

AXIS BANK LTD., NEW MARINE LINES FRANKING DEPOSIT SLIP	
Name and address of Stamp duty paying party : Poddar Developers Limited Unit 3-5, Neeru Silk Mills, Mathuradas Mill Compound, 126, N. M. Joshi Marg, Lower Parel, Mumbai - 400 013.	
DD / Cheque No. 30 AUG 2011 TRANSFER	Date : Pay to : Franking Value Service Charges Total
Deposit Slip, New Marine Lines, Mumbai AXIS BANK LTD. A/c Stamp Duty Rs. 32190 Rs. 82200	Customer Copy
Tran. Id. Franking Sr. No. <i>25761</i> Officer	(For Bank's Use only)

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SHREE

AGREEMENT FOR SALE

Agreement Value Rs. 826065

Market Value for Stamp Duty Rs. _____

Stamp Rs. 32190

Carpet Area 302 Sq. ft.

[including — sq.ft. dry balcony,

— sq. ft. flowerbed, — sq.ft. open terrace]

Flat No. 01 on end Floor

in the Building No. 18

SAMRUDDHI EVERGREENS COMPLEX



Rajesh Yeshwant
उमट मुद्रांक केंद्रिंग तपासले
बॅकशी मेळ घेतला
बरोबर आढळले

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:2:

उह न. २
२५६६ २०११
२ ४६

32190

Articles of agreement made and entered into at Mumbai this 06th day of the month Sept 20 11.

उल्हासनगर-२

BETWEEN

Poddar Developers Limited, incorporated and registered under Indian Companies Act, 1956, having its registered under Indian Companies Act, 1956, having its registered office at Unit # 3-5, Neeru Silk Mills Mathuradas Mills Compound, 126, N.M. Joshi Marg, Lower Parel (W), Mumbai-400 013, through its Authorised Signatory Mr. Jayshankar Neerun hereinafter referred to as **"the Promoters"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-in-interests and permitted assigns therein) of the **FIRST PART**.

AND

Mr / Mrs / Ms / M/s Yeshwant R. Rajesh R., age 31; Occupation: Service residing at Bldg No. 12, Flat No. 13, M.A. Marg, Rauli Camp, Siukoliwada, Mumbai 400034 hereinafter referred to as **"the Purchaser"** (Which expressions shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

WHEREAS

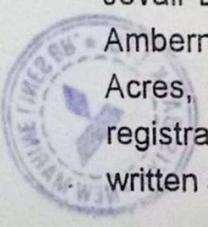
- The Promoters herein have acquired under a Deed of Conveyance dated May 13, 2011 an immovable property being a piece and parcel of a N.A. land situated in Village Sape, Near Jovali Bridge, opposite Prime Water Company, Kalyan Karjat Road, Badlapur, Taluka Ambarnath and bearing Survey and Hissa Nos. 4(2) 5, 7, 10 & 8, having total area 24.99 Acres, as per 7/12 extract, within the limits of Group Gram Panchayat Dahivali, 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"**.
- The Promoters are absolutely seized and well and sufficiently entitled to develop the said property as per the plan got sanctioned by the Collector, Thane.
- The Promoters have made a Scheme for development of the said property by constructing residential units as per the layout sanctioned by the Collector- Thane under Reference No. **K-1/T-14/NAP/ASR-40/2011 dated May 5, 2011**. A copy of the said letter is hereto annexed and marked as **Annexure "A"**;
- The Collector Thane has issued Commencement Certificate under Sections 44 & 45 of the Maharashtra Regional and Town Planning Act, 1966 bearing Reference No. **K-1/T-14/NAP/ASR-40/2011 dated May 5, 2011**.
- In view of the aforesaid sanction being granted, the Promoters have become entitled to develop the said property in accordance with the terms and conditions imposed by the Collector, Thane.
- As per the approved sanction plan the Promoters propose to develop the said property, sector-wise and/or in a phased manner buildings of ground and three upper floors consisting

