

AGREEMENT FOR SALE

**THIS AGREEMENT MADE AT PUNE ON THIS DAY OF IN
THE YEAR 20__.**
BETWEEN

M/s. KANHA DEVELOPERS,

[PAN NO. AAWFK5031H]

Off/at: B101, Park View Society, opposite Koregoan Park Lane No.4,
Pune – 411001

through its Authorized Partners,

MR. SANKALP SUBHASH GOEL,

Age: 36 years, Occupation: Business,

Hereinafter referred to as "**THE PROMOTER**" / "**DEVELOPER**" /
"**BUILDER**"/**LAND OWNER** (Which the expression shall unless it be
repugnant to the context or meaning thereof mean and include the
said Partnership firm and its partners, their heirs, executors,
administrators, agents and assignees) **OF THE FIRST PART**

AND

1. NAME: MR. SACHIN DASHRATH DONGARE

AGE: 32 YEARS

OCCUPATION: BUSINESS

PAN NO: AXVPD3162A

AADHAR NO: 9077 5596 5341

EMAIL ID: SDDONGAREANDCO@GMAIL.COM

MOBILE NO: +91 81089 17729

RESIDING AT: FLAT NO. 1, SIDDHI PARK, A – BLOCK, PCNTDA,
PL NO. 27, SECTOR 20, CHIKHALI, PO: CHINCHWAD EAST, DIST:
PUNE, MAHARASHTRA – 411019.

Hereinafter referred to as "**THE ALLOTTEE**" / "**PURCHASER**"
(Which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include the Allottee/s,
his/her/their successors, heirs and permitted assignees alone so far
as the obligations on the part of the Promoter is concerned) **OF THE
SECOND PART.**

WHEREAS, at the relevant time 1) Somnath Madhukar Nalawade, 2) Madhukar Dhondiba Nalawade, 3) Asha Madhukar Nalawade, 4) Ram Madhukar Nalawade, 5) Suvarna Somnath Nalawade was the absolute owners of land bearing Gat No. 453/1, 454/1(P), Plot No. B, area admeasuring about 8452.15 sq. mtrs. lying, being and situated at Village- Moshi, Tal- Haveli, Dist - Pune - 412105., hereinafter referred as '**Said Project Land/Said Land/Said Property**'. **AND**

WHEREAS, Somnath Madhukar Nalawade died leaving behind his legal heirs 1) Asha Madhukar Nalawade, 2) Suvarna Somnath Nalawade, 3) Siddhant Somnath Nalawade, 4) Sarthak Somnath Nalawade and 5) Ram Madhukar Nalawade. **AND**

WHEREAS, Thus, 1) Asha Madhukar Nalawade, 2) Suvarna Somnath Nalawade, 3) Siddhant Somnath Nalawade, 4) Sarthak Somnath Nalawade, 5) Ram Madhukar Nalawade and 6) Madhukar Dhondiba Nalawade have become the sole and absolute owners and possessors of the said land (hereinafter referred to as "the said vendor"). **AND**

WHEREAS by virtue of Agreement to sell dated 21/09/2023, whereby 1) Madhukar Dhondiba Nalawade, 2) Asha Madhukar Nalawade, 3) Ram Madhukar Nalawade, 4) Suvarna Somnath Nalawade, 5) Siddhant Somnath Nalawade, and 6) Sarthak Somnath Nalawade, therein referred to as "the Vendors", party of the First Part agreed to sell, transferred and assigned all their rights, title, interest and benefits with respect to the said Plot in favour of **M/s. KANHA DEVELOPERS** through its Authorized Partners, therein referred to as "the Purchaser", party of the Second Part, as per terms and conditions mentioned therein. The same is duly registered with the sub-registrar of assurances at Haveli, bearing Registered Document Serial No. **HVL-11/22093/2023** dated **21/09/2023** (hereinafter referred to as "the said Agreement to Sell"). Furthermore, the Vendors entered into a Sale Deed dated **16/07/2024** with the Purchaser and that the said Sale Deed is duly registered with the Sub-Registrar of Assurances at Haveli No. 19 at Serial No. 15705/2024. **AND**

WHEREAS a separate Irrevocable Power of attorney was executed dated 21/09/2023, by and between 1) Madhukar Nalawade, 2) Asha Madhukar Nalawade, 3) Ram Madhukar Nalawade, 4) Suvarna Somnath Nalawade, 5) Siddhant Somnath Nalawade, and 6) Sarthak

Somnath Nalawade in the favour of M/s. KANHA DEVELOPERS through its Authorized Partner Mr. Sankalp Subhash Goel with respect to the said plot and the same is duly registered with Sub-Registrar of Assurances at Haveli, bearing Registered Document Serial No. HVL-11/22094/2023 (hereinafter referred to as “the said Irrevocable Power of Attorney”). **AND**

WHEREAS for the purpose of getting the plan sanctioned from the Pimpri Chinchwad Municipal Corporation (‘PCMC’) for the said land, Promoter applied for sanction of layout to the Pimpri Chinchwad Municipal Corporation and accordingly Pimpri Chinchwad Municipal Corporation vide sanctioned plan bearing No. **B.P/MOSHI/21/2024** sanctioned building plan for the said land, which was also accompanied by the Commencement Certificate bearing No. **B.P/MOSHI/21/2024**, dated **19/03/2024** **AND**

WHEREAS on the application of the Promoter herein, the Ld. Sub-Divisional Officer, Haveli Sub-Division granted permission to use the said land for non-agricultural purposes vide NA Order bearing No. JAMIN/NA/SR/456/2019 Dated 15/10/2019 **AND**

WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of Apartment/Units in the name of “**Pristine Commerce Street**” [Herein after referred to as the “**said project**”] consisting of building/floors/units as tabled hereinbelow;

BUILDING	NUMBER OF FLOORS	OCCUPATION TYPE	TOTAL NUMBER OF UNITS/APARTMENT IN THE PROJECT
Pristine Commerce Street	LG + G + Mezzanine + 5	Commercial	317 Units/Apartments

(Hereinafter referred to as the “**Said Building/s**” for the sake of brevity). **AND**

WHEREAS the Real Estate Regulatory Authority, Pune has granted registration to Project proposed on the said land, vide registration no. **P52100055866**, dated **23/04/2024** authenticated copy of the said registration is attached to this agreement at **Annexures**.

WHEREAS the Promoter has entered into a standard Agreement with **VK. A ARCHITECTURE**, an Architect firm registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoter herein has reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion. **AND**

WHEREAS the Promoter has appointed Structural Engineers for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the structural Engineer till the completion of the building/buildings. However, the promoter herein has reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion. **AND**

WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the sanctioned plans. **AND**

WHEREAS by virtue of the recitals as mentioned herein above the Promoter has sole and exclusive right to sell the Apartment/s /Office/s/Shop/s in the said building/s said project constructed / to be constructed by the Promoter on the project land and to enter into Agreement/s/Offices/s/Shops/s with the allottee(s)/s of the Apartments/Shops/Offices and further to receive the sale consideration in respect thereof. **AND**

WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts/Lease Deed/Allotment Certificate/Transfer Certificate, Title Search Report of the said total land/said land, Commencement Certificate, Indemnity Bonds, Undertakings, and other documents relating to the said project land and the plans, layouts, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and Maharashtra Ownership of Flats Act 1963 (hereinafter both the Acts together are to be referred to as "**the said Acts**") and the Rules and Regulations made thereunder. **AND**

WHEREAS the Promoter has decided to form a Co-operative Society for Units/Apartment/Shop/Offices of all Apartment/Shop/Office allottees located in the said building/said scheme/said project under

Maharashtra Co-Operative Societies Act and have specifically informed the Allottee/s about its intention to do so and the Allottee has raised no any objection to the same. **AND**

WHEREAS on the request of the Promoter, the Allottee has carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said total land/said land/ said project. The Allottee/s has further visited the online site of the Real Estate Regulatory Authority and has apprised himself /herself/themselves about the details of the said project as disclosed and declared by the Promoter therein. The Allottee has/have satisfied himself/herself/themselves in respect of the marketable title of the Promoter in respect of the said project land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the Apartment/Shop/Office/Shop more particularly described in the **“SCHEDULE-B”** annexed herewith and delineated and demarcated in red colour or highlighted in Annexures annexed hereto. **AND**

WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said total land and/or said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc., given by the Promoter to the Hon’ble Collector, Pimpri Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. **AND**

WHEREAS the Allottee is aware of the fact that the present scheme is single phase development of the said project. The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other units in the said building/project. **AND**

WHEREAS the Allottee herein being desirous of purchasing an Apartment/Shop/Office/Shop, applied to the Promoter for allotment of the **APARTMENT/OFFICE/SHOP NO. “347”**, on the **THIRD FLOOR** in the project/building known as **“PRISTINE COMMERCE STREET”** to be constructed on the said land. Accordingly, in response to the application of the Allottee, the Purchaser/Allottee is

offered by the Promoter an **APARTMENT/OFFICE/SHOP NO. "347"**, on the **THIRD FLOOR** in the project/building known as **"PRISTINE COMMERCE STREET"** (hereinafter referred to as **"the said Apartment/Office/Shop"**) being constructed/to be constructed on the said land. **AND**

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, extract of Village Forms VI and VII and XII, layout of the project, sanctioned building plan, open space of the project, floor plan of the Apartment /Office/Shop, specifications and amenities of Apartment /Office/Shop and certificate of registration with RERA showing the nature of the title of the Promoter to the project land on which the Apartment/Shop/Offices/Shops are constructed or are to be constructed, approvals and registrations obtained, open space and amenities of the project as well as the Apartment/Office/Shop under sale has been annexed to this agreement as **Annexures**, respectively. **AND**

WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter. **AND**

WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum i.e., 10% of the consideration amount being part/advance payment of the sale consideration of the Apartment/Shop/Office/Shop agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing. **AND**

WHEREAS under the said Acts the Promoter is required to execute a written agreement for sale of said Apartment /Office/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.

