

303

ह.दु.नि.पनवेल 2



Thursday, September 09, 2010

2:50:17 PM

Original

नोंदणी 39 म.

Regn. 39 M

नोंदणी 63 म.

Regn. 63 m.e.

पावती

पावती क्र. : 9450

गावाचे नाव खारघर

दिनांक 09/09/2010

दस्तऐवजाचा अनुक्रमांक उरण - 09052 - 2010

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:अत्री आनंद पंजाबी - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 1160.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (58)

एकूण रु. 31160.00

आपणास हा दस्त अंदाजे 3:05PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.पनवेल 2

बाजार मुल्य: 3852000 रु. मोबदला: 3780950रु.

भरलेले मुद्रांक शुल्क: 213730 रु.

देयकाचा प्रकार :डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: -;

डीडी/घनाकर्ष क्रमांक: -; रक्कम: 30000 रु.; दिनांक: 11/08/2010

मुळ दस्तऐवज परत मिळाले.

दुय्यम निबंधक उरण

मुळ दस्तऐवज परत मिळाले

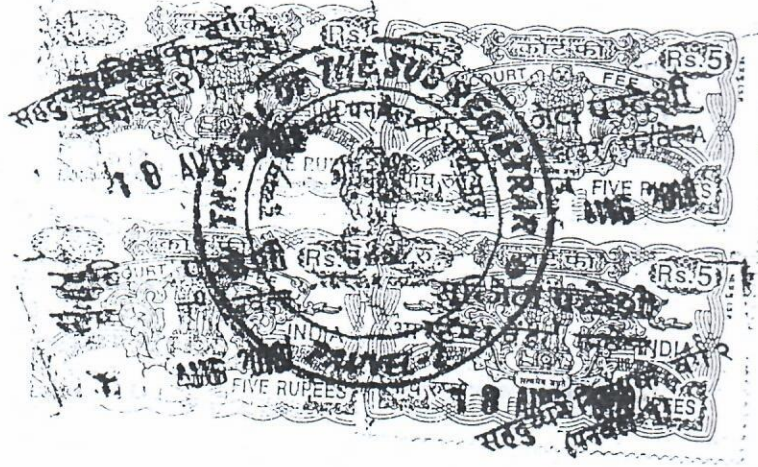
पक्षकाराची राशी

* INDUS AIR PRODUCTS

roprietor.

गावाचे नाव : खारघर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 3,780,950.00
वा.भा. रु. 3,852,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: उपविभाग क्र.19/6**सदनिका क्र 303, विसरा मजला, बी विंग, * साईसाक्षात*प्लॉट नं. 9, सेक्टर 6, खारघर ता पनवेल जि रायगड , क्षेत्रफळ 751.00 चौ.फुट कारपेट + टेरेस 49.50 चौ.फुट
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे.साई शिर्डी कन्स्ट्रक्शन्स तर्फे भागीदार सुरींदर ए.सबलोक व रिशब एस वाधवा यांचे कु.मु.शरद म्हादलेकर - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: 423 अरेन्जा कॉर्नर से-17 वाशी ; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABFFS1404G.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अत्री आनंद पंजाबी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: ए 204 रतन गार्डन अमन सिनेमाजवळ उल्हासनगर; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AJQPP7186H.
(2) आनंद दयाराम पंजाबी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: ग; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AJQPP2996P.
- (7) दिनांक करून दिल्याचा 09/09/2010
- (8) नोंदणीचा 09/09/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 9052 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 213720.00
- (11) बाजारभावाप्रमाणे नोदणी रु 30000.00
- (12) शेर



[Handwritten Signature]

सहदुख्यम निबंधक, वर्ग २
(पनवेल-२)



Customer Copy Sr. No. **932**
 VASHI BRANCH Date **6/9/10**
 For: IDBI bank A/C Stamp duty

Type of Document	Agreement for	
Type of Stamp	Special Adhesive	Sale
Franking Value 12377800010010	Rs.	212950/-
Service Charges 12346600010204	Rs.	10/-
Total	Rs.	212960/-

Name and address of stamp duty paying party
Mrs. Atri Anand Punjabi
Ulhasnagar - 3

PAN No. : _____
 Cheque / DD No. **025191 - Kalyan**
 Drawn on Bank **Corporation Bank**
6649

Chavan
 Signature of Purchaser

(For Bank's Use only)
 DC No. _____ Date: _____
 Franking Sr. No. _____
 Authorised by (Sign., Name & EIN) _____

IDBI BANK
VASHI BRANCH
FRANKING
 Please sign the declaration printed behind

पवल-२
०५/२०१०
१/५५



बैंक चेक Banker's Cheque
 अदागी अद्वितीय PAY ORDER No. **000977/2010**
 JOINT SUB REGISTRAR PANVEL *****
 मात्र **Seventy Thousand Only** *****
Corporation बैंक Corporation Bank
KALYAN-MURBAD ROAD 437 I
1906 - 2006
Rs. 30,000/= OL
 अधिकृत हस्ताक्षर
 Authorised Signatures
 र.स. Sg. No. _____

025249 4000170271

And MRS. ATRI ANAND PUNJABI & MR. ANAND DAYARAM PUNJABI both adults, Indian inhabitant residing at A-204, RATAN GARDEN, NEAR AMAN CINEMA, ULHASNAGAR 3, hereinafter called as the PURCHASERS (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators, and permitted assigns) of the OTHER PART.

प व ल - २	
२०५२	२०१०
३/५८	

WHEREAS:

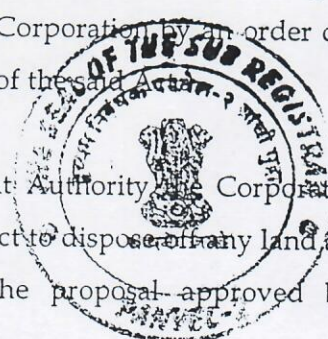
a) The City and Industrial Development Corporation of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation/CIDCO") having its registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai 400 021. The Corporation has been declared as a New Town Development Authority, under the provisions of sub sec. (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section 113 of Section 113 of the said Act.

b) The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec. 113 of the said Act.

c) By virtue of being the Development Authority Corporation has been empowered under Section 118 of the said Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

d) M/s. DEWAN HOUSING FINANCE CORPORATION LTD, Company registered under the Indian Companies Act 1956, having its Office at Dheeraj Arma, 6th Floor, Anant Kanekar Marg, Bandra (E), Mumbai 400 001, (hereinafter referred to as the Original Lessee) had by its application dated 7th December 1993, addressed to CIDCO, requested CIDCO to allot a suitable plot to the Original Lessee.

श्री इंस्टीट्यूट डेव्हलपमेंट बँक ऑफ महाराष्ट्र
 OF INDUSTRIAL DEVELOPMENT BANK OF MAHARASHTRA
 Authorised Signatory
 श्री शिरी देवान फाइनेंस कॉर्पोरेशन लि.
 SAI-SHIRDI FINANCE CORPORATION LTD.
 075-78



श्री 66668
 123799
 08087801-PB5507
 STAMP DUTY MAHARASHTRA
 SPECIAL ADHESIVE
 SEP 09 2010
 10:36

For SAI-SHIRDI FINANCE CORPORATION LTD
 Partner
 Partner

Aty i

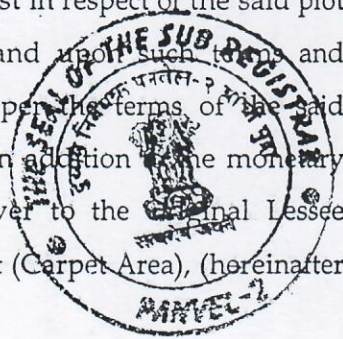
8 / 25

e) Pursuant to the said application of the Original Lessee, CIDCO by its Letter dated 10th February, 1994 was pleased to allot to the Original Lessee Plot No 09, Sector 06, Kharghar, Navi Mumbai, admeasuring 12,000.60 Sq. Mtrs., or thereabouts for such Lease premium and upon such terms and conditions as contained in the said allotment letter.

f) The Original Lessee paid the entire Lease consideration and other charges payable to CIDCO for the allotment of the said plot and accordingly CIDCO by Agreement dated 12th March, 1996 granted the Original Lessee license to enter upon Plot No. 9, Sector 6, Kharghar, Navi Mumbai, admeasuring 12,000.60 sq. meters or thereabouts for residential user with permissible FSI of 1.0 for such Lease premium and upon such terms and conditions as contained in the said Agreement (hereinafter referred to as the said plot).


g) Pursuant to the application of the Original Lessee, CIDCO Ltd has by its letter dated 9th November, 2005 and 5th May, 2006 granted the Original Lessee extension upto 2nd November, 2008 for completing the construction on the said plot and odd shaped of land allotted to us with additional time limit extension will also be given as per CIDCO letter dated 16th April, 2009

h) By an Agreement for Assignment cum Sale dated 15th December, 2005 executed between the Original Lessee and the Promoters, the Original Lessee agreed to assign and transfer all their rights, title, interest in respect of the said plot in favour of the Promoters for such consideration and upon such terms and conditions as contained in the said Agreement. As per the terms of the said Agreement for Assignment cum Sale, the Promoters, in addition to the monetary consideration have agreed to construct and hand over to the Original Lessee residential flats having an aggregate area of 19,500 Sq ft (Carpet Area), (hereinafter referred to as the Original Lessees' premises).




i) The Original Lessee requested the Corporation to grant to it the permission to transfer and assign its rights and interest in or benefits under the said Agreement dated 12th March, 1996 in respect of the said Plot to Promoters herein.

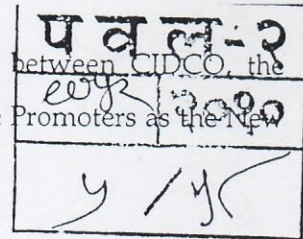
For SAI SHIRDI CONSTRUCTIONS


Partner


Partner

Atyri 

j) By and under Tripartite Agreement and executed between CIDCO, the Original Lessee and the Promoters, CIDCO has accepted the licensee in respect of the said Plot.



k) The Promoters have on 27th July, 2007 obtained the necessary permissions from the Managing Director of the CIDCO Ltd., under the Urban Land (Ceiling and Regulations) Act 1976 for the development of the said plot.

l) In the circumstances, the Promoters are entitled to develop the said plot by constructing a building as per the building plans that shall be sanctioned.

m) The report on the title issued by Himanshu Bheda & Co. advocates has been seen and inspected by the purchasers and a copy thereof has been annexed hereto and marked "Annexure B".

n) The Purchasers have also prior to the execution of this Agreement satisfied himself/ herself/themselves about the right and title of the Promoters to the said Plot, their right to develop the said Plot and to construct the said proposed Complex/Building on the said Plot more particularly described in the Schedule herein under written. The Purchaser are aware that the Promoters have agreed to provide to the Original Lessee constructed premises having an aggregate area of 19,500 Sq. Ft., (carpet area) in the said project. The Purchasers by virtue of their having executed this Agreement, are deemed to have accepted the title of the Promoters to the said plot as clear and marketable and free from all encumbrances and no further requisition/s or objection/s shall be raised upon it and after relating thereto.

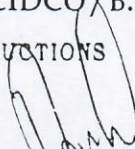


o) The Promoters through their Architect 'M/s. HOMEWORK' have prepared building plans by proposing to construct a layout comprising of Four building/wings each of Stilt and 14 uppers floors (hereinafter referred to as the said Layout). The Promoters have submitted to CIDCO and other authorities the said building plans, specifications and designs for the said plot. CIDCO has sanctioned the building plans, specifications and designs submitted by the Promoters and granted the Commencement Certificate and Development permission vide Letter No. CIDCO/B.P/ ATPO/ 1595 dated 23.11.2006.

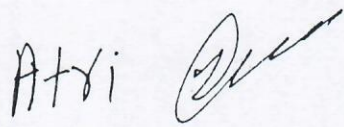
For SAI - SHIRDI CONSTRUCTIONS



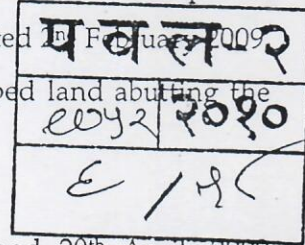
Partner



Partner



p) Subsequent to the receipt of Commencement Certificate and Development Permission from CIDCO Ltd., the Promoters by their letter dated 16th April, 2009 requested CIDCO Ltd. to allot to the Promoters an odd shaped land abutting the rear portion of the said plot.

