

LONAVALA SAHAKARI BANK MARYADIT.K.K.APARTMENT LONAVALA, TAL-MAVAL, PUNE-410 401. D-5/STP(V)/C.R.1062/01/ 06/200-203

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FOR LONAVLA SAHAKARI BANK MARYADIT

3.11- Kulani Authorised Signators

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AGREEMENT FOR SALE OF PLAT · 英国军员工与建筑是对于建筑的工作还是建筑是是是是一种工作工作。

Consideration Amount : Rs.7,00,000/-

Value for Payment of Stamp Duty : Rs.8,79,000/-

Amount of Stamp Duty: Rs.35,340/-

In respect of the property of residential Flat No. 29 admeasuring about 1050 square feet or 97.58 square meters of super-built-up area, on the First Floor of the building named "Madhav Residency", standing upon the land plot bearing Survey No. 3, Hissa No. 1-B and 2, (C.T.S. No.s 4451+4452+4453/2, 4450 and 4454/T) situate at village - KHOPOLI, within the limits of Khopoli Municipal Council.

This Agreement is made at Khopoli, On this 1st day of January, 2009.

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#### BETWEEN -

M/S. DOLPHIN DEVELOPERS, a Partnership Firm, carrying on business of development of land and construction of buildings and sale of units in such buildings, having its office at - KHOPOLI, Dist. Raigad, Pin. - 410 203 (through its Partner - MR. DEEPENDRASINGH SURENDRASINGHJI BHADORIA, adult, aged about 38 years), hereinafter for the sake of brevity and convenience called and referred to as "the promoter" or "the builder" or "the developer", (which expressions shall, unless it be repugnant to the context or meaning thereof, mean and include the firm, its sole-proprietor and their successors, executors, administrators and assigns) THE PARTY OF THE FIRST PART,

PAN No. AAFFD 4534 K)

For Self and as Attorney of Land Owners – 1) Smt. Saraswati Laxman More, 2) Mr. Kisan Laxman More, 3) Mr. Manohar Laxman More, 4) Smt. Smita Sadanand More, 5) Mr. Sandeep Sadanand More, 6) Mr. Sagar Sadanand More, 7) Mr. Vaibhav Sadanand More, 8) Mrs. Pramila Sudhakar Jondhale, 9) Mrs. Usha Shreeram Walwankar, 10) Mrs. Asha Chandrakant Rane, 11) Mr. Vasnt Laxman More, all adult, residing at – Khopoli, Dist. Raigad.)

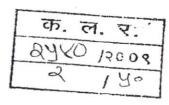
#### AND

#### MRS. VANITA HIMATLAL GORADIA,

Adult, aged about 70 years, Occupation - Business and Housewife, Residing at/post -121,122,4th Floor,Sahkar Niwas,Tardeo Road,Haji Ali,Mumbai-34, hereinafter for the sake of brevity and convenience called and referred to as "the Flat Purchaser" (which expression shall - unless it be repugnant to the context or meaning thereof - mean and include them personally and their respective legal heirs, executors, administrators and assigns), THE PARTY OF THE OTHER PART.

(PAN No. AGVPG2989D)







WHEREAS, the partners of the builder developer firm have taken development rights in the land admeasuring about 2,155 square meters of land bearing Survey No. 3, Hissa No. 1-B and 2, (C.T.S. No.s 4451 +4452+4453/2, 4450 and 4454/1) situate at village - KHOPOLI, Tal. Khalpur, Dist. Raigad, within the limits of Khopoli Municipal Council, from Mrs. Saraswati Laxman More etc. 11 by registered development agreement dated 5/2/2005 registered at Sr.No.325/2005 in the office of S.R.A. Karjat, (as corrected by Deed of Correction dated 31st October, 2006 registered at Sr.No.4817/2006 with S.R.A. Karjat) and power of attorney dated 7/11/2006, registered in the office of the Sub-Registrar of Assurances - Karjat, at Sr. No. 4818/2006. and the land is more particularly described in the Schedule i - A annexed hereto and the copy whereof have been inspected by the purchaser;

**AND WHEREAS,** the said land plots have been amalgamated and permission for non-agricultural use of the land has been given by the Collector, Raigad vide their No. MS/L.N.A.1/P.K. 158/2006 dated 26/07/2006;

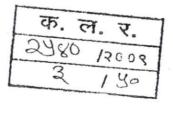
**AND WHEREAS,** the builder, developer, promoter has proposed to construct upon the said land plots a complex of multistoried building/s;

AND WHEREAS, the promoter has entered into a standard agreement with an Architect registered with the Corporation of Architects and such agreement is as per the agreement prescribed by the Council;

AND WHEREAS, the promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/s;

AND WHEREAS, by virtue of the aforesaid Development Agreement/s and Deed of Power of Attorney the Builder, Developer, Promoter alone has the sole and exclusive right to sell the flats and units in the said







building/s to be constructed by the Promoter on the said land and to enter into agreement/s with the purchaser/s of the flats and to receive the safe price in respect thereof;

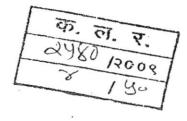
AND WHEREAS, the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Maharashtra Ownership Flats (regulation of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS, the copies of Certificate of Title issued by the Advocate of the Promoter, copies of property card and extracts of Village Form VII/XII and all other relevant revenue record showing the nature of the title of the land owners and the Promoter to the said land on which the Flats are being constructed, of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed hereto and marked Annexure "A", "B" and "C" respectively;

AND WHEREAS, the Promoter has got approved from the Khopoli Municipal Council the plans, the specifications, elevations, sections and details of the said building, vide their Building Permission issued under their No. KhoNaPa/B.V./Bandh/1473/3901 dated 12/12/2006;

AND WHEREAS, while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the promoter while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority;







AND WHERES, the Promoter has accordingly commenced construction of the said building/s in accordance with the said plans;

AND WHERES, the Flat Purchaser applied to the promoter for allotment to the Flat Purchaser of Flat No. 29 on the First floor of the said proposed building named "Madhav Residency" standing upon the said land plots at village Khopoli within the limits of Khopoli Municipal Council;

AND WHEREAS, prior to making application as aforesaid, as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the Flat Purchaser has made a declaration to the effect, firstly that neither the Flat Purchaser nor the members of the family (family as defined under the Urban Land Ceiling and Regulation Act, 1976) of Flat Purchaser own tenement/s house or building/s within the limits of said Municipal Corporation;

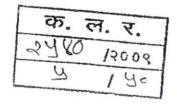
AND WHEREAS, relying upon the said application, declaration and agreement, the Promoter agreed to sell to the Flat Purchaser a flat at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS, prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs.7,00,000/- [Rupees Seven Lacs] only, being consideration of the flat agreed to be sold by the Promoter to the Flat Purchaser, as advance payment or deposit (the payment and receipt whereof the promoter does hereby admit and acknowledge, and the flat purchaser has agreed to pay to the Promoter balance of the sale price in the manner hereinafter appearing;

AND WHERES, under section 4 of the said Act, the promoter is required to execute a written agreement for sale of said flat to the Flat Purchaser, being in fact these presents and also to register said agreements under the Registration Act;







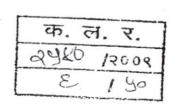
NOW, THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

I. The promoter shall construct the said building/s on the said land in accordance with the plans, designs, specifications approved by the Khopoli Municipal Council and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them;

Provided that the Promoter shall have to obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat agreed to be purchased by the purchaser.