2. **Definitions:** In this agreement, unless the context otherwise requires the words:

“Carpet Area”: means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area appurtenant to the said, but includes the area covered by the internal partition walls of the Apartment.

“Common Area”: (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

(ii) the stair cases, lifts, staircase and lift lobbies, for escapes, and common entrances and exits of buildings;

(iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;

(iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

(v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) all community and commercial facilities as provided in the real estate project;

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

“Limited Common Area”: means accommodation for watch and ward staff and for the lodging of community service personal, common top-terrace, common basement, common storage space, Partition walls between the two Apartment shall be limited common property of the said two Apartment.

FLOOR SPACE INDEX (FSI)

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **10409.99 Square Meters** only and Promoter has planned to utilize Floor Space Index of **6590.01 Square Meters** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations and/or Rules or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the total Floor Space Index of **17000 Square Meters** as proposed to be utilized by him on the project land in the said project and Allottee has agreed to purchase the said Apartment/Office/Shop based on the proposed construction and sale of Apartment/shops/offices to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

CONSTRUCTION IN ACCORDANCE WITH PLAN

4. The Promoter shall construct the said building/s/project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/Office/Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law. Further, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. The Promoter shall obtain any further approvals as may be required under any law in force or any subsequent law affecting the development of the said project from the concerned authority, so also the Promoter shall obtain Building Completion Certificate or Occupancy Certificate of the said Building from the concerned authority after completion of the construction of the said building / said project.

FULL AND TRUE DISCLOSURE

5. The Promoter has made full and true disclosure about the title, proposed plans concerning the said land and the said project to the Allottee. The Allottee having acquainted and satisfied himself/herself/themselves with all the facts and nature of rights of the Promoter has/have entered into this Agreement. The Allottee herein after shall not be entitled to challenge or question the title of the owner and the right of the Promoter to enter into this Agreement under any circumstances whatsoever.

NAME OF THE PROJECT

6. The name of the Project shall be **“PRISTINE COMMERCE STREET”**. The said name shall not be changed for any reason whatsoever without prior written consent of the promoter herein.

FUTURE SALE OF APARTMENT/SHOP/OFFICE/SHOP

7. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **APARTMENT /OFFICE/SHOP NO. “347”** admeasuring **17.21 Sq. Mtrs. i.e., 185 Sq. Ft.** of carpet area, located on the **THIRD FLOOR**, in the

project/building known as **“PRISTINE COMMERCE STREET”** for the agreed consideration of **Rs. 21,66,667/- (RUPEES TWENTY-ONE LAKH SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN ONLY)** which the price is with discount/anti profiteering benefit on GST (the discount is the full and final benefit being given to the Purchaser by the Promoter and in the event that the Promoter receives any set-back / claim as against the GST paid on the inputs, the same shall not be required to be passed to the Purchaser and the same shall be considered to be part of the discount / anti profiteering benefit being offered by the Promoter to the Purchaser herein) and exclusive of stamp duty, LBT, registration fee and any other taxes levied by the Government. The sale of the said Apartment/Unit is on the basis of carpet area only. The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately -/+ 3 Percent (%). The Allottee consents for the same and is aware that the consideration being lump sum will not change.

RIGHT OF ALLOTMENT OF PARKING SPACES

8. It is hereby agreed that the Owner/Promoter has the exclusive right of allotment of the different parking spaces to one or more Allottee/s of their choice and derive sale proceeds thereof. The covered/open scooter and car parks are not the common area and each car/scooter park will be allotted to specific Allottee/s by the Owner/Promoter as per its choice and discretion.

AND/OR

The Allottee/s will be given the right of exclusive use of Parking space and the Allottee/s agrees that in any case of allotment of parking space/s is cancelled for any reason whatsoever, upon such event the Allottee/s shall not be entitled to receive refund of any amount or composition, since the agreed consideration is only for the Apartment and allotment of parking space/s is made ex-gratia for beneficial enjoyment for the same. The Allottee/s further agrees that he/she/they will not challenge any allotment of open/covered parking space made by the Owner/Promoter to any other Allottee/s.

AND/OR

It is agreed, if in case, the Owner/Promoter does not allot any parking space to the Allottee/s, then in that case, the Owner/Promoter will provide parking for such Allottee/s in the

common parking space which the Owner/Promoter will demarcate or provide as per his/their own choice and discretion. This parking can be either open/covered and shall be allocated on a first-come, first-served basis or as determined by the society after the formation/ conveyance. The Allottee/s is aware that the parking may or may not be adequate to all the Allottee/s to which the Allottee/s agrees and has his/her/their consent for the same.

DISCLOSURE REGARDING MANUFACTURER’S WARRANTY

9. The Promoter specifically discloses that, the manufacturers of certain appliances, equipment’s, standard fittings, machineries including generator set for backup, STP (if any), electric pumps, waste management plants (if any), lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar system if any, Gym equipments if any, Garbage chute (if any), etc. will be as per the warranty provided by the respective manufacturer / supplier. The only warranty on those items is of the manufacturer’s warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer’s warranty.

FIXTURES AND FITTINGS

10. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment/Shop/Office/Shop as are set out in Annexures, annexed hereto.

PAYMENT PLAN

11. The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table hereinbelow. The Allottee has agreed to pay the consideration of **Rs. 21,66,667/- (RUPEES TWENTY-ONE LAKH SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN ONLY)** the following manner;

Sr.	Particulars	Amount (Rs.)
I	10% at the time of Booking (<i>inclusive of part/advance payment as mentioned herein above</i>)	2,16,667/-
II	20% at the of/after execution of Agreement to Sale	4,33,333/-
III	10% at the time of completion of Plinth	2,16,667/-
IV	10% at the time of completion of Slab 1	2,16,667/-
V	10% at the time of completion of Slab 2	2,16,667/-
VI	5% at the time of completion of Slab 3	1,08,333/-

VII	5% at the time of completion of Slab 5	1,08,333/-
VIII	5% at the time of completion of Slab 8	1,08,333/-
IX	10% at the time of completion of Brick Work Internal, External Plaster Work	2,16,667/-
X	5% at the time of completion of Tiles Work	1,08,333/-
XI	5% at the time of completion of Lifts, NOC	1,08,333/-
XII	5% at the time of Possession of the Apartment/Shop/Offices/Offices	1,08,333/-
TOTAL CONSIDERATION (100%)		21,66,667/-

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/instalments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment. The consideration of the said Apartment/Office/Shop is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances. The Allottee shall make all the payments to the Promoter by Demand Draft / Pay Orders / Local Cheques payable at Pune only. If the Allottee makes the payment by 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/out station clearing charges. Payment of any instalments if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Finance Companies/Banks, etc.

All payment under this agreement shall be made as per the demand note raised by the Promoter from time to time payable strictly in the following accounts:

Bank	Branch and IFSC	Account No.
ICICI BANK	BRANCH: BHANDARKAR ROAD IFSC CODE: ICIC0006240	777705034657

In addition to the above collection Bank Account, I/we have opened in the same bank, RERA Designated Separate Account and RERA Designated Transaction Bank Account and the details of the same are as under:

Type of Account	Bank, Branch and IFSC	Account No.
RERA DESIGNATED SEPARATE BANK ACCOUNT	ICICI BANK BRANCH: BHANDARKAR ROAD IFSC CODE: ICIC0006240	777705034658
RERA DESIGNATED TRANSACTION BANK ACCOUNT	ICICI BANK BRANCH: BHANDARKAR ROAD IFSC CODE: ICIC0006240	777705034656

All payment towards Taxes and other charges under this agreement shall be made as per the demand note raised by the Promoter from time to time with the cheques drawn/NEFT/RTGS in the name of the promoter herein.

12. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
13. The Promoter hereby discloses to the Allottee that they have obtained a Project Loan for carrying out the said **Project from Aditya Birla Housing Finance Limited, situated at One World Centre, Tower 1, 9th Floor, Jupiter Mill Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013** (hereinafter referred to as the "Lender"), by mortgaging the Project land with them and that the said financial institution is having charge over the said project land and the buildings constructed thereon.

- 14.** It is further clarified that the mortgage in favor of the Lender was executed on 21/10/2024, and the mortgage deed is registered under deed number 23990/2024.
- 15.** The Allottee acknowledges and agrees that the rights, title, and interest in the Project Land and the buildings constructed thereon are subject to the charge created in favor of the Lender, and the Promoter has disclosed all relevant details pertaining to the mortgage to the Allottee.

TIME OF ESSENCE

- 16.** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Office/Shop to the Allottee and the common areas to the Society or Association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause herein above which is herein after referred to as the ***“Payment Plan”***.

INTEREST ON DELAYED PAYMENT

- 17.** It is hereby specifically agreed that the time for payment as specified above is of the utmost essence to this agreement and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement for consecutive 03 breaches. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due date, the Allottee shall be bound and liable to pay interest as specified under the rules formed under the said Act, with quarterly rests on all amounts which become due and payable by the Allottee to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said Apartment/Shop/Office/shop and the Allottee has agreed to pay the

same before possession of the said Apartment/Shop/Office/shop without fail.

TAXES AND ITS PAYMENT

- 18.** The Total Price is with discount/Anti profiteering benefit on GST (the discount is the full and final benefit being given to the Purchaser by the Promoter and in the event that the Promoter receives any set-back / claim as against the GST paid on the inputs, the same shall not be required to be passed to the Purchaser and the same shall be considered to be part of the discount / anti profiteering benefit being offered by the Promoter to the Purchaser herein) and excludes Taxes (consisting of VAT, GST, tax paid or payable by the Promoter by way of stamp duty, LBT, registration fee and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the Apartment/Office/Shop. It is agreed between the Promoter and the Allottee that all such taxes/duties/registration fees shall be paid by the Allottee separately as and when demanded by the Promoter within 07 days of such demand being made in writing. Furthermore, the Promoter shall deduct TDS upon and above a certain consideration amount.
- 19.** It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities, then the Allottee shall be duty bound to reimburse the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities. It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said Apartment/Shop/Office/shop in favour of the Promoter against the amount payable by the Allottee to the Promoter towards the GST/ Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

ESCALATIONS

- 20.** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 21.** If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi-judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc., levies any tax, GST/CGST/SGST /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said Apartment/Shop/Office/shop or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid by the Allottee and if the same is paid by the Promoter then it has to be reimbursed by the Allottee. The Allottee hereby indemnifies the Promoter from all such taxes, levies, cost and consequences.

OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- 22.** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Office/Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Office/Shop.
- 23.** It is hereby agreed that subject to the terms of this agreement, the Allottee shall observe and perform and comply with all terms and

conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department etc., at the time of sanctioning/revision of the plans or at the time of granting completion certificate. The Allottee shall not be entitled to claim possession of the said Apartment/Office/Shop until the completion certificate in respect of the said Apartment/Shop/Office is received from the Pimpri Chinchwad Municipal Corporation and the Allottee pays all dues, advances, deposits, etc., payable under this agreement in respect of the said Apartment/Shop/Office to the Promoter and has signed the possession documents, bonds, receipts, etc., after receipt of the completion certificate from Pimpri Chinchwad Municipal Corporation the Promoter shall be absolved from or any liability in case any addition and/or alteration to the Apartment/Shop/Office/building by the Allottee, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Allottee/Society or the Limited Company, any event of force majeure and any act of God.

TERMINATION OF AGREEMENT

- 24.** Without prejudice to the right of promoter to charge interest in terms mentioned in these presents, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing **three defaults** of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.
- 25.** Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- 26.** Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of

thirty days of the termination, the instalments of sale consideration of the Apartment/Shop/Office which may till then have been paid by the Allottee to the Promoter.

- 27.** It is agreed between the parties that upon termination of this Agreement, the Promoter shall within 30 days of such termination, make a demand Draft/Cheque of the balance amount, if any, out of the instalments of the consideration which the Allottee might have till then paid to the Promoter, without any interest and only after deducting agreed liquidated damages of **10% [TEN PERCENT]** consideration amount. After making the Demand Draft/Cheque of the balance amount the Promoter shall inform the Allottee about the same calling upon him to collect the Demand Draft/Cheque from the Promoter. It is clarified that the Taxes paid to the Govt. or other authorities shall not be repaid by the Promoter.
- 28.** It is further agreed that the balance amount, if any, shall be paid by the promoter to the allottee after resale of the said Apartment/Shop/Office in the manner of receipt of consideration from new allottee or after execution of Cancellation Deed or within a period of 30 days, whichever is earlier. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The Allottee hereby agrees that in that event all of his/her/their rights in the said Apartment/Shop/Office shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The information letter sent by the promoter calling upon the allottee to collect the balance amount will in itself be considered as the cancellation of this agreement in toto. The promoter shall be entitled to resale the said Apartment/Shop/Office and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The allottee agrees to the same.
- 29.** The Allottee is also made aware that depending upon various promises and assurances given by the allottee, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the allottee for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this agreement being cancelled by the allottee for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit agreed

liquidated damages of **10% [TEN PERCENT]** consideration value, from and out of the amount until then paid by the allottee to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said Apartment/Shop/Office or after execution of Cancellation Deed or within a period of 30 days, whichever is earlier. In this case reduction in price of the Apartment/Shop/Office will be considered as damages/loss of the promoter in addition to the loss and expenses.

30. POSSESSION

The Promoter shall give possession of the Apartment/Shop/Office to the Allottee on or before **31/12/2026**. If the Promoter fails or neglects to give possession of the Apartment/Shop/Office to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/Shop/Office with interest at the same rate as may mentioned in the rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/Shop/Office on the aforesaid date, if the completion of building in which the Apartment/Shop/Office is to be situated is delayed on account of -

- i) war, civil commotion, or act of God;
- ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii) as notified, specified by the MahaRERA Authority.

PROCEDURE FOR TAKING POSSESSION

- 31.** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 the consideration clause of the Agreement.

- 32.** The Promoter, upon obtaining the occupancy certificate from the competent authority and after the complete payment has been made by the Allottee as per the agreement shall offer in writing the possession of the Apartment/Shop/Office, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Shop/Office to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or the Society or the Limited Company of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 33.** The Allottee shall take possession of the Apartment/Shop/Office within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartment/Shop/Offices are ready for use and occupancy.
- 34.** Failure of Allottee to take Possession of Apartment/Shop/Office: Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment/Shop/Office from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Shop/Office to the allottee. In case the Allottee fails to take possession within the time provided herein the such Allottee shall continue to be liable to pay maintenance charges as applicable.

**FORMATION OF CO-OPERATIVE SOCIETY AND CONVEYANCE
FOR COMMERCIAL UNITS/APARTMENT/SHOP/OFFICES**

- 35.** The Allottee/s along with other allottee(s) of Apartment/Shop/Offices in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a

member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 36.** The Promoter shall on or within a period of 03 Months from the date of Completion Certificate/Occupancy Certificate, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment/Shop/Offices are situated.
- 37.** Provided that in absence of local laws, the association by whatever name called shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in case may be, in the project.
- 38.** Where a Co-operative Housing Society the Promoter shall submit the application in that behalf to the Registrar for registration of a Cooperative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a company or any other legal entity, within three months from the date or which fifty-one percent of the total number of allottees in such a building or a wing have booked their apartment.
- 39.** The Promoter shall submit an application to the Registrar for registration of the Co-operative Society or the company application to the Registrar for registration of the co- operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause (i) of Sub-rule (1) of e 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.
- 40.** The Promoter shall, on or within a period of **03 Months** from the date of Completion Certificate/Occupancy Certificate, cause to be transferred to the Society or Federation/Apex body all the right, title

and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

41. Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Cooperative Societies Act 1960, and the conveyance of the said land shall be transferred subject to receipt of entire amount, and all dues from all allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues which includes but not limited to GST, on the name of the Cooperative Society on or within a period of 03 Months from the date of Completion Certificate/Occupancy Certificate from the concerned authority.
42. At the time of registration of conveyance of the structure of the building or wing of the building, whichever applicable, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Co-Operative Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/Wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Co-Operative Housing Society on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Co-operative Society.
43. The conveyance under the Maharashtra Co-operative Societies Act shall be subject to exclusive, limited common rights of the Apartment/Shop/Office allottee and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the Society or the Limited Company as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc.