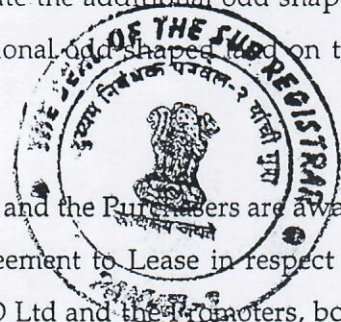


q) CIDCO Ltd. by its letter dated 16th April, 2009 and 20th April, 2009 addressed to the Promoters, inter-alia agreed to allot to the Promoters the said odd shaped land admeasuring 1,917.54 Sq. Mtrs., for such Lease Premium and upon such terms and conditions mentioned in the said letter (the said odd shaped land is hereinafter referred to as the said abutting plot.)

r) The Promoters have already paid the entire Lease Premium payable to CIDCO Ltd. for the allotment of the said abutting plot. However a Supplementary Agreement/Modified Agreement to Lease in respect of the said abutting plot is yet to be executed between the Promoters and CIDCO Ltd.

s) The Promoter have also informed the Purchasers and the Purchaser are aware that the Promoters have by diverse letter addressed to CIDCO Ltd., requested CIDCO Ltd. to allot similar odd shaped lands which are abutting the said plot or abutting the odd land which CIDCO has agreed to allot to the Promoters. However the Promoter have further informed the Purchaser that in the event of CIDCO agreeing to allot the Promoters such odd shaped lands, the Promoter shall after completing necessary legal formalities and after execution of necessary documents with CIDCO Ltd., shall further amalgamate the additional odd shaped lands and consume the entire F.S.I. of the said additional odd shaped lands on the said property.

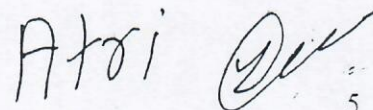
t) The Promoters have informed the Purchasers and the Purchasers are aware that once Supplementary Agreement/Modified Agreement to Lease in respect of the said abutting plot is executed between the CIDCO Ltd and the Promoters, both the said plot along with the said abutting plot shall be amalgamated and a revised Commencement Certificate and Development Permission from CIDCO Ltd. shall be obtained for such amalgamated plot by utilizing the F.S.I. of the said plot and shall said abutting plot.



For SAI SHIRDI CONSTRUCTIONS


Partner


Partner



u) The Purchaser has after considering the aforesaid fact is permitted the Promoters to carry out the development of the said plot in accordance with the revised Commencement Certificate and Development Permission for such amalgamated plot by utilizing the FSI of the said plot and the said abutting plot.

v) All the changes in the layout plan that shall be required to be carried out at the time of obtaining the revised Commencement Certificate and Development Permission from CIDCO Ltd. shall be binding on the Purchasers and the Purchaser agrees not to raise any objection, claim, dispute of any nature whatsoever and hereby agrees to co-operate with the Promoter in carrying out the said development as stated hereinabove.

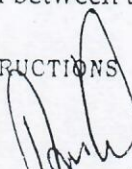
w) The Promoters have now commenced construction of the complex on the said Plot in accordance with the present sanctioned plans or in accordance with such revised plans that shall be sanctioned by CIDCO by for such amalgamated plot by utilizing the FSI of the said plot and the said abutting plots permitting construction of such premises as per the terms & conditions of the said Agreement to Lease & in accordance with GDCR of Navi Mumbai and the Promoters are desirous of selling Flats/Premises/Car park in the said proposed Complex (which is intended to be named as "Sai-Saakshaat").

x) On satisfying himself/herself/themselves about the plans and other terms and conditions including the Title, the Purchaser hereby agrees to purchase Shell Flat No. 303 "B" Wing on the Third Floor admeasuring 751.00 Sq. Ft., Carpet Area (including Flower Bed, Cupboard & Dry Area) equivalent to 697.70 Sq. Mtrs., or thereabouts and Terrace admeasuring 49.50 Sq.Ft., equivalent to 45.80 Sq. Mtrs., in the Project known as "Sai-Saakshaat" for a total consideration of Rs. 37,80,950/- (Rupees Thirty Seven Lakhs Eighty Thousand Nine Hundred Fifty Only) (hereinafter referred to as the said Premises). The Carpet Area mentioned above is measurement from unfinished wall surface of the building on the plot of land being constructed thereon. The Typical Floor Plan of the said flat is annexed hereto.

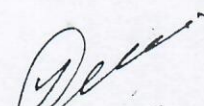
y) Now both the Parties are desirous of recording the terms and conditions of these presents so reached between them.

For SAI . SHIRDI CONSTRUCTIONS





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NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

20/11/2020
C/1/5

1. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963, and the Maharashtra Ownership Flats Rules, 1964 or any amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time.

2. The Promoters shall under normal conditions construct a building on the said plot in accordance with the said plans and specifications approved and sanctioned by the City and Industrial Development Corporation and other concerned authorities with variations and modifications as the Promoter may consider necessary or desirable or as may be required, by CIDCO or Public Body or Authority to be made by them and/or any other changes or alteration which the Promoters in their absolute discretion deem fit either in the whole Building or part thereof or in the premises. And the Purchaser hereby give irrevocable consent to the Promoters to incorporate all such changes, modifications etc as may be required by, CIDCO or any other authority. The Purchaser doth hereby specifically agree with the Promoters that they shall be entitled to make any such changes, additions, variations, alteration, amendments & modifications therein as they may consider necessary or as may be required to be done/considered proper by CIDCO or any other local/public body/authority provided that the Promoters shall have obtained the prior consent of the Purchaser in respect of such variations/modifications/alteration/amendment that may adversely affect the Purchaser's said flat hereby agreed to be purchased /acquired by them as per the terms of these presents. The said plans and specifications have been kept at the office of the Promoters for inspection.



3. The Purchaser/s has/have, prior to execution of this Agreement satisfied himself/herself/themselves about the title of the Promoters to the said Plot described in the Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate the title of the Owner and no requisitions or objections shall be raised on any matter relating thereto.

For SAI SHIRDI CONSTRUCTIONS
Partner

Atxi

E/155

4. The Purchaser hereby agrees to purchase Shell Flat No. 303 "B" Wing on the Third Floor admeasuring about 751.00 Sq. Ft., Carpet Area (including Flower Bed, Cupboard & Dry Area) equivalent to 69.76 Sq. Mtrs., or thereabouts and Terrace admeasuring 49.50 Sq.Ft., equivalent to 4.59 Sq.Mtrs., in the Project known as "Sai-Saakshaat" for a total consideration of Rs. 37,80,950/- (Rupees Thirty Seven Lakhs Eighty Thousand Nine Hundred Fifty Only) (hereinafter referred to as the said Premises). The Carpet Area mentioned above is measurement from unfinished wall surface of the building on the plot of land being constructed thereon. The Typical Floor Plan of the said flat is annexed hereto. The said consideration shall be paid by the Purchaser to the Promoter as per the following scheduled manner as mentioned in Annexure "D" annexed hereto: (Time being essence of the contract).

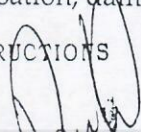
The payment of any of installment/payment will be accepted by Cheque/Demand Draft/ Pay Order or by Wire Transfer only and as per our schedule mentioned hereinabove. The Cheque, Demand Draft or Pay Order should be drawn in favor of M/s. SAI-SHIRDI CONSTRUCTIONS, COSMOS CO-OP. BANK LTD VASHI BRANCH A/C NO. 02960010462", and shall be sent to Office of Promoters at 429, Arenja Corner, Sector 17, Vashi Navi Mumbai 400705 either by hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of deliveries).

5. The time for payment is an essence of contract. Whether the Purchaser is availing the loan facilities from any financial institution or not, the Purchaser has unconditionally agreed to pay all the above installments due within 10 days from the due dates, failing which the Purchaser shall pay financial charge at the rate of 24% P.A., till the payment of the installments. The Promoter shall charge the Financial charge to the Purchaser without prejudice to their other rights in law.

6. It is hereby expressly agreed that the time of payment of each of the aforesaid installments of the purchase price as set out in Clause written above shall be the essence of the contract. In the event of the Purchaser making any default in payment of any two installments of the purchase price, the Promoters will be entitled to terminate this Agreement in which event 25% of the purchase price of Premises shall stand forfeited and balance shall be refunded to the Purchaser (but without any interest, compensation, damage or cost) after the Promoters sell the flat

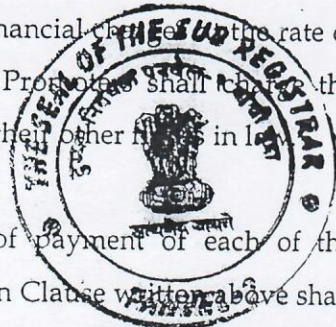
For SAI SHIRDI CONSTRUCTIONS





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to any other prospective buyer and receive the consideration from new buyer. Promoters will be entitled immediately after the termination of this Agreement to sell and/or dispose off the said Premises in favor of any third party or person and the Purchaser herein will have no right to object, obstruct or interfere to such sale/disposal of the said premises by the Promoters.

7. If the Purchaser surrenders his/her/their Premises for any reason of whatsoever nature in any stage during the construction, the Promoters is entitled to forfeit the 25% of the amount paid by the Purchaser and will refund the balance amount without any interest. In this case the Purchaser will not be entitled to any claim in respect of Registration, Stamp Duty or interest paid by him.

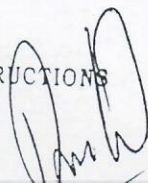
8. The Promoters shall give a notice to the Purchaser intimating the Purchaser the amount of the installment or the balance amount payable by the Purchaser to the Promoters in accordance with the payment schedule mentioned hereinabove within 10 days from the date of letter and the Purchaser shall within the said stipulated period pay the amount of the said installment or the balance amount to the Promoters accordingly. The Purchaser will not hold the Promoters responsible for delay in postal service or delay in receipt or non-receipt of the said letter. In the event the Promoters do not receive any of the installments for any reason whatsoever within the stipulated due dates, the Purchaser/s shall be liable to pay the Promoters interest @ 24% P.A. for delayed payments.

9. The Promoters have agreed to provide the amenities in the said Premises as per the List of Amenities attached hereto and marked with Annexure

10. The Purchaser admits having taken an inspection of all the documents required to be given by the Promoters under the provisions of the Maharashtra Ownership Flats Act. The Purchaser/s hereby agree and confirms that the Promoters shall have irrevocable rights for the purpose as set out herein below and the Promoters shall be entitled to exercise the same as if the Purchaser has given prior written consent to the Promoters as required under the said Act. However, with the view to remove any doubt, the Purchaser hereby confer upon the Promoters such right/authority to the Promoters for the purpose as set out herein below:-

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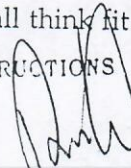


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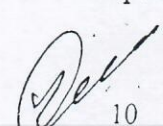


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- (a) The Promoters have informed the Purchaser and the Purchasers are aware that once Supplementary Agreement/Modified Agreement to Lease in respect of all the said abutting plots that CIDCO Ltd., shall agree to Lease to the Promoters are executed between the CIDCO Ltd., and the Promoters, the said plot along with all the said abutting plots shall be amalgamated and a revised Commencement Certificate and Development Permission from CIDCO Ltd., shall be obtained for all such amalgamated plots by utilizing the FSI of the said Plot and all the said abutting plots. Simultaneously time limit extension period for construction shall also be revised as per the letter dated 16th April, 2009.
- (b) The Purchaser has after considering the aforesaid fact is permitted the Promoters to carry out the development of the said plot in accordance with the revised Commencement Certificate and Development Permission for such amalgamated plot by utilizing the FSI of the said plot and all the said abutting plots.
- (c) All the changes in the layout plan that shall be required to be carried out at the time of obtaining the revised Commencement Certificate and Development Permission from CIDCO Ltd., shall be binding on the Purchaser and the Purchaser agrees not to raise any objection, claim, dispute of any nature whatsoever and hereby agrees to cooperate with the Promoter in carrying out the said development as stated hereinabove.
- (d) Without modifying the plan of the said flat premises the Promoters shall be entitled to amend, modify and/or vary the building plans or the layout or sub-division plan/s as also the specifications in respect thereof.
- (e) The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said Plot or any part thereof at present or in future and/or such balance and/or additional floors on the said Plot as the Promoters shall think fit and proper. Such full consumption of





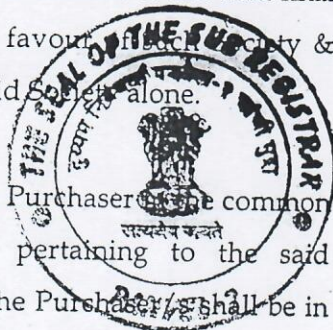
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available F.SI. is to be fully utilized by the Promoters before execution of Lease Deed in favour of the Society.


- (f) The Purchaser or the Society of the Purchaser of all flats/premises holders shall not raise any objectives on any ground as to Promoters rights reserved hereunder.
- (g) The Promoters shall, after consuming such balance and/or additional FSI by constructing tenements on the said Plot, be entitled to sell such tenements for such permissible uses to such persons and such consideration as they may in their absolute discretion deem fit and proper.
- (h) The Promoters shall be entitled to consume such balance or additional global FSI available under G.D.C. Rules or by any special concession being granted by CIDCO or any other authorities.
- (i) The Purchaser herein and all other Purchasers of the flats/premises in the said building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, open areas, hoardings and common area of the buildings including the garden areas and that the rights of the Purchasers confined to the said flat/premises only & such areas shall belong to Promoters until execution of the said final Lease Deed in respect of the said Plot in favour of the Society & thereafter the same, shall belong to the said Society alone.
- (j) The percentage of undivided interest of the Purchaser in the common areas & facilities limited or otherwise pertaining to the said flat/premises hereby agreed to be sold to the Purchaser shall be in proportions to the areas of the said flats/premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoters.



