



2007
108

Pune Property 10/2004
Loan taken from Shri Mahavithal Co
Bank Ltd for Rs 300000/- dt 29/4/04
Installment Amt of Rs 6900/-

BCL/1220

Original paper
Submitted to Bank
dated 29/4/2004

M/S. SAGAR DEVELOPERS,

At Rajdeep Apartments, Survey Nos. 121 + 122,
Rambaug Colony, Paud Road, Kothrud,
Pune - 411 038.

AGREEMENT SHOP / FLAT / OFFICES

9

200

9

BETWEEN

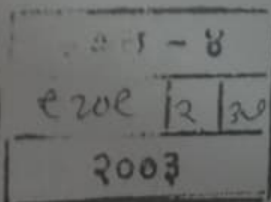
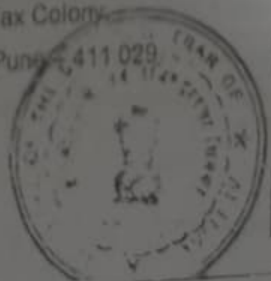
M/S. SAGAR DEVELOPERS,
 A partnership firm, registered
 Under Indian Partnership Act, 1932,
 having its office at Rajdeep
 Apartments, Survey Nos. 121 + 122,
 Rambaug Colony, Paud Road, Kothrud,
 Pune - 411 038.

By its partners:

1) **SHRI. SHESHARAM NAINARAMJI CHAUDHARY**
 Adult, Occupation - Business,
 R/at - 26/95, Dahanukar Colony,
 Kothrud, Pune - 411 029.

AND / OR

2) **SHRI. PUNARAM LASSAJI CHAUDHARY,**
 Adult, Occupation - Business,
 R/at - B/5, Income - Tax Colony,
 Paud Road, Kothrud, Pune - 411 029.



OFFICE OF THE SUB-REGISTRAR
HAVALI-4, DIST - PUNE
MAH/CCRA/11/YEAR-2000

भारत 34165 SPECIAL महाराष्ट्र
ADHESIVE 182959 NOV 04 2003
R.0042500/PB 0116
INDIA STAMP DUTY MAHARASHTRA

(म. ले. चोकीपि हजारा पान्चशे पदस्त)

[Signature]

दुय्यम विबंधक हवेली नं. ४.

HEREINAFTER called or referred to as "The Promoters" (which expression unless repugnant to the context or meaning thereof, shall mean and include all the present partners, their heirs, executors, successors and assigns)

THE PARTY OF THE FIRST PART.

AND

Mr. NARENDRA KUMAR KEDARNATH SINGH
Age about 45 years, Occupation - Business
R/at - Singh Estate Khairani Road,
Sakinaka Andheri (East)
Mumbai - 400 072.

नाम नरेंद्र कुमार केदारनाथ सिंगे
व्यवसाय
हस्ते सज्जन रोड
पावती क्र. (P.R.E.S.T.) वि. 6/99/03

[Signature]
दुय्यम विबंधक, हवेली नं. ४.

HEREINAFTER called or referred to as "The Purchaser/s" (which expression unless repugnant to the context or meaning thereof, shall mean and include all the present partners, their heirs, executors, successors and assigns)

THE PARTY OF THE SECOND PART.

AND

- 1) Shri. Chandrakant Govind Shinde,
Age : Adult, Occupation : Agriculturist.
- 2) Mr. Tushar Chandrakant Shinde
Age : Adult, Occupation : _____
- 3) Mrs. Rohini Chandrakant Shinde
Age : Adult, Occupation : Household.
- 4) Mrs. Sharmila Tushar Shinde,
Age : Adult, Occupation : Household.
- 5) Miss. Ravati Chandrakant Shinde
Age : Adult, Occupation : Household.
All 1 to 5 residing at 438,
Shivajinagar, Pune 411 005.

Through their substituted attorneys



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Eve 18/30
2003

1) **Shri Shesharam Nainaramji Choudhary,**

Age : Adult, Occupation : Business

R/at - 26/95, Dahanukar Colony,

Kothrud, Pune - 411 029.

2) **Shri. Punaram Lassaji Chaudhary,**

Age : Adult, Occupation : Business

R/at - B/5, Income-Tax Colony,

Paud Road, Kothrud, Pune - 411 029.

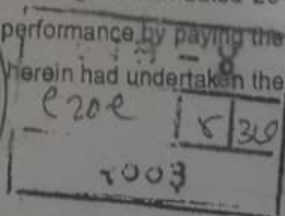
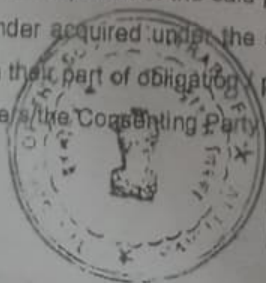
HEREINAFTER called or referred to as "The Owners / Consenting Party" (which expression unless repugnant to the context or meaning thereof, shall mean and include all the present partners, their heirs, executors, successors and assigns)

THE PARTY OF THE THIRD PART.

WHEREAS, all that piece and parcel of plot of land bearing Plot No.2, admeasuring 1743.64 Sq. mtrs., and 407 Sq.mtrs., making total area admeasuring 2150.64 Sq.mtrs. from and out of larger portion of land bearing Survey No. 150-A/1 +2, all situate at village Kothrud, Taluka-haveli, District Pune and also bearing City Survey No. _____ (Part) Kothrud, and more particularly described in the Schedule 'I' written hereunder is owned by and belonged to the Owners/Consenting Party, the Party of the Third Part and the said pieces of plot of lands shall hereinafter be referred to as "THE SAID PROPERTIES" brevity sake,

AND WHEREAS by an Agreement (hereinafter referred to as "DEVELOPMENT AGREEMENT") dated 20-05-1993 executed between the original owners and M/s G.S. ASSOCIATES, a partnership firm, the said M/s G.S. ASSOCIATES and a right to develop the said properties subject to the terms and conditions contained in the said Development Agreement;

AND WHEREAS the said M/s. G.S. ASSOCIATES the then partnership firm in pursuance of the rights of development of the said properties described in the Schedule 'I' written hereunder acquired under the said Agreement dated 20-05-1993 has complied with their part of obligation performance by paying the monetary claims of the owners/the Consenting Party herein had undertaken the



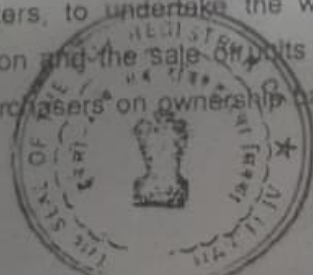
work of development of the said entire larger portion of lands bearing Survey No. 150-A/1+2, situated at village Kothrud, Taluka-Haveli, District Pune;

AND WHEREAS the partners of the said M/s. M.G. ASSOCIATES have dissolved their partnership firm by Deed of Dissolution dated 30-05-1996 and the F.S.I. admeasuring 5000 Sq.mtrs., given to the share of Shri. Shamrao Baburao Gaval exclusively for development of the said portion of land and the other partner Mrs. Lata Gorakh Thorat was given F.S.I. admeasuring 4647 Sq.mtrs., from the said properties;

AND WHEREAS the said G.S. ASSOCIATES by its proprietor Shri. Shamrao Baburao Gavli entrusted and assigned the rights of development in respect of portion of the said land admeasuring 1743.66 Sq.mtrs., i.e. 18761.65 Sq.ft. from and out of the said larger portion of land bearing Survey No. 150-A/1+2, Kothrud, to the Party of the First Part herein by executing an Agreement of Development dated 21-12-2001 and registered the same in the office of the Sub-Registrar, Haveli No.IV, Pune at Serial No. 15288/2001 on 21-12-2001 by complying with provisions of the Bombay Stamp Act, 1958;