- 2. The Purchaser has, prior to the execution of this agreement, satisfied himself /herself about the Development Agreements of land described in the Schedule hereunder written, and no requisitions or objections shall be raised on any matter relating thereto. A copy of the certificate on the title to the lands is hereto annexed as Schedule.
- The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sale to the Flat Purchaser one Flat bearing No. 29 admeasuring about 1050 square feet super built up upon the First floor of the said building named "Madhav Residency", as shown in the floor plan annexed hereto and marked annexure D and provided with the Amenities and Construction Items as described in annexure E (hereinafter referred to as "the Flat"), for the price of Rs.7,00,000/- including the proportionate price of common areas and facilities appurtenant to the premises, (excluding charges for MSEB, Legal Fees, Society Formation Expenses, Stamp Duty and Registration Charges, and Taxes, if any) the nature, extent and description of the common / limited areas and facilities / limited common areas and facilities which are more particularly described in the Second Schedule hereunder written.







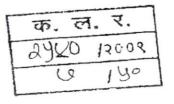
The flat purchaser has paid to the builder developer an amount of Rs.7,00,000/- (Rupees Seven Lacs) only, being the total consideration amount payable under this agreement, on or before execution of this agreement, the payment and receipt whereof the builder developer does hereby admit and acknowledge.

- 4. The promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the flat purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the said Flat.
- 5. The promoter hereby declares that the floor space index available in respect of the said lands is as available for **2,603 square meters** land area only and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever.

The Developer is entitled to consume the entire present F.S.I. as per the sanctioned plan. The balance F.S.I. or any additional F.S.I. or T.D.R. (Transfer of Development Rights) as may be granted in future for the said property shall be consumed only by the Developer even after the property is conveyed to the Society / Apartment / Association as may be formed. The Developer is entitled to make use of the said F.S.I./ T.D.R. as and when they desire. The purchaser undertakes not to object for any further construction as shall be carried out by the Developer for consuming the said balance F.S.I. or any additional F.S.I./T.D.R. as shall be granted.

6. In case the Promoter is acting as an agent of the vendor owner of the said land, then the promoter hereby agrees that he shall, before handing over possession of the Flat to the Flat purchaser and in any event – if the promoter decides to form a separate society of flat purchasers in the said buildings - before execution of a conveyance of the said land in favour of a co-operative body to be formed by the





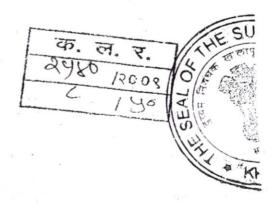
purchasers of flats / shops / garages in the building/s to be constructed on the said land (hereinafter referred to as "the society" / "the limited company"), make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim or any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the vendor / owner / promoter has / have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society / Company such absolute, clear and marketable title on the execution of a conveyance of the said land by the promoter in favour of such society or company.

- 7. The Flat Purchaser agrees to pay to the Promoter interest at 18 per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Premoter under the terms of this agreement, from the date the said amount is payable by the Flat Purchaser.
- 8. On Flat Purchaser committing default in payment on due date of any amount due and payable by him to the Promoter under this Agreement (including his / her/ their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained the Promoter shall be entitled at his own option to terminate this agreement;

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the promoter shall have given to the Flat Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice;

Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the Flat Purchaser the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter – after





deducting 10% amount of total consideration hereunder agreed, towards compensation - but the promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the promoter, the promoter shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the Developer shall not be construed as a waiver on the part of the Developer or any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Developer.

- The 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 "E" hereto annexed.
- The promoter shall give possession of the premises to the Flat Purchaser within a period of one month from the date of this agreement. If the promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the provisions of Section 8 of the said Act, by the aforesaid date or dates prescribed in the section 8 of the Act, then the Promoter shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with simple interest at the rate of nine percent per annum from the date the promoter receives the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who shall act as an Arbitrator. Till the entire amount and interest thereon is refunded by the promoter, it shall, subject to prior encumbrances, if any, be charge on the said land as well as the construction or building in which the Flat is situate or was to be situated;

Provided that the promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid extension of time for giving delivery of Flat on the aforesaid





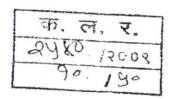
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- (i) non-availability of steel, cement, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority;
- (iv) order of any competent court.
- 11. The Flat purchaser shall take possession of the flat within fifteen days of the promoter giving written notice to the Flat purchaser intimating that the said flat is ready for use and occupation;

Provided that if within a period of twelve months from the date of handing over the flat to the Flat purchaser, the flat purchaser brings to the notice of the promoter any material defect in the flat or in the building in which the flat is situate or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the promoter at his own cost and in the case it is not possible to rectify such defects or unauthorized changes, then the Flat Purchaser shall be entitled to receive from the promoter reasonable compensation for such defect of change. However, internal repairs necessary due to normal use and ware and tear and repairs in the event of damage or loss caused due to mistake or mal-handling of the premises or any items of amenities by the purchaser, shall be carried out by the purchaser at his own cost and expenses.

- 12. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used for purpose of residence or the purpose for which the flat is purchased. He shall use the garage or parking space only for the purpose of keeping or parking the Flat purchaser's own vehicle.
- 13. The Flat purchaser along with other purchasers of flats in the building shall join in forming and registering the Society or Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose also from time to time sign and execute the application for





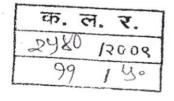


registration and/or membership and other papers and documents necessary for the formation and registration of the society, including the bye-laws of the proposed society and duly fill in, sign and return to the promoter within fifteen days of the same being forwarded by the promoter to the flat purchaser, so as to enable the promoter to register the organization of the flat purchasers under section 10 of the said act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Rules, 1964. No objection shall be taken by the flat purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or of Companies, as the case may be, or any other Competent Authority.

- 14. The Promoter shall, within four months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the new society or limited company all the rights, title and the interest of the Vendor in the aliquot part of the said land together with the building/s by obtaining or executing the necessary conveyance of the said land in keeping with the terms and provisions of this agreement.
- Commencing a week after notice in writing is given by the promoter to the flat purchaser that the flat is ready for use and occupation, the flat purchaser shall be liable to bear and pay the proportionate share ( i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and building/s - namely local taxes, betterment charges or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society / fimited company is formed the said land and building/s transferred to it, the Flat purchaser shall pay to the promoter such proportionate share of outgoings as may be determined. Purchaser further agrees that till the flat purchaser's share is so determined the Flat Purchaser shall pay to the promoter provisional monthly contribution of Rs.1,000/- per month towards the outgoings. The Flat Purchaser shall pay







such contribution for twelve months amounting to Rs.12,000/- in advance at the time of taking possession of the flat .. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the promoter until a conveyance assignment of lease is executed in favour of the society or limited company ( if so decided to be formed by the promoter in place of existing vendor society) as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for under this Agreement) shall be paid over by the promoter to the society or the limited company, as the case may be. The Flat purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

16. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the promoter the amount of Rs. 10,000/- for -

(v) legal charges and expenses,

 (vi) share money, application, entrance fee of the society or limited company,

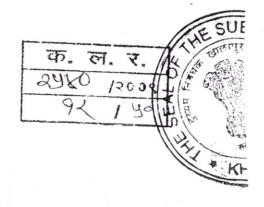
(vii) formation and registration of the society or limited company,

(viii) proportionate share of taxes and other charges.

17. The promoter shall utilize the sum of Rs.10,000/- paid by the flat purchaser to the promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorneys-at-law / Advocates of the promoter in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the costs of preparing the engrossing this Agreement and the Conveyance.

18. At the time of registration the flat purchaser shall pay to the promoter the flat purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or instrument of transfer in respect of the said land and the building/s to be executed in favour of the society or limited company.





19. The Flat purchaser for himself / herself / themselves and with intention to bring all persons into whosoever hands the flat may come, does hereby covenant with the promoter as follows:-

(a) To maintain the flat at flat purchaser's own cost in good tenantable repairs and condition from the date of taking possession of the said flat and shall not do or suffer to be done anything in or to the building in which the flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

(b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction of structure of the building in which the flat is situated or storing of which goods is objected to or prohibited by the concerned local or other authority and shall not carry or cause to be carried heavy packages upon upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the flat is situated or the flat. On account of negligence or default of the Flat Purchaser in this behalf, the flat purchaser shall be liable for the consequences of the breach.