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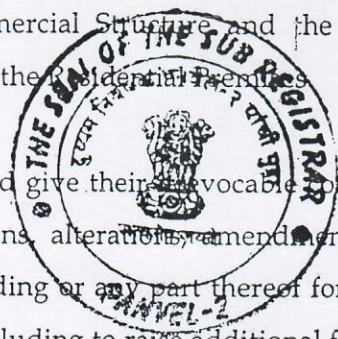
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(K) The Purchaser hereby agrees and undertakes to execute/deliver letter of consent according his consent under section 7, of the Maharashtra Ownership Flats Act, without raising any objection or requisition.


(l) Irrespective of possession of the said flat/premises being given to the Purchaser/s and/or the management of the said Plot being given to ad-hoc committee of the Purchasers or not, the right under this clause and/or Agreement reserved for the Promoters to exploit the potential of the said Plot described in schedule hereunder written shall be subsisting & shall continue to vest in the Promoters till Lease Deed & the Promoters shall be entitled to execute the Lease Deed reserving therein their such right in the said Plot in their favour as may be outstanding at the time of execution of such Lease Deed .


11. The Promoters have informed the Purchasers and the Purchasers are aware that the Promoters proposes to construct a separate Commercial Structure on the portion of the said plot as shown in the layout plan annexed hereto. The said Commercial Structure together with the land appurtenant thereto shall be exclusively used by such person or party upon such terms and conditions as the Promoters may deem fit, necessary and proper. The said Purchasers of the Commercial Premises shall have exclusive rights to the use of the said Commercial Structure and the land appurtenant thereto shall exclude all the Purchasers of the Residential Premises



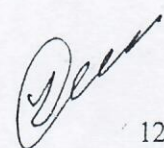
12. The Purchaser herein doth hereby agree and give their irrevocable consent that the Promoters shall have right to make additions, alterations, amendments & changes in the building plans and/or to the said building or any part thereof for any users or to change the user (excluding the said flat) including to raise additional floors or structures on the said Complex/Building. Or open part or parts of the said Complex/Building/Plot including the terrace at anytime either before or after transfer of the Plot & such rights shall include the right to use/consume F.S.I. or additional F.S.I. or global F.S.I. which may become available in respect of the said Plot or any other lands at anytime hereafter in future by reserving such rights in Lease Deed or to make such amendments/alterations in the sanctioned plan as may be permitted by CIDCO and/or any other authorities and such additions of additional structures or

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floors or storeys or flats shall be the sole and absolute Plot of the Promoters who shall be fully entitled to sell, deal with and dispose off the same to any person/s.

13. During the construction work of the Complex/Building the Promoters can commence the work on any wing or floor or Premises as per his convenience, the Purchaser will not object to that and pay his/her/their installment as per stipulated period. The Commencement of work means the commencement of work of the Complex/particular building and not the commencement of work of a particular Premise.

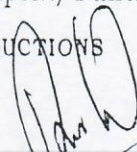
14. The Purchaser has taken inspection of the aforesaid Agreement to Lease, Agreement for Assignment cum Sale and Tripartite Agreement sanctioned plans, and other relevant documents and the Purchaser has visited the site of construction and made himself/herself familiar with the terms and conditions imposed by the CIDCO and other relevant authorities. The Purchasers binds himself/herself/themselves to adhere with terms and conditions of the allotment letter and the Agreement to lease with CIDCO, Tripartite Agreement and all the liabilities pertaining to the above shall be borne and paid by the Purchaser/s as and when demanded by the CIDCO or the Promoters.

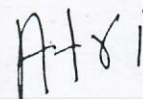
15. It is agreed that if Floor Space Index is not obtained in full in the construction of the said Complex/Building & before the transfer of the Plot to such Society if any further F.S.I. or construction on the said Plot is allowed in accordance with the rules & regulations of CIDCO, then the Promoters will be entitled to put up such additional or other construction on the said Plot without let or objection or hindrance by the Purchasers and also to sell the same on ownership basis upon such terms & condition at their sole direction as also to receive & appropriate the price in respect thereof. It is, however, agreed by the Promoters that they shall not construct such additional or other structure/s on the said Plot so as to adversely affect the area of the said flat hereby agreed to be allotted/sold to the Purchaser & the Purchaser doth hereby give her irrevocable consent to such construction by the Promoters & for the said purposes, to make such alterations/changes in the plans shown to the Purchaser.


16. The Promoters shall give the possession of the said premises to the Purchaser after the said Complex/Building is ready for use and the building

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completion or occupation certificate shall have been obtained from the CIDCO or other relevant authority or body or public authority. The Promoters shall give possession of the said premises to the Purchaser as mentioned in the said Agreement to Lease on or before 16.12.2011. The Purchaser shall within 15 days of the receipt by him of the written notice from the Promoters that the said premises is ready for use and occupation take possession of the said premises.

17. The total price of the Premises is fixed on the basis of the present price of the building materials. By any reasons whatsoever if the price of the building materials increases in excess of 10% of the present price then the Promoters shall be entitled to take the difference of price increase beyond 10%, this will be the essential terms of the Agreement.


18. The Purchaser shall be entitled to take possession of the said premises if the Purchaser has duly observed and performed all obligations and stipulations contained in this Agreement and on the part of the Purchaser to be observed and performed and also duly paid to Promoters all and whatsoever amounts payable by the Purchaser under this Agreement and not otherwise.

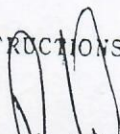
19. The Promoters have informed the purchaser and the purchasers are aware that they shall use the said flat/premises only for the Residential purposes & shall not carry out any commercial activity, usage from the said flat/premises.

20. The Purchasers have agreed declared & confirmed with the Promoters that the Purchasers shall

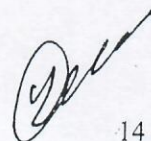
- (a) The Purchasers shall install the Grills on the windows as per the designs that shall be approved by the Promoters only. Accordingly the Promoters have informed that the Purchasers will not be entitled to deviate from the approved grill design to the windows/ balcony in any manner whatsoever.
- (b) Not put or place flower pots, Vases or any plantations outside the Windows.
- (c) The Purchaser shall not store any of the material, belonging, and stock in the said open passage.

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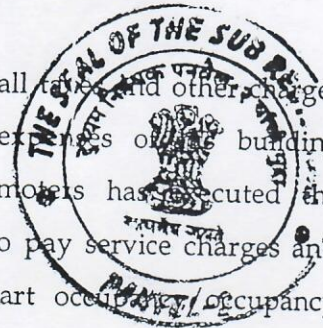


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21. Notwithstanding anything contained in this Agreement or in this clause the Promoters shall not incur any liability if the Promoters is unable to deliver possession of the said premises as mentioned hereinabove, if the completion of the said Complex/Building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labor trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the CIDCO, Government, the said CIDCO and/or any such other or similar public or authority or beyond the control of the Promoters and/or force majeure.

22. The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Distribution Company or any other authority causing delay in sanctioning and supplying electricity or due to CIDCO / Corporation/ Local authority concerned, Causing delay in giving/supplying permanent water connection or such other service connections necessary for using/ occupying the Premises.

23. The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of his premises and common expenses of the building proportionally from the date from which the Promoters has executed the Agreement to Lease with CIDCO and shall be liable to pay service charges and outgoings from the date the Promoters obtain of part occupancy certificate from CIDCO.

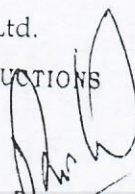


24. The Purchaser shall pay and bear all the following Charges, Deposits and Expenses to the Promoters as and when demanded:

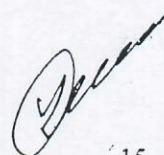
- a) Legal and document charges at the time of execution of this Agreement.
- b) Charges for valuation report, if required.
- c) Charges for sanction of plans, balcony and other additional charges to the sanctioning authority.
- d) Power Supply Infrastructure Development charges of CIDCO.
- d) Service charges of Cidco Ltd.

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- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO or other Government authority.
- f) Electricity connection, Meter deposit, MSED service charges, Cable charges and Transformer and installation charges.
- g) Service Tax/VAT, Cess or any other taxes or charges levied by the State or Government Authorities.
- j) CIDCO Transfer Charges.
- k) Any other charges, taxes and expenses levied by the Government authorities.

25. In addition to the agreed consideration, and other charges mentioned hereinabove, the service tax/VAT payable to the central government/State Government or any other or additional taxes, charges, levies as and when levied on the sale of this flat shall be borne and paid by the Purchaser alone. It is hereby specifically agreed by the parties hereto that the liability of the Purchaser to pay the above service tax/VAT shall remain in force even after the Promoters/Developers have handed over the possession of the said flat to the Purchaser. And at no point of time the Promoters/Developers shall be liable to bear all pay the same in any manner whatsoever.

26. Upon the possession of the said premises being delivered to the Purchaser, the Purchasers shall be entitled to the use and occupation of the said premises and thereafter the Purchaser shall have no claim against the Promoters as to any defect in any item or work of construction of the said premises or ~~any~~ ground whatsoever.



27. The Purchaser shall after the expiry of a period of 15 days after the receipt of the notice from the Promoters that the said premises is ready for use and occupation be liable to bear and pay all taxes ground rent and charges for electricity and other services and outgoings payable in respect of the said premises as provided herein irrespective of the fact whether he/she has taken possession of the premises from the Promoters or not.

28. The Purchaser of the premises shall alone be liable to pay the additional ground rent if any levied by the CIDCO in respect of the premises and accordingly

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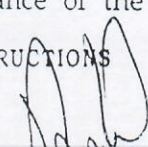
the said Flat agreed to be purchased by the Purchaser. The Purchaser shall pay the proportionate amount of the said additional ground rent. The determination by the Promoters or the Society as the case may be of the ground rent payable by the Purchaser of the premises shall be accepted as final and binding upon the Purchasers.

29. The Promoters have informed the Purchaser and the Purchaser is aware that after the Purchaser has completed the entire payment towards the cost of the said flat and has complied with all the terms of this Agreement, the Promoters shall form one or more Co-op Society/Pvt Limited Company/Condominium of Apartments and shall enroll the Purchaser as the members/Share holder of such. Co-op. Hsg Society/Condominium of Apartments. The costs and charges for formation of Co-op Society/Pvt. Limited Company or Condominium of Apartment shall be borne and paid by the purchasers alone.

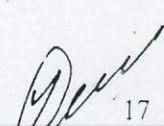
30. The Purchaser at the time of taking possession, agrees and binds himself/herself to pay to the Promoters in advance Rs. 20,000/- for 3BHK & Rs. 15,000/- for 2BHK being the Ad Hoc maintenance charges in advance and afterwards pay to the Promoters regularly every month in advance Rs. 5,000/- for 3BHK & Rs. 3,750/- for 2BHK being maintenance charges until the Deed of Assignment of the said plot with Building or Buildings is executed in favour of the Co-op. Housing Society and/or other body corporate and/or other organisation (hereinafter referred to as "the said Society") and thereafter to the said Society his/her/their proportionate share that may be decided by the office bearer of the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the CIDCO in respect of the premises) dues, duties, impositions, outgoing and burdens now or at any time levied, assessed or imposed upon or in respect of the said Plot or the said new building or occupiers thereof by the CIDCO Or the Government or Revenue authority in respect of the said Complex/Building or the use thereof are payable either by the Purchaser or the office bearer of the Society or occupiers and shall also pay his/her/their proportionate share of all outgoing in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common lights, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall

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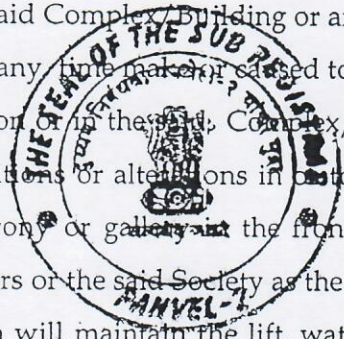


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indemnify and keep indemnified the Promoters in that behalf. In determining the proportionate share of outgoings payable under this clause the ratable value of the said premises that may be fixed by the CIDCO will be taken into account.

31. The Purchaser has pursued and is aware of all the terms and conditions contained in the said documents, recited above. The Purchaser hereby agrees and undertakes that notwithstanding anything to the contrary contained herein or in the said documents he/she/they shall be bound and liable to pay to the Promoters his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

32. The Purchaser shall from the date of possession maintain the said premises, at his/her/their own costs in a good and tenable repair and condition shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which is or may be contrary to or against the rules or bye-laws of the CIDCO or any other authority. The Purchaser further covenants with the Promoters and through them with the Purchasers or the other premises in the said Complex/Building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said Complex/Building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature or in the said Complex/Building or any part thereof nor will make any additions or alterations in or to the said premises or said Complex/Building and balcony or gallery in the front without previous consent of the CIDCO or the Promoters or the said Society as the case may be. The Purchaser from the date of possession will maintain the lift, water pump, fire fighting equipment and other assets provided by the Promoters on their own cost. The Promoters will not be held responsible.