DEFECT LIABILITY

44. If within a period of five years from the date of handing over the Apartment/Shop/Office to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Shop/Office or the building in which the Apartment/Shop/Office are situated or any defects on account of

workmanship, quality or provision of service, or any other obligations of the Promoter as per the Agreement for Sale, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- 45.** The word defect here means only defect on account of workmanship, quality or provision of service caused on account of wilful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of Apartment/Shop/Office by the allottee, vagaries of nature etc.
- 46.** It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoter has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment/Shop/Office or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Apartment/Shop/Office, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/Owner/User of Apartment/Shop/Office below or any affected Apartment/Shop/Office. If due to the Allottees or any other Allottees act or negligence, the Allottees Apartment/Shop/Office is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

USE OF APARTMENT/SHOP/OFFICE/PARKING

- 47.** The Allottee/s shall use the Apartment/Shop/Office/Parking or any part thereof or permit the same to be used for **Commercial** purpose only, and/or for purpose allowed as per sanctioned by the local authority. The Allottee/s, if allotted a parking space then they shall use the parking space only for the purpose of keeping or parking his/her/their own vehicle and shall only park his/her/their in the specific parking space allotted to him/her/them and shall not

disturb the parking facilities attached to the other Allottee/s or claim any rights on the unattached/common parking space.

MAINTAINENCE

- 48.** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Shop/Office is ready for use and occupancy, the Allottee shall be liable to pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Shop/Office) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.
- 49.** The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 10/- + GST [Rupees Ten Plus GST]** per Square Feet per month, including the balcony/terrace area towards one-time advance maintenance for **12 [Twelve] Months** towards the outgoings at the time of possession. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as maintenance and shall utilize the amounts only for the purposes for which they have been received.
- 50.** The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the Apartment/Shop/Office Condominium. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- 51.** The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said Apartment/Shop/Office is ready for Possession.

52. The maintenance shall include the outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges and/or Tankers, Insurance, Common Lights, repairs, and salaries of clerks, bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s.

53. That after expiry of the initial period of **12 [Twelve] Months** and until the co-operative society is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Apartment/Shop/Office Allottee/s further agrees that till the Apartment/Shop/Office Allottee's share is so determined the Apartment/Shop/Office Allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution as decided by the promoter from time to time. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit allottees as aforesaid. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the Apartment/Shop/Office agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold Apartment/Shop/Offices from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Apartment/Shop/Office Allottee/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The Apartment/Shop/Office Allottee /s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Apartment/Shop/Office Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the Apartment/Shop/Office is located and also irrespective of the use of the lifts/elevators by the Apartment/Shop/Office Allottee. The Promoter is not liable to give any account of the expenses incurred for the aforesaid purposes.

54. The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for

maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of the Society or the Limited Company the Allottee and the Society or the Limited Company shall be bound by the said contract.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 55.** The Promoter to the best of his knowledge and information, hereby represents and warrants to the Allottee as follows:
- i.** The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii.** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv.** There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi.** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii.** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Shop/Office which will, in any manner, affect the rights of Allottee under this Agreement;
- viii.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Shop/Office to the Allottee in the manner contemplated in this Agreement;
- ix.** At the time of execution of the conveyance deed of the structure to the Society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society of the Allottees;
- x.** The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

- 56.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Shop/Office may come, hereby covenants with the Promoter as follows:
 - i.** To maintain the Apartment/Shop/Office at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop/Office is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Shop/Office is situated and the Apartment/Shop/Office itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment/Shop/Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Shop/Office is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Shop/Office is situated, including entrances of the building in which the Apartment/Shop/Office is situated and in case any damage is caused to the building in which the Apartment/Shop/Office is situated or the Apartment/Shop/Office on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment/Shop/Office and maintain the Apartment/Shop/Office in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop/Office is situated or the Apartment/Shop/Office which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment/Shop/Office or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Shop/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Shop/Office is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Shop/Office and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Shop/Office 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 Apartment/Shop/Office without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Shop/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Shop/Office in the compound or any portion of the project land and the building in which the Apartment/Shop/Office is situated.
- vii.** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Shop/Office is situated.
- viii.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Shop/Office by the Allottee for any purposes other than for purpose for which it is sold.
- ix.** The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Shop/Office until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x.** The Allottee shall observe and perform all the rules and regulations which the co-operative society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Shop/Offices therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/Shop/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi.** Till a conveyance of the structure of the building in which Apartment/Shop/Office is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii.** Till a conveyance of the project land on which the building in which Apartment/Shop/Office is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii.** Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- xiv.** The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- xv.** It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the co-operative society is entirely the responsibility & liability of the society. The Co-Operative Society has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Society or the Limited Company and/ or the service providers.
- xvi.** As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment/Shop/Office of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply/ generator supply through any other temporary arrangements because of which if there is any improper / insufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate

charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment/Shop/Office.

xvii. The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/Purchaser/Allottee/s at their own cost, collectively through the Co-Operative Society or the Apex Body as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Society or Apex Body from time to time. The Promoter further discloses that, the Promoter will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.

xviii. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment/Shop/Office.

RESTRICTED AREAS AND FACILITIES

57. The areas described in definition clause herein above state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Allottee's. The Allottee shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the Society and the same shall be for the common use for of all the Apartment/Shop/Office allottees.

58. The areas described in definition clause herein above state limited common areas and facilities and which shall be for the purpose of

facilitating services required for the common maintenance of the Apartment/Shop/Office/building/scheme. The Allottee shall have no exclusive claim whatsoever in the same will always remain the property of the society and the same shall be used for of the purposes as decided by the Co-Operative Society from time to time.

- 59.** The Allottee shall not raise any objection in the matter of allotment or sale or remaining Apartment/Shop/Office etc. in the said land on the ground of nuisance, annoyance or inconvenience or any other reason what so ever from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.
- 60.** The Allottees shall have no claim save and except in respect of the said Apartment/Shop/Office hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule-C herein below will remain the property of the Promoter until the said land and building/s is/are transferred to Co-Operative Society. Significant risks and rewards of ownership and effective control of Apartment/Shop/Office shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter.
- 61.** The Allottee hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter in accordance with laws.

RIGHT OF ALLOTMENT OF CAR PARKING / GARAGES

- 62.** It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces or garages to one or more person/s of their choice and such person/s may not be the Apartment/Shop/Office/unit holders and realize sale and other proceeds there from to its benefits. Covered / open Scooter and Car parks are not the common areas and each car/scooter park will be allotted to specific Allottee/s by the Promoter as per his choice and discretion.
- 63.** The Allottee/s may be given the right of exclusive use of one Covered Car Parking and the Allottee/s also agrees that if for any reason it be held that allotment of the Car Park herein to the Allottee/s gets cancelled then the Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the Apartment/Shop/Office and allotment is made ex-gratia for beneficial enjoyment of the same. The Allottee/s further agrees that

he will not challenge any allotment of any parking space made by the Promoter to any other Allottee/s.

TRANSFER OF PROJECT

- 64.** The Promoter shall have right to transfer the project to any third party/entity subjected to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

SPECIAL COVENANTS

- 65.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Shop/Offices or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/Shop/Office hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 66.** The Allottee is made aware of by the Promoter and the Allottee undertakes to maintain and run Sewage Treatment Plant (STP) /Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Co-Operative Society to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Allottee together with the Co-Operative Society thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.
- 67.** All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s and their prospective members affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden.

- 68.** All the covenants and conditions ensuring for the benefit of the said person / s as contained in the Agreement / s made between them and / or the Promoter, the said Order / s passed under the Ceiling Act, Order of Layout and / or sub-division relating to the said land, Order of conversion and all terms and conditions stipulated by the Promoter in respect of the common areas and facilities and amenities to be provided for the benefits of the said land or any part / s thereof.
- 69.** For the aforesaid purpose and all purposes of and incidental thereto, and / or for the more beneficial and optimum use and enjoyment of the various portions of the said land and / or any part / s thereof of the Promoter in such manner as may be desired by the Promoter, the Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said land, all such rights, benefits, privileges, easements etc. including right of way, right of draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other service in the said land and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoter. The Promoter shall, if they so desire, be also at liberty to form and incorporate one ultimate body hereinafter referred to in respect of the said land and/or any part/s thereof subject to the same being permissible by the DEVELOPMENT CONTROLLING AUTHORITY and authorities concerned and the Allottee/s hereby irrevocably consent/s to the same. The term ultimate body shall be accordingly construed wherever such construction is permissible in relation to said term.
- 70.** It being made expressly clear that the ultimate body's transfer deed/s in respect of the said land viz. the said land and/or any part/s thereof with building thereon shall contain such provision which shall be accordingly framed and the burden thereof shall run with the said land shall be binding upon all the persons who are the holders of their respective Apartment/Shop/Office/s comprised in the said land as the Promoter may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.
- 71.** It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested into each and therefore the Allottee/s shall have no right or remedy

to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration hereunder.