(c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the promoter to the flat purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be given in the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the flat purchaser committing any act in contravention of the above provisions the flat purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the



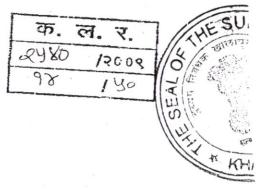


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flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains, pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the flat without the prior written permission of the promoter and/or the society or the Limited Company.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said tlat in the compound or any portion of the said land and the building in which the flat is situate.
- (g) Pay to the promoter within fifteen days of demand by the promoter his share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority on account of change of user of the flat by the purchaser, viz. user for any purpose other than for which the flat is hereby allowed to be used.
- (i) The flat purchaser shall not let, sub-let, transfer, assign or part with flat purchaser's interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the flat purchaser to the promoter under this agreement are fully paid up and only if the flat



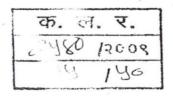


chaser had not been guilty of breach of or noncervance of any of the terms and conditions of this preement and until the flat purchaser has intimated in writing to the promoter.

- The flat purchaser shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from ime to time for protection and maintenance of the said ing and the flats therein and for the observance and nce of the building rules, regulations and bye-laws for the long being in force of the concerned local authority and of Government or other public bodies. purchaser also observe and perform all the stipulations aid down by the society / limited company supation and use of the flat in the building and condita regarding the and shall pay and contribute regularly and punctually towards the wars, expenses or other outgoings in accordance with the terms of this agreement.
- (k) Till a conveyance of the building in which flat is situated is exercised the flat purchaser shall permit the promoter and the surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof.
- (I) To pay service tax or any other tax which may be imposed on this transaction of sale. If any time after execution of this agreement, any additional tax, sales tax, duty, charges, premium, cess, surcharge, whatever by name called levied or recovered or becomes payable under any statute /rules/regulations/ notification or order, either by the Central or State Government or by Local Authorities or by any Revenue and Other Authorities in respect to the said land or the said accommodation or this agreement or the transaction herein, shall exclusively be paid and borne by the purchaser; and the purchaser hereby agrees to indemnify and keep indemnified the promoter from all such levies or costs and consequences.

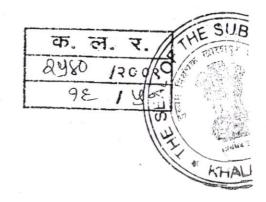






- 20. The promoter shall maintain a separate account in respect of sums received by the promoter from the flat purchaser as advance or deposit, sums received on account of share capital for the promotion of the co-operative society or a company or towards outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 21. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats or of the said plot and building or any part thereof. The Flat purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the promoter until the said land and building is transferred to the society / limited company as hereinbefore mentioned.
- 22. Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the flat purchaser by the promoter shall not be construed as waiver on the part of the promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the flat purchaser nor shall the same in any manner prejudice the rights of the promoter.
- 23. The Flat purchaser and/or promoter shall present this agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the promoter will attend such office and admit execution thereof.
- 24. All notices to be served on the flat purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the flat purchaser by registered post / Under Certificate of Posting at his / her / their address specified hereinabove.
- 25. IT IS ALSO UNDERSTOOD AND AGREED 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 purchasers of the terrace-flats and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The





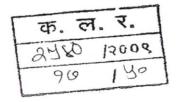
said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the promoter or the society, or as the case may be, the limited company.

26. The Developer is entitled to sell the parking space, terrace space, open spaces/ garden spaces etc. to such Purchaser/s as he may deem fit and the Purchaser shall have no right on such Facility. The Developer is also entitled to sell the terrace spaces to such of the Purchaser to the exclusion of the other Purchasers and the Purchaser shall not object to such use of the open space, terrace or parking space by such Purchaser to whom such facility is sold or allotted. The Developer is also entitled to raise towers for communication (Mobile, Cable TV and the like) upon the terrace/s of the building, and to receive consideration in that behalf.

The Developers shall be entitled to construct a new building/s on the front side plot abutting the Road and/or on sides maintaining the minimum distance required by the P.C.M.C. to be maintained if any, as per its rules and byelaws, in future themselves or through their nominees or any utilizing the additional available other party unconsumed F.S.I. of the entire land including that of road widening if any or any other allowable floor space such as T.D.R., etc. and the Developers / Developers / Owner are also entitled to sell or dispose off the flats, shop, tenements, therein and/or the F.S.I. itself and/or the portion of the land itself for which the flat Purchaser/s either individually or as the member of the Association of the Apartments owners will have no objection whatsoever for such disposal or sale and the Developers shall be entitled to change, revise or modify the buildings layout and the plans and the flat / shop purchasers give their/his/her consent thereof.

28. The Developers or their nominee or assignees or transferees shall be entitled to construct a new building/s on the rear side plot abutting present development and/or on sides maintaining the minimum distance required by the P.C.M.C. to be maintained if any, as per its rules and byelaws, in future themselves or through their nominees or any other party utilizing the additional available and unconsumed F.S.I. of the entire land including that of road widening if any or any other allowable floor space such as





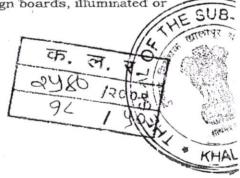


T.D.R., etc. and the Developers / Developers / Owner are also entitled to sell or dispose off the flats, shop, tenements, therein and/or the F.S.I. itself and/or the portion of the land itself for which the flat Purchaser/s either individually or as the member of the Association of the Apartments owners will have no objection whatsoever for such disposal or sale and the Developers shall be entitled to change, revise or modify the buildings layout and the plans and the flat / shop purchasers give their/his/her consent thereof. To this development on rear-side plot, there will always remain a right of way, road and access through any part of the said property.

- 29. The Developer is entitled to sell the parking space, terrace space, open spaces/ garden spaces etc. to such Purchaser/s as he may deem fit and the Purchaser shall have no right on such Facility. The Developer is also entitled to sell the terrace spaces to such of the Purchaser to the exclusion of the other Purchasers and the Purchaser shall not object to such use of the open space, terrace or parking space by such Purchaser to whom such facility is sold or allotted. The Developer is also entitled to raise towers for communication (Mobile, Cable TV and the like) upon the terrace/s of the building, and to receive consideration in that behalf.
- 30. The Developers reserve exclusive rights for use of portion/s of the terraces of the said new buildings constructed and to be constructed on the said land and in the said complex, for the purpose of setting up and installing communication or information sites or links, cell sites and/or base stations, along with attendant room/s and electronic meter room/s to be constructed or provided for the purpose, and to install dish antennae, electric meters, cables and connection lines along with related and other systems and equipment, on the terms and conditions agreed between them either through themselves or through any other company / body.

31. The Developers have reserved exclusive rights for use of open space/s within the said complex, and the terraces, walls and other parts of the said new buildings constructed and to be constructed on the said land and in the said complex, for the purpose of setting up and displaying hoardings, advertisements and sign boards, illuminated or





otherwise, and neon signs thereon, and for such purposes to install and provide electric meter rooms, communication links, cables and connection lines along with related and other systems and equipment, on the terms and conditions agreed between them either through themselves or through any other body / company.