33. Nothing contained in these presents is intended to be nor shall be construed to grant demise or assignment in law of the said premises or the said Plot or any part thereof or the said Complex/Building thereon or any part thereof. Such grant demise or assignment as aforesaid shall take place only upon the transfer by the Deed of Assignment of the said Plot and of the Complex/Building to be constructed thereon to the said Society.

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34. So long as all or any of his/her/their dues herein stated remains unpaid and so long as the said Society shall not be registered the Purchaser shall not without the prior consent in writing of the Promoters let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

35. The Purchaser along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-op. Hsg. Society under and in accordance with the Maharashtra Co-op. Soc. Act 1960 or any other body corporate or other organization determined by the Promoters. The said Complex shall always be known as "SAI-SAAKSHAAT" and the said Society or any other body corporate or other organization determined by the Promoters on the said Plot shall always be known by such name as suggested by the Promoters and approved by the authorities. The Purchaser shall co-operate with the Promoters in forming, registering and incorporating the said Society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoters may require the Purchaser to do from time to time in that behalf for safe guarding or better protecting the interest of the said Society and of the Purchaser of the Premises in the Complex/Building. All costs and charges for above shall be borne and paid by the Purchasers.



36. The Purchaser for themselves do hereby covenant with the Promoters as follows:

(a) To maintain the said flat at their own costs, charges & expenses in good tenable repair & conditions from the date of his taking the possession of the said flat & shall not do or suffer to be done anything in or to Complex/Building in which the said flat is situated, against the rules, regulations and bye-laws of concerned local authorities or Co-op. Society or change/alter or make any addition into the said flat or any part thereof without obtaining prior written consent of Society.

(b) Not to store in the said flat any good/articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the

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construction/structural stability of building in which the said flat/premises are situate or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor which may damage or likely to damage the common passage, staircase or any other structures of building including entrance of the building in which the said flat / premises is situate & in case, if any damage is caused to the building or to the said flat/premises on account of negligence or default of the flat/premises Purchaser in this behalf, they shall be alone liable for the consequences of such breach / default.

(c) To carry at their own cost, charges and expenses, all internal repairs to the said flat/premises & maintain the said flat/premises in the same condition, set and order in which it was delivered by the Promoters to the Purchaser/s. And shall not do or suffered to be done any thing in/to the building the said flat/premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said Society nor cause any alterations in elevation or outside color scheme of the said building in which the said flat is situate and shall also keep the sewers, drains, pipes of the said flat or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said flat is situated. And shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural members in the said flat without prior the written, permission of the Promoter or Society.

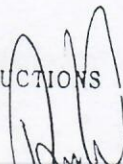
(d) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot or building in which the said flat/premises are situated or an part thereof or whereby any increase in premium shall become payable in respect thereof.

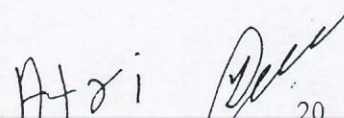
(e) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/premises in compound or any part of the said Plot and building in which the flat is situated.

(f) Pay to the Promoters, within seven days of demand by them, their share of security deposits demanded by concerned local authority or Government for giving water, electricity or any other service connections to the building in which the said flat is situated.

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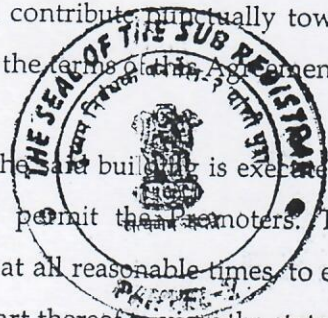
- (g) To bear & pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of the change of user of the said flat by the Purchaser.

- (h) The Purchaser shall not let sub-let, transfer, assign or part with possession of the said flat/his interest or benefits under this Agreement until all dues due & payable by them to the Promoters under this Agreement are fully paid and only if the Purchaser had not been guilty of breach or for non-observance of any of the terms & conditions of this Agreement until the Purchaser has intimated in writing to the Promoters.

- (i) That Purchaser shall observe and perform all rules and regulations which the Society or a limited company may adopt at its inception and additions, alterations or amendments which may be made therein from time to time for the protection and maintenance of the said building or the said flat therein that may be made from time to time for observance and performance of building rules, regulations and Bye-laws for the time being in force, of the concerned local body/authority or Government. The Purchaser shall also observe/perform all stipulations/conditions laid down by the said Society regarding the use/occupation of the said flat in the building & shall contribute punctually towards taxes and other dues/outgoings in accordance with the terms of the Agreement.

- (j) Till Lease Deed of the said Plot along with the said building is executed by the Society/Promoters, the Purchaser/s shall permit their promoters. Their servants and agents, with or without workmen, at all reasonable times, to enter in to and upon the said Plot & building or any part thereof to view the state and conditions thereof.

- (k) In the event of Purchaser committing any breach or act in contravention of the above provision, the Purchaser shall be liable for the consequence in respect thereof to the Promoters or to the concerned local authority or other public authority in that behalf.



For SAI SHIRDI CONSTRUCTIONS

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Partner

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Partner

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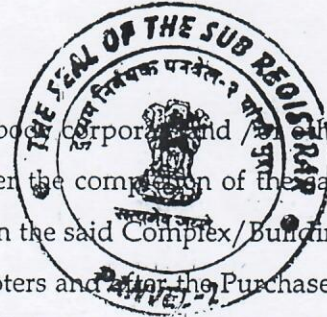
37. The Purchasers of flats along with terraces (not being common terrace on the top of the building/s) shall have exclusive rights to use the terrace abutting their flats and other flat purchasers shall not object to such exclusive use of terrace by their respective Purchasers.

38. Once the Society is registered, the rights of the Premises as the Purchaser thereof shall be recognized and regulated by the Bye-laws of the said Society.

39. In respect of any amount liable to be paid by the Purchaser to the Promoters under or by virtue of this Agreement the Promoters shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold Premises, car parking will also be remained the Plot of the Promoters.

40. The Purchaser and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions of Clause 18 hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building rules and regulations and Bye-laws for the time being of the CIDCO, the Government and or public body or any other local authority.

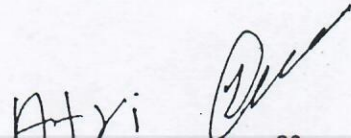
41. The Promoters shall after the said Society or body corporate and / or other organization shall have been duly registered and after the completion of the said Complex/Building and after all the Premises and all in the said Complex/Building shall have been sold and disposed off by the Promoters and after the Purchasers of all the Premises in the said Complex/Building shall have paid in full and their respective dues payable to the Promoters and strictly complied with all the terms and conditions of their respective Agreements with the Promoters thereafter the Promoters shall procure Deed of Assignment or other document transferring the said Plot together with the Complex/Building in favor of the said Society. All the costs and expenses for Deed of Assignment shall be borne and paid by the Purchasers.



For SAI SHIRDI CONSTRUCTIONS


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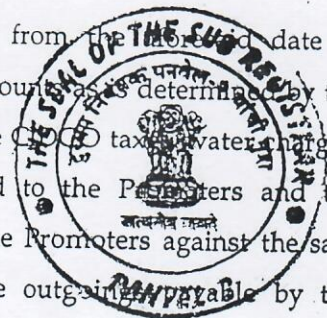

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Partner

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42. The said deposits referred to hereinabove in Clause No. 24 shall be paid by the Purchaser and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits shall on such Lease Deed executed be paid over by the Promoters to the said Society or body corporate/organisation after deducting there from the amount if any payable by the Purchaser to the Promoters under and in accordance with the provisions of this Agreement PROVIDED HOWEVER that the Purchaser shall pay such further amounts or amount to the Promoters as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses. The Purchaser further agrees and binds himself/herself to pay from the date of delivery of possession of the said Premises (the date means the date on which the Promoters shall give notice to the Purchaser that the said Premises is ready to be handed over to him/her) the proportionate share to be determined by the Promoters and all outgoing taxes and other taxes levies, insurance, water charges, common lights, sewage, sanitation, electric bills and all other expenses incidental to the management and maintenance of the plot until the CIDCO taxes and water charges are fixed and/or assessed separately and exact amounts are worked out for each of the Premises.

43. The Purchaser agrees and undertakes that from the said date of possession he/she/they shall regularly pay such amount as determined by the Promoters every month in advance on account of the CIDCO taxes, water charges, insurance, maintenance, expenses etc. as aforesaid to the Promoters and the Purchaser shall indemnify and keep indemnified the Promoters against the said and charges in respect of the said Premises. The outgoing payable by the Purchaser is set out in the Schedule hereunder written.



44. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be acquired by the Purchaser. All open spaces, floor spaces indexes, parking spaces, staircases etc. will remain to be the Property of the Promoters until the whole plot together with the structures standing thereon is transferred to the said Society but subject to the rights of the Promoters contained herein.

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45. So long as the said premises in the said Complex/Building shall not be separately assessed for CIDCO charges and water rates the Purchaser shall pay proportionate share of the water tax assessed on the whole Complex/Building, such proportions is to be on the basis of the proportionate area of the premises in the said Complex/Building agreed to be purchased by the Purchaser.

46. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit to the CIDCO or the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoters shall be conclusive and binding upon the Purchaser.

47. In the event of the said Society or other body corporate being formed and registered before the sale and disposal by the Promoters of all the Flats/Car parking in the said Complex/Building the power and authority of the said Society and the Purchaser and other Purchaser of the Premises shall be subject to the over all authority and control of the Promoters over all or any of the matters concerning the said Complex/Building and the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards unsold Flats/Car parking and the disposal thereof.

48. The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold Flats/Car parking/ in the said Complex/Building. The Promoters shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.

49. During the course of construction, if the Purchasers are desirous of visiting the said property, the Purchaser/s shall obtain a written permission from the Promoters. During such visit to the site, in case if there is any accident/mishap or casualty then the Promoters will not be responsible or liable in any manner whatsoever.

For SAI - SHIRDI CONSTRUCTIONS



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50. M/S. HIMANSHU BHEDA & CO, Advocate for the Promoters shall prepare, and engross and approve the Deed of Assignment and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment/Lease Deed or any other Deed consent writing and other documents the costs in connection with the formation of the said Society and/or body corporate or other organization the costs of the stamping and registering all the Agreements, deeds, transfer deeds or any other documents required to be executed by the entire professional costs of the Advocates of the Promoters shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Complex/Building alone.

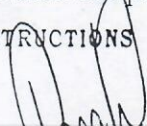
51. It is understood by the Purchaser that whatever payments are made by the Promoters to be further paid by him in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser to the Promoters on demand.

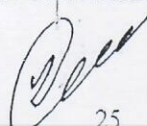
52. That the Purchaser shall also pay his/her/their share of insurance premium to keep the Complex/Building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said Complex/Building with a company to be approved by the Promoters. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever the Purchaser shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser shall pay his/her/their proportionate share of expenses for keeping the said Complex/Building in good and substantial repairs and condition to the satisfaction.

53. The Promoters have informed the Purchaser about his intention to sell the parapet walls of terrace, blank walls on the external periphery of the said building or in any suitable place in the said complex (hereinafter called "the said hoarding

For SAI SHIRDI CONSTRUCTIONS





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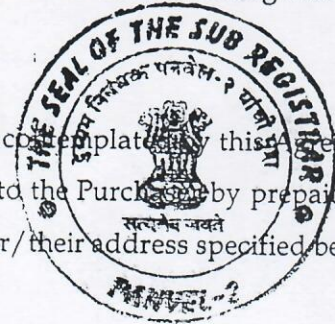
space") is only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser of such hoarding space shall install separate electric meter for neon-light and shall also bear and pay the CIDCO taxes directly or through the Society. The Purchaser of the hoarding space shall not contribute any other outgoings to the said Society. The Purchaser shall not object in any manner and shall co-operate with the Purchaser of such hoarding space as admitting him as nominal member of the said Society etc.,

54. The Promoters have informed the Purchasers about his intention to reserve/allot the Car parking on such terms & conditions suited to them. The Purchaser shall not object the right of the Promoter to reserve/allot the Car parking to any person/party in any manner.

55. Any delay, indulgence and negligence on the part of the Promoters in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchaser shall not be construed as a waiver on the part of the Promoters of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoters.

56. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment or reenactment thereof for the time being in force or any other provisions of law applicable thereto.

57. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under Certificate of Posting or by courier at his/her/their address specified below:-



Address: A-204, RATAN GARDEN,
NEAR AMAN CINEMA,
ULHASNAGAR 3.

