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गावाचे नाव

चुळणे

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

पावती क्र. : 5236 दिनांक

2008

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करारनामा

सादर करणाराचे नाव:जगदीश बी पंचोली

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (41)

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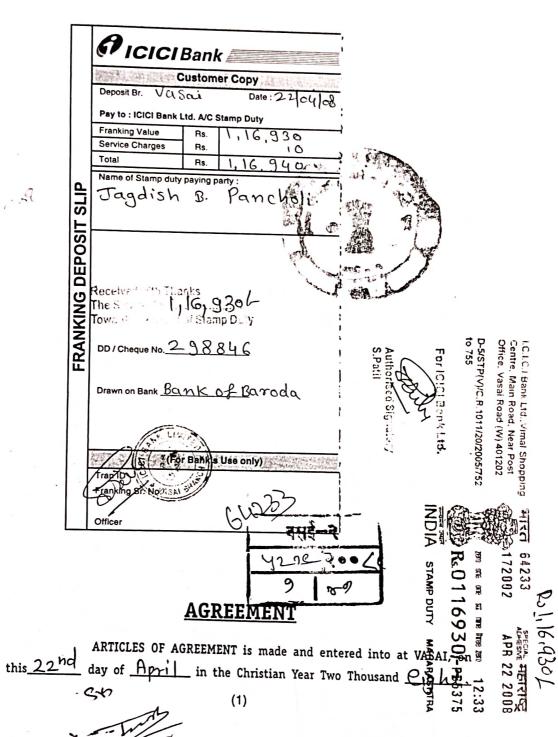
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Designed & developed by C-DAC. Pune

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between M/S. AGARWAL & DOSHI ASSOCIATES, a Partnership firm, having its office at 1, Shanta Niketan, Raja Chatrapati Shivaji Marg, Virar (West), District Thane. hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the partners) of the FIRST PART.

SHRI/SMT. Jagdish B. Pancholi.
residing at C15, 401 Veena Nagar, L.B.S. Marg, Mulund (W)
hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the SECOND PART.
By and under diverse Agreements for sale and Development agreement, MR. LAKESH KAUL has purchased and acquired development rights respectively in respect of different pieces or parcels of lands bearing Survey No. 64, Hissa No. 1, Survey No. 71, Hissa No. 1,4,5,7,8,10 to 15, Survey No. 72, Hissa No. 1 to 16, 18, 19,21 Survey No. 73, Hissa No. 2, 4 to 11, Survey No.75, Hissa No. 3 to 7, 9 to 14, Survey No. 76, Hissa No. 1, 2, 4, 6, 8 to 12, Survey No. 77, Hissa No. 1 to 8, Survey No. 78, Hissa No. 1,4,5,6,8 to 15, Survey No. 79, Hissa No. 3 to 6, Survey No. 81, Hissa No. 274, 5, Survey No. 82, Hissa No. 1 (Part), 2, 3, 4, 6, Survey No. 83, Hissa No. 1 to 17, Survey No. 84, Hissa No. 1 to 5, Survey No. 85, Hissa No. 1,4,5 Survey No. 86, Hissa No. 1 to 5, Survey No. 85, Hissa No. 1,4,5 Survey No. 86, Hissa No. 1 to 5, Survey No. 85, Hissa No. 1,4,5 Survey No. 91, Hissa No. 2 to 8 lying, being and situate at Village CHULNE, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. I.
b) The said entire land has been amalgamated and converted into N.A. by the Office of Collector, Thane vide its Order, bearing No. REV/DESK-1/1-9/NAT/SR48/: 2004, dated 11-05-2004 and order bearing No. REV/K-1, T-9/NAT/SR-46/2005, dated 17/6/2005. c) Subsequent to the acquisition of the said lands and the conversion of its user as aforesaid Mr. Lakesh Kaul applied to the City and Industrial Development
Corporation of Maharashtra Ltd., being the planning authority, inter alia, in respect of the said lands for Development permission thereof and the said application was granted by the said CIDCO by its Order bearing No. CIDCO/VVSR/NAP/BP-1231/W/120, dated 1st April 2004, pursuant to which the CIDCO has granted development permission into 5 Sectors.

