



### PODDAR NAVJEEVAN- ATGAON ALLOTMENT LETTER

3/7/2014

SATISH M AGADI
305, BLUEBELL EVERERST WORLD
KOLSHET
THANE W - 400606
9833970910

<u>Sub:</u> Confirmation of Booking of Flat At Poddar Housing's Poddar Navjeevan - Survey & Hissa No. 172/5 Old Survey No. 208 / 5, admeasuring 5.825 Acres, situated in Village Atgaon, Tal Shahpur, Dist Thane

We are pleased to confirm your booking for 1 BHK Flat No. 202, Bldg No. 14 admesuringn 356 sq. feet (Carpet) at Poddar Housing's Poddar Navjeevan- Survey & Hissa No. 172/5, Old Survey No. 208 / 5, admeasuring 5.825 Acres, situated in Village Atgaon, Tal Shahpur, Dist Thane

	Pacic	Srv. Tax	Total
Particulars		Amount	Amount
			20000
Booking Cost		8589	266539
Balance Down Payment		6442	214905
Plinth		5368	179087
First Floor Slab		5368	179087
Second Floor Slab			179087
Third Floor Slab			179087
Roof Slab			71635
Brickwork			71635
Plaster Work			71635
On Possession			1432697
		1271	13898
	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUM		76700
	The same of the sa	394	13144
			37595
			13144
			5258
Water Charges	5100		8596
Society Formation	7650	946	18360
Club Membership	18360		186694
Advance Maintenance for 1 Tear	182208	4486	1619391
Total B			1619391
	Booking Cost Balance Down Payment Plinth First Floor Slab Second Floor Slab Third Floor Slab	Booking Cost   20006	Namount   Amount   Amount

Yours sincerely

For Poddar Navjeevan

**Authorised Signatory** 

(E-mail:gpatgaon04@gmail.com.)

कार्यालच- ग्रामपंचायत कार्यालय, तानसा रोड, आटगांव, ता. शहापूर, जि. ठाणे. ४२१३०१.

श्री. मास्कर खंडू बरोरा

श्री. संजय मंगल निमसे

श्री, बी, बी, विरनार

सरपंच

उपसरपंच

ग्रामविकास अधिकारी

जा. क. 2098/91

दारवसा

विनांक ० ९ /० ६/२० ९ ६

स्रपंच ग्रामपंचायत आरगाव यांगडहुन दावन्हा देव्यान थेतो की आटगांव कार्यक्षेत्रातील आटगांव ता- शारापुर सर्वनं १७२१५ सेनात चेत्रवार हेवीटेट या ाछि योचे पोनवार नवजीवन था कसाटनी बिष्टींग कु १मे १२ व १४ १५, १६ १७, १८ १९ २० व 33,38, 34 38 आहि। ३७ असे एक्न २४ बमारती चे छोध्याम पुर्व हिनांक २० मे २० १६ झालेले स्मित्र इमामनी निवासी वापरायाष्ठी पिन्युर्व नारेन. व त्यांना कमारनी, पुर्वादवाचा अनंकी देवव दारवला

अर्जावार यांचा व्यंवम अर्ज चिनांड २०१५ १२०१६ पाटना ग्रामपंचार्यन माबिनिवली भा दिनांक रे३ ए। २०१६ हरावन १६ मुल्मार हा दाववला - दिला असे.

> ि। **का**श्रीवाञ्च अपन्याद्व कोम्मुव्यक्ष्म्याञ्चाहरू गामपुचायत आटगाव

ग्रामपंचायत आटगांव

Date: 15/02/2016

# TO WHOMSOEVER IT MAY CONCERN

# **BUILDING COMPLETION CERTIFICATE**

We hereby certify that the development work of Building no 1,2,3,4,5,6,7,8,9,10,11,12,14,15,16,17,18,19,20,33,34,35,36 12 37 at Poddar Navjeevan, Atgaon by Poddar Habitat Pvt. Ltd. located on S. No. 172/5 at Village – Atgaon, Tal- Shahapur, Dist- Thane is supervised by us & has been completed on 15<sup>th</sup> Feb 2016 according to the sanctioned plans.

The work has been completed to our best satisfaction, the workmanship & all materials have been used in accordance with general & detailed specifications. The building is fit for occupancy for which it has been constructed.