- 72.** Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed any act that is detrimental to the building as a whole.
- 73.** The Promoter shall have a first charge and/lien on the said Apartment/Shop/Office in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.
- 74.** It is hereby made clear that the furniture layout, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.
- 75.** It is specifically agreed between the Promoter & Allottee/s that the Allottee/s has absolute right on the said Apartment/Shop/Office. The Allottee/s has limited/common rights on the amenities which are specifically mentioned in the Schedule-C of the said agreement. The Purchaser/s can be granted limited/ common rights (if any) other than that as mentioned in Schedule-C as and when decided by the Promoter from time to time.
- 76.** The Allottee shall under no condition raise any objection/dispute or resort to any legal process to disrupt or stop right of way/easementary rights/ Right to share amenities of the scheme/any other privilege/rights granted by the promoter herein to any individual / society / Apartment / Shop / Office / condominium / partnership firm / proprietorship firm / company / body-corporate / sister concern.
- 77.** The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/Purchaser/Allottee/s at their own cost, collectively through the Co-Operative Society or the Apex Body

as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Society or Apex Body from time to time.

78. Shall not use, occupy the said Apartment/Unit for the said purposes:
- Liquor Shops, Liquor Bar, Butcher (Meat) Shops, Slaughter Houses, Lottery Houses, etc. The Parties agrees that no any chimneys/funnels be fit in to the said Apartment which shall cause nuisance, trouble or hindrance to the other Allottees. Further the Allottee agrees that, no any such acts or businesses be conducted in the said Apartment as that will be immoral, illegal or which shall cause trouble to the other Allottees.

79. It is agreed by the Allottee/s that, as the building is a commercial and commerce type, it is necessary to have a standardized system at place while making any internal arrangements/construction and thus while carrying out any changes in the Unit/Apartment, the following things needs to be followed:

(a) DG sets shall not be allowed except in non-avoidable situation where only 1 to 2 DGs can be occupied only in the transformer room.

(b) Considering the construction and placements of ducts, No DX AC shall be allowed to be install and only VRF or Inverter AC to be installed and furthermore, the AC outdoor unit shall be installed in allocated space on terrace ONLY, however, the Space is provided for limited outdoor units only, if the quantity exceeds the outdoor units shall be stacked on MS frame on own cost. Furthermore, NO any Data Center for precision air colling shall be allowed.

(c) It is mandatory for all restaurants to install an oil and grease trap within their unit and to implement their own exhaust system, in compliance with relevant health and safety regulations as well as the relevant authority. Furthermore, failure to install the required exhaust system will result in the Allottee/s being prohibited from operating their restaurants or relevant business.

(d) In the event the Allottee/s installs a toilet within their unit, it is the responsibility of the Allottee/s to incorporate a P-trap into the drainage system.

(e) All restaurants shall have to install fire suppression system in their kitchens.

(f) No any changes shall be allowed in firefighting system.

(g) Every office shall have to take necessary approvals on interior drawings before starting with their works from the Promoter and appropriate authority.

(h) Common Passage shall be used as common space during fire emergency when the entire floor, multiple apartments are sold to specific person/s. In other cases, Common Passage shall always be common and shall be accessible to all.

(i) The drainage/water line of the said building/s shall pass through the said unit as well as the said property and the Allottee/s shall have no objection for the same. The amenities, common areas, internal roads and all the facilities are common for all the building to be constructed on the said property.

80. It is further agreed by the Parties that the, the nomenclature, branding shall be affixed at a certain place and that the size and the area for affixing the boards, hoardings shall not cause any trouble or annoyance to the other Allottee/s.

RIGHT TO MORTGAGE

81. It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up (excluding the Apartment/Shop/Office under sale by these presents) thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the allottee. However; it is clarified that after the Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Apartment/Shop/Office and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect

the right and interest of the Allottee who has taken or agreed to take such Apartment/Shop/Office.

BINDING EFFECT

- 82.** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

ENTIRE AGREEMENT

- 83.** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes/annuls any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Shop/Office/plot/building, as the case may be.

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

- 85.** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Shop/Office/Plot], in case of a transfer, as the said

obligations go along with the Apartment/Shop/Office for all intents and purposes.

SEVERABILITY

- 86.** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

- 87.** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment/Shop/Office to the total carpet area of all the Apartment/Shop/Offices in the Project.

FURTHER ASSURANCES

- 88.** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION

- 89.** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 04 months after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **PUNE**.
- 90.** The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit

prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

SERVICE OF NOTICE

- 91.** That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective as mentioned herein below

FOR PROMOTER:

**M/S. KANHA DEVELOPERS,
[PAN NO. AAWFK5031H]**

Off/at: B101, Park View Society, opposite Koregoan Park
Lane No.4, Pune-411001

FOR ALLOTTEE:

- 1. NAME:** MR. SACHIN DASHRATH DONGARE

EMAIL ID: SDDONGAREANDCO@GMAIL.COM

MOBILE NO: +91 81089 17729

RESIDING AT: FLAT NO. 1, SIDDHI PARK, A – BLOCK, PCNTDA,
PL NO. 27, SECTOR 20, CHIKHALI, PO: CHINCHWAD EAST, DIST:
PUNE, MAHARASHTRA – 411019.

- 92.** It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

JOINT ALLOTTEES

- 93.** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

STAMP DUTY AND REGISTRATION

- 94.** The consideration of the said agreement between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto

under the Maharashtra Ownership Flats Act, 1963, Maharashtra Apartment/Shop/Office Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958. The Allottee herein has paid stamp duty at the rate of 5% of the agreed consideration and Allottee herein has paid 1% Levy Surcharge (LBT) under section 149A of the Maharashtra Municipal Corporation Act (Bom. LIX of 1949) and Allottee herein has agreed to pay 1% Levy Surcharge (Metro Rail) under section 149B of the Maharashtra Municipal Corporation Act (Bom. LIX of 1949) if applied after execution of this present agreement and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, liveable on the conveyance, which is to be executed by the Promoter/Owners herein in favour of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. In case there is any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment/Shop/Office or conveyance deed in favour of Apartment/Shop/Office, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/Conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein. Further, In the event of cancellation of this agreement the Allottee shall be liable to apply for and receive refund of Stamp Duty Paid from the concerned department of Government of Maharashtra, at the sole cost and consequences of the Allottee alone. Further, the Allottee shall not hold the promoter liable for the same. The Promoter undertakes to provide any document, signature as may be necessary for the Allottee to claim refund of stamp duty paid.

- 95.** The allottee herein has agreed to purchase the said Apartment/Shop/Office as an investor as laid down in Article 5(g-a) (ii) of Schedule-I of the Maharashtra Stamp Act 1958 & hence he/she/they is/are entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to the subsequent Allottee as per provision of the said clause Article 5(g-a) (ii).

DISPUTE & JURISDICTION

- 96.** Any dispute between parties shall be settled amicably.
- 97.** Further in case the dispute remains unresolved then in that case Parties to this agreement submit to the exclusive jurisdiction of Real Estate Regulatory Authority as per the provisions provided under The Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder which will have exclusive jurisdiction to try and entertain the dispute.

GOVERNING LAW

- 98.** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Real Estate Regulatory Authority will have the jurisdiction for this Agreement

WAIVER

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

DECLARATION BY ALLOTTEE

- 100.** The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

INTERPRETATION:

- 101.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- 102.** Use of singular shall include the plural and vice versa and any one gender includes the other gender.
- 103.** All the dates and periods shall be determined by reference to the Gregorian calendar.

104. Reference to any party to this agreement includes his/her/its heirs, executors, administrators, successors and permitted assigns.