- d) The Commencement Certificate is granted by the City and Industrial Development Corporation of Maharashtra Ltd., to construct Resi. Buildings in Sector No. I Building No. 14, Sector No. II, Building No. 8 to 13, Sector No. III, Building No. 4 and 6 Sector No. V, Building No. 15 vide order No. CIDCO/VVSR/CC/BP-1231/W/2042, dated 24-6-2005.
- e) By an Development Agreement dated 21st February 2006 entered into between M/s. KAUL ENTERPRISES through its Proprietor MR. LAKESH KAUL (therein called "The Owner") of the First Part and M/S. AGARWAL AND DOSHI ASSOCIATES, a partnership firm (therein called "The Developers") of the Second Part and hereinafter called "The Builders", the said M/s AGARWAL AND DOSHI ASSOCIATES have agreed to develop the F.S.I. admeasuring 3,30,000 Square Feet (Built up area) or thereabout (together with the area of balconies and staircases) to be utilised on the land admeasuring approximately 15991.21 Square metres or thereabout of Sector II more particularly described in the Schedule "A" hereunder written out of portion of land bearing Survey No. 77, Hissa 4 (P), Survey No. 78, Hissa No. 11 (P), Survey No. 79, Hissa No. 4 (P), 5 (P), 6 (P), Survey No. 81, Hissa No. 2,3,4,5, Survey No. 82, Hissa No. 2, 3, 4 (Part), Survey No. 91, Hissa No. 7 (P), 8 (P), lying, being and situate at Village Chulne, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. I on the terms and conditions mentioned in the said agreement.
- f) The Owner has executed a Power of attorney in favour of 1) MR. BIPIN L. AGARWAL 2) MR. RAJENDRA S. SHAH Partners of M/s. AGARWAL AND DOSHI ASSOCIATES with a right to develop the same.
- g) The Builders are constructing building on the said land known as " in " AGARWAL & DOSHI COMPLEX" in the layout known as "KAUL HERITAGE CITY".
- h) The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises on ownership basis with a view ultimately that the Purchaser/s of the various premises along ith occupants of the other premises shall form a Co-operative Housing active of the company and the said plot of land together with the building/s the will be conveyed as herein provided.
- i) The Purchaser/s has / have demanded from the Builders for inspection of the aforesaid building/s plans, specification of and other decuments referred to above including the agreement and such inspection has been displayed to and taken by the Purchaser/s. The Purchaser/s has / have also satisfied himself/hereself/themselves about the same.

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- The Builders have engaged the services of M/s. AJAY WADE AND ASSOCIATES as a Architect and Mr. UMESH D. TAYSHETYE Structural & Civil Engineer for preparation of the structural drawings of the building/s and the Builders accepts the professional supervision of the Architect and Structural Engineer for the aforesaid building/s.
- have given inspection to the Flat / Shop Purchaser / s of all the documents of title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builders Architects M/s. AJAY WADE AND ASSOCIATES and of such other documents as specified under the Maharashtra ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer)Act. 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder, such inspection has been duly given to and taken by the Purchaser /s. The Purchaser/s has / have also satisfied himself/hereself/ themselves about the same.
- The Builders have supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flat, Rules 1964 as demanded by the Purchaser/s.

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

- The Builders shall construct the said building/s on the said plot of land more particularly described in schedule 'A' hereinunder written in accordance with the plans, designs, specifications approved by the concerned local authority with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them.
- The Flat/Shop Purchaser/s hereby agrees to purchase from the Builders and 2) the Builders hereby agrees to sell to the Flat/Shop Purchaser/s One Flat/ Shop bearing No. 402 admeasuring Sq. Meters (Carpet / Built up area) on fourth Floor in as shown in the floor plan thereof hereto annexed marked annexure in Building No. 10 'known as " AGARWAL & DOSHI COMPLEX in the lagout frown as KAUL HERITAGE CITY" (hereinafter referred to as The Fla (Rupees including price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common facilities which are more