Sincerely,

KARTIK PUNJABI

CHIEF EXECUTIVE

VIJAY PUNJABI CONSULTANTS PVT.LTD.

KARTIK PUNJABI ARCHITECT

CA/96/20514

Schweller 11. 17

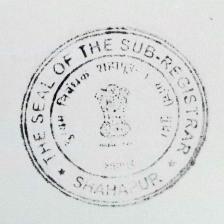
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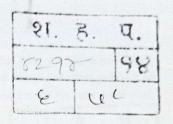
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Location THANE										
Year 2014-2015 One Time		Flat/Block No. FLAT NO 202 BUILDING NO.		O 14						
Account Head Details	Amount In Rs.	Premises/E	Building							
0030046401 Sale of NonJudicial Stamp	55600.00	00 Road/Street 356.36								
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	THE U.S. L.	Town/City/	District							
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SHREE



### AGREEMENT FOR SALE

Agreement Value Rs. 1389750=00

Market Value for Stamp Duty Rs. 12,41,618/-

Stamp Rs. <u>55600=00</u>

Carpet Area 356 sq. ft.

[including 13.35 sq. ft. dry balcony,

\_\_\_\_ sq. ft. open terrace]

Flat No. 202 on 2nd Floor

Type Bb in the Building No. 14.

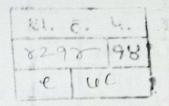


# PODDAR NAVJEEVAN

shahapur Articles of Agreement made and entered into at day of the month July 2014. BETWEEEN MR. DIPAK PODDAR, residing at Flat No.172 Brij Kutir, Rungta Lane of Nepeansea Road, Mumbai 400006, hereinafter referred to as "Promoter No. 1" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the FIRST PART; श. ह. AND MR. ROHITASHWA PODDAR residing at Flat No. B-1, Amalfi, 15 L.D. Ruparel Marg, Malabar Hill Mumbai 400006, hereinafter referred to as "Promoter No. 2" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the SECOND PART; AND PODDAR HABITAT PRIVATE LIMITED a companyincorporated and registered under Indian Companies Act, 1956, having its registered office at Unit No. # 3-6, Neeru Silk Mill Mathuradas Mills Compound, N.M. Joshi Marg, Lower Parel (West), Mumbai 400 013, hereinafter referred to as "Promoter No. 3"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in-interests and assigns ) of the THIRD PART; The Promoter No.1, Promoter No.2 and Promoter No. 3 through their Power of Attorney holder \_\_ are hereinafter collectively referred to as "Promoters". Mr. Kannan · K AND Mr. / Mrs. / Ms. / M/s. Satish. Mailarappa. Agadi age Hityus Occupation: School residing at 305, Blue bell, Energy world, phokali, kolshet Road, Thane (vest) 400 and assessed to Income Tax under Permanent Account Number (PAN)hereinafter referred to as "the Purchaser" (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to include in case of an Individual his/her/their heirs, executors, administrators and permitted assigns in case of a Partnership Firm, the partner or partners for the time being of the said firm, the survivor of them and the heirs, executors, administrators and permitted assigns of the last surviving partner in case of a Company its successors-in-title and permitted assigns) of the FOURTH PART. WHEREAS By and under a Deed of Conveyance dated December 08 , 2010 registered with the office of

By and under a Deed of Conveyance dated December 08, 2010 registered with the since of the Sub-Registrar of Assurances at Shahpur under Serial No. 5694 of 2010 the Promoter No. 1 and Promoter No. 2 jointly acquired from Gajanan Rama Ghavat, Anangular Gadiya Gharat, Changunabai Ramchandra Lute and Nitin Kishan Bhande all that pieces and parcels of non-agricultural land bearing Survey and Hissa Nos.172/5, Old Survey No.208/5 admeasuring 5.825 Acres, as per 7/12 extract, situated in Village Atgaon, Taluka Shahpur, District Thane and within the limits of Gram Panchayat Atgaon, in the registration District of Thane and more particularly described in the Schedule 'I' hereunder written and for the sake of brevity hereinafter referred to as "the said property".