SCHEDULE-A

[DESCRIPTION OF THE PROJECT LAND]

All that piece and parcels of lands and grounds comprising of Gat No. 453/1 and 454/1(P), Plot No. B, area admeasuring about 8452.15 Sq. Mtrs, lying, being and situated at Village- Moshi, Taluka- Haveli, District-Pune - 412105 and bounded as under:

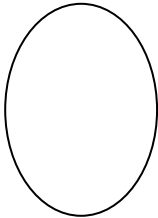
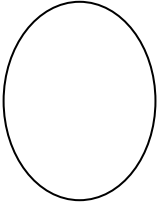
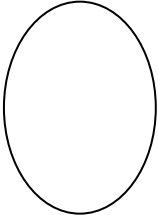
On or Towards the East	:	Part of Gat No. 454/1
On or Towards the West	:	Pune- Nashik Highway
On or Towards the North	:	Kajale & Sons IOC Petrol Pump
On or Towards the South	:	Gat No. 455

SCHEDULE-B

[DESCRIPTION OF THE APARTMENT/SHOP/OFFICE]

Apartment/Shop/Office No.	:	“347”
Floor No.	:	THIRD FLOOR
Building/Scheme/Project	:	PRISTINE COMMERCE STREET
Carpet Area	:	17.21 Sq. Mtrs (185 Sq. Ft.)
Parking Type	:	NOT APPLICABLE
Parking Size	:	NOT APPLICABLE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

PHOTO 	Left Hand Thumb Impression 	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER AS AN AUTHORISED PARTNER OF M/S. KANHA DEVELOPERS</u> Sign..... <u>MR. SANKALP SUBHASH GOEL</u>
PHOTO	Left Hand Thumb Impression  	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S</u> Sign..... <u>MR. SACHIN DASHRATH DONGARE</u> Sign..... <u>MR/MRS.</u>
<u>WITNESS NO. 01;</u> Sign _____ MS. PRACHEE KHANDAGALE R/at: SHIVAJINAGAR, PUNE – 04		<u>WITNESS NO. 02;</u> Sign _____ MS. ADITI GAJENDRA R/at: NIBM, PUNE – 48

SCHEDULE-C

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

1. The land under the buildings.
2. The footings, RCC structures and main walls of the buildings.
3. Staircase, columns and lift as with lift room in/on/above the building/s.
4. Common ground, water storage tank and overhead tank.
5. Electrical meters, wiring connected to common lights, lifts, pumps.

(b) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two tenements/shops/offices.
2. Other exclusive and limited common area and facilities as mentioned in the agreement.
3. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
4. Land around building and open areas.
5. Terrace on the top of Building including the self-contained lift room
6. Passage leading to top terrace from the last floor.

ANNEXURE-A

[SPECIFICATION OF THE APARTMENT AND COMMON AMENITIES]

A.) Description of the common areas provided:

SR NO	TYPE OF COMMON AREAS PROVIDED	PROPOSED DATE OF OCCUPANCY	PROPOSED DATE OF HANDOVER FOR USE	SIZE/ AREA OF THE COMMON AREAS PROVIDED
—	—	—	—	—

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

SR NO	TYPE OF FACILITIES / AMENITIES PROVIDED	PHASE NAME/ NO	PROPOSED DATE OF OCCUPANCY	PROPOSED DATE OF HANDOVER TO THE SOCIETY	SIZE/ AREA OF THE FACILITIES	FSI UTILIZED / FREE OF FSI
1	Entrance Lobby on Ground Floor	-	31/12/2026	31/12/2026	-	-

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

SR NO	TYPE OF FACILITIES /AMENITIES PROVIDED	PHASE NAME/ NO	PROPOSED DATE OF OCCUPANCY	PROPOSED DATE OF HANDOVER TO THE SOCIETY	SIZE/ AREA OF THE FACILITIES	FSI UTILIZED / FREE OF FSI
2	Transformers	-	31/12/2026	31/12/2026	3 Phase	Free of FSI
3	CCTV Cameras	-	31/12/2026	31/12/2026	16 Nos.	Free of FSI

D.) The size and the location of the facilities / amenities in form of open spaces (RG/ PG etc.) provided / to be provided within the plot and / or within the layout.

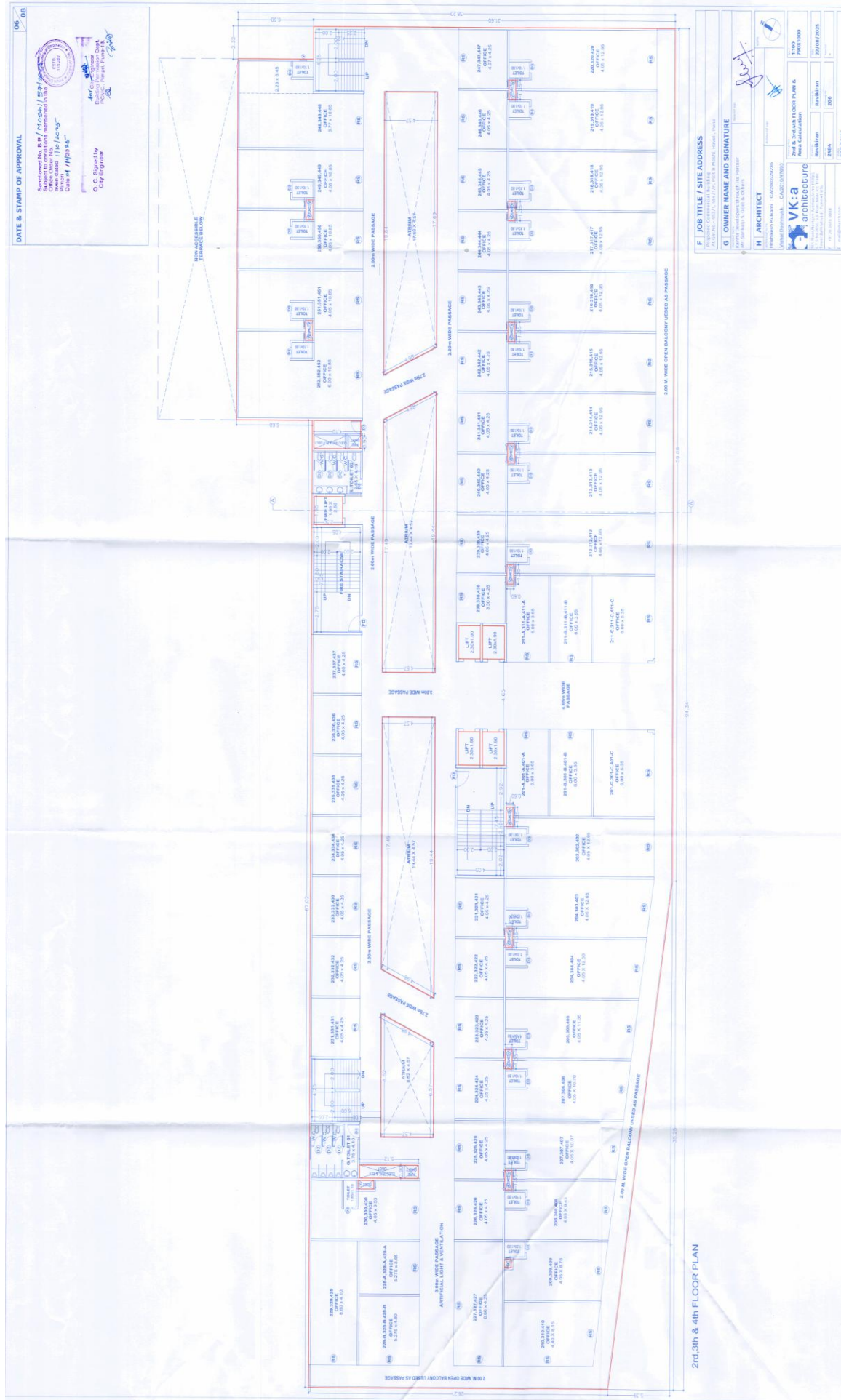
SR NO	TYPE OF OPEN SPACES (RG/PG) TO BE PROVIDED	PHASE NAME/ NUMBER	SIZE OPEN SPACES TO BE PROVIDED	PROPOSED DATE OF AVAILABILITY FOR USE	PROPOSED DATE OF HANDOVER TO THE SOCIETY COMMON ORGANIZATION
-	-	-	-	-	-

E.) Details and specifications of the lifts:

SR NO	TYPE LIFT (PASSENGER/ SERVICE/ STRETCHER/GOODS/FIRE EVACUATION/ ANY OTHER	TOTAL NO. OF LIFTS PROVIDED	NUMBER OF PASSENGER OR CARRYING CAPACITY IN WEIGHT (KG)	SPEED (MTR/SEC)
1	PASSENGER LIFT	4	6 Each	1.5
3	FIRE LIFT	1	8	1.5

ANNEXURE-A

[illegible]



ANNEXURE-C



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 :
P52100055866

Project: **Pristine Commerce Street** , Plot Bearing / CTS / Survey / Final Plot No.: **Gat No. 453/1,454/1(P), Plot No-B** at
Moshi, Haveli, Pune, 412105;

1. **Kanha Developers** 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 **23/04/2024** and ending with **31/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: **23/04/2024**
Place: **Mumbai**

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 23-04-2024 18:40:30

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

ANNEXURE-D

[illegible][illegible][illegible][illegible][illegible]

ANNEXURE-E

आपर तहसिलदार पिंपरी चिंचवड ता.हवेली जि.पुणे

पिंपरी चिंचवड नवगर विकास प्राधिकरण कार्यालयाची नविन प्रशासकिय इमारत आकुर्ची पुणे ४४

क्र.जमीन/एनए/एसआर/४५६/२०१९

दि.१५/१०/२०१९

प्रति,

गाव कामगार तलाठी मोशी

हवेली, जि.पुणे

आपर तहसिलदार

पिंपरी-चिंचवड, ता.हवेली

विषय :-

जमिन पुणे

मौजे मोशी, ता.हवेली येथील जमीन ग.नं.४५३/१, ४५४/१ मधील मंजूर रेखांकना क्षेत्र १२२००.०० चौ.मी. मधील रस्त्याकरीता बांधित क्षेत्र २८२६.५६ चौ.मी. वजा जाता १२२४८२ चौ.मी. निवासी क्षेत्र व १४८६२ चौ.मी. क्षेत्रास वाणिज्य प्रयोजनार्थ अकृषिक झाल्याची नोंद घेणेबाबत.