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	particularly described in the benedule
3)	The said consideration of Rs. 22,38,150/7- (Rupees Twenty 1000 Jakh thirty eight thousand Seven hundred Fishly) shall be payable by the Flat/Shop Purchaser in the following manner:
	a) Rs. 51,000 -/- on booking of the Flat/Shop.
	b) Rs. 6.20,630 7- on or before completion of plinth.
	or whichever is earlier.
	c) Rs. 1.5C.712/7- on or before completion of FIRST SLAB.
	or, whichever is earlier.
	d) Rs. 1, 56,712/7- on or before completion of SECOND SLAB.
	or whichever is earlier.
	e) Rs. 1, 56, 712/7- on or before completion of THIRD SLAB.
	or whichever is earlier.
	f) Rs. 1.56712/7- on or before completion of FOURTH SLAB.
	or whichever is earlier.
	g) Rs. 1,56,712/7- on or before completion of FIFTH SLAB.
	or, whichever is earlier.
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	h) Rs. 1, 56, 712/7- on or before completion of SIXTH SLAB.
	or whichever is earlier.
	i) Rs. $\frac{1.56}{7}$ on or before completion of SEVENTH SLAB.
	or, whichever is earlier.
	j) Rs. 1,56,712/- on or before completion of EIGHTH SLAB.
	or whichever is earlier.
	k) Rs. 89.550 on or before completion of BRICK WORK.
	or whichever is earlier.
	1) Rs. 89,550/7- on or before completion of plaster finternal & external).
	The state of the s
	or whichever is earlied.
	m) Rs. 67, 62 7- on or before completion of ilogrin plumbing.
	or whichever is earlier.
	n) Rs. 67,162/ remaining before the possession of the Said Flat/Shop.
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- 4) The Builders hereby agrees to observe perform and comply with all the terms, 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, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop.
- 5) The Flat/Shop Purchaser/s agrees to pay to the Builder interest at 18% per annum on all the amounts which become due and payable by the Flat/Shop Purchaser/s to the Builders under the terms of this agreement from the date of the said amount is payable by the Flat/Shop Purchaser/s to the Builders.
- On the Flat/Shop Purchaser/s committing default in payment on due date of any amount due and payable by the Flat/Shop Purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flat/Shop Purchaser/s committing breach of any of the terms and conditions herein contained, the Builder 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 Builders unless and until the Builders shall have given to the Flat/Shop Purchaser/s fifteen days prior notice in writing of their 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/Shop Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

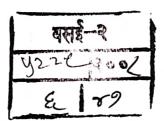
PROVIDED further that upon termination of this agreement as aforesaid, the Builders shall refund to the Flat/Shop Purchaser/s the instalments of sale price of the Flat/Shop which may till have been paid by the Flat/Shop Purchaser/s to the Builders but the Builders shall not be liable to pay to the Flat/Shop Purchaser/s any interest on the amount so refunded and upon termination of this agreement the Builders shall be at liberty to dispose off and sell the Flat/Shop to such person and at such price as the Builders may in their absolute discretion think fit.

7) The fixtures, fittings and amenities to be provided by the Builders in the premises and the said building/s are those that a seet out in Schedule "D" here under written.

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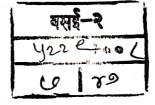
The Builders shall give possession of the Flat/Shop to the Flat/Shop Purchaser/ s on or before 30th day of June 200 1. The Builder shall handover the possession of the Said Flat/Shop to the Flat / Shop Purchaser/s only after realization of full sum due from the Flat / Shop Purchaser/s as per this agreement. If the Builders fails or neglects to give possession of the Flat/Shop to the Flat/Shop Purchaser/s on account of reasons other than beyond his/their control and of his/their agents as per the Provisions of Section 8 of Maharashtra Ownership Flat Act, by the aforesaid date or dates prescribed in Section 8 of the Said act, then the Builders shall be liable on demands to refund to the Flat/Shop Purchaser/s the amounts already received by them in respect of the Flat/Shop with simple interest at nine (9%) per cent, per annum from the date the Builders received 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 will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the Flat/Shop Purchaser/s he/they shall, subject to prior encumbrances, if any, will have charge on the said land as well as the construction or building/s in which the Flats/Shop are situated or were to be situated.

PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building/s in which that Flat/Shop is to be situated is delayed on account of:

- Non-Availability of steel, cement, other building/s 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.
- 9) The Flat/Shop Purchaser/s shall receipt possession of the Flat/Shop within seven days of the Builder giving notice to the Flat/Shop Purchaser/s intimating that the said Flat/Shop are ready for use and occupation.
- The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of RESIDENCE similarly the Shop purchaser shall use the shop or any part thereof or permit the same to be used only for the purpose of COMMERCIAL.