- 32. The Purchaser, the said organization/s or the society or condominium shall not be entitled to, nor shall they demand any compensation and/or rebate in respect of or on account of the aforesaid, and they shall not raise any dispute or obstruction or interfere with the rights, powers and authorities of the Developers and the aforesaid companies in this regard. However, if any rates, taxes or any other levies are imposed or levied by the Municipality and/or any other government, local or public bodies or authorities in respect of the aforesaid user by the Developers and/or the aforesaid companies, the same shall be borne and paid by the Developers and / or such companies (as the case may be), but however they shall not be liable to pay any outgoings of any nature, including the proportionate ground rent or maintenance charges, for the use and enjoyment of the aforesaid terraces, walls and other areas and spaces;
- 33. The Developers and/or the aforesaid companies and/or their respective successors and assigns shall, if permissible, be entitled and have the right to become members of the said Organization/s and/or the said Apex Organization or society or condominium in respect the aforesaid spaces and areas, with the same (or to the extent permitted by law) rights, powers and authorities, and subject to the same obligations and liabilities, as the Purchaser herein and all other ordinary members thereof;
- 34. Consequent upon the aforesaid, the workmen, staff, employees, representative and agents of the Developers and the aforesaid companies, shall at all times have the right and authority to enter into and upon the said complex, the said land and the new buildings and other structures thereon, for the purpose of access to and from the said open spaces, common terraces, parapet walls, external walls and other areas and spaces, and to apply for, lay down, install and



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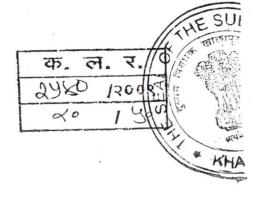
connect electric, communication and other service and utility lines, cables and meters, and to do and carry out all other work, acts, deeds and things thereon f therein and in respect thereof, as the Developers and for the aforesaid companies may desire and deem fit in their sole and unfettered discretion.

35. It is specifically understood that the brochure/s published by Developers/Developers from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles, etc. to increase the aesthetic value only and do not amount to any agreement/s. There features f amenities are not agreed to be developed or provided.

The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the said Organization/s and the said Apex Organization. The said Organization/s and the said Apex Organization shall upon being registered or formed, pass the necessary resolutions covenants. terms, conditions, confirming and the stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related / incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Developers may require, and agreeing and undertaking to be bound by the same, and the Purchaser shall vote in favour of such resolutions.

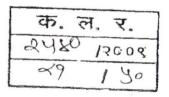
37. The Developers shall be entitled to the terrace or terraces, if any, of the building constructed on the said land hereditaments and premises, including the parapet walls shall always be entitled to display advertisements in or over the walls of the terrace as well as in any portion of the said plot and shall be exclusively entitled to the income that may be derived by display of the said advertisement at any time hereafter. The agreement with the purchaser/s and other purchaser/s of the premises in the said building and other structures shall be subject to the aforesaid rights of the





Developers or his nominees or assigns who shall be entitled to use the said terrace/s including the parapet wall and walls of the terrace's therein as well as any portion of the plot for any purpose including the display of advertisements and sign boards and the purchaser shall not be entitled to raise any objection or to any change in the price of the said premises agreed to be acquired by the Purchaser/s or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. It is hereby further agreed that the Developers shall be entitled or the rights given and/or reserved in favour of the Developers under this clause or to assign the right and benefit hereby given to any other person. Such nominees or assigns shall be admitted as member of the Co-op. Society f Condominium of Apartment Holders in the same manner as the Developers admits the purchaser of the premises as its members in pursuance of the provisions hereinafter contained. It is further expressly agreed by and between the parties that if the permitted Floor Space Index, T.D.R. or Density is not consumed in the building being put up and/or at any time further construction on the said plot is allowed, the Developers shall always have the right to put additional floor and/or consume the balance floor space index and/or transferable development rights (T.D.R.) in any manner the Developers may deem fit either on this plot and/or any other land of the Developers subject, however to the necessary permission of the concerned public authorities in that behalf and the same allowed to be dealt with or dispose off the same in the manner they choose. This Purchaser shall not raise any objection in the matter of sale of F.S.I. / accommodation / Flats, Shop/s, Office/s and/or allotment of exclusive right to use garage / terrace/s, car parking space/s, garden space/s or any other spaces whether constructed or not on the ground of nuisance, annoyance or inconvenience for any profession, trade or business et. That has been or will be permitted by law. The Purchase/s hereby confirms the same and hereby agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages on any ground whatsoever. The Deed of Conveyance of the said plot is hereinafter mentioned shall be made subject to the aforesaid reservation. The Purchaser is not entitled to disturb the external paint or designing of the building/s, scheme in any manner and also not entitled to fix grills in window or any





other place other than the designs, gauge of grills along with location of same given provided by the Developers, Developers or its nominees. The Purchaser except name plates, if provided by the Developers, not entitled to fix name boards, advertisements articles, fixtures, sign boards in any manner and also not entitled to take cable connection from any other cable operator or other than the common one cable provider of the said scheme in order to maintain the exterior scenic beauty of the building scheme.

The Purchasers have given and granted to the Developers, his specific, full, free, irrevocable unqualified consent and permission for carrying out and implementing the scheme of development of the said complex, and to alteration, variation, amendment and modification thereof, and in the layout, plans, designs and specifications of the said new buildings and the said complex, and in respect of the Developers making and effecting the said additional construction, as may be deemed necessary by the Developers in their sole and unfettered discretion, after having fully understood and satisfied himself thereof. The Purchaser, the said Organization /s and the society/condominium shall not raise any dispute or objection whatsoever, including on the ground of nuisance or annoyance, to the Developers and/or their nominees implementing the scheme of development, or making and effecting the said additional construction, as mentioned in this Agreement and/or as may be envisaged by them. The Developers shall have the right and be entitled to utilize and/or avail of electric power and water supply from connections, lines, cables and/or storage tanks, and also other utilities, services, conveniences and amenities of, relating to and/or provided in the said complex for the aforesaid purposes, and the Purchaser hereby consents to the same. The Purchaser, the said Organization/s and/or the society / condominium shall co-operate with and extend all assistance and facilities to the Developers in respect of the aforesaid, as may be required by the Developers from time to time and at all times hereafter, and they shall not raise any dispute or obstruction or interfere with the benefits, interests, rights, powers, discretion/s and





authorities of the Developers as mentioned and contained in this Agreement. The Deed/s of Transfer shall contain necessary terms, conditions and covenants in favour of the Developers in respect of the aforesaid.

39. It is agreed by the Purchaser that in the event of any organization of flat/unit purchasers in the said building/s as agreed being formed and registered before the sale and disposal of all the flats / units etc. in the building/s, all the powers and authorities and rights of the Purchaser herein shall always be subject to the rights of the developer to the disposal of the said flats/ units etc. in any manner, without any interruption or objection from the purchaser.

The Developer shall be liable to pay only Municipal Taxes on the said unsold tenements / flats / units etc. at actual, when the same are levied.

The Purchaser also understands and agrees that the Developer shall be liable to pay a token sum of Rs.11/- per month towards the common maintenance expenses for each of the unsold tenements / flats / units etc., till the same is sold by the Developer. No entrance fees and/or transfer fee and/or any such amount shall be claimed relating to the unsold tenements by such organization.

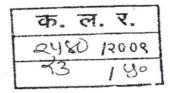
41. This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made thereunder.

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Value of the said flat for the purposes of payment of Stamp Duty is Rs. 8,79,000/- and actual consideration paid/payable is Rs.7,00,000/-, hence general stamp of Rs.35,340/- is paid on this deed.







#### SCHEDULE - I

All that piece and parcel of non agricultural land plot out of land bearing Survey No. 3, Hissa No. 1-B and 2, (C.T.S. No.s 4451 +4452+4453/2, 4450 and 4454/1) situate at village - **KHOPOLI**, Tal. Khalapur, Dist. Raigad, within the limits of Khopoli Municipal Council, and the said land is collectively bounded on or towards -

East, by

Kmc Garden

West, by

Road

South, by

kmc Gim

North, by

Road

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#### SCHEDULE - II

The property of the Residential Flat No. 29 (Twenty Nine) totally admeasuring about 1050 (One Thousand Fifty) square feet (i.e. 97.58 square meters) super built up, on the First floor of the building named Madhav Residency, standing upon the land plots more particularly described in the Schedule I above, situate and lying at village Khopoli, Taluka – Khalapur, Dist. Raigad, within the limits of Khopoli Municipal Council.