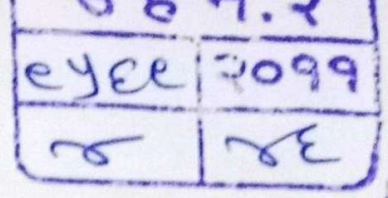


DARSHAN SHAH

AXIS BANK LTD
Court Chamber
35, Shri Vethabhai, Theaters Marg,
Mumbai-400 024
New Market, Laxmi,
Dahisar, R. 1044/02/05/67-70/2008

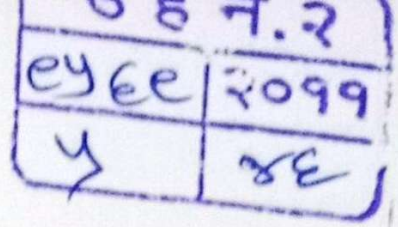
INDIA
R00321901-PB536
Stamp Duty
17:00
AUG 30 2011
78594
132161





of residential Flats/Shops/commercial complex and such other purpose/s as may be permissible by law, to be sold on ownership basis.

- g. The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and have appointed a 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 building/commercial complex.
- h. The Purchaser herein demanded from Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property, plans, designs and specifications prepared by the Architect and such other documents as are specified under the Maharashtra Ownership of Flat/Shops (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.
- i. Copy of Certificate of Title dated 16th July, 2011 issued by the Advocate of the Promoters, copy of sanctioned Building Plan and copy of specifications of Flat/Shop 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 "B"; The Promoters have availed of certain financial facilities from Yes Bank Ltd. against the security of the said Property
- j. The Promoters have accordingly commenced to construct work of the said new building/commercial complex in accordance with the approved plan and prescribed terms and conditions.
- k. The Purchaser voluntarily and on his/her own approached the Promoters for Sale on "Ownership basis", Flat/Shop No. 01 admeasuring 302 sq feet carpet area [including — sq.ft. dry balcony, — sq. ft. flowerbed — sq.ft. open terrace] on the 2nd Floor, Building No. 18 of the said new building/s collectively called **SAMRUDDHI EVERGREENS** being constructed by the Promoters on the said property. The said Flat/Shop is more particularly shown on the plan annexed hereto and marked Annexure "C";
- l. The Promoters have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Promoters, Flat/Shop No. 01, on the 2nd Floor, Building No. 18 in the said building complex to be known as "SAMRUDDHI EVERGREENS" which is being constructed on the said property, hereinafter called the said Flat/Shop with full notice of the terms and conditions hereinafter appearing.
- m. Under section 4 of the "said Act" the Promoters are required to execute a written agreement for sale of Flat/Shop to the Purchaser, being in fact these present, and also to register the said agreement under the Registration Act, however, at the expenses of Purchaser.
- n. The Promoters agreed to sell to the Purchaser the said Flat/Shop at the price and upon the terms and conditions hereinafter appearing.

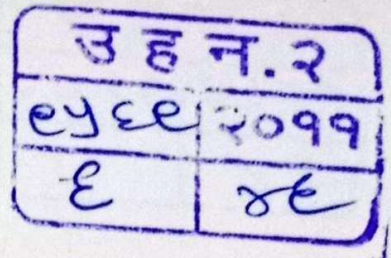


NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Promoters propose to construct the said building/s on the said property, consisting of Flat/Shops in accordance with the plans, designs and specification sanctioned by the Collector, Thane vide K-1/T-14/NAP/ASR-40/2011 dated May 5, 2011 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. The Purchaser hereby agrees to such variations and modifications in as much as he hereby records his consent and say that he shall not at any time at all raise any objection in respect thereof.
2. The Purchaser declares that he has inspected and investigated the title to the said property and has before the execution of these presents, satisfied himself about the rights and title of the Promoters to the said property and he shall not be entitled further to 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 the said Flat/Shop No. 01 on 4th Floor, Building No. 118 having carpet area of 302 sq.ft. [including sq.ft. dry balcony, sq. ft. flowerbed sq.ft. open terrace] and as shown in the floor plan, hereto' annexed and marked as Annexure 'C' and bounded in the red lines for a total consideration price of Rupees 826065/- (Rupees eight lac twenty six thousand & sixty five only), (which includes proportionate price of the property cost and the common areas and facilities appurtenant to the premises for acquisition of the said Flat/Shop in the said building) in the building complex to be known as "SAMRUDDHI EVERGREENS". The area agreed to be sold as mentioned hereinabove, is worked out based on the building plans prepared by Architect appointed for this project.
- (4) The Purchaser agrees to pay to the Promoters the said purchase price of the said Flat/Shop in the said building to be acquired by him/her as under.