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Builder shall have right to form one or more societies for convenience. of Companies, as the case may be, or any other competent authority. The as may be required by the registrar of Co-operative Societies or the Registrar are made in draft bye-laws or the Memorandum and/or Articles of Association, shall be taken by the Flat/Shop Purchaser/s if any, changes or modifications Construction, Sale, Management and Transfer), Rules, 1964. No objection the Maharashtra Ownership Flat (Regulation of the Promotion of s under Section 10 of the said Act within the time limit prescribed by rule 8 to enable Builders to register the organisation of the Flat/Shop Purchaser/ same being forwarded by the Builders to the Flat/Shop Purchaser/s, So as and full fill and sign and returns to the Builder within seven days of the and for becoming a member, including the bye-laws of the proposed society formation and the registration of the society/societies or limited company and/or membership and other papers and documents necessary for the will also from time to time sign and execute the application for registration, CO-OPERATIVE HOUSING SOCIETY LIMITED. The Flat/Shop Purchaset/s limited company to be known by the name as building/s shall join in forming and registering the society /societies or a The Flat/Shop Purchaser/s alongwith other Purchaser/s of Flats/Shops in the

Developers, including the Builders herein in the said entire layout to be Pursuant to the Group Housing Scheme developed by the owner, all the

shall bear the expenses for formation and registration of Federal Society. and individual society shall not have any objection for the same. Each society conveyance in favour of the said Federal Society in respect of the said property be named as to be decided by the owner. The owner may execute the operative housing societies will form a Federal co-operative society and shall individual buildings/wing Co-Operative Housing Societies. All such coknown and described as KAUL HERITAGE CITY will form their respective

company is formed and the building/s transferred to it, the Flat/Shop and maintenance of the said land and building state society/limited sweepers and all other expenses necessary, and incidental to the management common lights, repairs and salaries of clerks, bill collegiors, chowkidars, by the concern local authority and to Government, water charges, insurance, and building/s namely local taxes setterment charges of such other levies s shall be liable to bear and pay the outgoings in respection the said land that the Flat/Shop is ready for use and occupation; the Hat/Shop Purchaser/ Commencing a week after the Builder inform to the Flat/Shop Purchaser/s

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Purchaser/s shall pay to the builders such share of ourgoings as may

- 14) The Flat/Shop Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts:
 - i) Rs. 250/- for legal Charges.
 - Rs. 350/- for Share Money, Application Entrance Fee of the Society or Limited Company.
 - iii) Rs. 500/- for formation and registration of the society or limited company.

 Rs. 1,100/- TOTAL
- The Builders shall utilise the sum of Rs.1,100/- paid by the Purchaser/s to the Builders for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Builders 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 cost of preparing and engrossing this agreement and the conveyance or assignment of lease.
- At the time of registration the Flat / Shop Purchaser/s shall pay to the Builders the Flat / Shop Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building/s to be executed in a society or limited company.
- 17) The Flat/Shop Purchaser/s himself/herself/themselfes with intention to bring all persons into whatsoever hands the Flat/Shop may come, doth hereby Covenant with the Builder as follows:
 - a) To maintain the Flat/Shop at the Flat/Shop thromasers own costs in good tenantable repair and condition from the date of possession of the Flat/Shop is taken and shall not do or suffered to be done anything in or to the building/s in which the Flat/Shop is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or

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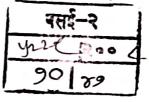
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any other authority or change/alter to make addition in or to the building/ s in which the Flat/Shop is situated the Flat/Shop itself or any part thereof.

- b) Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structures of the building/s in which the Flat/Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building/s in which Flat/Shop is situated, including entrances of the building/s in which the Flat/Shop is situated and in case any damage is caused to the building/s in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Flat/Shop Purchaser/s in this behalf, the Flat/Shop Purchaser/s shall be liable for the consequences of the breach.
- c) To carry at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same conditions, state and order in which it was delivered by the Builders to the Flat/Shop Purchaser/s and shall not do or suffering to be done any thing in or to the building/s in which the Flat/Shop is situated or the Flat/Shop which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat/Shop Purchaser/s committing any act the contravention of the above provision, the Flat/Shop Purchaser/s 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/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/s in which the Flat/Shop is sixuated and shall keep the portion, sewers, drains pipes in the Flat/Shop 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/s in which the Flat/Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. Pardis or other strike and alternatives in the Flat/Shop without the prior written permission or the Builder and/or the society/societies or limited company.
- e) Not to do or permit to be done any act or thing which may render void