. (101)



- b. By and under a Joint Development Agreement dated 02/07/2013 registered with the office of the Sub-Registrar of Assurances at Shahpur under Serial No. 03906 the Promoter No.1 and Promoter No. 2 granted development rights in respect of the said Property to the Promoter No.3 on the terms and conditions contained therein.
- c. The Promoters have made a scheme for development of the said property by constructing thereon residential units as per the layout sanctioned by the Collector of Thane under Reference No.T.No.-11/NAP/SR-95/2012 dated February 14, 2013.
- d. The Collector of Thane has issued Commencement Certificate under Sections 45 and 58 of the Maharashtra Regional and Town Planning Act, 1966 bearing Reference No.T.No.-11/NAP/SR-95/2012 dated February 14, 2013 for undertaking construction on the said Property. A copy of the Commencement Certificate is hereto annexed and marked as Annexure A and a copy of NOC dated 10.02.2012 of N.A. issued by Gram Panchayat Atgoan annexed and marked as Annexure B.
- e. As per the approved sanction plan, the Promoters propose to develop the said property, sector-wise and/or in a phased manner known as "Poddar Navjeevan", comprising of ground and three upper floors consisting of residential flats and such other purpose/s as may be permissible by law and to sell the same on ownership basis to the prospective purchasers ("Project").
- f. The Promoters have accordingly commenced construction work of the Project in accordance with the approved plan and prescribed terms and conditions.
- g. The Promoters have entered into a standard agreement with Vijay Punjabi Consultants Pvt. Ltd. having office at 368, Shanti Kamal V.P. Road Santacruz (West) Mumbai 400 054 as Architect registered with the Council of Architects and have appointed Sameer Gupte as structural Engineer for the preparation of structural design of the building and the Promoters accept the professional supervision of the Architect and Structural Engineer, until the completion of the Project.
- h. The Promoters have also applied for and obtained the 7/12 extract in respect of the said property and the copy whereof is annexed hereto and marked as Annexure C.
- The Purchaser herein demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said propert plans, designs and specifications prepared by the Architect and such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") and the Rules made there under and the Purchaser is fully satisfied with the title of the Promoters in respect of the said property and Promoters right to construct, allot and sell various premises in the Project. The Purchaser confirms that the Purchaser waives his/her/their right to further investigate or raise any objection to the title of the Promoters to the said property or Project.
- j. Copy of Certificate of Title dated 2<sup>nd</sup>May , 2013 issued by the Advocate of the Promoters, copy of sanctioned Building Plan and copy of specifications of Flat agreed to be purchased and approved by concerned local authority have been inspected by the Purchaser separately. A copy of the Certificate of Title is hereto annexed and marked as Annexure D & E;

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The Promoters have informed the Purchaser that the Promoters have entered into / will be entering into separate agreements with other purchasers for the sale/allotment of flats in the Project being constructed on the said property.

The Purchaser being fully satisfied in respect of the title to the said property and the Project and all permissions, plans etc. and all the representations made by the Promoters and the right of the Promoters to develop the said Property, the Purchaser has voluntarily and on his/her own approached the Promoters and applied for allotment of Flat No. 202 admeasuring 356square feet carpet area [including 13.35 sq. ft. dry balcony, \_\_\_\_ sq. ft. open terrace] on the 2nd Floor (hereinafter referred to as the "said Flat"), in the \_\_\_\_\_Building No. (hereinafter referred to as the "said Building")of the said new building/s collectively called PODDAR NAVJEEVAN being constructed by the Promoters on the said property and more particularly described in the Schedule hereunder written and shown delineated by a colour boundary line on the floor plan annexed hereto and marked as Annexure E.

The Promoters have agreed to sell and allot to the Purchaser the said Flat on ownership basis and the Purchaser has agreed to purchase from the Promoters the said Flat for a total

consideration of Rs. 1389750=49 (Rupees There en la cight nine thous and Sworld) and on the terms and conditions as hereinarter appearing. consideration of Rs. 1389750=07 (Rupees Thirteen lac eighty

The Purchaser hereby expressly confirms that he / she/ they has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoters contained in this Agreement.

- It is clarified by the Promoters that the building plans and the lay out plans though approved by the concerned authority, are tentative and are liable to be changed and / or revised or amended as per the requirements of the Promoters and / or as may be ultimately approved / sanctioned by the concerned public bodies and authorities. The Promoters reserve the right to do so without obtaining any consent / permission / approval from the Purchaser and this right of the Promoters is acknowledged and accepted by the Purchaser.
- The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to p. the said Flat hereby agreed to be purchased by the Purchaser from the Promoters as stipulated herein.
- Under section 4 of the "said Act" the Promoters are required to execute a written agreement for sale of the said Flat in favour of the Purchaser, being in fact these present and also to register the said agreement under the Registration Act, 1908 however, at the expenses of Purchaser.