58. The Purchaser shall immediately after the execution of this Agreement lodge the same for Registration with the concerned Sub-Registrar of Assurances and shall within two days after lodging the same intimate the Promoters of having

For SAI - SHIRDI CONSTRUCTIONS

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done so with the date and serial number which the same has been so lodged for Registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchasers.

THE SCHEDULE ABOVE REFERRED TO

Shell Flat No. 303 on Third Floor, in "B" Wing admeasuring 751 Sq.Ft., Carpet Area (including Flower Bed, Cupboard & Dry Area) equivalent to 69.76 Sq.Mtrs., and Terrace admeasuring 49.50 Sq. Ft., equivalent to 4.59 Sq.Mtrs., {Unfinished wall surface from brick work} in the building known as "SAI-SAAKSHAAT" situated on PLOT NO.9, SECTOR 6, KHARGHAR, NAVI MUMBAI, admeasuring 12,000.60 Sq. Mtrs., or thereabouts and bounded as follows:

ON OR TOWARDS THE NORTH	:	BY OPEN PLOT
ON OR TOWARDS THE SOUTH	:	BY PLOT NO 8
ON OR TOWARDS THE EAST	:	BY 11.0 METRES WIDE ROAD
ON OR TOWARDS THE WEST	:	BY OPEN PLOT

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY

1. The expenses of maintaining, repairing, replacing etc., of the internal roads, rain water pipes, electric wires, water lines, drainage lines and all other service lines under or upon the said property [described in the First Schedule hereinabove written] serving the entire Complex and used and/or benefited by the Purchaser in common with the other Purchasers/Occupiers of all the buildings in the said property also of the main entrance, passages and the other common areas as used and/or enjoyed by the Purchasers in common as aforesaid and of the boundary walls of the said property.



For SAI-SHIRDI CONSTRUCTIONS

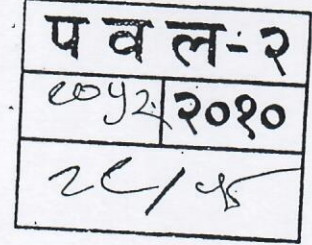
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2. The costs of cleaning and lightening the passage and the internal road and other common service lines in the said property.

3. The salaries of clerks, bill collectors, sweepers, etc.



SECONDLY

4. The costs of cleaning and lightening the passages, landings, staircases and other parts of the said building so also gutters and rain water pipes and electric wires and lifts in the said building.

5. The costs of decorating the exterior of the said building.

6. The costs of working and maintenance of water pump and light and other service charges.

7. Municipal and other taxes and other assessments.

8. Insurance of the said building.

9. Such other expenses as are necessary or incidental for the maintenance and up-keep of the said building.

For SAI - SHIRDI CONSTRUCTIONS

Partner



Partner

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

SIGNED SEALED AND DELIVERED X
 BY THE WITHIN NAMED PROMOTERS X
 M/S. SAI SHIRDI CONSTRUCTIONS X
 THROUGH ITS AUTHORISED PARTNERS X

MR. SURINDER A. SABHLOK X

MR. RISHAB S. WADHWA X

IN THE PRESENCE OF X

1. Sachin Waghmare - Sny X

2. Chandrout Chemen - Chemen X

SIGNED SEALED AND DELIVERED X
 BY THE WITHIN NAMED PURCHASER/S X

MRS. ATRI ANAND PUNJABI X

MR. ANAND DAYARAM PUNJABI X



IN THE PRESENCE OF X

1. Sachin Waghmare Sny X

2. Chandrout Chemen Chemen X

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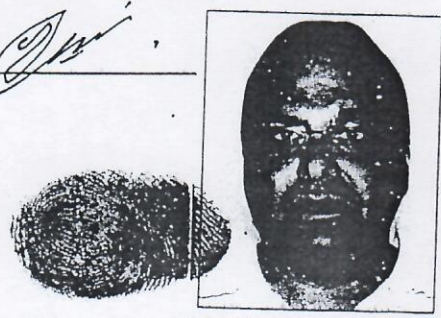
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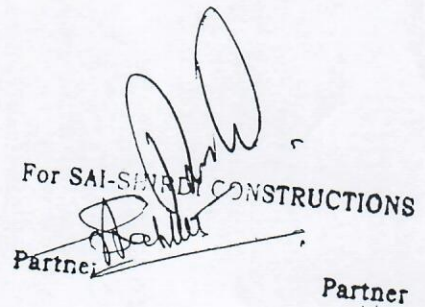
RECEIPT

RECEIVED of and from the within named Purchasers MRS. ATRI ANAND PUNJABI & MR. ANAND DAYARAM PUNJABI a sum of Rs. 1,00,000/- (Rupees One Lakh Only) paid by him/her/them to us as Earnest Money Deposit on execution hereof as per terms & conditions of this Agreement.

WE SAY RECEIVED

M/S. SAI SHIRDI CONSTRUCTIONS


PARTNERS


For SAI-SHIRDI CONSTRUCTIONS
Partner Partner



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SAI SAAKSHAAT

PAYMENT SCHEDULE

TOTAL CONSIDERATION

3,780,950

FLAT NO. 303 "B"

S.NO.	PARTICULARS	AMOUNT
1	BOOKING AMOUNT	100,000
2	ON OR BEFORE 28/06/2010	3,075,998
3	ON P.T.E.	453,714
4	POSSESSION	151,238
	TOTAL	3,780,950

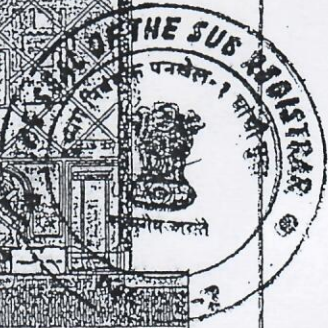
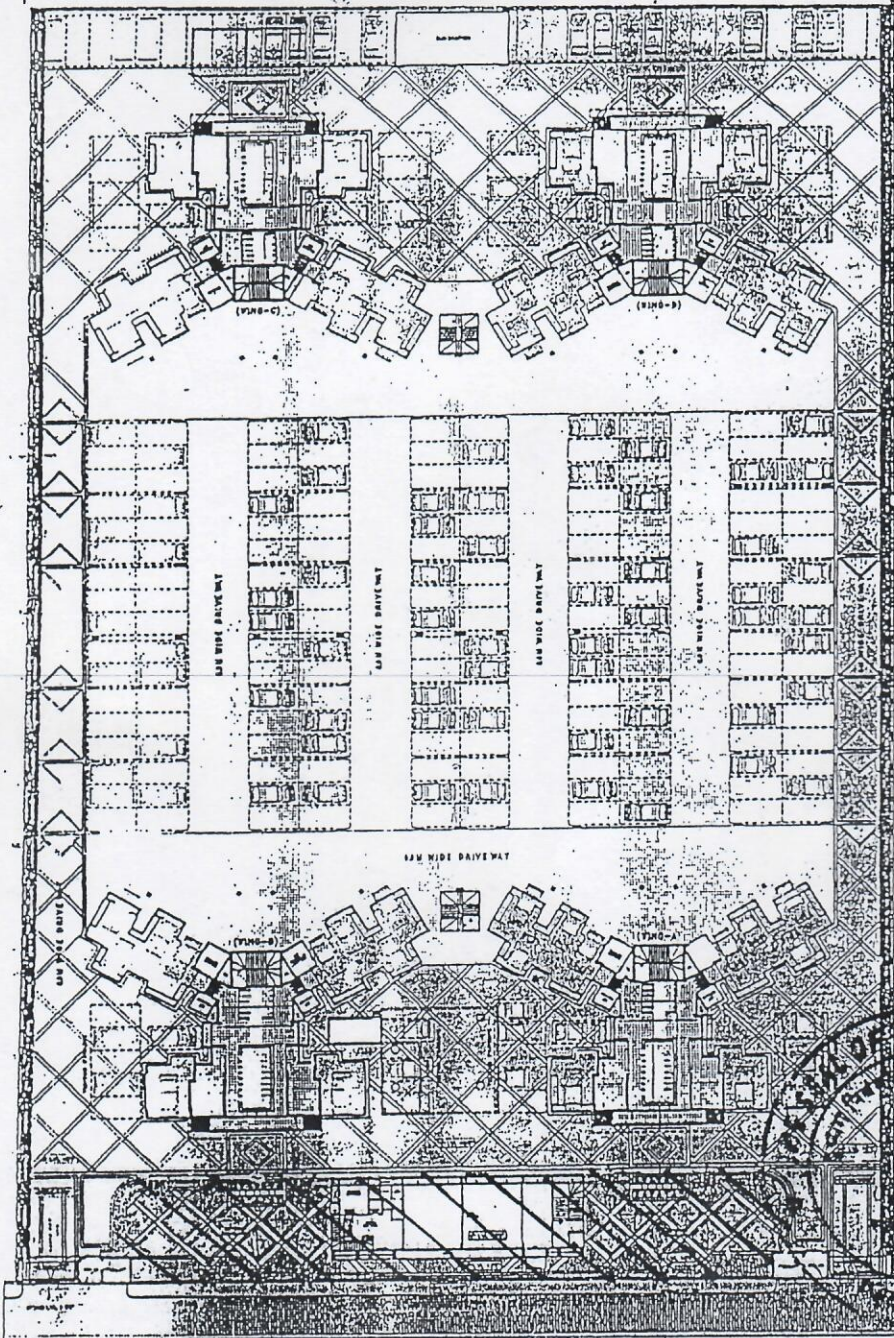
For SAI - SHIRDI CONSTRUCTIONS

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Partner



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33/8



Commercial Structure as per clause 11 on page 12.

PROPOSED RESIDENTIAL COMPLEX,
"SAI SAKSHAAT",
PLOT NO. 9, SECTOR-8, AT KHARGHAR,
FOR M/S. SAI SHIRDI CONSTRUCTION

STILT FLOOR LEVEL



HOMework
ARCHITECTS
INTERIOR DESIGNER
Plot No. 9, Sector-8, Kharghar, Navi Mumbai
Ph: 98202 12121, 98202 12122
E-mail: homeworkarchitects@gmail.com

For SAI-SHIRDI CONSTRUCTIONS

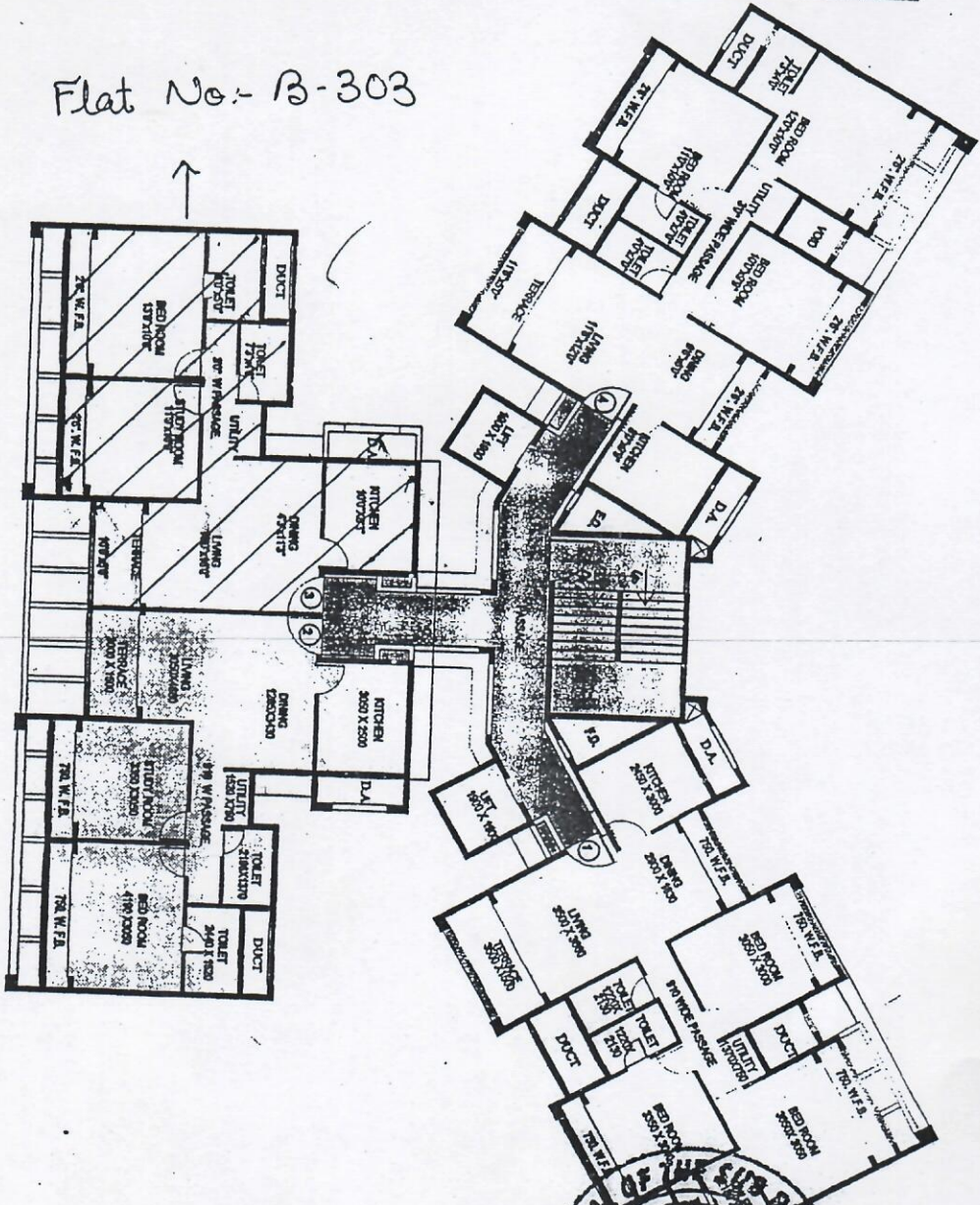
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Flat No:- B-303



PROPOSED RESID. COMPLEX SAISAKSHAKH ON PLOT NO. 9 SECT. 6 AT KHARGHAR
 FOR M/S. SAI SHIRDI CONSTRUCTIONS

DATE: 16th FEB 07



3rd & 5th FLOOR LEVEL PLAN
 [WING-A & B]



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For SAI · SHIRDI CONSTRUCTIONS

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 Partner

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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

CIDCO

REGD. OFFICE :
 "NIRMAL", 2nd Floor, Narlman Point,
 Mumbai - 400 021.
 PHONE : (Reception) 00-91-22-5650 0900
 00-91-22-5650 0928
 FAX : 00-91-22-2202 2509 / 5650 0933

HEAD OFFICE :
 CIDCO Bhavan, CBD-Belepur,
 Navi Mumbai - 400 614.
 PHONE : 00-91-22-5591 8100
 FAX : 00-91-22-5591 8166

Ref. No.