The flat being delineated in pink colour on the copy of floor plan annexed hereto as Schedule.

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V. H Coradia.





# Annexure A

(Title Certificate)

Patankar Vijay Mahadeo,

B.Com., LL.B., **Advocate**, Patankar Wada, KHOPOLI, Pin. 410 203,

Phone: 262085.

Title/Search/Opinion/2007.

Date: 30th January, 2007.

To:-

Whom so-ever It May Concern.

CERTIFICATE OF TITLE

In respect of the properties of non agricultural land plot/s bearing Survey No. 3, Hissa No. 1-B and 2, (C.T.S. No.s 4450 + 4451 +4452+4453/2 and 4454/1) situate at village - KHOPOLI, within the limits of Khopoli Municipal Council situate and lying at village - Khopoli, owned, occupied and possessed by Smt. Saraswati Laxman More etc. 11 and taken for development by M/s. Dolphin Developers,

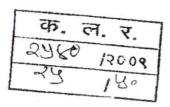
I have investigated the title of the present owner/s of the said piece/s of land. Title of the land owner/s to the said land plots is clear, unencumbered, marketable and free from reasonable doubts. M/s. Dolphin Developers have derived right to develop the said land and construct buildings thereon and sale units in such complex of buildings.

Khopoli, ·

Date - 30th January, 2007.

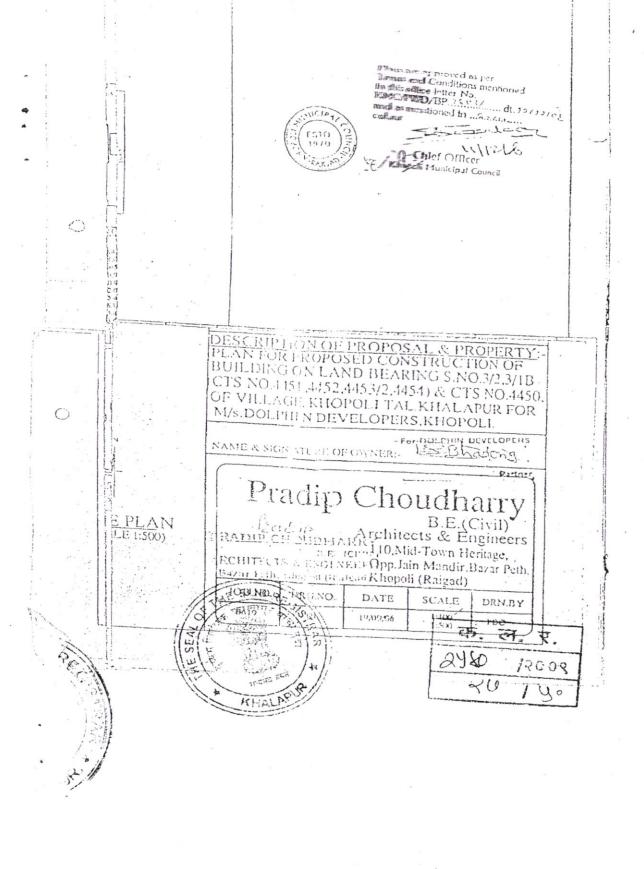
Advocate
(MAH/1353/1986)





7. E. S. Madhay Residence ल. 7. 14009

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#### Annexure-C List of Amenities

General Specifications for Flats and Amenities and Installations to be provided.

### (1) <u>DOORS</u>:

Frames of seasoned wood. Shutters of waterproof flush doors with aldrop and handle from one side and tadi from other side. Tower bolt from inside. Doors duly oil painted. Main door with moulded shutter.

#### (2) WINDOWS:

'A' Aluminium Windows with 4" mm Bajri Glass, Windowsof bath and w.c. Aluminium louvers.

#### (3) FLOORING:

Ceramic tile flooring in living room, Bedrooms, Kitchen and passages etc.

#### (4) BATHROOM:

Ceramic tile flooring with full dado of ceramic tiles. A shower and Geyser of one liter with concealed pipe fittings,

#### (5) W.C.:

Ceramic tile flooring, all Indian W.C.Pan with flushing arrangement; a dado of full height and indirect tap.

#### (6) KITCHEN:

A raised platform of 8 ft length, with top of green marble stone, dado of 4 ft. height of ceramic tifes, a built-in stainless steel sink, an indirect tap.

#### (7) ELECTRICAL FITTINGS:

## Living Room : -

2 light points, I fan point, I plug point and TT.V. Point,

Bed Room :-1 light point, 1 fan point, 1 plug point,

Kitchen :- I light point, I plug point, I fan point,





Balcony, Bath, W.C.:- 1 fight point each and a geyser point in bath room,

Passage

I light point, I bell point,

Staircase

I light point to each landing,

Теггасе

I light point,

Entrance of building :- T light point,

For staircase and pump a common meter will be provided.

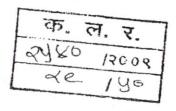
All electrical material shall be of good quality Indian make available in the market, wiring shall be of concealed type.

- (8) <u>Staircases</u>:-Tandur steps,
- (9) Cotoring: Offime wash coat inside and cement paint for outside.
- (10) General:

The building shall be of R.C.C. frame work with 6" thick outer walls and 4" thick internal brick walls, finished externally in one coat of sand faced plaster and neeru finished plaster internally. Terrace shall be of 3 ft. high parapet with brick-bat coba and water proofing complete.

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# खोपोली नगरपरिषद, खोपोली

जावक कमांक -सोनग/बां वि/बांग/१४७३/३९०१ सोपोली नगरपरिषद कार्यालय, खोपोली दिनांक १२।१२।०६

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विषय - स.न. 312 हि.न. - प्लॉट न. - सि. स. न. ४४५१-४४५११ मौजे रक्षेपोरिक येथे बांधकाम करण्याच्या मंजुरी बाबत.

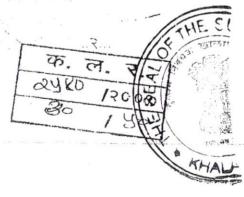
संदर्भ :- आपला दि 201८।०६ चा अर्ज.

श्री --- प्रदिष चौद्यरी--

वास्तुशिल्पकार यांचे गार्फत सादर केलेला अर्ज.

महाराष्ट्र प्रावेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये. स. न. 311 था पे हि. न. — सि. स. ने ५५५ भू भू बंड कमांक — मौजं द्वी पोर्ट्स मध्ये चौ मी भू बंडाच्या विकास करावयास महाराष्ट्र नगरपरिषद अधिनियम १९६५ चे कलम १८९ अच्चये बांधकाम. करण्यासाठी केलेल्या दि २७/८/६ च्या अर्जास अनुसक्त पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत हिरव्या रंगाने दुरुस्ती दाखविल्या प्रमाणे तळघर, स्टिल्ट, तळ मजला, पहिला मजला, दुसरा मजला, तिसरा मजला, चौथा मजला राहणेसाठी दुंकाने / ऑफिस / दवाखना, हॉस्पीटल / शाळेसाठी / गॅरेज वाडे भितीच्या इमारतीच्या बांधकामा बाबत, बांधकाम परवाना / प्रारंभ प्रमाणपत्र देणांत येत आहे.





ही बांधकाम परवानगी दिलेल्या तारखेपासुन एक वर्षे पर्यंत वैध असेल नंतर पुढील वर्षासाठी परवानगीचे नूतनीकरण मुदत संपणे आधी करणे आवश्यक राहील अशा प्रकारचे नूतनीकरण तीन वर्ष करता येईल. वैध मुदतीत बांधकाम पुर्ण करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वांत आलेल्या नियमाचा व नियोजित विकास आराखडयाच्या अनुषंगाने छाननी करण्यांत येईल.

२. नकाशात रंगाने केलेल्या दुरूस्त्या आपल्यावर बंधनकारक राहतील.