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

The Promoters propose to construct the said building/s on the said property, consisting of Providential fat in accordance with the plans, designs and specification sanctioned by the AHAGONECLOF, Thane vide T.No.-11/NAP/SR-95/2012 dated February 14, 2013 and seen and approved by the Purchaser with necessary variations and modifications as the Promoters may consider necessary and proper, entirely at their discretion and as per the directions of Collector, Thane from time to time, in that behalf,

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The Purchaser hereby agrees to such variations and modification in as much as he/she/they hereby records his/her/their consent and confirms and undertakes that he shall not at any time at all raise any objection in respect thereof.

- 2. The Purchaser declares that he/she/they has inspected and investigated the title to the said property and has before the execution of these presents, satisfied himself/herself/themselves about the rights and title of the Promoters to the said property and he/she/they shall not be entitled to further investigate the title to the Promoters and hereafter no requisition or objection of any nature whatsoever shall be raised by the Purchaser on any matter relating to the rights and title of the Promoters.
- 3. The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser the said Flat No. 202 admeasuring 356 square feet carpet area [including 13:35 sq. ft. dry balcony, \_\_\_\_\_\_ sq. ft. open terrace] on 209 Floor ("said Flat")of the said Building more particularly described in the Schedule hereunder written and shown delineated by a colour boundary line on the floor plan, hereto annexed and marked as Annexure-E for a total consideration of Rupees

Rupees In Carry (Rupees In Carry), whith fine udes steed development charges and proportionate price of the property cost and the common areas and facilities appurtenant to the said Flat, in the building complex to be known as 'PODDAR NAVJEEVAN'. The area agreed to be sold as mentioned hereinabove, is worked out based on the building plans prepared by Architect appointed for this Project.

 The Purchaser agrees to pay to the Promoters the said purchase price of the said Flat in the said Building to be acquired by him/her/them as under.

the said	Building to be acquired by think			200	
(A) (B)	At the Time of Booking On or before execution of this Agreement Within 30 days of payment of Booking	20%	Rs.	20000.	-
(C)	Amount  Commencement of Plinth	15%	Rs.	208463	
(D)	Commencement of 1st Floor Slab	12.50%	Rs	173719	(
(E)	Commencement of 2nd Floor Slab	12.50%	Rs.	173719	10
(F)	Commencement of 3rd Floor Slab	12.50%	Rs.	173719	10
(G)	Commencement of Roof Slab	12.50%	Rs.	1434	12
(H)	Commencement of Brickwork	5%	Rs.	69488	10
(I)	Commencement o f Plaster	5%	Pro	6.901188	v
(J)	On Intimation of Flat being ready for	5%	1. Bs.	694 318	-
	Possession		性	1389750=	ac
	Total	100%	I Rs.	Short S	1,000

In case the above-mentioned payment is not received within 15 (Fifteen days from issuing the demand letter, interest will be charged @18% per annum. The Purchaser is and shall be solely responsible in the event of delayed payment, for ultimate delay in completion of the said Building and handing over possession of the said Flat and also consequent rise in cost of construction. Time for payment of the aforesaid amounts shall be essence of the contract:

/amon

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referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Promoters.

- (c) The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- (d) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- (e) This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.
- 39. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963.
- 40. The terms and conditions contained in these presents shall be binding not only on the Purchaser for the time being but also on his heirs, executors, administrators and permitted assigns and every person deriving title through or under him/her/them in respect of the said Flat agreed to be purchased and acquired by the Purchaser under these presents.
- 41. The Promoters shall be entitled to alter the terms and conditions (including change of user) of any agreement relating to the unsold flats in the said Building/commercial complex of which the aforesaid said Flat forms part and the Purchaser shall have no right to require the endorsement thereof or any of them at any time.
- 42. The Purchaser hereby declares that he had entered into this Agreement, after going through it and with knowledge of the terms and conditions herein contained.

# SCHEDULE 'I' (Description of the property land)

All these pieces and parcels of land within the Village Atgaon , Taluka Shahpur , District Thane, within the local limit of Gram Panchayat Atgaon and Sub-Registrar Shahpur at Shahpur and Talathi Shahpur bearing Survey No. as follows.