AND WHEREAS the said M/s. G.S. ASSOCITES (New) by its proprietor Mrs. Lata Gorakh Thorat entrusted and assigned the rights of development in respect of the portion of land admeasuring 407 Sq.mtrs., i.e. 4379 Sq.ft. from and out of the said larger portion of land bearing Survey No. 150-A/1+2, Kothrud, Pune to the Party of the First Part herein by executing an Agreement of Development dated 26-2-02 and registered the same in the office of the Sub-Registrar, Haveli No.IV, Pune at Sr.No. 1534/2002 on 26-2-02 by complying the provisions of the Bombay Stamp Act, 1958;

AND WHEREAS the said Shri. Shamrao Baburao Gavali, the proprietor of M/s. G.S. ASSOCIATES and Mrs. Lata Gorakh Thorat, the proprietor of M/s.G.S. ASSOCIATES (New) have in pursuance of execution of the aforesaid agreements, have also executed Deed of General Power of Attorneys dated 21-12-2001 and 26-02-2002 empowered and authorised the Party of the First Part herein being the Promoters, to undertake the work of development, construction of buildings thereon and the sale of plots (residential and non-residential) to the intending purchasers on ownership basis but Mr. Shamrao



Handwritten registration details: 2002/4/30 and 2003

Baburao Gavali was expired on 14th July 2002. After him, his heirs registered document no. 3232/2003 by Kavita Shamrao Gavali & Amar Shamrao Gavali.

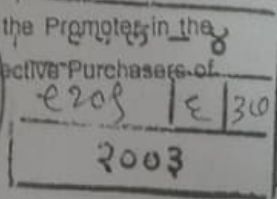
AND WHEREAS as a result of the said Agreements and the Deeds of General Power of Attorneys, the Promoter herein alone is entitled to develop the said properties described in the Schedule I written hereunder and to construct the building/s thereon;

AND WHEREAS the Promoter herein got the said properties described in the Schedule I written hereunder, amalgamated vide layout approved and sanctioned by the authorities of Pune Municipal Corporation and also got the building plans approved and sanctioned from the authorities of Pune Municipal Corporation vide its Commencement Certificate No. 4006 dated 16-02-2002 and the Promoter has started the work of development and construction of building/s on the said properties described in the Schedule I written hereunder as per the sanctioned building plans and the revised building plans from time to time and the said scheme is known as "SAI PALACE".

AND WHEREAS the Promoter has entered into a standard Agreement with M/S KHIRE-BHIDE AND ASSOCIATES the Architect, registered with the Council of Architects and as per the Agreement specified by the Council of Architects.

AND WHEREAS the Promoter herein has also appointed M/s. G. S. BHILARE AND ASSOCIATES the Structural Engineer and R.C.C. Consultants for the preparation of structural designs and said structural Engineer and the Architect have been appointed by the promoter for the supervision purpose till the completion of the said buildings. However, the Promoter herein has right to change the said structural engineers and the Architects at any time as per his desire and choice;

AND WHEREAS by virtue of the Agreements and the General Power of Attorneys as mentioned above, the Promoter alone has the sole and exclusive right to sell the Shops/flats/offices/parking spaces or commercial units, terraces, etc. in the said buildings to be constructed by the Promoter in the said property and to enter into Agreements with the prospective Purchasers of



the Shops/flats/offices/parking spaces or commercial units, terraces, etc. and to receive the sale price thereof;

AND WHEREAS the Purchaser has demanded from the Promoter and the Promoter has given inspection of the documents of title relating to the said property orders, plans, designs, specifications prepared by the Promoter's Architect above named and of such other documents specified, under Maharashtra Ownership Shops (Regulations of Promotion of Construction, Sale, Management and Transfer) Act, 1963 hereinafter referred to as "SAID ACT" and rules made there under;

AND WHEREAS the copy of the Certificate of Title issued by SHRI. ASHOK S. ABAD, Advocate of the Promoter and property card and village form No. 7/12 extracy, the specifications of the flats agreed to be purchased by the Purchaser approved by the concerned marked as Annexure 'A', 'B' and 'C' respectively;

AND WHERAS the Purchaser applied to the Promoter for the allotment of Shop/Office/Flat No. 8 on the Stilt floor in the said proposed Building/Wing No. P-1 under construction in the said properties as described in Schedule I hereunder written;

AND WHEREAS prior to making an application as aforesaid required by the provisions of the Maharashtra Co-operative Societies Act, 1960, the Purchaser has made declaration to the effect that the Purchaser nor the members of his/her family own a tenement, house or a building within the limits of the Pune Municipal Corporation;

AND WHEREAS relying upon the said applications, declarations and agreements, the Promoters have agreed to sell Shop/Office/Flat No. 8 on the stilt floor in P-1 wing of the building under construction on the said property and the description of the said Shop/Office/Flat is more particularly given in the Schedule 'II' written hereunder, and hereinafter for the sake of brevity and convenience referred to as "THE SAID SHOP/OFFICE/FLAT" at and for total price or consideration of Rs. 4,22,838/- (Rupees Four Lakhs, Twenty Two



4,22,838/- (Rupees Four Lakhs, Twenty Two	
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Thousand Eight Hundred Thirty Eight Only) to the Purchaser on the terms and conditions hereinafter appearing;

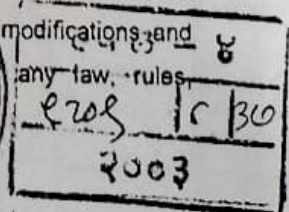
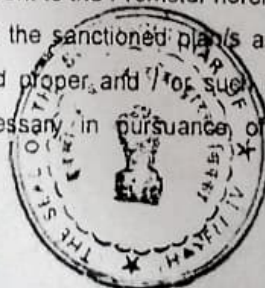
AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. 3,05,000/- (Rupees Three Lakhs Five Thousand only) towards the part payment of the sale price of the said Shop/Office/Flat agreed to be sold by the Promoters to the Purchaser as advance payment and the balance amount of Rs 1,17, 838/- will be paid on or before taking the possession of the Shop/ office/ shop (the payment and the receipt whereof the Promoters doth hereby admit and acknowledge) which is part payment of the sale price of the Shop/Office/Flat space/unit agreed to be sold to the Purchaser and the Purchaser has agreed to pay to the Promoters herein the balance amount of the sale price in the manner hereinafter appearing;

AND WHEREAS under the provisions of said Act the Promoters is required to execute a written agreement of sale of the Shop/Office/Flat to the Purchaser being in fact these presents, and also to register said Agreement under the Registration Act;

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

1. The Promoters have constructed the building/s on the said land in accordance with the plans, designs, specifications, plans, approved by the concerned local authority and which have been seen and approved by the Shop/Office/Flat Purchaser Subject to such alterations and modifications as the Promoters at his sole discretion think fit and necessary or as may be required by concerned local/Government authority, to be made in them or in any of them.

The Shop/Office/Flat Purchaser/s hereby agree/s and give/s his/her/their irrevocable consent to the Promoter herein to carry on such alterations, modifications, in the sanctioned plans as the Promoter in his discretion thinks fit and proper and for such modifications and alterations which are necessary in pursuance of any law, rules,



regulations, orders or request made by the local authority or Government or any Shop/Office/Flat or any local Authority or by the Government.