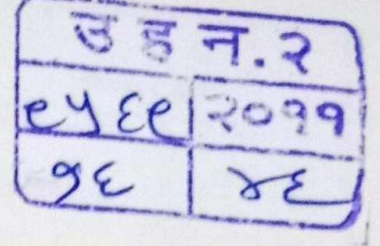
(A) At the Time of Booking:		Rs. 20000
(B) On or before execution of this Agreement within 30 days of payment of Booking Amount		Rs. 145213
(C) Commencement of Plinth	15%	Rs. 123910
(D) Commencement of First Floor Slab	12.50%	Rs. 103258
(E) Commencement of Second Floor Slab	12.50%	Rs. 103258
(F) Commencement of Third Floor Slab	12.50%	Rs. 103258
(G) Commencement of Roof Slab	12.50%	Rs. 103258
(H) Commencement of Brickwork	05%	Rs. 41303
(I) Commencement of Plaster	05%	Rs. 41303
(J) On Intimation of Flat Being Ready for Possession	05%	Rs. 41303
Total	100%	Rs. 826065

In case the above-mentioned payment is not received within 15 (Fifteen) days after issuing 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 Flat/Shop and also consequent rise in cost of construction. Time for payment of the aforesaid amounts shall be essence of the contract.

5. (a) On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement including his/her/ their proportionate share of taxes levied by concerned authorities and other outgoings and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement by giving 15(fifteen) days notice. The Developer shall be at liberty to deal with, dispose of, or sell the Flat/Shop to such person and at such price as the Promoters may in their absolute discretion think fit. The Promoters shall refund the amount received from the Flat/Shop purchase after deducting an amount Rs. 23910/- equivalent to 15% of the Agreement Value from the amount paid by the Purchaser.
- (b) PROVIDED FURTHER that the Purchaser shall pay the last instalment of the purchase price within 15 (Fifteen) days from the receipt of the intimation from the Promoters that the said Flat/Shop agreed to be purchased by him/her/ them is ready for occupation and Purchaser failing to make payment, the Promoters shall be at liberty to exercise their other rights as set out in this Agreement including a right to terminate these presents and sell the said Flat/Shop to any other person.
- (c) PROVIDED FURTHER that the purchasers under this Agreement shall also pay amounts in respect of the MSEB charges, Water charges, Society formation charges, maintenance, etc. as provided hereinafter in Clause 20 along with the payment of the last instalment.
- (d) On Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including installment of purchase price, his proportionate share of taxes levied by the concerned local authority and other outgoing) and Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement. Provided always that the power of the termination hereon before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser 15 (Fifteen) days prior notice in writing of their intention to terminate this Agreement and specific breach and breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- (e) Provide further that upon termination of this Agreement, as the Promoters will be put into substantial financial loss, the Purchaser shall forfeit an amount of 15% of the Agreement Value from the amounts paid and the Promoters shall refund to the Purchaser solely at their convenience the balance amount (if any) till then paid by the Purchaser. The Promoters shall not be liable to pay any interest to the Purchaser on the amount so refunded upon termination of this Agreement and subsequent to the refund of the said amount by the Promoters, they shall be at liberty to dispose off and sell the said Flat/Shop to such person or persons as the Promoters may in their absolute discretion think fit. If Promoters do not terminate these presents then and in such event, they shall be entitled to charge and the Purchaser shall be bound to pay the interest to the Promoters on the delayed payments @ 18% per annum from the due date up to the actual date of payment.