CIDCO/BPI/ATPOI /1595

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३५/५६	

Date: 23/11/2006

To,
 M/s Sai Shirdi Construction,
 1302/1303, A, Wing, Sai Sanskar,
 Behind Vijay Punjab Restaurant,
 Sion-Trombay Road, Deonar.
MUMBAI-88.

Sub:-Development permission for Residential Building on
 Plot no. 09, Sector -06 at Kharghar, Navi Mumbai

- Ref:-1) Your architects application dated.22/06/2006, 29/08/2006,
 27/10/2006 & 22/11/2006
 2) Tripartite agreement executed on 16/12/2005
 3) Fire Office, CIDCO has issued Fire NOC vide letter No. 1255,
 dtd.01/09/2006
 4) I/c M(TS) has granted extension of time vide letter No. 7363,
 dtd. nil
 5) E.E.MSEDC Ltd. Parvel (U) Divn has approved location &
 size of Elect. Sub station vide letter No. 5159, dtd. 4/11/2006
 6) AEO(HQ) has permitted for commercial use vide letter no. nil
 dtd. 6/11/2006
 7) AEE(Elect.), CIDCO has issued PSIDC NOC vide letter No. 709,
 dtd. 7/11/2006

Sir,

Please refer to your application for development permission for Residential Building on
 Plot no.09, Sector -06 at Kharghar, Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the
 plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra
 Regional and Town Planning Act,1966 is also enclosed herewith for the structures referred
 above.

The approval for plumbing services i.e. drainage and water supply shall be separately
 obtained by the applicant from the Executive Engineer, Kharghar CIDCO, prior to the
 commencement of the construction work.

You will ensure that the building materials will not be stacked on the road during
 construction period.

Thanking you,

Yours faithfully,

(Signature)
 (N.S. Swaminathan)
 ADDL. TOWN PLANNING OFFICER
 Navi Mumbai & Kharghar



(Handwritten signature)

REF. NO. CIDCO/ATPO / 1595

23/11/2020

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

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[Signature]	

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXIV) of 1966 to

M/s. Sai Shirde Construction.

Plot No. 09 Road No. - Sector 06 Node Kharshar of Navi Mumbai.

As per the approved plans and subject to the following conditions for the development work of the proposed Residential Building (G+14th str.; A, B, C & D)

Resi. B.U.A. = 11771.748 m² Net B.U.A. = 11902.805 m²
Comm. B.U.A. = 131.057 m²

(Nos. of Residential Units 216 Nos. of Commercial units 5)

1. This Certificate is liable to be revoked by the Corporation if:-

- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. The applicant shall:

- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation
- 2(d) Permit authorised officers of the Corporation to enter the building or premises for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate

3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code of India or GDCK - 1975 in force.

4. The Certificate shall remain valid for period of 1 year from the date of issue. The revivification of the same shall be done in accordance with provision of the GDCK or MRTTP Act- 1966 and as per regulation no. 16.1(2) of the GDCK.

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5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 450,000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UID-11/RDP, Dated 19th July,1994 for all buildings following additional conditions shall apply.
 - i) As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
 - a) Name and address of the owner/developer, Architect and Contractor.
 - b) Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference alongwith description of its boundaries.
 - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
 - d) Number of Residential Flats/Commercial Units with areas.
 - e) Address where copies of detailed approved plans shall be available for inspection.
 - ii) A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.

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11. As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply :

The Owners /Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.

12. As directed by the Urban Development Deptt. Government of Maharashtra, under Section-154 of MR&TP Act-1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following additional condition of Rain Water Harvesting shall apply.

- a) All the layout open spaces / amenities spaces of Housing Society and new construction / reconstruction / additions on plots having area not less than 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed.)

Provided that the authority may approve the Rain Water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.

- b) The owner / society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
- c) The Authority may impose a levy, of not exceeding Rs. 100/- per annum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as required under these byelaws.

[Signature]
23/11/06
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopda

C.C. TO: ARCHITECT
[Signature]

C.C. TO: Separately to :

1. M(TS)
2. CUC
3. EE(KHR/PNL/KLM/DRON)
4. EE(W.S)



SCHEDULE

RAIN WATER HARVESTING

2042	2020
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Rain Water Harvesting in a building site includes storage or recharging into ground of rain water falling on the terrace or on any paved or unpaved surface within the building site.

1. The following systems may be adopted for harvesting the rain water drawn from terrace and the paved surface.
 - (i) Open well of a minimum of 1.00 mt. dia and 5 mt. in depth into which rain water may be channeled and allowed after filtration for removing silt and floating material. The well shall be provided with ventilating covers. The water from the open well may be used for non potable domestic purposes such as washing, flushing and for watering the garden etc.
 - (ii) Rain water harvesting for recharge of ground water may be done through a bore well around which a pit of one metre width may be excavated upto a depth of at least 3.00 mt. and refilled with stone aggregate and sand. The filtered rain water may be channeled to the refilled pit for recharging the borewell.
 - (iii) An impervious surface /underground storage tank of required capacity may be constructed in the setback or other open space and the rain water may be channeled to the storage tank. The storage tank shall always be provided with ventilating covers and shall have draw-off taps suitably placed so that the rain water may be drawn off for domestic, washing gardening and such other purposes. The storage tanks shall be provided with an overflow.
 - (iv) The surplus rain water after storage may be recharged into ground through percolation pits or trenches or combination of pits and trenches. Depending on the geomorphological and topographical condition, the pits may be of the size of 1.20 mt. width X 1.20 mt. length X 2.00 mt. to 2.50 mt. depth. The trenches can be of 0.60 mt. width X 2.00 to 6.00 mt. length X 1.50 to 2.00 mt. depth. Terrace water shall be channeled to pits or trenches. Such pits or trenches shall be back filled with filter media comprising the following materials.
 - a) 40 mm stone aggregate as bottom layer upto 50% of the depth;
 - b) 20 mm stone aggregate as lower middle layer upto 20% of the depth;
 - c) Coarse sand as upper middle layer upto 20% of the depth;
 - d) A thin layer of fine sand as top layer;

ROTA/H-984(B)(400-03-2005)-3



- e) Top 10% of the pits/trenches will be empty and a splash is to be provided in this portion in such a way that roof top water falls on the splash pad.
- f) Brick masonry wall is to be constructed on the exposed surface of pits/trenches and the cement mortar plastered.

The depth of wall below ground shall be such that the wall prevents loose soil entering into pits/trenches. The projection of the wall above ground shall at least be 15 cms.

- g) Perforated concrete slabs shall be provided on the pits/trenches.
- (v) If the open space surrounding the building is not paved, the top layer upto a sufficient depth shall be removed and refilled with coarse sand to allow percolation of rain water into ground.
2. The terrace shall be connected to the open well/borewell/storage tank/recharge pit/trench by means of HDPE/PVC pipes through filter media. A valve system shall be provided to enable the first washings from roof or terrace catchment, as they would contain undesirable dirt. The mouths of all pipes and opening shall be covered with mosquito (insect) proof wire net. For the efficient discharge of rain water, there shall be at least two rain water pipes of 100 mm dia mtr. for a roof area of 100 sq.mt.
3. Rain water harvesting structures shall be sited as not to endanger the stability of building or earthwork. The structures shall be designed such that no dampness is caused in any part of the walls or foundation of the building or those of an adjacent building.
4. The water so collected/recharged shall as far as possible be used for non-drinking and non-cooking purpose.

Provided that when the rain water in exceptional circumstances will be utilized for drinking and/or cooking purpose, it shall be ensured that proper filter arrangement and the separate outlet for by passing the first rain-water has been provided.

Provided further that it will be ensured that for such use, proper disinfectants and the water purification arrangements have been made.

H-984(B) -3A.

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Himanshu Bheda & Co.
Advocate High Court, Mumbai

B-607/608, 6TH FLOOR, GROMA HOUSE, PLOT No. 14-C, SECTOR - 19, VASHI, NAVI MUMBAI - 400 703.
TELEFAX : 2788 0968 • TEL. : 2766 8120 • Cell : 98210 32144 • RELIANCE : 93230 32144
Email : himanshu_bheda@hotmail.com

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REPORT ON TITLE
TO WHOMSOEVER IT MAY CONCERN.

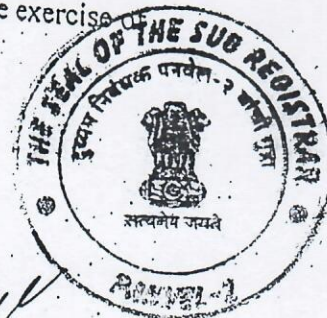
Sub:- Report on Title of M/S. SAI SHIRDI CONSTRUCTIONS in respect of
Plot No 9, Sector 6, Kharghar, Navi Mumbai, admeasuring 12000.60 sq.
meters or thereabouts

THIS IS TO CERTIFY that we have perused the documents of M/S. SAI
SHIRDI CONSTRUCTIONS, a Partnership Firm having office at 1302/1303,
A WING, Sai Sanskar, Behind Vijay Punjab Restaurant, Deonar, Mumbai 400-
088 in respect of Plot No 9, Sector 6, Kharghar, Navi Mumbai, admeasuring
12000.60 sq. meters or thereabouts. (hereinafter referred to as the said plot).
The same is narrated as under:-

1. The City and Industrial Development Corporation of Maharashtra Ltd., is
a Government Company within the meaning of the Companies Act, 1956,
(hereinafter referred to as "The Corporation/CIDCO ") having its
registered office at "Nirmal", 2nd floor, Nariman Point, Mumbai - 400
021. The Corporation has been declared as a New Town Development
Authority, under the provisions of sub sec. (3-A) of Section 113 of the
Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act
No.XXXVIII of 1966 hereinafter referred to as 'the said Act') for the New
Town of Navi Mumbai by Government of Maharashtra in the exercise of

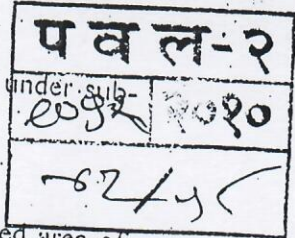
L. Sheel

Sheel



Himanshu Bheda & Co.
Advocate High Court, Mumbai

B-807/808, 6TH FLOOR, GROMA HOUSE, PLOT No. 14-C, SECTOR - 19, VASHI, NAVI MUMBAI - 400 703.
TELEFAX : 2788 0968 • TEL. : 2766 6120 • Cell : 98210 32144 • RELIANCE : 93230 32144
Email : himanshu_bheda@hotmail.com



its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.