Provided that the Promoters shall have to obtain prior consent in writing of the Shop/Office/Flat Purchaser/s if such alterations and modifications which may adversely affect the Shop/Office/Flat of the purchaser herein the Shop/Office/Flat purchaser/s herein shall have no right to without such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein. These cannot be any claim of whatsoever nature by the Purchaser if the Promoter modifies or varies the approved plan by substantially maintaining the location, area, size, shape of the **Shop/Office/Flat** agreed to be purchased by the Purchaser. The Purchaser shall not be entitled to raise any objection against the Promoter if the Promoter exploits / enjoys additional tenements/FSI/Built-up area, if and when sanctioned by the Competent or the local authority.

It is specifically agreed that no further consent or permission will be required from the Purchaser for any additional vertical and / or horizontal construction in any position of the said property or at any place in the said property as may be undertaken by the Promoter.

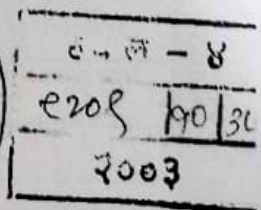
2. The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser a **Shop / Office / Shop / Apartment / Garden / Terrace / parking space**, rights, if any, having details as under :-

- | | |
|-----------------|--|
| A) Location | Survey No. 150-A1+2 (part) Kothrud. |
| B) Type of Unit | Shop/Office/Flat |
| C) Number | 8 on the stilt floor. |
| D) In building | P-1 wing. |
| E) Area | 25.83 sq.mtrs. built-up (salable) and adjoining terrace admeasuring _____ sq.mtrs. (built-up) area. |



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2003

- H) APARTMENT OR SOCIETY FORMATION AND MSEB DEPOSITS AND TRANSFORMER CHARGES : It is included in total consideration.
- I) STAMP DUTY AND REGISTRATION FEES : To be paid by the Purchaser as applicable. and the said Shop/Office/Flat is more particularly described in the Schedule 'II' written hereunder and as shown in the floor plan hereof hereto annexed and marked Annexure 'C' (floor plan) in the said building hereinafter referred to as "THE SAID SHOP/OFFICE/FLAT" at and for the price of **Rs. 4,22,838/- (Rupees Four Lakhs Twenty Two Thousand Eight Hundred Thirty Eight only)**, which is inclusive of the proportionate price of the common areas and facilities such as staircase and landing appurtenants to the said Shop/Office/Flat and water tank, passages, terraces unless the same is specifically allotted, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Annexure 'D' annexed hereto. The Shop/Office/Flat purchaser, as agreed by the Promoter, to give and provide specifications, amenities and facilities to the said Shop/Office/Flat as set-out in Annexure 'B' annexed hereto. The Promoter has agreed to give and provide the said specifications, amenities and facilities to the said Shop/Office/Flat in the aforesaid price only. The purchaser herein has paid **Rs. 3,05,000/- (Rupees Three Lakhs Five Thousand Only)** before the execution of these presents to the Promoters herein and agreed to pay the balance consideration of **Rs. 1,17,838/- (Rupees One Lakh Seventeen Thousand Eight Hundred Thirty Eight only)** within seven days of the Shop/Office/Flat Purchaser receiving written intimation from the Promoter calling upon the Shop Purchaser to make payment in the following manner :



[10.12.93 sam]

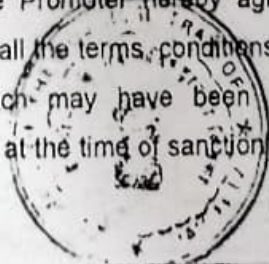
- 1) **STAMP DUTY AND REGISTRATION FEES** : To be paid by the Purchaser as applicable and the said **Shop/Office/Flat** is more particularly described in the Schedule 'II' written hereunder and as shown in the floor plan hereof hereto annexed and marked Annexure 'C' (floor plan) in the said building hereinafter referred to as "THE SAID SHOP/OFFICE/FLAT" at and for the price of **Rs. 4,22,838/- (Rupees Four Lakhs Twenty Two Thousand Eight Hundred Thirty Eight only)**. which is inclusive of the proportionate price of the common areas and facilities such as staircase and landing appurtenants to the said Shop/Office/Flat and water tank, passages, terraces unless the same is specifically allotted, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Annexure 'D' annexed hereto. The Shop/Office/Flat purchaser, as agreed by the Promoter, to give and provide specifications, amenities and facilities to the said Shop/Office/Flat as set-out in Annexure 'B' annexed hereto. The Promoter has agreed to give and provide the said specifications, amenities and facilities to the said Shop/Office/Flat in the aforesaid price only. The purchaser herein has paid **Rs. 3,05,000/- (Rupees Three Lakhs Five Thousand Only)** before the execution of these presents to the Promoters herein and agreed to pay the balance consideration of **Rs. 1,17,838/- (Rupees One Lakh Seventeen Thousand Eight Hundred Thirty Eight only)** within seven days of the Shop/Office/Flat Purchaser receiving written intimation from the Promoter calling upon the Shop Purchaser to make payment in the following manner :



हदल - ४
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Rs 5,000/-	Cash Dated 21/4/2003
Rs 1,00,000/-	Paid on 26/4/2003 Cheque No. 093970 drawn on The Samrao Vitthal Co-op. Bank, Deccan Branch, Pune.
Rs 1,00,000/-	Paid on 10/6/2003 Cheque No. _____ drawn on The Samrao Vitthal Co-op. Bank, Deccan Branch, Pune.
Rs 1,00,000/-	Paid on 09/7/2003 Cheque No. _____ drawn on The Samrao Vitthal Co-op. Bank, Deccan Branch, Pune.
Rs. 1,17,838/-	At the time of the possession of the Shop/Office/Flat.
Rs. 4,22,838/-	Total Consideration.

3. The Shop/Office/Flat Purchaser/s hereby agree/s and gives his/her/their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned plan/s as the Promoter in his sole discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, orders or requests made by the local authority, planning authorities, competent authority or Government or any officer or any local authority or Government.
4. It is hereby agreed that the time of payment as specified above is and shall be the essence of this contract and the Shop/Office/Flat Purchaser has to pay the same on the due dates, on failure of which it shall be deemed that the Shop Purchaser/s has/have committed breach of this agreement and the Promoter shall be entitled to take such action against the Shop/Office/Flat Purchaser/s as he/she is legally entitled to take in case of breach of this Agreement. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, restrictions and stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning of the building



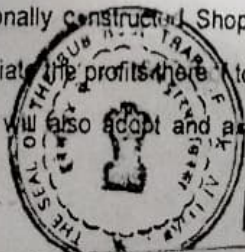
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plans and thereafter and shall, before handing over the possession of the premises to the Purchaser obtain from the concerned local authority occupation and/or completion certificate in respect of the Shop/Office/Flat.

- 5. It is hereby declared that the sanctioned plan/s has/have been shown to the Shop/Office/Flat Purchaser and the Floor Space Index (F.S.I.) available is shown in the said plan/s. Similarly, the Floor Space Index, if any utilised as floating floor index or in any other manner i.e. to say transfer from the property to another property or the floor space index of any other property used by on this property is also shown in the plan/s. In this agreement the word F.S.I. or Floor Area Ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Promoter shall have right to pre-emption or first right to utilise the residual or available F.S.I. or which may be increased for whatsoever reason in respect of the said land or any other F.S.I. such as T.D.R. or road widening F.S.I. or D. P. Road from and out of the part of this lands granted by the appropriate authority and allowed to use the same on the said land by constructing or raising any floor of the building on the said land. The Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purpose.