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
M/s PODDAR DEVELOPERS LIMITED Through their Authorised Signatory Shri. <u>Jayshankar</u> <u>menon.</u>		<u>Jayshankar</u> Authorised Signatory	

SIGNED SEALED AND DELIVERED

NAME OF THE PURCHASER	PHOTO	SIGN	THUMB
<u>Yeshwant e. Rajesh.</u> <u>R.</u>		<u>Yeshwant e. Rajesh.</u>	

WITNESS

NAME	ADDRESS	SIGN
<u>Vidhya R. Shetty</u>	UNIT 3-8 NEERU SILK MILLS MATHURADAS MILLS COMPOUND 126 N.M. JOSHI MARG, LOWER PAREL (W) MUMBAI - 400 013	<u>Vidhya R. Shetty</u>
<u>Smita Kanekar</u>	UNIT 3-8 NEERU SILK MILLS MATHURADAS MILLS COMPOUND 126 N.M. JOSHI MARG, LOWER PAREL (W) MUMBAI - 400 013.	<u>Smita Kanekar</u>

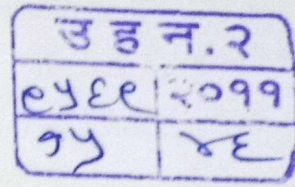
RECEIPT

Received of and from the PURCHASER above named, the sum of Rs. 1652131 on or before this Agreement from time to time. This sum being 20% of the total sale price of the Flat/Shop, as advance payment mentioned in Clause 4 of this Agreement.

Dated 6/9/11

For Poddar Developers Limited

Jayshankar
Authorised Signatory
The Promoters



assigns and every person deriving title through or under him in respect of the premises agreed to be purchased and acquired by the Purchaser under these presents.

- 38 The Promoters shall be entitled to alter the terms and conditions (including change of user) of any agreement relating to the unsold flats/shops in the said Building/Commercial Complex of which the aforesaid Flat/Shop forms part and the Purchaser shall have no right to require the endorsement thereof or any of them at any time.
- 39 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 Sape, Taluka Ambarnath, District Thane, within the local limit of gram panchayat Dahivali and sub registrar Ulhasnagar-2 at Badlapaur and Talathi Saja Kharvai as follows.

<u>S.NO</u>	<u>HISSA NO</u>	<u>ACRE</u>
4	2]
7	0]
5		
10		
8		
	Total	



The said property is bounded as follows:

On or towards East:	Kalyan Karjat Road.
On or towards West	Boundary of Mouje Juveli Village
On or towards North:	Gut No. 6.
On or towards South:	Gut No. 6/ Boundary of Mouje Juveli Village/ Boundary of Mouje Chamtoli Village

SCHEDULE 'II'