में जिल्हाधिकारी रायगड, यांजकडून बांधकाम चालू करण्याचे अगोदर बिनशेती परवानगी घेण्याची जबाबदारी तुमच्यावर राहील व बिनशेतीच्या परवागीची एक प्रत काम सुरू करवयाचे पंधरा दिवस अगोदर नगरपरिषदेकडे पाठविणे आवश्यक राहील

४ बांधकाम चालू करण्यापूर्वी सात दिवस आधी नगरपरिषद कार्यालयांस लेखी कळिष्णांत यावे.

(. ही परवानगी आपल्या मालकीच्या कबजातील जिमनी व्यतिरिक्त जिमनीवर

बांधकाम अगर विकास करण्यांस हक्क देत नाही.

६. बांधकाम या सोबत मंजूर केलेल्या नकाशा प्रमाणे आणि घालून दिलेल्या अटी प्रमाणे करता येईल. जोत्यापर्यंत बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजुर नकाशाप्रमाणे बांधकाम केल्य. बांबतचे प्रमाणपत्र नगरपरिषदेस सादर करण्यांत यावे त्यानंतरच जोत्यावरील बांधकाम करावे.

७ भूखंडाचे हददी भोवती मोकळ्या सोडाव्याच्या जागेत बदल करू नये व त्यामध्ये

कोणत्याही प्रकारचे बांधकाम करू नये.

८. बाधकामात कोणत्याही प्रकारवा फेरफारपुर्व परवानगी घेतल्या शिवाय करू नये. तसे केल्याचे आढळुन आल्यास सदरची बांधकाम परवानगी रदद झाली असे समजणेत येईल.

९ इमारतीच्या बांधकामाच्या सुरक्षिततेची हमी स्ट्रक्चरल सेप्टी जबाबदारी आपल्या

वास्तुजिलाकार व स्थापत्य विशारव यांचेवर राहील.

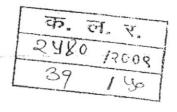
१०. बांधकाम पुण्तिया दासला / वापर परवानगी घेतल्या शिवाय इगारतीचा वापर कह नये. त्यासाठी जागेवर ज्याप्रमाणे बांधकाम पुण झाले आहे. त्याचा नकाणा वास्तुशिलपकार व स्थापत्य विशास्य यांच्या विहीत नमुन्यांतील दासल्यासह पांच प्रतीत इतर आवश्यक कागद पश्रासह सादर करण्यांत यावा.

११. बांधकाम चालू करण्यापुर्वी नगर भूमापन अधिकारी / भूमी अभिलेख खात्याकडून जागेची आलगी करून वेण्यांत यांवी आणि तसा दाखला नगरपरिणदेकडे सादर

केल्यानंतर बांधकाम सुक करावे.

१२. नकाणांत दालविलेल्या गाळपांच्या संखे मध्ये व नियोजनामध्ये पूर्वपरवानगी जिवाय बदल करू नये.





१३. नवीन इमारत मंजुर नकाशे प्रमाणे सेप्टीक टॅक पाहीजे व संडास भविष्य काळात मलनिस्सारण नलिकेस स्वलचान नगरपरिषद अभियंता यांचे परवानगीने जोडणे आवश्यक राहील. सेप्टीक टॅक कमीतकमी ५० फुट अंतरावर असणे

१४ सांडपाण्याचे व पागोळयाचे पाणी नगरपरिषदेच्या गटारीस स्वलचीन नगरअभियंता याचे पसंती प्रमाण सोडावे लागेल. सांडपाण्याच्या बाबतीत आरोग्य

क्षारयाचे प्रमाणपत्र असल्याशिवाय वापर परवाना देण्यात येणार नाही.

१५ बांधकाचे मटेरीयल रत्त्यावर टाकावयाचे झाल्यास बांधकाम खात्याची परवानगी घणे आवश्यक राहील त्याकरीता नियमाप्रमाणे लागणरी रक्कम व दंड झाल्यास त्या रक्कमे सहीत भरावी लागेल.

१६ बांधकागाच्या वेळी निरूपयोगी माल मटेरीयल नगरपरिषद सांगेल त्या ठिकाणी

स्वबर्चाने वाहून टाकला पाहिजे.

१७ बांधकामाच्या सभोवताली सोडलेल्या खुल्या जागेत कमीत कमी १ अग्रोक २ गुलमोहर निर्लागरी करंज इ. पैकी एकूण वहा झाडे लावून त्याची जोपासना केली पाहीजे. तसेच सध्या अस्तित्वांत असलेली झाडे तोडण्यापूर्वी परवानगी गेणे बंधनकारक आहे.

१८ नकाप्रस्त दासविल्याप्रमाणे बांधकामाचा फक्त रहाणे / वाणिज्य / शैक्षणिक /

औद्योगिक साठी उपयोग करावा.

१९ नागरी जिमन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदी प्रमाणे जागा बाधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहील.

२० जागेतून किया जागे जवळून अतिवाबाची विद्युतवाहीनी जात असल्यांस बांधकाम करण्यापुर्वी संबंधित सात्या कडून नाहरकत वासला घेतला पाहीजे

२१ जागा महामार्ग किंवा रेल्वे मार्गीस सन्मुख लागून किंवा जवळ असल्यास संबंधित

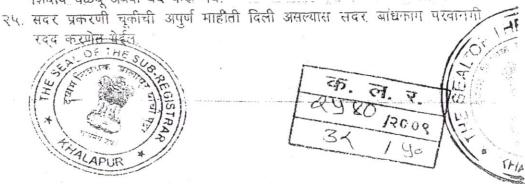
साट्या कडून बांधकाम करण्यापुर्वी नाहरकत दाखला घेतला पाहीजे.

२२ बाधकामांकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपल्याकडे राहील बांधकाम परवानगी नियोजित रस्त्याप्रमाणे दिली असल्यांस त्या रस्त्याचे काम नगरपरिषदेच्या सोयीप्रमाणे व प्राधान्यते प्रमाणे केले जाईल तसा रस्ता होईपावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेवर राहील.

२३ जागेत जुने भाडेकरू असल्यास त्याच्या बाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहील व मालक भाडेकरू यामध्ये कांही बाद असल्यास किंवा निर्माण झाल्यास त्याचे निवारण मालकाने करणे आवश्यक राहील व त्या

बाबत नगरपरिषद जबाबदार राहणार नाही:

२४. सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो इकडीत परवानगी शिवास वळवू अथवा बंद करू नथे.



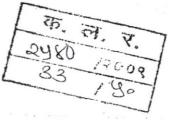
१६ सदर जागेत विहीर असल्यास इकडील परवानगी शिवाय बुजवू नये.

२७ बाधकाम पुर्ण झाल्यावर पिण्याच्या पाण्याचे कनेक्शन मिळण्यासाठी नगरपरिषदेवर जबाबदारी राहणार नाही किंवा पिण्याच्या पाण्यासाठी नगरपरिषद हमी घेणार नाही