However, the Promoter will have the same right and authority to dispose off the so additionally constructed Shop and to receive consideration and appropriate profits there to the Promoter's benefits. The Purchaser will also accept and accept these new

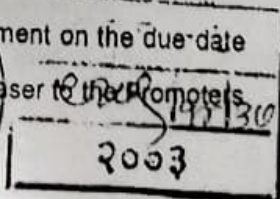


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Shop/Office/Flat Purchaser/s as member/s of the existing body, if formed without any transfer fee and also will not object to this additional construction on any reason whatsoever, etc.

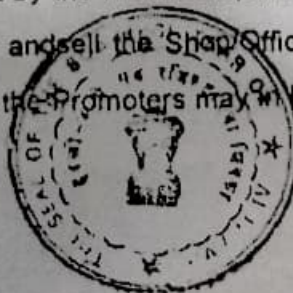
6. The Promoter has made full and true disclosure of the title of the owners to the said land as well as the encumbrances, charges and is marketable, known to the Promoter. The Promoter has also disclosed to the Shop/Office/Flat Purchaser/s the nature of his right, title and interest or right to construct buildings. The Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Shop/Office/Flat Purchaser as required by law. The Promoter has also requested the Shop/Office/Flat Purchaser to carry out the search to investigate the title by appointing his own Advocate and given information as required by the Shop Purchaser's Advocate. The Shop/Office/Flat Purchaser having acquainted himself/herself with all the facts and nature of right of the Promoter entered into this agreement. The Shop/Office/Flat Purchaser hereinafter shall not be entitled to challenge the title or question the right of the Promoter to enter into this agreement.
1. Without prejudice to the rights of the Promoter under clause 7 of this agreement, the Purchaser agrees to pay to the Promoter interest at 24% per annum on all the amounts which become due and payable by the Purchaser to the Promoter under the terms of this agreement, from the date the said amount becomes payable by the Purchaser to the Promoter till the actual date of payment.

On the Purchaser committing default in payment on the due date of the amount due and payable by the Purchaser to the Promoter/s



under this agreement (including his/her proportionate share of the taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing a breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement; Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser fifteen days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice;

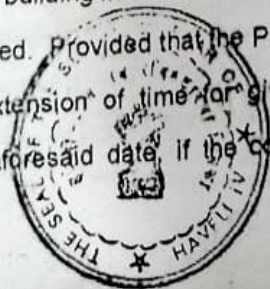
PROVIDED THAT further upon termination of this Agreement as aforesaid, the Promoters shall after deducting 10% amount of total consideration as earnest money which the Promoter herein is entitled to forfeit, refund to the Purchaser the installments of sale price of the Shop/Office/Flat which may till then have been paid by the Purchaser to the Promoters but the Promoters shall not be liable to pay the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose off and sell the Shop/Office/Flat to such person and at such price as the Promoters may in his absolute discretion think fit.



his absolute discretion	
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9. The standard fixtures, fittings and amenities to be provided by the Promoter in the premises and the said building are those that are set-out in Annexure 'B' annexed hereto. However the Shop/Office/Flat Purchaser has requested the Promoter and the Promoter has agreed to substitute the said specifications amenities and facilities as described in Annexure 'E'.

10. The Promoters shall give possession of the Shop/Office/Flat to the Purchaser on or before _____. If the Promoter fails or neglects to give the possession of the Shop/Office/Flat to the Purchaser on account of reasons beyond control of the Promoter or his agents as per provisions of the Sec. 8 of the Maharashtra Ownership Shops Act by the aforesaid date or dates prescribed in the Section 8 of the said Act, the Promoter shall be liable on demand to refund to the Purchaser the amount already received by them in respect of the Shop/Office/Flat with simple interest at 9% per annum from the date the Promoter received the sum till the date the amount and interest thereon is repaid and tendered, provided that by mutual consent it is agreed that the dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser, there shall, subject to the prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the Shop/Office/Flat is situated or are to be situated. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop/Office/Flat on the aforesaid date, if the completion of the



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or any unauthorized change in the construction of the said Shop/Office/Flat is noticed, then wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own costs and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive reasonable compensation for such defect or charge, however, such defect should be certified by the Architect of the Promoters only.

PROVIDED HOWEVER THAT, it is agreed that the Shop/Office/Flat Purchaser shall not carry out any alterations of whatsoever nature in the said Shop or in the fittings therein and in particular, it is hereby agreed that the Shop/Office/Flat Purchaser shall not carry out any erections in the said Shop/Office/Flat or the bathroom as this may make any alterations in any of the fittings, pipes, water supply connections or may result in seepage of the water. If any such works is carried out without written consent of the Promoter, the defect liability shall automatically become void and inoperative.

12. The Purchaser shall use the Shop/Office/Flat or any part thereof, or permit the same for the use of commercial/business/residence purpose only. The Shop/Office/Flat Purchaser shall not use the Shop/Office/Flat for sale of fresh meats/chicken etc. The Purchaser shall use the parking space as provided only for the purpose of parking of his/her/their own parking facilities as allotted to the other Purchaser, and/or ~~claim any right whatsoever in and upon the unallotted parking spaces~~



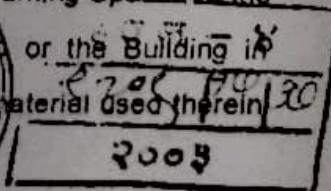
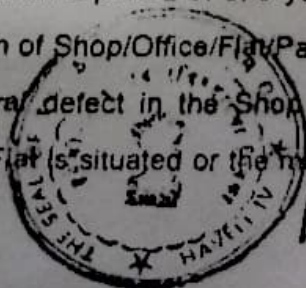
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building in which the Shop/Office/Flat is to be situated is delayed on account of :-

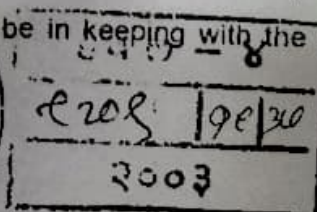
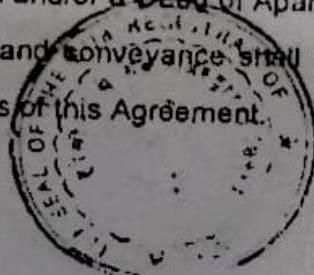
- A] non-availability of steel, cement other building materials, water or electric supply.
- B] war, civil commotion or act of GOD
- C] any notice, order, rule, notification of the Government and/or other public or Competent Authority.
- D] change in any rules, regulations and bye-laws of the various statutory bodies and authorities from time to time then affecting the development and the project.
- E] delay in the grant of any NOC/permissions/licence/ connection installations of any service such as lifts/electricity and water connections and meters to the scheme Shop/Office/Flat, road, NOC or the completion certificate from appropriate authority.
- F] delay or default in payment or dues by the Shop Purchaser under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 8 above).

11. The Purchaser herein shall take possession of the Shop/Office/Flat/parking Space within seven days of the Promoters herein giving written notice to the Purchaser herein intimating that the said Shop/Office/Flat is ready for use and occupation on execution of a proper possession receipt.