2. The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provisions of Sec. 113 of the said Act.
3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.
4. M/s. DEWAN HOUSING FINANCE CORPORATION LTD, a Limited Company registered under the Indian Companies Act 1956, having its office at Dheeraj Arma, 6th floor, Anant Kanekar Marg, Bandra (E) Mumbai 400-051 (hereinafter referred to as the Original Lessee) had by its application dated 17th December 1993, addressed to CIDCO, requested CIDCO to allot a suitable plot to the Original Lessee.
5. Pursuant to the said application of the Original Lessee, CIDCO, by its letter dated 10-02-1994 was pleased to allot to the Original Lessee Plot No 9, Sector 6, Kharghar, Navi Mumbai, admeasuring 12000.60

Himanshu Bheda



Himanshu Bheda & Co.
Advocate High Court, Mumbai

407/608, 6TH FLOOR, GROMA HOUSE, PLOT No. 14-C, SECTOR - 19, VASHI, NAVI MUMBAI - 400 703.
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Email : himanshu_bheda@hotmail.com

meters or thereabouts for such Lease premium and upon such terms and conditions as contained in the said allotment letter;

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- The Original Lessee paid the entire Lease consideration and other charges payable to CIDCO for the allotment of the said plot and accordingly CIDCO by Agreement dated 12th March, 1996 granted the Original Lessee license to enter upon plot No. 9, Sector 6, Kharghar, Navi Mumbai, admeasuring 12000.60 sq. meters or thereabouts for such Lease premium and upon such terms and conditions as contained in the said Agreement. (hereinafter referred to as the said plot).
- Pursuant to the application of the Original Lessee, CIDCO Ltd has by its letter dated 09-11-2005 granted the Original Lessee extension upto 2nd November, 2007 & by its another Letter dated 5th May, 2006 CIDCO Ltd granted the Promoters a further extension upto 2nd November, 2008 for completing the construction on the said plot.
- By an Agreement for Assignment cum Sale dated 15-12-2005 executed between the Original Lessee and the Promoters, the Original Lessee agreed to a signed and transfer all their rights, title, interest in respect of the said plot in favour of the Promoters for such consideration upon such terms and conditions as contained in the said Agreement. As per the



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Himanshu Bheda & Co
Advocate High Court, Mumbai

B-807/608, 6TH FLOOR, GROMA HOUSE, PLOT No. 14-C, SECTOR - 19, VASHI, NAVI MUMBAI 400 008
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Email : himanshu_bheda@hotmail.com

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12/12/2020

[Signature]

terms of the said Agreement for Assignment cum Sale, the Promoters, in addition to the monetary consideration pay to the Original Lessee have agreed to construct and hand over to the Original Lessee residential flats having an aggregate area of 19500 Sq ft. (carpet area as defined in the said Agreement). (hereinafter referred to as the Original Lessees' premises).

9. The Original Lessee requested the Corporation to grant to it the permission to transfer and assign its rights and interest in or benefits under the said Agreement dated 12th March, 1996 in respect of the said Plot to Promoters herein.

10. By and under Tripartite Agreement Dated 16th December, 2005 executed between the CIDCO & the Original Lessee and the Promoters, CIDCO has accepted the Promoters as the New licensee in respect of the said Plot.

11. In the Circumstances, subject to the compliance of the terms & conditions of the said Agreement to Lease dated 12th March, 1996, Tripartite Agreement dated 16th December, 2005, & the terms & conditions of the CIDCO's Letter dated 9th November, 2005 and 5th May, 2006 the title of M/S. SAI SHIRDI CONSTRUCTIONS to the above plot is clear & marketable & free from all registered encumbrances.

lisheed

[Signature]



Himanshu Bheda & Co.
Advocate High Court, Mumbai

B-807/808, 6TH FLOOR, GROMA HOUSE, PLOT No. 14-C, SECTOR - 19, VASHI, NAVI MUMBAI - 400 702
TELEFAX : 2788 0968 • TEL.: 2766 6120 • Cell : 98210 32144 • RELIANCE : 93230 32144
Email : himanshu_bheda@hotmail.com

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THE SCHEDULE ABOVE REFERRED TO
ALL THAT PIECE OR PARCEL OF LAND OR GROUND
BEARING PLOT NO. 9, SECTOR 06, OF KHARGHAR, NAVI
MUMBAI ADMEASURING 12000.60 SQ. MTRS. OR
THEREABOUTS AND BOUNDED AS FOLLOWS :-

ON OR TOWARDS THE NORTH	BY OPEN PLOT.
ON OR TOWARDS THE SOUTH	BY PLOT NO 8
ON OR TOWARDS THE EAST	BY 11.0 METRES
ON OR TOWARDS THE WEST	WIDE ROAD
	BY OPEN PLOT

DATED THIS 22ND DAY OF DECEMBER 2006

FOR HIMANSHU BHEDA & CO.

lishet

PROPRIETOR.



मा. कार्याकारी, दंडाधिकारी साहेब, पनवेल यांचे समोर

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Sai Saakshaat
Airconditioned Apartments

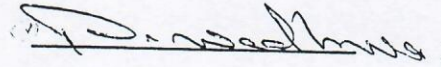
23rd December 2009

RESOLUTION

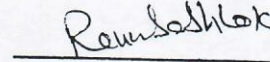
A Partners Meeting was held on 23rd December 2009, at the Office No.75 & 76, 4th Floor, Mahavir Centre, Sector 17, Vashi, Navi Mumbai 400 705, and it was unanimously resolved by the Partners of M/S. SAI SHIRDI CONSTRUCTIONS, that MR. SURINDER ANANTRAM SABHLOK and MR. RISHAB SURESH WADHWA, will execute all the Agreement for Sale/Rectification Deed/Cancellation Deed or any other Documents to be executed with any Officers of Registrar Office etc., being executed between M/S. SAI SHIRDI CONSTRUCTIONS and the Prospective Buyers. This Agreement for Sale would be pertaining to sale of Flats/Offices/Shops of SAI SAAKSHAAT Project on Plot No.9, Sector 6, Kharghar, Navi Mumbai.

For SAI SHIRDI CONSTRUCTIONS

POONAM SURESH WADHWA

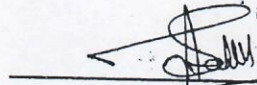


RENU SURINDER SABHLOK



AUTHORISED SIGNATORY

SURINDER ANANTRAM SABHLOK



RISHAB SURESH WADHWA





Sai Shirdi Constructions

429, Arenja Corner, Sector-17, Vashi, Navi Mumbai 400 705. Tel.: 2789 2285/6, 2789 8001/2 • Telefax: 2789 0013
Website: www.saisaakshaat.co.in • Email: info@concretebuilders.com

मा. कार्याकारी, दंडाधिकारी साहेब, पनवेल यांचे समोर

मी Mr. Shamud S. Mhadlekam याद्वारे घोषित
करतो की, दुय्यम निबंधक Pannal यांचे कार्यालयात
Agreement for Sale या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे.

श्री Mrs. Suci Shindi Constructions
Mrs. Pramam S. Wadhwa; Mr. Rishab S. Wadhwa
Mr. Surinder A. Subhale Mrs. Renu S. Subhale
429, Aranya, Gommen, Sec-17, Vashi
व इ. यांनी दि. 20/11/16 रोजी मला दि.

आधारे मी, सादर दस्त नोंदणीस सादर केला आहे. निष्पन्न करून कबुलीजवाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णपणे सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

Shamud S. Mhadlekam
Mhadlekam
(कुलमुखत्यारपत्रधारकाचे नाव व गर्हा)

सादर कुलमुखत्यारपत्र मी वाचले आहे आणि सादर नावत माझी खात्री पटली आहे.



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Customer Copy Sr. No. **2143**
VASHI BRANNCH Date **15/4/10**
 For : IDBI bank A/C Stamp duty

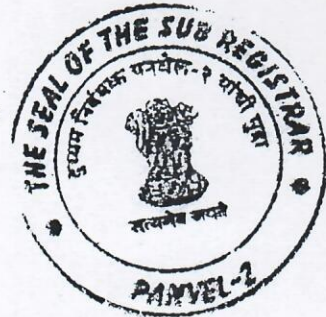
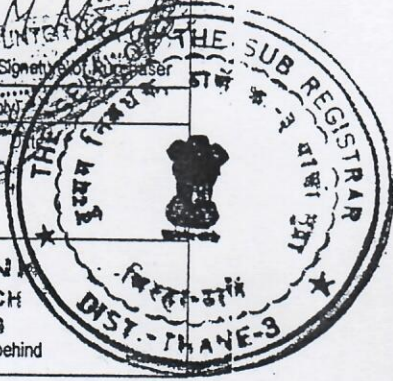
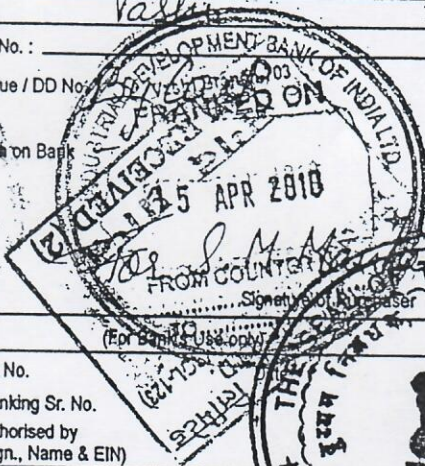
Type of Document	<i>Power of Attorney</i>	
Type of Stamp	Special Adhesive	
Franking Value 12377800010010	Rs.	<i>100/-</i>
Service Charges 12346600010204	Rs.	<i>10</i>
Total	Rs.	<i>110/-</i>

Name and address of stamp duty paying party
*M/S. Sai Shirdi
 Construction
 Vashi*

PAN No. :
 Cheque / DD No. :
 Drawn on Bank :
 FROM COUNTRY :
 Signature of the Treasurer
 (For Bank's Use only)

DC No.
 Franking Sr. No.
 Authorised by
 (Sign., Name & EIN)

IDBI BANK
VASHI BRANCH
FRANKING
 Please sign the declaration printed behind

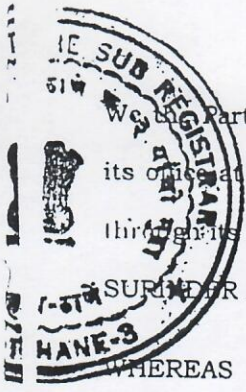


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9/9/2010

SPECIAL POWER OF ATTORNEY FOR ADMISSION EXECUTION TO ALL TO WHOM THESE PRESENTS SHALL COME :

Partners of M/s. SAI-SHIRDI CONSTRUCTION a partnership firm having its office at 429, ARENJA CORNER, SECTOR 17, VASHI, NAVI MUMBAI 400705 through its Partners MRS. POONAM S. WADHWA, MR. RISHAB S. WADHWA, MR. SURINDER A. SABHLOK & MRS. RENU S. SABHLOK SEND GREETINGS :

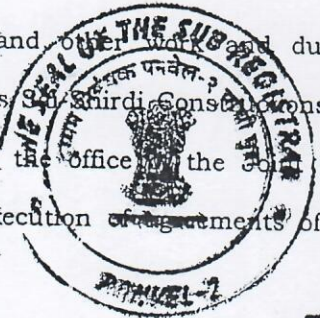


WHEREAS on account of our pre-occupation and other unavoidable circumstances, we the partner of M/s. SAI-SHIRDI CONSTRUCTION are unable to execute, lodge and remain present at the office of the Sub Registrar at Panvel for registration and admit execution of engagements of our clients.

AND WHEREAS for the above said reason and for our convenience it is necessary that we should appoint some fit and proper person to be our lawful attorney to act in our name or on our behalf in respect of the said plot as our true and lawful attorneys and confer upon them the powers hereinafter stated :

प्री साईश्रीदी कंस्ट्रक्शन्स प्राय. लि. वरिष्ठ अधिकारी
 or INDUSTRIAL DEVELOPMENT BANK OF INDIA LTD
 Industrial Development Bank of India Ltd. 1-3, Harnes Centre, Palm Beach Marg, Sector-17, Vashi, New Mumbai-400 703.
 अधिकारी साईश्रीदी कंस्ट्रक्शन्स प्राय. लि.
 श्री साईश्रीदी कंस्ट्रक्शन्स प्राय. लि. (BOL-123)

D-5/STR(V)/G.R.1007/09/05/2075-78



INDIA
 STAMP DUTY
 MAHARASHTRA
 21772 50481
 118793
 R. 090021801-PB5507
 280 280 280 280 280 280 280 280 280 280
 13:40
 15/9/10
 13:40

Renu Sabhlok

Poonam S. Wadhwa

Surinder A. Sabhlok

2020
40/145

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT :

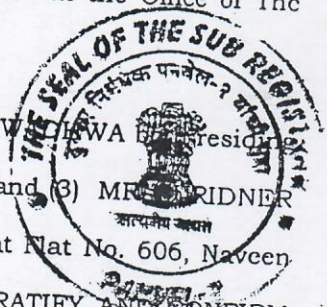
We, the partner of M/s SAI-SHIRDI CONSTRUCTIONS do hereby nominate, constitute and appoint 1) MR. MAHESH M. MANKAR aged 47 years, 2) MR. SAINATH M. MANKAR aged 57 years, 3) MR. TANVEER SARANG aged 30 years, 4) MR. SHARAD MHADLEKAR aged 22 years, office at Mahalaxmi Enterprises, Office No.218, Central Facility Building, Sector-19, Fruit Market, Vashi Navi Mumbai, to be our true and lawful attorney for us and in our name and on our behalf to do or cause to be done all or any of the following acts, deeds, matters and things that we would have done personally in respect of our project SAI SAAKSHAAT situated on Plot No.9, Sector-6, Kharghar, Navi Mumbai.