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or voidable any insurance of the said land and the building/s in which the Flat/Shop is situated or any part thereof or whereby any increase 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 Flat/Shop in the compound or any portion of the said land and the building/s in with the Flat/Shop is situated.
- g) Pay to the Builders within seven days of demand by the Builders, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building/s in which the Flat/Shop 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/Shop by the Flat/Shop Purchaser/s viz. user for any purposes other than for residential or commercial purpose.
- i) The Flat/Shop Purchaser/s shall not let, sub-let, transfer, assign or part with Flat/Shop Purchaser/s interest or benefit factor of this agreement or part with the possession of the Flat/Shop until all the dues payable by the Flat/Shop Purchaser/s to the Builders under this agreement are fully paid up and only if the Flat/Shop Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat/Shop Purchaser/s has/have intimated in writing to the Builders.
- regulations which the society/societies or the limited company may adopt at its inceptions and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the Flats/Shops therein and for the observance and performance of the said building/s Rules, Regulations and bye-laws for the time being of the concerned logal authority and of Government and other public bodies. The Flat/Shop Purphaser/s shall also observe and perform all the stipulation and condition laid down by the society/societies/limited company regarding the occupation and used the Flat/Shop in the Building/s and shall pay and contribute regularly and purphaser.
- k) Till a conveyance of building/s in which Flat/Shop is situated is executed the Flat/Shop Purchaser/s shall permit the Builders and their

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प्रत्र (२००८) ११००८ १९०८ surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof.

- The Builders shall maintain a separate account in respect of sums received by the Builders from the Flat/Shop Purchaser/s as advance or deposits, sums received on account of the share capital for the formation of the Co-operative Society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which he has been received.
- 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/Shops or of the said plot of land and building/s or any part thereof. The Flat/Shop Purchaser/s shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builder until the said land and building/s is transferred to the society/societies/limited company as hereinbefore mentioned.
- Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Flat/Shop Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by Flat/Shop Purchaser/s nor shall the same in any manner prejudice the right of the Builders.
- The Flat/Shop Purchaser/s and/or the Builders shall present this agreement as well as the conveyance /assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the Builders will attend such office and admit execution thereof.
- All notices to be served on the Flat/Shop Purchaser/s as contemplated by this agreement shall be deemed to have been duly served at sent, to the Flat/Shop Purchaser/s, by registered post A.D. / Under Certificate of posting at his/her/their address specified below:-

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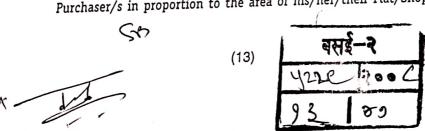
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- IT IS AGREED BETWEEN the Builders and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builders alone are entitled to construct dispose and sell the said additional F.S.I. construction and the Builders shall have exclusive right to construct, sale & realize the said additional construction, F.S.I. mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-operative Housing Society/societies shall be incorporated.
- It is agreed that the Builders shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to revise the building/s plans in respect of the said building/s and to utilise the total F.S.I. or any additional F.S.I. and the development rights available in respect of the said property by suitably modifying the plans in respect of the said layout as the Builders may desire and the Purchaser/s hereby irrevocably consents to the right of the Builders to revise and modify the Plans in respect of the said layout from time to time.
- In the event of any society/societies being formed and registered before 25) the sale and disposal by the Builders of all the premises, the powers and the authority of the society/societies or limited company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builders in respect of all the matters concerning the said building/s and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society/societies and/or Limited Company or Condominium of Apartment being formed earlier than the Builders dealing with or disposing of the said building/s on the said property then and in that event any allottee or Purchaser/s of premises from the Builders shall be admitted to such co-operative society/societies, limited company of Condominium of Apartment on being called upon by the Builders without payment of any premium or any additional charges save and except Rs. 250/- for the share money and Rs. 100% entrance fee and such allottee Purchaser/s or transference pereof shall not be discriminated or treated prejudicially by such co-operative society societies limited company or Condominium of Apartment as the case may
- The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builders to the Government or City and Industrial Development Corporation Ltd. or Grampanchayat or to any other public body in respect of the said property, the same shall be reimbursed by the Purchaser/s in proportion to the area of his/her/their Flat/Shop.