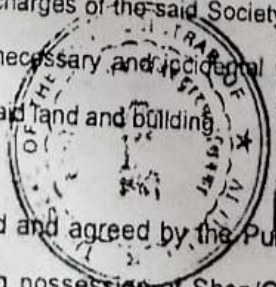
PROVIDED THAT if within a period of one year from the date of intimation of completion of Shop/Office/Flat/Parking Spaces to the Purchaser any structural defect in the Shop or the Building in which the Shop/Office/Flat is situated or the material used therein



13. The Purchaser agrees to become the member of the Society, Association of Apartment/Shop/Office/Flat Owners that shall be formed after selling all the Shop/Office/Flats in the building under the provisions of the Maharashtra Apartment Ownership Act, 1970 and shall file from time to time and execute the application for membership and other papers and documents for becoming a member and return to the Promoters within 15 days of the same being forwarded by the Promoters to the Purchaser so as to enable the Promoters to make the Purchaser the member of the association or the Society. No objection shall be taken by the Purchaser if any changes or modifications are made in byelaws of the Association from time to time as may be required by Association or the Society.
14. Unless prevented by the circumstances beyond the control of the owners and the Promoter, it is otherwise agreed to by and between the parties hereto, that the Promoters shall within one year months from obtaining the full and final completion certificate in respect of the building/entire project, the Promoter shall form and register a Co-operative Housing Society or an Association of Apartment Owners of all the Shop/Office/Flat Purchaser. After the forming of such a common organisation, the Promoter and the owners shall transfer to the said society or to the individual apartment owners all their rights, title and interest in the said land and the building by executing a conveyance and/or by executing a Deed of Declaration and/or a Deed of Apartment as the case may be. Such transfer and conveyance shall be in keeping with the terms and provisions of this Agreement.



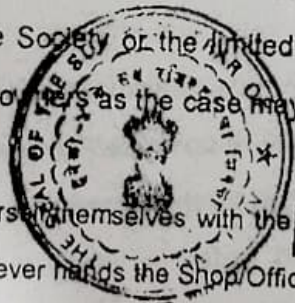
15. It is hereby agreed that Promoter has exclusive rights to allotment of the different parking or garage or terraces or open spaces to one or more persons of his choice and such persons may not be the owners or holders of Shop/Office/Flat/tenements. The persons to whom such terrace or parking spaces or garages or open spaces are allotted shall be admitted as member of the society or an Association of Apartment Owners. It is hereby agreed that the areas mentioned in the Schedule III shall be common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.
16. Commencing a week after the notice in writing is given by the Promoters to the Purchaser that the Shop is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Shop/Office/Flat) of outgoings in respect of the said land/property and the building namely local taxes, betterment charges, non-agriculture cess, or such other levies/to be levied by the Local Authorities and/or Government, water charges, insurance, common lights, repairs and salaries of the clerks, bill collectors, lift maintenance, chowkidars, sweepers, maintenance charges of the said Society and/or Association and all other expenses necessary and incidental to the management and maintenance of the said land and building.
17. It is specifically provided and agreed by the Purchaser that on or before the time of taking possession of Shop/Office/Flat unit, the Purchaser shall deposit @ Rs _____/- per room and



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respect of the said Shop/Office/Flat agreed to be purchased by him/her/them in terms of this agreement and that the said Shop/Office/Flat is kept free from any encumbrances, charges, claims or demands of such mortgages.

19. The Shop/Office/Flat Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or the sale of accommodation of Shop/Office/Shop etc., on the ground and nuisance, annoyance or inconvenience for any profession, trade or any business that has been or will be permitted by law or the local authority in the concerned locality.
20. At the time of registration of, the final conveyance of the Shop/Office/Flat Purchaser shall pay to the Promoters the Purchaser's share of the stamp duty and the registration charges payable, if any, by the said society or the limited company on the conveyance or the sale-deed or any document or the instruments of transfer in respect of the said land and the building to be executed in favour of the Society or the limited company or the Association of Apartment owners as the case may be.
21. The Purchaser/s himself/herself/themselves with the intention to bring all the persons into whomsoever hands the Shop/Office/Flat may come, doth hereby covenant with the Promoters as follows :-
- A] to maintain the Shop/Office/Flat at the Purchaser's own costs in good tenable repair and condition from the date of possession of the Shop/Office/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Shop/Office/Flat is situated, staircase or any



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committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.

- D] not to demolish or cause to be demolished the Shop or any part thereof nor at any time make or cause to be made any addition or alteration in elevation and outside colour scheme of the building in which the Shop/Office/Flat is situated and shall keep portions sewers drains pipes in Shop and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of building in which the Shop/Office/Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC parts or other structural members in the Shop/Office/Flat without prior written permission of the Promoters and/or the Association.
- E] not to do or permit to be done any act or thing which any render void or voidable any insurance of the said land and building in which the Shop/Office/Flat is situated or any part thereof or any increase premium shall become payable in respect of insurance.
- F] not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from said Shop/Office/Flat in the compound or any portion of the said land and the building in which the Shop/Office/Flat is situated.



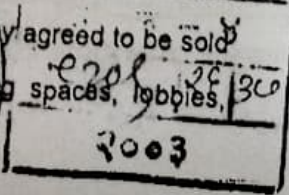
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Society/Association of Apartment Owners regarding the occupation and use of the Shop/Office/Flat in building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this Agreement.

J] till conveyance of the building in which the Shop/Office/Flat is situated is executed, the Purchaser shall permit the Promoter and their surveyors and agents without workman and others, at all reasonable times, to enter into and upon the said land and the buildings or any part thereof to view and examine the state and condition thereof.

22. The Shop/Office/Flat Purchaser shall separately pay sales tax, betterment or development charges or any other tax or outgoings payable, if any, at present or in further in respect of the sale and/or transfer of the Shop under this agreement. In case the Promoter is required to pay the same for any reason whatsoever Shop shall immediately reimburse the said payment to the Promoter as per his demand, failing which the Promoter shall be entitled to recover the outstanding amount with interest at the rate of 18% p.a.

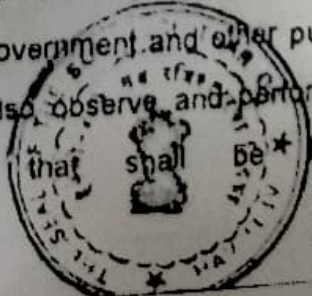
23. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said Shop/Office/Flat or of the said Shop/Office/Flat and building/s or any part thereof. The Purchaser shall have no claim, save and except in respect of the Shop/Office/Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies,



- G) to bear and pay increase in local taxes, water charges, water charges, insurance and such other levies if any, which are imposed by concerned local authority and/or Government and/or other public authority, on account of change of user of Shop/Office/Flat by the Purchaser viz. user for any purpose other than for the non-residential/residential purpose.

- H) The Purchaser has no right to let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of this Agreement or part with possession of Shop/Office/Flat until all the payable amount to be paid by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until Purchaser has intimated in writing to the Promoters.

- I) The Purchaser shall observe and perform all the rules and regulations which Society or Association of Apartment Owners may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of said buildings and the Shop/Office/Flat therein and for the observance and performance of the building, rules and regulations and byelaws for the time being in force of concerned local authority or the Government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions that shall be laid down by 30/



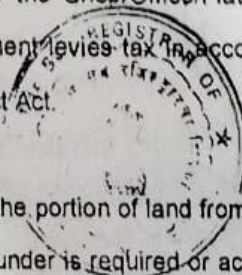
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27. IT IS ALSO UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats in the building, if any, shall belong exclusively to the respective Purchaser of the terrace Shop/Office/Flat and such terrace spaces are intended for the exclusive use of the respective terrace Shop/Office/Flat Purchaser. The said terrace in the Shop/Office/Flat shall not be enclosed by the Shop/Office/Flat owners till the permission in writing is obtained from the concerned local authority and the Promoter or the Society or as the limited company or the association of the apartment owners as the case may be.

28. This Agreement shall always be subject to the Maharashtra Apartment Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under and the Maharashtra Apartment Ownership Act (Mah. No. XV of 1971) and the rules made there under the said Act.