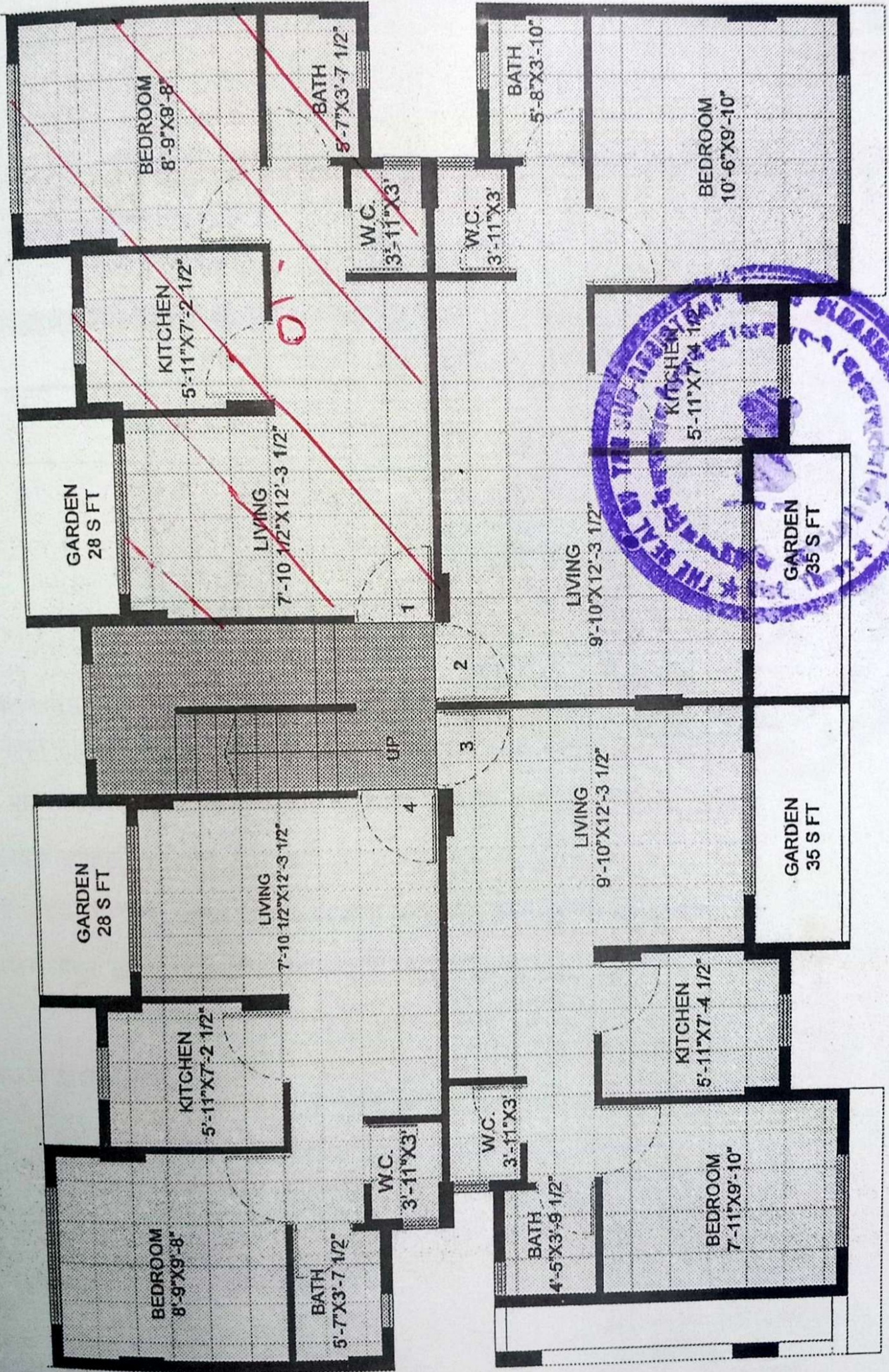
(In-flat Amenities)

- 2' x 12' Vitrified Floor Tiles
- Acrylic Distemper paint inside wall and weather shield over external walls
- Green Marble Kitchen Platform with SS sink
- Powder Coating Aluminum Sliding Window with marble sill
- Wooden door frame and flush doors for main and bedrooms; waterproof door at WC & bath
- Concealed electric wirings
- Geyser in one bathroom
- Concealed plumbing with standard fittings and fixtures
- Dado Printed Ceramic Tiles in Kitchen and Bathroom/WC
- Grill on each window of the flat

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Handwritten mark or signature in blue ink.

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 2099 | 3602
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TYPE Ba GROUND FLOOR 1BHK

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२५६६	२०११
२८	४६

ग्रुप ग्राम पंचायत दहीवली

• सरपंच •

• उपसरपंच •

सारीका बापुराव देशमुख

उत्तम वसंत गवळी

भोज, वराडे, सावरोली, ता. अंबरनाथ, जि. ठाणे

दि. / / २०

दिनांक : १३ / १० / २०१०

ना हरकत दाखला

रूप क्र. ५१८-अन्वये संजुर्

ग्रुप ग्रामपंचायत दहीवली ता. अंबरनाथ जि. ठाणे यांजकडून दाखला देण्यात येतो व अत्रिल

पंपाराव अचलकर यांचे कुळअखत्यारी मेसर्स पोद्दार डेव्हलपर्स लिमिटेड तर्फे श्री. जिनेंद्र कन्हैयालाल नाहर यांना ग्रामपंचायत दहीवली हद्दीतील मौजे सापे येथील स्वतःच्या मालकीच्या गट नं. ४, ७, व १० मध्ये रहीवाशी आणि वाणिज्य संकुल उभा करावयाचा आहे त्या कामासाठी संबंधीत योग्य त्या खात्याची पुर्व परवानगी घेवुनं ग्रा. प. दहीवलीची कोणत्याही प्रकारची हरकत नाही.