संदर्भ :-

१ अर्जदार श्री.राम मधुकर नलावडे व इतर रा.भोसलेनगर, शिवाजीनगर, पुणे ०७ दि.१४/१०/२०१९ रोजी घा अर्ज

२ महासष्ट शासन, महसूल व वनविभाग यांचेकडील दि. ०५/०१/२०१७ रोजीची अधिसूचना व शासन परिपत्रक क्र. एनए-२०१७/प्र.क्र.११५/टी-१ दि.१९ ऑगस्ट २०१७

मौजे मोशी, ता.हवेली येथील जमीन ग.नं.४५३/१, ४५४/१ मधील मंजूर रेखांकना क्षेत्र १२२००.०० चौ.मी. मधील रस्त्याकरीता बांधित क्षेत्र २८२६.५६ चौ.मी. वजा जाता १२२४८२ चौ.मी. निवासी क्षेत्र व १४८६२ चौ.मी. क्षेत्रास वाणिज्य प्रयोजनार्थ अकृषिक आकारणी करून मिळावी म्हणून अर्जदार श्री.राम मधुकर नलावडे व इतर रा.भोसलेनगर, शिवाजीनगर, पुणे ०७ यांनी या कार्यालयाकडे संदर्भित पत्र क्र. १ अन्वये अर्ज दाखल केलेला आहे. अर्जदार यांनी केलेल्या विनंतीच्या अनुषंगाने आगाऊ विनशेतसारा शासन जमा करणेबाबतच्या भिळकतीचे वर्णन खालीलप्रमाणे आहे.

अ.क्र.	गावाचे नांव	तालुका	सह्ये नं./ ग. नं.
१	मोशी	हवेली	४५३/१, ४५४/१
२	जमिन मालकाचे नांव	स.नं./ ग. नं.	७/१२ प्रमाणे एकूण क्षेत्र विनशेती करावयाचे क्षेत्र
३	सुवर्णा सोमनाथ नलावडे मधुकर घोडीबा नलावडे आशा मधुकर नलावडे सोमनाथ मधुकर नलावडे राम मधुकर नलावडे	४५३/१	११२००.०० चौ.मी. ११२००.०० चौ.मी.
	राम मधुकर नलावडे आशा मधुकर नलावडे मधुकर घोडीबा नलावडे सुवर्णा सोमनाथ नलावडे	४५४/१	१०००.०० चौ.मी. १०००.०० चौ.मी.
४		एकूण	१२२००.०० चौ.मी. १२२००.०० चौ.मी.
५	अर्जदार यांनी रेखांकनात नकाशात समाविष्ट केलेले क्षेत्र		१२२००.०० चौ.मी.
६	(-)इतर आरक्षण व रस्त्याखालील एकूण वजा क्षेत्र		२८२६.५६ चौ.मी.
७	विनशेती करावयाचे निव्वळ क्षेत्र		९३७३.४४ चौ.मी.

6

८	विनशेती वापराचे प्रयोजन	निवासी	१२२४८२ चौ.मी.
		वाणिज्य	१४८६२ चौ.मी.

अर्जदार यांना या कार्यालयाकडील पत्र क्र.जमीन/एनए/एसआर/४५६/२०१९ दि.१०/१०/२०१९ अन्वये खालीलप्रमाणे विनशेतसारा शासनजमा करणेबाबत कळविणेत आलेले होते.

अ.क्र.	प्रयोजन	निवासी	वाणिज्य
१	विनशेती आकारणी क्षेत्र चौ.मी मध्ये	१२२४८२	१४८६२
२	विनशेती आकारणीचा दर (प्रति चौ.मी.)	१.३९८	२.७९६
३	विनशेती करावयाच्या क्षेत्रावरील वार्षिक आकारणी	१२८९७.००	४१६.००
४	रुपांतरित कराची रक्कम	६४४८५.००	२०८०.००
५	अनाधिकृत अकृषिक वापराबाबत ४० पट दंड	०.००	०.००
६	खसूल करावयाची एकूण रक्कम रुपये	७७३८२.००	२४३६.००
७	एकूण	७९८७८.००	

वरीलप्रमाणे अर्जदार यांनी देय रक्कम १२२४८२ चौ.मी. क्षेत्रास निवासी प्रयोजनार्थ १.३९८/-प्रती चौ.मी. या दराने वार्षिक आकारणी र.रु. १२८९७.०० व रुपांतरित कराची र.रु. ६४४८५.०० व १४८६२ चौ.मी. क्षेत्रास वाणिज्य प्रयोजनार्थ २.७९६/- प्रती चौ.मी. या दराने वार्षिक आकारणी र.रु. ४१६.०० व रुपांतरित कराची र.रु. २०८०.०० असे एकूण रक्कम रुपये ७९८७८.०० एवढी रक्कम चलन GRN MH००९२९०२९३२०१९२०M दि.१४/१०/२०१९ रोजी शासकीय कोषागारात जमा करून चलनाच्या प्रती या कार्यालयास सादर केलेल्या आहेत. तसेच विषयवस्तु मिळकतीवरील बोधकाम नकाशास पिंपरी चिंचवड महानगरपालिका यांनी त्यांचेकडील क्र. बीपी/ले.आ./मोशी/५४/२०१९ दि.१९/०९/२०१९ अन्वये दिलेल्या प्रारंभ प्रमाणपत्राची व बोधकाम नकाशाची प्रत सादर केलेली आहे.

सबब, आपणांस याद्वारे कळविणेत येते की, विषयवस्तु जमिनीच्या गाव नमुना नं. ७/१२ व गाव नमुना नं. २ मध्ये अकृषिक झाल्याची नोंद (विनशेतीकडे क्षेत्र १२२४८२ चौ.मी. निवासी व वाणिज्य १४८६२ चौ.मी. वाणिज्य) क्षेत्राची नोंद घेणेसाठी चलनाची व बोधकाम नकाशाची प्रत सोबत जोडली आहे. सदरची नोंद गाव दफ्तरी घेणेत येऊन दुरुस्त अधिकार अधिलेखातची प्रत अर्जदारास उपलब्ध करून देणेत यावी. व केलेल्या कार्यवाहीचा अहवाल दुरुस्त अधिकार अधिलेखासह या कार्यालयास सादर करावा.

आपर तहसिलदार

पिंपरी-चिंचवड, ता.हवेली

आपर तहसिलदार पिंपरी चिंचवड

ता.हवेली जि.पुणे

प्रत :- १. श्री.राम मधुकर नलावडे व इतर रा.भोसलेनगर, शिवाजीनगर, पुणे ०७

२. मा.कार्यकारी अधिवंता,बोधकाम परवानगी व अनाधिकृत बोधकाम नियंत्रण विभाग,

पिंपरी चिंचवड महानगर पालिका पिंपरी पुणे ४११०१८

व्यक्ति XXX

(गता गायकवाड)

आपर तहसिलदार पिंपरी चिंचवड

ता.हवेली जि.पुणे

ANNEXURE-F

326/20504	पावती	Original/Duplicate
Friday, July 26, 2024		नोंदणी क्र.: 39M
10:25 AM		Regn.:39M
मागवेचे नाव: पापाण		पावती क्र.: 20958
दस्तावेजाचा अनुक्रमांक: हप्तल10-20504-2024		दिनांक: 26/07/2024
दस्तावेजाचा प्रकार: स्पेशल पावर ऑफ अटॉर्नी		
मादर करणानाचे नाव: मोहित विजयकुमार जयराळे		
	नोंदणी फी	₹. 100.00
	दस्त हाताळणी फी	₹. 200.00
	पृष्ठांची संख्या: 10	
	एकूण:	₹. 300.00
आपणास मूळ दस्त, धंक्नेज प्रिंट, मूची-२ अंदाजे		
10:44 AM ह्या वेळेस मिळेल.		
बाजार मूल्य: ₹.0.0 /-		
मोबदला ₹.0/-		
भावेनेले मुदांक शुल्क: ₹. 500/-		
1) देयकाचा प्रकार: DHC रकम: ₹.200/-		
डीडी/मार्गादेश/पे ऑर्डर क्रमांक: 0724249615054 दिनांक: 26/07/2024		
बँकेचे नाव व पत्ता:		
2) देयकाचा प्रकार: eChallan रकम: ₹.100/-		
डीडी/मार्गादेश/पे ऑर्डर क्रमांक: MH005701267202425E दिनांक: 26/07/2024		
बँकेचे नाव व पत्ता:		