- २८. सदर जागेत बाधकाम करण्या बाबतचा पुर्वीचा परवाना असेल तर तो या द्वारे रद्द झाला असे समजावे.
- २९ गटारचे व पावसाच्या पाण्याचा निचरा होणे करीता नगरपरिषदेच्या गटारास जोडणेसाठी पक्क्या स्वरूपाची गटारे बांधवित
- ३० र्वाधकामासाठी व पिण्याच्या पाण्यासाठी नळाचे कनेक्यान मिळणार नाही. त्यासाठी बोअरवेलचे काम करावे लागेल.
- ३१. भूखंडा समोरील रस्ता पक्या स्वरूपात गटारासह तयार केल्या तेरीज वापर परवाना मिळणार नाही
- ३२. मंजुर नकाणानुसार बांधकाम न करणे तसेच विकास नियंत्रण नियमावलीनुसार आवण्यक त्या परवानग्या न घेता बांधकाम / वापर करणे महाराष्ट्र प्रादेशिक व नगर रचना अधिनिमाचे कलम ५२ अनुसार दखलपात्र गुन्हा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कैंद व ५,०००/- दंड हो 3 शकतो.
- ३३ इमारतीच्या मोकळ्या आवारात कचरा कुंडीची व्यवस्था करावी.
- ३४ मंजुर नकाश्य बाबत प्रमाणपत्र क्रमांक / दिनांक आणि इतर माहीती लिहून फलक लावाबा
- ३५ कुलमुखत्यार पत्र धारक / भाडेकरू / गाळेधारक / मुळमालक यांच्यात वाद निर्माण झाल्यास त्याची सर्वस्वी जबाबदार वास्तुणिल्पकार / विकास कर्ता यांचेवर राहील
- ३६ स्टिल्टची उंची २.४ मी. असावी व चहूबाजूने खुली असावी व ती कोणत्याही परिस्थितीत बंदीस्त नसावी.
- ३७ विषयाधिन जागेवरील बांधकाम करताना आय एस १३९२०-१९९३ भुकंप रोधक इंजिनिअर कडून घेणे आवश्यक असुन त्यांचे देखरेखीखाली नियोजीत इमारतीचे बांधकाम पूर्ण करणे अर्जदार / विकास कर्ता गांचेवर बंधन कारक राहील.
- ३८ महाराष्ट्र प्रावेशिक व नगर रचाना अधिनियम १९६६ चे कलम १५१ (३) नुतार प्रदान केलेल्या विकासनियंत्रण व जमिन वापर या बाबतचे अधिकारांस आधिन राहून ही परनावगी देण्यांत येन आहे
- ३९ बांधकाम साहित्यात प्राथ ॲंग विटा व प्राथ ॲंग आधारीत साहित्याचा वापर करण्यासाठी केंद्र शासनाच्या नियमाची अमल बजावणी करणे बंधनकारक राहील. याबाबत वास्तुविशारदाचे प्रमाणपत्र सादर न केल्यांस इमारत भोगवटा प्रमाणपत्र विले जाणर नाही







४० जर भूलंडाचे क्षेत्रफळात व हदबीमध्ये फरक आढळल्यास सुधारीत परकागगी घेणे बंधनकारक राहीत.

४१ जागेच्या मालकी हक्का बाबत / वहीवाटी बाबत वाद निर्माण शाल्यास त्याची सर्वस्वी जजाबदारी विकासकर्ता / कु. गु. प. धारक / जमिन मालक यांची

४२. इमारतीसाठी बसविली जाणारी लिप्ट ही आयएसअम्य मार्क असतेली वर्जेवार व नामांकीत कंपनीची असावी तसेच तीची भविष्यात वेळोवेळी सुरक्षिततेची हुण्टीने तपासणी करण्यांत यात्री.

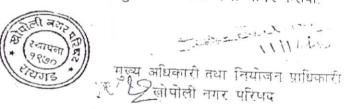
४३ तैसर्गिक पादसाळी पाण्याचा दापर करणेसाठी रूफवॉटर हासॅन्टिंग पध्यतीची वंत्रणा उभारण्यांत याबी, तसेच रूफ टॉपचे पावसाळी पाणी जमिनीमध्ये जिरेल अशा पध्यतीने खड्डा घेवून पाईप व्यवस्था करणेत यावी. जेणेकरून पावसाचे पाणी बाहून दाया जाणार नाही व ते जिमनीमध्ये मुरेल.

४४ तपर इमारत बाधकामामुळे काही वृक्ष बाधीत होत असल्यास वृक्ष अधिकारी यांचा विहीत पद्मतीने परवानाग्राप्त करून त्यांचे आदेशाप्रमाणे वृक्ष तोडी गंतर इसारत

बांधकाम हाती घेणेची कार्यवाही करावी.

४५. प्रत्येक मजला व प्रत्येक विंग येथे कायर एक्स्टीविवार बसवावे.

६६. इमारतीच्या टॉयलेट समध्ये लो बॉल्युम ग्लॅश सिस्टमचा वागर करावा.



प्रत: - तालुका निरीक्षक भुमी अभिलेख खालापूर जिल्हा रायगड





# मानमहना रागस्टरी कार्डातील उतारा

थिटी सर्वे-खोगेती, ता. खानापूर, विद्र सहागर

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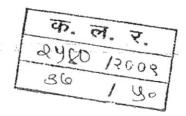
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लियामा कि थिक

- श्री. वसंत लद्दमण मारे रचत: व इतर ७ यांचे अख्यत्यारी म्हणून श. खोषांली ता. खालापूर जि. रायगड यांचा अर्ज दिसांक : १५/७/२००६.
- २) या कार्यालयाकडील आदेश क्र. मशा/एल.एन.ए.१/एस.आर.२४८/२००४ दिनांक : २३/११/२००४.
- ३) या कार्यालयाकडील आदेश क्र. मशा/एल.एन.ए.१/प्र.क्र. ५८/२००५ दिनांक : २०/६/२००५.
- ४) या कार्यालयाकडील आदेश क्र. मशा/एल.एन.ए.१/प्र.क्र. १५२/२००५ दिनांक : १४/९/२००५.
- ५) तालुका निरिक्षक भूमि अभिलेख खालापूर यांजकडील तगर भूभापन/तातडी बिनशेती मो.र.नं. २६१/३-५-०६ दि. २८/६/२००६ च्या मोजणी नकाशाची नक्कल.
- ६) सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांजकडील पत्र जा.क्र. संसंनर-राअ/बिशेप/अंतिम रेखांकन/मौ. खोपोली/तालुका खालापूर सि.स.क्र. ४४५३ पै. य ४४५४ पै./१९०० दिनांक : २५/७/२००६

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अरादेश

श्री. यसंत लक्ष्मण मोरे स्यत: य इतर ७ यांचे अखत्यारी म्हणून स. खांपाली यांनी मीजे खोपोली तालुका खालापूर येथील स.नं. ३/३व पै.(सि.स.नं. ४४५३ पै.) क्षेत्र ०-१३-२, स.नं. ३/३ (सि.स.नं. ४४५४) क्षेत्र ०-३२-१ एकूण क्षेत्र ०-४५-३ या जागच्या सुधारित रेखांकनास परवानगी मिळणेबाबत दिनांक १५/७/२००६ रोजी अर्ज केला. आहे.

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हत्वामध्ये सफावत येत असल्यान तालुका निरीक्षक भूमि अभिलेख यांनी मंजूर रेखांकनातील रस्ता रुंदीकरण यांग्य प्रकारे दर्शिवलेले नाही. त्यानुसार नियोजित रेखांकनाची छानती केली असता रेखांकनाचे नकाशे हे विकास नियंजण नियमावलीनुसार नसून त्यामध्ये काही दोव आढळून आले आहेत. हे टोव दूर करण्यासाठी नकाशावर योग्य ते बदल हिस्च्या रंगाने केलेले आहेत. सबब अर्जदासने सादर केलेल्या रेखांकन नकाशाप्रमाणे तसेच त्यावर हिस्च्या रंगाने केलेल्या बदलाप्रमाणे वरील जागेतील रेखांकनाला अंतीम मंजूरी देणस हरकत नाही.

यरील अभिप्राय विचारात घेऊन अर्जदार श्री. वसंत लक्ष्मण मारे वर्गर ८ रा. खोपोली यांना मौजे खोपोली तालुका खालापूर येथील स.नं. ३/२ (सि.स.क. ४४५४/१) व स.नं. ३/१व (सि.स.क. ४४५१-४४५२-४४५३/२) एकूण क्षेत्र २२०० ची.मी. या जागेच्या सुधारित अंतिम रेखांकनास परवानगी खालील शर्तींवर देण्यांत येत आहे.