THAT IS TO SAY



On our behalf to appear before The sub Registrar Panvel to lodge various Agreement for registration for the project SAI SAAKSHAAT situated at Plot No.9, Sector-6, Kharghar, Navi Mumbai.

On our behalf to do and perform all acts, deeds, matters and things necessary and convenient for execution and registration of the documents at the Office of The Sub-Registrar-Panvel as we could do in person.



WE, (1) MRS. POONAM S. WADHWA, (2) MR. RISHAB S. WADHWA residing at Sai Sharan, Plot No.132, Sector-8, Vashi, Navi Mumbai and (3) MRS. RENU S. SABHLOK 4) MRS. RENU S. SABHLOK both residing at Flat No. 606, Naveen Shree Mangal, Sector-17, Vashi, Navi Mumbai HEREBY RATIFY AND CONFIRM and agree to RATIFY AND CONFIRM whatsoever our said Attorney shall do or purport to do by virtue of these presents.

Renu Sabhlok

(Handwritten signatures)
Atri
Poonam S. Wadhwa
Renu S. Sabhlok

2092 2020
49 / 45

In witness whereof we have hereunto set my hands and seal on this
20th APRIL 2010.

SIGNED AND SEALED BY THE PARTNERS OF

M/S. SAI SHIRDI CONSTRUCTIONS

MRS. POONAMS S. WADHWA

Poonam S. Wadhwa



MR. RISHAB S. WADHWA

Rishab S. Wadhwa



MR. SURINDER A. SABHLOK

Surinder A. Sabhlok



MRS. JHEJU S. SABHLOK

Jheju S. Sabhlok



SPECIMEN SIGNATURE OF ATTORNEY

1) MR. MAHESH M. MANKAR

Mahesh M. Mankar



2) MR. SAINATH M. MANKAR

S. M. Mankar



3) MR. TANVEER SARANG

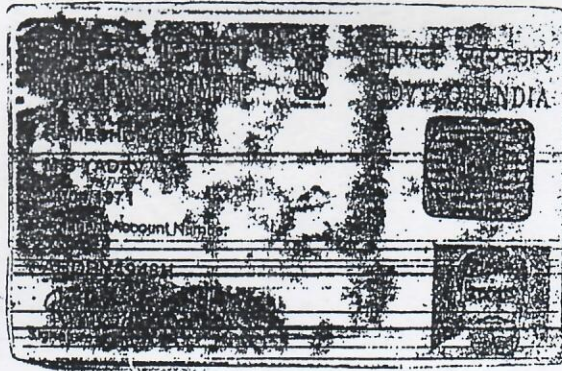
Tanveer Sarang



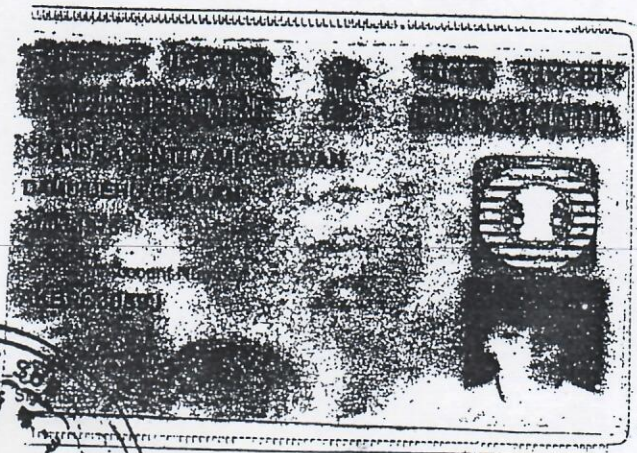
4) MR. SHARAD MHADLEKAR

Sharad Mhadlekar For SAI - SHIRDI CONSTRUCTIONS










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① Wadhwa  

② Rama 
विद्युतवेगार
 


③ Remudeshole
पवल-२
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 ५३ / ५
 S. M. Mankar 

④ Rama 

⑤ Srinivasan 

विद्युतवेगार - मे वार्ड सिटी कंस्ट्रक्शन वर्क मागीदार
 ① पुंगम राय • वाद्यवा ② दिक्षिण राय • वाद्यवा
 ③ सुहेतु राय • वाद्यवा ④ वेणु राय • वाद्यवा



विद्युतवेगार - ① मेहेका राम • माणकार ② मारिना 
 ③ लनकीस नारंग ④ शरद



Ramesh



२०/४/१०
 पुंगम राय • वाद्यवा
 महेका राम • माणकार
 लनकीस नारंग
 शरद



Chavan

११९
 २०/४/२०१०

१००/-

पत्रांक ४ - पुमाणिण कार्यालय मेली की कार्य कुख्यातकार
 पत्रांक ४००० प पागे माले

सह दुय्यम निबंधक वर्ग २ ठाणे क्र. ३

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SAI SHIRDI CONSTRUCTIONS

29/11/2005

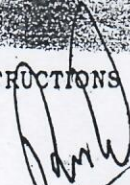
Permanent Account Number

ABFFS1404G

25/12/2006

For SAI - SHIRDI CONSTRUCTIONS


Partner


Partner

प व ल - २
२०१२
५५/५८

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ATRI ANANDLAL PUNJABI

CHANDANDAS CHAWLA

09/08/1968

Permanent Account Number

AJQPP7186H


Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANAND DAYARAM PUNJABI

DAYARAM JAGGUMAL PUNJABI


02/08/1968


Permanent Account Number

AJQPP2996P


Signature





 भारत निवडणक आयोग
 Election Commission of India
 ओळखपत्र
 IDENTITY CARD
 BJD0939868




मतदाराचे नांव : राजा लक्ष्मण भोईर
 Elector's Name : Raja Laxman Bhoir
 वडीलांचे नांव : लक्ष्मण भोईर
 Father's Name : Laxman Bhoir
 लिंग : प Sex : M
 1/1/2008 रोजी वय : 19
 Age as on 1/1/2008 :

पल्लव
 २०५२
 ५५ / ५८

201

 ELECTION COMMISSION OF INDIA
 भारत निवडणक आयोग
 IDENTITY CARD
 ओळखपत्र

MT/07/051/0905009



Elector's Name : Kelkar Bharat
 मतदाराचे नाव : केंडकर भरत
 Father's/Mother's/
 Husband's Name : Arun
 वडील/आई/
 पतीचे नाव : अरुण
 Sex : M लिंग : पुरुष
 Age as on 1.1.95 :
 1.1.95 रोजी वय :



मूल्यांकन पत्रक बांधीव शहरी क्षेत्र

गुरुवार, सप्टेंबर ९, २०१०
०१:२१:१७

मूल्यांकनाचे वर्ष 2010
जिल्हा रायगड
प्रमुख मूल्य विभाग 2-मौजे : पनवेल पनवेलनगरपालिका
उप मूल्य विभाग 19/6-खारघर सिडको से.क्र.6
नागरी क्षेत्राचे नांव A Class Palika
सर्व्हे नंबर इतर -

बाजार मूल्य दर तक्त्यानुसार जमिनीचा दर

खुली जमीन	निवासी सदनिका	कार्यालय	इकाने	औद्योगिक
21000.00	45000.00	56500.00	67500.00	56500.00

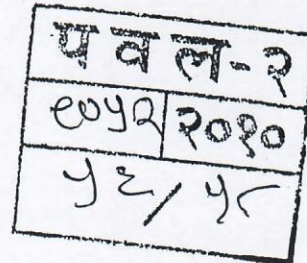
मिळकतीचे क्षेत्र	83.72	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका	उद्दवाहन सूविधा	आहे
मिळकतीचा प्रकार	बांधीव	बांधकामाचा दर	
मिळकतीचे वय	0 TO 2	मजला	Ground to 4th Floor

$$\begin{aligned} \text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर} &= \text{बाजार मूल्यदर} + \text{घसा-यानुसार नविन दर} * \text{मजला निहाय घट/वाढ} \\ &= 45000.00 + (100 / 100) * (100.00 / 100) \\ &= 45000.00 \end{aligned}$$

$$\begin{aligned} \text{A) मुख्य मिळकतीचे मूल्य} &= \text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर} * \text{मिळकतीचे क्षेत्र} \\ &= 45000.00 * 83.72 \\ &= 3767535.00 \end{aligned}$$

$$\begin{aligned} \text{F) लगतच्या गच्चीचे मूल्य} &= 4.59 \text{ चौ. मीटर} \\ \text{लगतच्या गच्चीचे मूल्य} &= 4.59 * (40.00 / 100) * 45000.00 \\ &= 82620.00 \end{aligned}$$

$$\begin{aligned} \text{एकत्रित अंतिम मूल्य दर} &= \text{अंतिम मूल्य दर} + \text{तळघराचे मूल्य} + \text{पोटमाळ्याचे मूल्य} + \text{खुल्या जमिनीवरील वाहन तळाचे मूल्य} \\ &\quad + \text{बंदिस्त वाहन तळाचे मूल्य} + \text{लगतच्या गच्चीचे मूल्य} + \text{वरील गच्चीचे मूल्य} + \text{इमारती भोवतीच्या खुल्या जागेचे} \\ &= \text{A} + \text{B} + \text{C} + \text{D} + \text{E} + \text{F} + \text{G} + \text{H} \\ &= 3767535.00 + .00 + .00 + .00 + .00 + 82620.00 + .00 + .00 \\ &= 3850155.00 \end{aligned}$$





09/09/2010

दुय्यम निबंधकः

2:50:47 pm

सह दु.नि.पनवेल 2

दस्त गोषवारा भाग-1

उरण

दस्त क्र 9052/2010

9052

दस्त क्रमांक : 9052/2010

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: अत्री आनंद पंजाबी - -</p> <p>पत्ता: घर/फ्लॉट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाम: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: ए 204 रतन गार्डन अमन सिनेमाजवळ</p> <p>उल्हासनगर</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: AJQPP718</p>	<p>लिहून घेणार</p> <p>वय 40</p> <p>सही</p> <p><i>Attri</i></p>		
2	<p>नाम: आनंद दयाराम पंजाबी - -</p> <p>पत्ता: घर/फ्लॉट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाम: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: II</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: AJQPP2996P</p>	<p>लिहून घेणार</p> <p>वय 42</p> <p>सही</p> <p><i>[Signature]</i></p>		
3	<p>नाम: मे.साई शिर्डी कन्स्ट्रक्शन्स तर्फे मागीदार सुरींदर</p> <p>ए.सबलोक व रिशब एस वाघवा यांचे कु.मु.शरद</p> <p>म्हादलेकर - -</p> <p>पत्ता: घर/फ्लॉट नं: -</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाम: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: 423 अरे</p>	<p>लिहून देणार</p> <p>वय 21</p> <p>सही</p> <p><i>[Signature]</i></p>		

दस्ताऐवजासोबत जोडलेली कॅम्प्युटरने
कुलपुस्तकारपत्रे, व्यक्ती इत्यादी वगैरे
आहतून आल्यास याची संपूर्ण जबाबदारी
दस्त निपादकाची राहिल.





दस्त गोषवारा भाग - 2

उरण
दस्त क्रमांक (9052/2010)
१८५५

दस्त क्र. [उरण-9052-2010] चा गोषवारा
बाजार मुल्य :3852000 मोबदला 3780950 भरलेले मुद्रांक शुल्क : 213730

पावती क्र.:9450 दिनांक:09/09/2010
पावतीचे वर्णन
नांव: अत्री आनंद पंजाबी - -

दस्त हजर केल्याचा दिनांक :09/09/2010 02:45 PM
निष्पादनाचा दिनांक : 09/09/2010
दस्त हजर करणा-याची सही :

ATYI

30000 :नोंदणी फी
1160 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31160: एकूण

[Signature]

दु. निबंधकाची सही, सह दु.नि.पनवेल 2

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 09/09/2010 02:45 PM
शिक्का क्र. 2 ची वेळ : (फ्री) 09/09/2010 02:50 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 09/09/2010 02:50 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 09/09/2010 02:50 PM

दस्त नोंद केल्याचा दिनांक : 09/09/2010 02:50 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपत्रेपेज करून देण-यांनी व्यक्तीशः ओळखतात
व त्यांची ओळख पटवितात.

1) भरत केळकर - - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: ---

ईमारतीचे नाव: --

ईमारत नं: -

पेठ/वसाहत: गणेशनगर मांडूय

शहर/गाव:-

तालुका: -

पिन: -

2) राजा भोईर - - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: 217 सेट्रल फॅसीलिटी से 17 वाशी

शहर/गाव:-

तालुका: -

पिन: -



[Signature]

दु. निबंधकाची सही
सह दु.नि.पनवेल 2

प्रमाणित करणेत येते की सदर दस्ताम एकूण १५
पाने आहेत. गुप्तता १
क्रमांक २०५२ वा नोंदला.

[Signature]
सहायक निबंधक, वार्ड २, पनवेल - २
०९/०९/२०१०