29. The Purchaser hereby agrees that the Promoters shall have right to impose the tax if levied by the Government of Maharashtra under the Maharashtra Sales-Tax Act, in respect of the transfer in goods involved in the execution of the Works Contract Act, 1985 so also the costs of the Shop/Office/Flat shall be increased if Maharashtra Government levies tax in accordance with execution of the Works Contract Act.

30. In case any land or the portion of land from the property written in the Schedule I hereunder is required or acquired by any authority



REGISTRATION NO. 1234 - 8
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33. The Shop/Office/Flat Purchaser referred herein above in this agreement shall mean and include the Shop Purchaser too.

SCHEDULE 'I' OF THE PROPERTY REFERRED TO ABOVE

ALL THAT pieces and parcel of the land admeasuring 2150.64 sq. mts, from and out of larger portion of land bearing S. No. 150-A/1+2 all situate at village Kothrud, Taluka-Haveli, District Pune and within the local limits of the Pune Municipal Corporation and within the Registration Sub-District of Taluka-Haveli, District Pune and bounded as under :-

- ON OR TOWARDS EAST : By remaining land of S. No.150-A/1+2, Kothrud.
- ON OR TOWARDS SOUTH : By Pune Paud Road.
- ON OR TOWARDS WEST : By remaining land of S. No. 150-A/1+2, Kothrud.
- ON OR TOWARDS NORTH : Internal road and part of land S. No. 150-A/1+2, Kothrud.

Together with all the rights of easements, hereditaments and appurtenances thereto.

SCHEDULE 'II'

DESCRIPTION OF THE SHOP/OFFICE/SHOP/PARKING SPACE REFERRED TO ABOVE

Shop/Office/Flat No. 8 situated on the still floor wing P-1 of the building to be constructed on the property described in the Schedule written herein above and admeasuring 2584 sq. mts. in Built-up area 278 sq ft. () sq mts. built-up area Shop and said Shop bounded as under :-



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ON OR TOWARDS EAST :

ON OR TOWARDS SOUTH :

ON OR TOWARDS WEST :

ON OR TOWARDS NORTH :

Together with all the electrical fitting and fixtures therein and alongwith
exclusive car/scooter parking space No. _____ on still floor
admeasuring _____ sq. mts.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE
SUBSCRIBED AND PUT THEIR RESPECTIVE HANDS TO THIS
AGREEMENT AT PUNE ON THE DATE AND YEAR FIRST HEREIN
ABOVE WRITTEN IN THE PRESENCE OF TWO WITNESSES.

SIGNED, SEALED AND DELIVERED]

BY THE WITHIN NAMED PROMOTER]

M/S. SAGAR DEVELOPERS]

BY ITS PARTNERS :]

1. MR. SHESHARAM N. CHAUDHARY]

2. MR. PUNARAM L. CHAUDHARY]

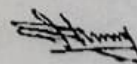
SIGNED, SEALED AND DELIVERED]

BY THE WITHIN NAMED SHOP/SHOP/]

OFFICE PURCHASER]

Mr _____]

Mrs. _____]



THE PROMOTER

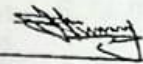


THE SHOP

TWO PURCHASER/S

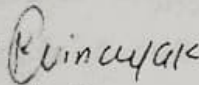



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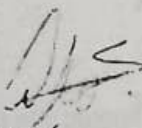
SIGNED, SEALED AND DELIVERED]
BY THE OWNER/CONSENTING PARTY]
THROUGH THEIR ATTORNEY HOLDER]
1. MR. SHESHARAM N. CHAUDHARY] 

2. MR. PUNARAM L. CHAUDHARY] C. A. FOR THE OWNERS

in the presence of :

1. Signature : 
Name : KUDULKAR V.A.
Address : PUNE - 2


MR. NARENDRA KUMAR KEDARNATH SINGH
PURCHASER

2. Signature : 
Name : SAJJAN L
Address : 3/5, SAKA NAGAR,
PUNE - 7.



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ANNEXURE - 'A'

ASHOK S. ABAD
B.A.LL.B. Advocate
AMIT A. ADAD
B.Com. LL.B. Advocate

OFFICE
'Marble House'
473, Sadashiv Peth,
Tilak Road, Pune - 30
Phone: 482027; 476429

RESIDENCE:
'Eersha', 1216/12
Shivaji Nagar,
K.P. Kulkarni Marg.
Pune 411 004
Phone : 321645

Date : 30-06-2002.

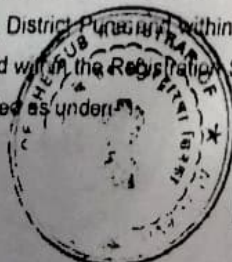
To,
SAGAR DEVELOPERS,
PUNE

Sir,

As per your instructions, I have investigated the title of the Scheduled property written hereunder by taking necessary search and inspection of the Deeds, documents and registers kept and maintained in the offices of the Sub-Registrar, Haveli Nos. I, II and IV Pune and also seen the orders, judgments and furnished to me and on the basis of my investigations, I am of the opinion that Shri Chandrakant Govind Shinde (HUF) the owners have clean, clear and marketable title to the Scheduled property and the same is free from all encumbrances and charges.

SCHEDULE 'I' OF THE PROPERTY REFERRED TO ABOVE

ALL THAT pieces and parcel of the land admeasuring 2150.64 sq.mts., from and out of larger portion of land bearing S.No.150-A/1+2 all situate at village Kothrud, Taluka-Haveli, District Pune within the local limits of the Pune Municipal Corporation and within the Registration Sub-District of Taluka Haveli, District Pune and bounded as under



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ANNEXURE - 'B'

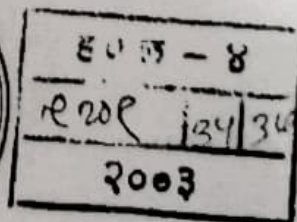
(7/12 EXTRACT/CITY SURVEY EXTRACT)

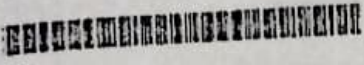
ANNEXURE - 'C'**SPECIFICATIONS AND AMENITIES**

1. STRUCTURE R.C.C. Framed Structure
2. MASONARY 6" thick masonry for external and 4" internal walls, Neem finish internal plaster and sand faced external plaster.
3. DOORS Attractive main entrance door, other flush doors with wooden frame of good quality with stainless steel fittings to the Shops/offices iron/steel shutters to the shops.
4. WINDOWS Good quality aluminium sliding windows.
5. FLOORING Ceramic tiles flooring in all rooms with matching skirting.
6. Kitchen Green marble kitchen platform with stainless steel sink and glazed tiles dado upto 2'0" height.
7. Toilets Coloured glazed tiles dado upto 7' height.
8. Tiling a) Bath - 7' high glazed tile dado
b) WC - 4' high glazed tile dado.
9. Painting External decorative cement paint finish and internally good quality dry distemper. All wooden work painting with enamel oil paints.
10. Electricals Concealed wiring, telephone and TV point in living room.
11. Plumbing Concealed plumbing.
12. Lift List of standard make.