करिता सदरचा दाखला दिला

सौ. सारीका देशमुख
सरपंच
ग्रुप ग्रामपंचायत दहीवली

ग्रामसेवक
ग्रामसंचक
ग्रुप ग्रामपंचायत दहीवली



क्र. व वर्ष: 9569/2011

दुय्यम निबंधक: उल्हासनगर 2

September 17, 2011

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : सापे

खाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
 त्जारभाव (भाडेपट्ट्याच्या
 तीत पट्टाकार आकारणा देतो
 पट्टेदार ते नमूद करावे) मोबदला रू. 826,065.00 ✓
 वा.भा. रू. 320,000.00 ✓

पान, पोटहिस्सा व घरक्रमांक (सल्यास) (1) सर्वे क्र.: 4/2, गट नं.5, वर्णन: ग्रामीण विभाग 3, मौजे सापे गट नं.4/2, गट नं.5, गट नं.7, गट नं.10, गट नं.8, एकूण क्षेत्र 24.99 एकर यावरील समृद्धी एव्हर ग्रीन्स, बि.नं.18, सदनिका क्र.01, तळमजला, क्षेत्र 302 चौ फुट कारपेट.
 फळ (1) क्षेत्र 302 चौ फुट कारपेट.

कारणी किंवा जुडी देण्यात
 ळ तेव्हा (1)

वेवज करून देण्या-या (1) पोदार डेव्हलपर्स लि.तर्फे अधिकृत अधिकारी जयशंकर मेनन यांच्यावतीने क.ज.देणार जगदीश
 काराचे व संपूर्ण पत्ता नाव किंवा ओतमल ब्यास AAACM0180C - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -;
 णी न्यायालयाचा हुकुमनामा ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: लोअर परेल मुंबई; तालुका: -; पिन: -; पॅन नम्बर: -;
 आदेश असल्यास, प्रतिवादीचे

व संपूर्ण पत्ता (1) राजेश आर यशवंते - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -;
 वेवज करून घेण्या-या पेठ/वसाहत: -; शहर/गाव: कोळीवाडा मुंबई; तालुका: -; पिन: -; पॅन नम्बर: -;
 काराचे नाव व संपूर्ण पत्ता किंवा

णी न्यायालयाचा हुकुमनामा
 आदेश असल्यास, वादीचे नाव
 पूर्ण पत्ता

क करून दिल्याचा 06/09/2011
 नोंदणीचा 17/09/2011

क्रमांक, खंड व पृष्ठ 9569 /2011

त्तारभावाप्रमाणे मुद्रांक शुल्क रू 32185.65

त्तारभावाप्रमाणे नोंदणी रू 8270.00



सह दुय्यम निबंधक वर्ग - 2
 उल्हासनगर क्रमांक - 2

47,125

Handwritten signature/initials

Valuation Report

52/15

**RFIA Report dated 26-07-2016
For Rectification of Audit Irregularity**

ASSTT GENERAL MANAGER
For Approval.

[Handwritten signature]
29/11



Sir,

RFIA AUDIT REPORT DT. 26-07-2016
IRREGULARITIES : VALUATION REPORTS Report is not held on record

RFIA Inspectors have pointed out the irregularities that Valuation report is not held on record. We have examined the following account/file

1. **A/c. No.** 32102889111..... **FILE NO.** 10792
2. **Name :** Shri. RAJESH RAMCHANDRA YESHWANTE **Limit.** Rs. 6:50 Lakhs

In the captioned accounts it is observed that in these cases Home loan granted against the property from CIDCO / MHADA & other Govt. Agencies, Home loan sanctioned is below Rs. 20.00 lacs and others cases where the Valuation report is not necessary. As per Home Loan Master circular in these cases Valuation report is not required & waived.

Please accord the approval for regularisation and having rectified the same.

State Bank of India,
RACPC, Ghatkopar,
Date : 29 NOV 2016

[Handwritten signature]
DY. CHIEF MANAGER



[Handwritten signature]
CHIEF MANAGER