S. No. Hissa No. Acre

New Survey No. 172/5
Old Survey No. 208/5

5.825

Total

Total

The sald property is bounded as follows:
On or towards East:
On or towards West
On or towards North:
Survey No. 172/6
Survey No. 172/4
On or towards South

/aunau

Survey No. 171/2 Survey No. 172/4 Survey No. 172/7

Sans

81. E. U. 18293 178

IN WITNESS WHEREOF THE PROMOTERS and the PURCHASER have signed below this Agreement on the date, month and the year first hereinabove mentioned.

### SIGNED SEALED AND DELIVERED

Name of the Promoters	Photo	Sign	Thumb
1. Mr. Dipak Poddar 2. Mr. Rohitashwa Poddar 3. M/S Poddar Habitat Pvt. Ltd. through their Power of Attorney Holder r. Kannan & K		For Poddar Ha	uthorised Signatury

Name of the Purchasers	Photo	Sign	Thumb
Mr. Sortish Mailar appa Agadi		Satisati	

#### WITNESS

Name	Address	Sign
T.H. Khandagale.	Acugaen, Tel-Shahapur Dist-Thane.	wheeder
A.N. Shelwale	Shelodi, Tel-Shahapur Disi-Thane.	AGUL A
THE REPORT OF STREET	DECEIDT	

### RECEIPT

Received of and from the PURCHASER above named the sum of Rs. 27.7950 on or before this Agreement from time to time. This sum being 20% of the total sale price of the Flat, as advance payment mentioned in Clause 4 of this Agreement.

Dated

Power of Attorney Holder

The Promoters

Director/Autherised Signation



18/07/2014

सूची क्र.2

दुय्यम निबंधक : दु.नि. शहापुर

दस्त क्रमांक : 4214/2014

नोदंणी :

Regn:63m

## गावाचे नाव: 1) आटगाव

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

1389750

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

1241618

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: (विभाग क्रमांक -7)मौजे आटगाव ता.शहापूर जि.ठाणे येथील नवीन सर्वे नंबर. 172/5 जुना सर्वे नंबर 208/5 चे क्षेत्रफळ 5-82-5 (हे.आर.प्र) या वरील " पोद्दार नवजीवन " मधील सदिनका नं.202 चे क्षेत्र 356 (चौरस.फूट) कारपेट (मध्ये 13.35 चौ.फू ड्राय बाल्किनी) 2 रा मजला,बिल्डिंग नंबर.14 टाईप. बी- बी.( ( Survey Number : नवीन सर्वे नंबर.172/5 जुना सर्वे नंबर 208/5.; ) )

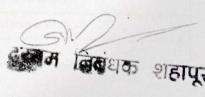
(5) क्षेत्रफळ

1) 356 चौ.फुट

- (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.
- (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता
- (9) दस्तऐवज करुन दिल्याचा दिनांक
- (10)दस्त नोंदणी केल्याचा दिनांक
- (11)अनुक्रमांक,खंड व पृष्ठ
- (12)बाजारभावाप्रमाणे मुद्रांक शल्क
- (13)बाजारभावाप्रमाणे नोंदणी शुल्क
- (14)शेरा

- 1): नाव:-श्री.दीपक पोद्दार,श्री.रोहिताश्च पोद्दार,एम/एस पोद्दार हॅबीटॅट पी.व्ही.टी एल.टी.डी तर्फे त्यांचे कु.मु.म्हणून श्री.अजित नामदेव मासाळ वय:-23; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: युनिट नं 3/6 नेहरू सिल्कमिल्स , ब्लॉक नं: मथुरादास मिल्स कंपाउंड , रोड नं: लोअर परेल एन.एम.जोशी मार्ग मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400013 पॅन नं:-AAECP8334R
- 1): नाव:-श्री.सतीश मैलाराप्पा अगडि वय:-47; पत्ता:--, -, 305,ब्लूबेल ईव्हरेस्ट वर्ल्ड , ढोकळी कोलशेत रोड , ठाणे पश्चिम , Chitalsar Manpada, MAHARASHTRA, THANE, Non-Government. पिन कोड:-400607 पॅन नं:-AAOPA9109Q





मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-:

(iii) Within the limits of any Grampanchayat area or any such area not mentioned in sub-clause (ii)