COMMON AMENITIES

1. Ganesh Temple
2. Landscape Garden and ample parking space.





दस्त गोषवारा भाग - 2

हवल 4
दस्त क्रमांक (9209/2003)

दस्त क्र. (हयनव. 9209/2003) चा गोषवारा
बाजार मूल्य 418446 मासदला 422838 भरलेले मुद्रांक शुल्क : 42300

पावती क्र.: 9213 दिनांक: 05-11-2003
पावतीचे वर्णन
नाव: नरेंद्रकुमार केदारनाथ सिंग

दस्त हजेर केल्याचा दिनांक 05-11-2003 12:53 PM
जण्यादनाचा दिनांक 05-11-2003
दस्त हजेर करणा-याची सही

4300 : नोंदणी फी
740 : नवकल (अ. 11(1)), पुष्टाकलाची नक्का
(अ. 11(2)),
रुजयाना (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

5040: एकूण

दस्तावा प्रकार (25) करारनामा
शेक्या क्र. 1 ची वेळ : (सादरीकरण) 05-11-2003 12:53 PM
शेक्या क्र. 2 ची वेळ : (फी) 05-11-2003 12:55 PM
शेक्या क्र. 3 ची वेळ : (कानुनी) 05-11-2003 12:56 PM
शेक्या क्र. 4 ची वेळ : (ओळख) 05-11-2003 12:56 PM

(Signature)
द. निबंधकाची सही, हवेली 4 (कोथरुड)

दस्त नोट केल्याचा दिनांक : 05-11-2003 12:56 PM

ओळख :
दुय्यम निबंधक याच्या ओळखीचे इराम असे निवेदीत करतात की, ते दस्तएवज करुन देणा-याना
व्यक्तीस ओळखतात, व त्याची ओळख पटवितात.

प्रमाणित करावात यंत्रे कोः
या दस्ताःपध्ये एकूण 36 पाने आहेत

1) अॅड अय्युत दामोदर घोसपुरकर, घर/फ्लॅट नं:
वल्ली/रस्ता:
इंमारतीचे नाव:
इंग्रजत न.
पेट/वसाहत: वकिलनगर
शहर/गाव: एरढवणा पुणे
तालुका:
पिन: 411004

(Signature)
दुय्यम निबंधक हवेली 4

१. १२२१चे पुस्तकाल
१२०९ = ... श्रुंभला

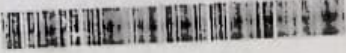
द. निबंधकाची सही
हवेली 4 (कोथरुड)

दुय्यम निबंधक हवेली-४,
दिनांक 04/11/2003

नोंदणी फी रक्कम रु. 4300/-
वे. अ./दि. हो क्र. 2/122 दि. 4/11/03
बँकचे नांव व ...
बन्वये समाप्त ...



हवल - ४		
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दस्तावेज क्रमांक व वर्ष: 9209/2003

मोदणी 63 म.

Monday, July 25, 2011

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e

2:56:21 PM

भावाचे नाव: कोथरुड

(1) विलेखाचा प्रकार, मजदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या नाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मजदला रु. 422,838.00
बा.भा. रु. 418,446.00

(2) भू-मापन, पोटहिरसा व धरकमांक (असल्यास)

(1) सर्व क्र: 150(1) वर्णन विभागाचे नाव विभागाचे नाव (वि.क्र.24) कोथरुड (पुणे महानगरपालिका), उपविभागाचे नाव 21/364 पीड रस्ता कथरा डेपो ते कोथरुड व्या शीवपर्यंत स. नं. 150 ए /1+2 यावरील इमारतीतील पी/1 विंग मधील स्टिक्ट मजल्यावरील ऑफीस नं. 2 क्षेत्र 26.57 चौ. मी. म्हणजेच 286 चौ. फुट विल्टअप.
(1) बांधीव गिळकतीचे क्षेत्रफळ 25.83 चौ.मी. आहे.

(3) क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असले तक्का

(1).

(5) दस्तऐवज करून घेण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे. सागर डेव्हलपर्स व भागीदार व मा. देणार तर्फे कु. मु. म्हणुन श्री. शोपाराम येनाजी चौधरी; घर/फ्लॅट नं: 26/95; गल्ली/रस्ता: इमारतीचे नाव: डहाणुकर कॉलनी; ईमारत नं: पेट/वसाहत: कोथरुड; शहर/गाव: पुणे; तालुका: पिन: 411029; पॅन नम्बर:

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) नरेंद्रकुमार केदारनाथ सिंग; घर/फ्लॅट नं: ; गल्ली/रस्ता: ; इमारतीचे नाव: सिंग इस्टेट; ईमारत नं: पेट/वसाहत: खेरानीरोड; शहर/गाव: साकीनाका अचरी इस्ट मुंबई, तालुका: ; पिन: 400072, पॅन नम्बर:

(7) दिनांक करून दिल्याचा 05/11/2003

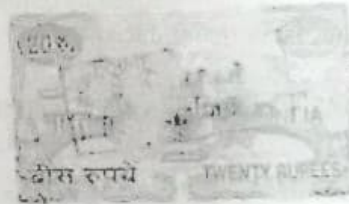
(8) नोंदणीचा 05/11/2003

(9) अनुक्रमांक, खंड व पृष्ठ 9209 /2003

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 42300.00

(11) बाजारभावाप्रमाणे नोंदणी रु 4300.00

(12) शंरा



श्री. सी. ए. गुल्ले 99
श्री. वरहसुम नवकल
श्री. बाबडी
श्री. कदराव कदरी

अस्सल वरहसुम नवकल

दुय्यम निबंधक हवेली नं. 4

श्री. सी. ए. गुल्ले 99
श्री. वरहसुम नवकल
श्री. बाबडी
श्री. कदराव कदरी



दुय्यम निबंधक (वर्ग-2) हवेली क्र. 4, पुणे



SAGAR DEVELOPERS

PROMOTERS & BUILDERS

S.No. 121/122, Plot No. 12, "Rajdeep" Rambaug Colony,
Paud Road, Kothrud, Pune 411 038 • Phone : 5451634, 5423621

Ref. No.

Date: 28/5/04

Original Paper
All submitted to Bank
For loan 300000/-

[Handwritten signature]
31/5/04

POSSESSION RECEIPT

I Mr/Mrs Narendrakumar Kedarnath Singh the

Purchaser of Flat/Shop/Office No. P. 8 situated on the Ground floor

In building "Sai-Palace" at S.No 150/A/1+2 Kothrud.

Tal-Haveli Dist-Pune I have inspected the said Flat/Shop/Office & I am Satisfied about the quality of Construction & specification provided.

I have taken the possession of the said Flat/Shop/Office No. P. 8 From Sagar Developers on 28th the day of May 2003/2004.

I have no grievance of any nature in respect of the said Flat/Shop/Office against the Developers. I have received copy of completion Certificate [Xerox] in respect of the said Flat/Shop/Office No. P. 8

This possession receipt is given today on 28th May 04

For Sign Security Services

[Handwritten signature]
Authorized Signatory

For Flat/Shop/Office Purchaser

Authorised Signatory

[Handwritten signature]

For Sagar Developers



PROMOTERS & DEVELOPERS
S.No. 121/122, Plot No. 12, "Rajdeep" Ram
Paud Road, Kothrud, Pune 411 038 • Phone : 545160

Date 28



Ref. No.

Date : 8/5/04
Place : Pune

To,

Dear Sir,

Re : Permission to Mortgage Shop No P8 on the Ground Floor of the building proposed to be named as 'P/2' situated at "SAI PALACE", Survey No. 150-A/1+2, Kothrud, Tal : Haveli, Dist : Pune.