Other Receipt

326/20504

इतर पावती

Original/Duplicate

Monday, 05 August 2024 12:12 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 22108

दिनांक: 05/08/2024

गावाचे नाव: -पाषाण

दस्तऐवजाचा अनुक्रमांक: हवेली 10-20504-2024

दस्तऐवजाचा प्रकार: स्पेशल पावर ऑफ अॅटर्नी

सादर करण्याच्याचे नाव: मोहित विजयकुमार जगदाळे

वर्णन

दस्त हाताळणी की

रु. 100.00

पृष्ठांची संख्या: 5

एकूण:

रु. 100.00

1); देवकाचा प्रकार: DHC रकम: रु.100/-

डीडी/धनादेश/ने ऑर्डर क्रमांक: 0824040104325 दिनांक: 05/08/2024

बँकेचे नाव व पत्ता:

सह दय्यम निबधक हवेली 10-20504-2024
 सह दय्यम निबधक (वर्ग-२)
 हवेली क्र. १०

[illegible]

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0724249613054	Date 24/07/2024
Received from SANKALP SUBHASH GODE, Mobile number 9881980391, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office S.R. Haveli 1 of the District Pune.	
Payment Details	
Bank Name UBN	Date 24/07/2024
Bank CN 1020410204072414269	REF No. 62888005
This is computer generated receipt, hence no signature is required.	

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 072434913554

Date 24/07/2024

Received from SANKALP SUBHASH GOEL, Mobile number 9881668391, an amount of Rs.200/- towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office S.R. Haveli 1 of the District Pune.

Payment Details

Bank Name UBI

Date 24/07/2024

Bank CN 10004133202472414269

REF No. 628869085

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

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SPECIAL POWER OF ATTORNEY

Know to all men by these presents that, I MR. SANKALP SUBHASH GOEL, Age About 35 years, Occupation - Business, being constituted attorney of the owners of the properties and also as the partners of KANHA BUILDSPACES LLP., a registered Limited Liability Partnership Firm registered under Act-2008, having PAN ABBFK9894Q and having office at 96, Suvamarekha Boulevard, Office No. 202, Ghodake Chowk, Prabhath Road, Pune, 411004.

M/S. KANHA DEVELOPER, a registered Partnership Firm, registered under Indian Partnership Act-1932, having PAN AAWFK5031H and having office at 96, Suvamarekha Boulevard, Office No. 202, Ghodake Chowk, Prabhath Road, Pune, 411004.

Appoint 1) Mohit Vijaykumar Jagdale, Age about 26 years, Occ. Service Residing at 1547 Saraswati Colony No.2, Gevrai, Beed-431127 2) Soham Baburao Jambhaldare, Age about 27 years, Occ. Service Residing at Post Turori Tq. Omega Dist. Osmanabad - 413606. 3) Akshay Subhash Gaware, Age about 33 years, Occ. Service Residing at 317 Shukrawar Peth, Khadak front of Police Station, Pune-411002 4) Nitin Kishor Gaikwad, Age about 26 years, Occ. Service Residing at Padli, Tq. Pathan Dist. Aurangabad - 431105. 5) Rohan Vyankat Sonkambale, Age about 21 years, Occ. Service Residing at Post. Pimpri Tq. Udgir Dist. Latur -413517 6) Ashish Dhananjay Gaikwad, Age about 32 years, Occ. Service Residing at N.D.A. Road, Opp-Dharmveer Mitra Mandol, Abhin Gate, Shine, Pune-411023 as my attorney to appear before the Sub-Registrar Haveli or any other registering authority and to present Agreements, Supplementary Agreement, Correction Deed, Cancellation Deed, Conveyance Deed, which may be executed from time to time by me in respect of the tenements in project "THE LORDS BY PRISTINE DEVELOPERS", on the Survey No. 138/5 situate, lying and being at Village Pashan, Taluka Haveli, District Pune & "PRISTINE COMMERCE STREET", on the Gut No. 453/1 & 454/1 situate, lying and being at Village Moshi, Taluka Haveli, District Pune and to admit the execution thereof and to do all acts and things necessary for the registration of the aforesaid instruments / agreements, etc. without consideration.

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हवल-१०

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IN WITNESS WHERE OF WE HAVE EXECUTED THIS SPECIAL POWER OF ATTORNEY AT PUNE BEFORE SUB-REGISTRAR HAVELI ON THIS 26TH DAY OF JULY 2024.

I KNOW THE EXECUTANT

EXECUTANT

MR. SANKALP SUBHASH GOEL

Through it's Partner of Kanha Buildspaces LLP. & M/s. Kanha Developers

Photo

LHTI

Signature

Appoint (POA Holder)

Mr.Mohit Vijaykumar Jagdale

Photo

LHTI

Signature

Appoint (POA Holder)

Mr.Soham Baburao Jambhaldare

Photo

LHTI

Signature

Appoint (POA Holder)

Mr. Akshay Subhash Gaware

Photo

LHTI

Signature

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हवल-१०

8120408 4 94

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Appoint (POA Holder)

Mr. Nitin Kishor Gaikwad

Photo

LHTI

Signature

Appoint (POA Holder)

Mr. Rohan Vyankat Sonkambale

Photo

LHTI

Signature

Appoint (POA Holder)

Mr. Ashish Dhananjay Gaikwad

Photo

LHTI

Signature

I undersigned, state that, I have read the contents of Power of Attorney and agreed to act accordingly without demanding any remuneration or consideration under whatsoever head and in token of acceptance we have signed on this 25TH day of July 2024 at Pune.

IN THE PRESENCE OF

1) Sign :- S.D.Shilimkar 2) Sign :- R

Name :- Sachin Dattatray Shilimkar Name :- Ravindra Runja Sasane

Address :- Kothrud, Pune-411038. Address :- Old Sangavi, Pune-411027

[illegible][illegible]

 D ocument H andling C harges Inspector General of Registration & Stamps	
Receipt of Document Handling Charges	
PRN 0724249615054	Receipt Date 26/07/2024
Received from SANKALP SUBHASH GOEL, Mobile number 9881668391, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 20504 dated 26/07/2024 at the Sub Registrar office Joint S.R. Haveli 10 of the District Peme.	
DEFACED ₹ 200 DEFACED	
Payment Details	
Bank Name UBIN	Payment Date 24/07/2024
Bank CIN 1000415202407241269	REF No. 626890655
Deface No 0724249615054D	Deface Date 26/07/2024
This is computer generated receipt, hence no signature is required.	

Payment Details						
Sr.	Purchaser	Type	Vatification No./order	GIRN/Lence	Ammout	Issue At Deffense Number Outdate Date
01	KABINHA BLASDFACES LUP	eChallan	G290117603040724858A4	WMX007V126720142BCE	\$60.89	BD 07242466150340Z 26/07/2024
1	DHC:		07242466150554	200	RF 07242466150340Z	26/07/2024
2	KABINHA BLASDFACES LUP	eChallan	WMX007V126720142BCE	100	RF 07242466150340Z	26/07/2024

[SD Stamp Duty] [RP Registration Fee] [DHC: Document Handling Charge]

Know Your Rights as Registrants

- I hereby Statement Documented for sometimes through thourful or in pages or a addt protocol after scrutiny.
- Get your immunities, after registration.

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



हवल-१०
 २८०४९ १५ १५
 २०२४

प्रमाणित करवाया गेले की,
 या सुप्रमाणित करवाये गेले की जो अनेक
 नोंदियां करवाये सुप्रमाणित
 २०२४९ वर्षी योगदान.
(Signature)
 प म शुभम मिश्राल (एन.३) ज्योति र.प.
 दिनांक २६/०७/२०२४



DECLARATION

I/We, **MR. MOHIT VIJAYKUMAR JAGDALE** hereby declare that, the document under the heading **AGREEMENT TO SALE** has been lodged for registration in the office of the Sub- Registrar **Haveli No., Pune.**

I have lodged/executed and admitted the said document by virtue of Power of Attorney, registered **at Serial No. 20504, Dated 05/08/2024** given to me by **M/S. KANHA DEVELOPERS** *through* **MR. SANKALP SUBHASH GOEL.** The executants/s of the said Power of Attorney have not cancelled the same nor any person/s is/are dead, neither the Power of Attorney has-been cancelled for any reason. The said Power of Attorney is competent to the act as per the same.

I am aware that if the above statement is found incorrect than I shall punishable under Section 82 of the Indian Registration Act, 1908.

Place: **Pune**

Date:/.../20...

Sign: -

MR. MOHIT VIJAYKUMAR JAGDALE

Names & Signature of Power of Attorney

PAN CARD AND AADHAR CARD