शर्ती -



- ९. प्रस्तुत प्रकरणी यापूर्वी या कार्यालयाने आदेश दिनांक १८/९/२००५ अन्ययं अंतीम मंजूर केलेल्या रेखांकनातील रस्ता रुदीकरण तालुकानिरीक्षक भूमि अभिलेख खोपोली यांनी योग्यपणे दर्शविले नाही. त्यामुळे आता अंतीम मंजूर केलेल्या रेखांकनातील रस्ता रुदीकरण रेपेनुसार पुन्हा मोजणी करून त्यानुसार अभिलेख तयार करून घेण्यात यावा.
- २. रेखांकनातील प्रत्येक मूखंडाचा यापर फवत नियासी या कारणासाटी करणेत याया.
- रेखांकनातील कोणत्याही रस्त्याची ठंदी मंजूर केलेल्या रुदीप्रमाण द्वण्यात यावी व सर्व रस्ते पक्क्या स्वरुपात रहदारीला योग्य होतील अशा स्वरुपात तयार करण्यात यावेत.
- सर्व नियोजित रात्यांना योग्य प्रकारची गटारे बांधण्यात येजन भूखंडामधील सांड्पाण्याचा निचरा त्यायोगे करण्याची व्यवस्था अर्जदाराने केली पाहिजे.
- क. ल. ५२. भूखंडामध्ये कोणतेही बांधकाम परवानमी मिळण्यासाठी भूखंडाचा मोजणी /२०० ज्ञांचा आजांसोबत सादर करावा लागेल.
  - 80 रिप्रतिकनातील नियोजित केलेल्या रस्त्याच्या दुतर्फा झाडे लावण्याची तसेच
    - . रेखांकनातील कोणत्याही भूखंडाची उपविभागणी पूर्व परवानगीशिवाय करण्यात येऊ नये.

रेखांकनातील रस्ते जर शेजारील जागांना मार्ग देत असतील तर अशा शेजारील जागांच्या संभाव्य रेखांकनातील रस्त्यांना ते जोडण्याची य यापरण्याची परयानभी यायी लागेल.

भूखंडधारकाचे वापरासाठी पिण्याच्या पाण्याची सोय पर्यार्थ प्रायाची उपलब्ध



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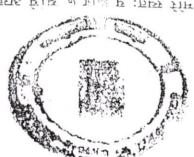
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न्रक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (**आ. 11(2)),** रुजवात (अ. 12) व छायाचित्रण **(अ.** 13) -> एकत्रित फी (19) एकूण

480.00

आपणास हा दस्त अंदाजे 4:08PM ह्या वेळेस मिळेल

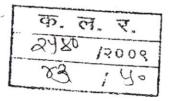
दुय्यम निंबधक कर्जत

बाजार मुल्यः 0 रु.

मोबदलाः 1रु.

भरलेले मुद्रांक शुल्कः 100 रु.







In witness whereof, the parties hereto have set and subscribed their respective hands and signatures hereunder, at the place and on the day first hereinabove written, in the presence of the below named witnesses.

Signed, sealed and delivered by the within named

Mr.Deependrasingh
Surendrasinghji Bhadoria
Partner of the Firm named M/s. DOLPHIN DEVELOPERS
Builder Developer
For self and as attorney
Of Land Owners-

- 1) Smt. Saraswati Laxman More,
- 2) Mr. Kisan Laxman More,
- 3) Mr. Manohar Laxman More,
- 4) Smt. Smita Sadanand More,
- 5) Mr. Sandeep Sadanand More,
- 6) Mr. Sagar Sadanand More,
- 7) Mr. Vaibhav Sadanand More,
- 8) Mrs. Pramila Sudhakar Jondhale,
- 9) Mrs. Usha Shreeram Walwankar,
- 10) Mrs. Asha Chandrakant Rane,
- 11) Mr. Vasnt Laxman More,

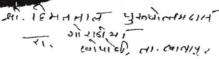
and the Purchaser

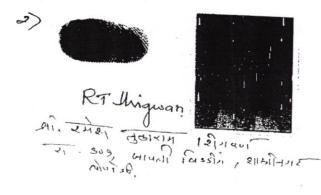
Mrs. VANITA HIMATLAL GORADIA

In the presence of -

H-P Gerendia







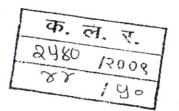


Mr.Deependrasigh
Surendrasinghji
Bhadoria
The Builder/Developer
and As Attorney of
the Land Owners.



V. H. Coradia.

The Flat Purchaser.





खाई लेखा गंखा IPERMANENT ACCOUNT NUMBER



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HA NAME
HIMATLAL PURSHOTAMDAS
GORADIA

Non to the Frather's NAME PURSHOTAMOAS GORADIA

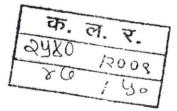
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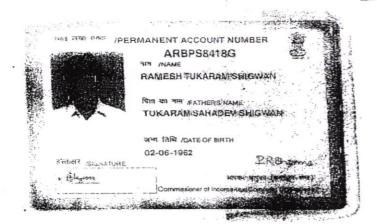
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आयकर निर्देशक (पद्मति) Bireston of income Tax (systems)











अनुक्रम नंबर 2400 फी रवंकम सन २० व अपनिरोत्र माहे . . . नोंदणी फी L 1090-00 पाने फी(५०) तारखेस 🎝 ..च 🕌 .... चे दरम्यान दुय्यम निबंधक जालापुर यांचे कार्यालयात आणुन दिला. V. H. boradia. 86080 -00 एकूण फी क. ल. र. 5980 14608 दुय्यम निबंधक खालापुर दुय्यम निबंधक खालापुर ्रिंडिवार के जीत्रिन् डेक्वपर्र आविष्टिरी फर्किन आक्रीबार सी दिपर्रेसींह हेंद्रसींजी महोरीया वर श्वा नीकरी शासिकपाट रहा गाली है स्वताकरिन् व जमीन मालका अस्रकनी सहमा मारे शिक्यन लहमार मारे अमेनी हर स्वहमान भीर कार्यनेता महानेत मारे ध्रामीप सदानेत्मारे हो सागर स्वानेत्म परे ७१ वेशव सदानेत्मीरे द्रामी लो रहा जाह्यके द्राची सीराम्बळवाकर २ थ आहार चेह मान राने ९० सहमान मारे याने की रेना व वनीने अख्यानी होगार) चनीना विमनलाल भारां हीया वय ७० होता हारकाम भीया - बाहकार निवास लाउडेव योड हाजी सिकारी में वर्ड 38 दस्ति वज ारून देणार तथाक थित क २ | र मी म्यांन्य ALAPUR दःस्तिऐराज क्रुन दिल्याचे कबूल करतात लि.देणार I - 35 Jadam V. H. Goradia

दुव्यम निबधारी खोलाप्र

सदर नक्कल अर्जदार श्री याना त्यांच्या अर्जावरून करून दिली दिस्स्राट(१७

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दुव्यम निवंधन

प्रमीचित करण्यात येतो की, या दस्तास एकूण प्रतिकृति स्वाने आहेत.

दिनांक . ? .... माहे हें । व्योग २००९

दुट्यम निर्माधक स्रालापुर

द्यम निवंधक, बालापूर

अर्ज केम्प्राधि प

माह व्यक्तियासन २०००

१) श्रियतालास वय ७५ रो पुन्नशत्मधर्त औरहीटा। राज्याचीली

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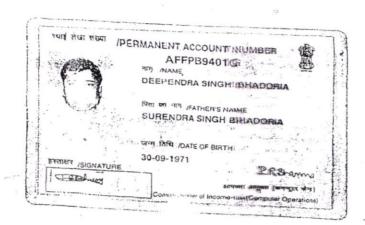
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In case this card is loat/found : kindly inform/ceturn to the issuing authority:

Commissioner of Inconse Tax (Computer Operations).

Asyakar Bhaván,

12. Sadhu Vaswani Chowk.

Pune - 411 001.

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