1. This is to confirm that we have allotted/sold Shop No. P8 measuring 278.00 sq.ft. on the Ground floor of the building named 'P/2' at "SAI PALACE", Survey No. 150-A/1+2, Kothrud, Tal : Haveli, Dist : Pune, under construction by us to Mr. Narendrakumar Kedarnath Singh for a total consideration of Rs. 4,22,838/- (Rupees Four Lac Twenty two Thousand Eight Hundred Thirty Eight Rupees Only) under an Agreement for Sale/Sale Deed dated 5th Nov. 2003

2. We confirm that we have obtained necessary permission/approvals/sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the shop are in accordance with the approved plans. We assure that the said Shop as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. We have a clear, legal and marketable title to the said property and every part thereof.

3. Mr. Narendrakumar Kedarnath Singh has paid an amount of Rs. 4,22,838/- [Rupees Four Lac Twenty Two Thousand Eight Hundred Thirty Eight Rupees only] and a sum of Rs. Nil remains to be paid towards the cost of the said Shop.

4. Possession of the said Shop will be given to Narendrakumar Kedarnath Singh on or about on payment of the full consideration of the Shop.

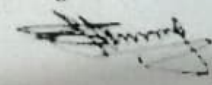
5. We are aware that the said Narendrakumar Kedarnath Singh has approached The Shamrao Vitthal Co-Op Bank for a loan for purchasing/acquiring the said Shop and that The Shamrao Vitthal Co-Op Bank has agreed to sanction/grant the loan to Mr. Narendrakumar Kedarnath Singh to purchase / acquire the above Shop and Mr. Narendrakumar Kedarnath Singh has agreed to mortgage the said Shop in your favour / in favour of your security trustee as security for the said loan. We hereby confirm that we have no objection to Mr. Narendrakumar Kedarnath Singh mortgaging the said Shop to your Company by way of security for repayment of the said loan.

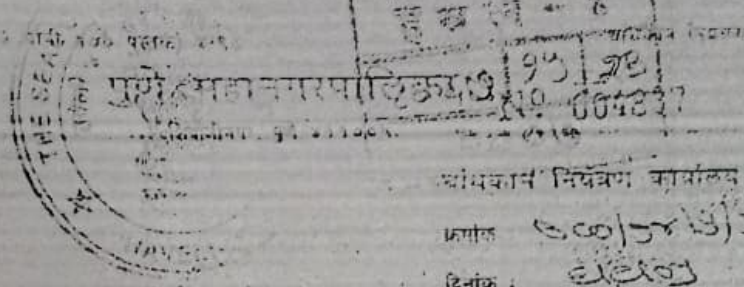
AND notwithstanding anything to the contrary contained in the said Agreement for Sale, we hereby agree to note the aforesaid charge in our books in respect of the said shop and Mr. Narendrakumar Kedarnath Singh will not be permitted to transfer, assign, sell off/cancel or in any other way/manner deal with the said shop prejudicial to the interest of the aforesaid mortgagee without the prior written consent of the aforesaid mortgagee.

6. We undertake to form a Co-operative Society/Condominium under the Apartment Ownership Act of the premises/Shop holders in the aforesaid building within the statutory period. And we agree to inform and give proper notice to the Co-operative Society/ Condominium as and when formed, about and said unit/shop being so mortgaged to your Company/the security trustee nominated by your Company.

Yours Faithfully,

For Sagar Developers


(Authorised Signatory)



संघकाय निदेशन कार्यालय
 क्रमांक ७००/१४३/२०
 दिनांक २२/७/२०

(मुंबई प्रांतिक महानगरपालिका अधिनियम, १९४९ कलम २६३ (१) अन्वये)

भोगयटा पत्र अर्पण

श्री. / श्रीमती श्री. ए. क. जोशी व इतर CP&M किंवा श्री. प्रिये सिडे शिरो (अर्पणकर्ता)
 राहणार ५५० नारायण पेठ, पुणे-३०

आपणांस मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९, कलमे २५३/२५४ व एम् आर. टी. पी अन्तर्गत
 कलमे ४५६९ प्रमाणे पुणे, पेठ कोयगाड वरिष्ठ वार्ड फ्लॉर फ्लॉर १२
 सर्व्हे क्र. १५०/अ/१ व २ टी. पी. स्कीम नंबर १९१७१०२ वॉट
 इन्फॉर्मल संपत्ती पत्र / कनेक्सपेट सर्टिफिकेट क्रमांक १५२० दिनांक २३/७/१९९०
 अन्वये बांधकाम आणखीन परवानगी देण्यात आली आहे. सदरील संपत्ती पत्र / कनेक्सपेट सर्टिफिकेटद्वारे पूर्व
 काही भागाचे काम पुरे झाल्याबरोबर व सध्या नवीन बांधलेल्या इमारतीची जागा उपयोगात आणाव्यास संपत्ती
 पत्राबाबत दिनांक E. E. १९९० तेजी अर्ज केल्याबरोबर आपणांस मुंबई प्रांतिक महानगरपालिका
 अधिनियम १९४९, कलम २६३ (१) प्रमाणे फळविण्यात येते की, प्रांतीय नगद केलेल्या अटीवर पुढील वर्णनाचा
 इमारतीचा भाग उपयोगात आणण्यास संपत्ती देण्यात येत आहे.

उपयोगात आणावयाच्या बांधकामाचे वर्णन

	Wing No P1	Wing No P2
१. लव्हेमजडा	डुकान क्र ७ ते ८	
२. स्ट्रीट	सदरनिका क्र १ व २	१, २, ३ व ४
३. पहिला मजडा	सदरनिका क्र १, ३, ६ व सीक्रेटरी क्र-५	५, ६, ७, ८
४. दुसरा मजडा	सदरनिका ७, ८, ९, १०	९, १०, ११, १२
५. तिसरा मजडा	सदरनिका ११, १२, १३, १४	१३, १४, १५, १६
६. चौथा मजडा	सदरनिका १५, १६, १७, १८	१७, १८, १९, २०
उपरोक्त भाग डुकाने, एक ऑफिस, व सतथा		एवढा वीस सदरनिका फ्लॉर.

(१) सदरनिका फ्लॉर
 (२) अट-विषयात माग्य नकाशाधारेतील
 कोणतीही बांधकामे (उदा. प्रांतीय अंतराळ
 व इतर गॅरज, दाखीतना बांधकामे, फ्लॉर अन्तर
 प्रोड लायान बांधकामे व इतर बांधकामे)
 किंवा कोणतीही पूर्व बांधकामे किंवा संपत्ती
 संपन्न बांधकामे किंवा बांधकामे किंवा
 बांधकामे किंवा बांधकामे किंवा बांधकामे

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 619

आप. अधिकारी,
 बांधकाम नियंत्रण विभाग,
 पुणे महानगरपालिका.

२५-९-०५

२५/९/०५

Singh

भाग एवं क्रमांक १४

साई पॅलेस सह. गृहचक्र संस्था मर्यादित

भागाचा दाखला

श्री. नरेश कुमार केदारनाथ शिवा

यांना संस्थेच्या प्रचलित उपनिबन्नात

अनुसरून संस्थेचा अधिकृत सभासद करून घेण्यात आले आहे आणि त्यास भाग क्र. २३६

२४० प्रत्येकी रुपये ५० (अक्षरी रुपये एकपत्रे)

चे ५ भाग दर्शनी किंमत रुपये २५० फक्त (अक्षरी रुपये दोनशे पन्नास)

फक्त) चे देण्यात येत आहेत.

हा भागाचा दाखला आज दिनांक ३० डिसेंबर माहे डिसेंबर

सन २०२३ गेजी संस्थेच्या अधिकृत शिक्क्यानिशी देण्यात आला आहे.



साई पॅलेस सह. गृहचक्र संस्था मर्यादित

अध्यक्ष

सहस्ररी २०/१२/२०२३