HINDG.NO.B/ TVDE

- The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Bolinj Grampanchayat or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Builders the same shall be paid by the Purchaser/s to the Builders in proportion to the area of the said premises and in determining such amount, the discretion of the Builders shall be conclusive and binding upon the Purchaser/s.
- The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builders under this agreement.
- 29) The Purchaser/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat/Shop.
- Until the execution of the Conveyance in favour of the organisation of the Purchasers, the Builders shall be entitled to put up hoarding/s on the said property or on the said building or buildings to be constructed on the said property and the said hoarding/s may be illuminated or may comprise of neon signs and for the purpose, the Builders are fully authorised to allow temporary or permanent construction or erections and installations either on the exterior of the said building or on the said property and the Purchaser/s agree/s not to object or raise any dispute in respect of the same.
- 31) Pursuant to the Group Housing Scheme developed by the vendor, all the developers, including the Builders herein in the said entire layout to be known and described as KAUL HERITAGE CITY will form for their respective individual building/wing or group of buildings Co-Operative Housing Societies and Federal or Apex co-operative society (hereinafter referred to as "the Apex Body") of all such co-operative housing societies will be formed and the said Federal co-operative societies shall be named as to be decided by the owner and the Apex Body shall be handed over all the common facilities and amenities in respect of the said layout and the Apex Body shall be entrusted with the repairs and maintenance of the said common facilities, amenities and service for the benefit of the members of co-operative societies and the vendor may execute or cause to be executed in favour of the said Apex Body a conveyance in the lands falling in said layout or shall in the alternative execute one of more deeds of Indenture of Lease for a period of 999 years and in such even the rent reserved shall be a nominal amount Rs.1/- per annum per huilding
- The stamp duty and registration charges (anti-all penalties, fines, levies and impositions thereon) whatsoever of and incidental to this agreement and of the Conveyance and other writings to be executed in pursuance hereof shall be borne and paid by the Purchaser/s alone. It is mutually agreed and understood by and between the Builders and the Purchaser/s that the Purchaser/s shall stamp this Agreement as required in law at their own risks and costs and shall immediately after the execution of this agreement, lodge the stamped copy of the Agreement handed over by the Builders to the

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Purchaser/s for registration with the concerned Sub-Registrar of Assurance and inform the Builders about the number under which and day on which the same has been lodged for registration alongwith a xerox copy of the lodgement receipt to enable the Builders or Power of Attorney Holder, within a reasonable time thereafter, to attend the office of the said Sub-Registrar of Assurance and admit execution thereof.

- The cable Television rights in the said Layout known as "KAUL HERITAGE CITY" are vested with M/s KAUL ENTERPRISES and their representative and the Flat / Shop Purchaser/s or the Co-Operative Housing Society Ltd., shall not entrust the said rights to any other person or persons, firm or any other body.
- The name of the entire layout shall always remain as Kaul Heritage City and shall not be changed by the Flat/Shop Purchaser/s or Co-Operative Housing Society or Association of Societies.
- The Builders shall have absolute right on the stilt area and common space in the said building and the Flat/Shop Purchaser/s shall not claim any right, title and interest in the said stilt and common space area.
- The Flat/Shop Purchaser/s shall be liable to pay the service tax or any other tax, if applicable on purchasing the Flat/Shop to be imposed by the Central and/or State Government or any other Government body at their own cost risk and expenses.
- The Shop Purchaser shall not construct the shed and/or close the otla by Fixing the grills etc. on the Front Side of the Shop.
- This agreement shall always be subject to the Provision of Maharashtra Cooperative Societies Act, 1960, with rules made thereunder and also the Maharashtra Ownership Flats (Regulation of the Promotions of construction, sale, Management and Transfer) Act, 1963.
- 39. The Courts of Vasai, Palghar and Thane will have exclusive jurisdiction in the matter.

THE SCHEDULE ABOVE REFERRED

F. S. I. admeasuring 3,30,000 Sq. ft. (Built up area) or thereabout (together with the area of balconies and stancases) to be utilised on the land admeasuring approximately 15991.21 Square metres or thereabout of Sector II out of portion of land bearing Survey No. 77, Hissa No. 4, (P), Survey No. 78, Hissa No. 11 (P), Survey No. 79, Hissa No. 4(P), 5 (P), 6(P), Survey No. 81, Hissa No. 2, 3, 4, 5, Survey No. 82, Hissa No. 1 (P), 2, 3, 4 (Part), Survey No. 91, Hissa No. 7 (P), 8 (P), lying being and situate at Village Chulne Taluka, Vasai, District Thane within the area of Sub-Registrar Vasai No. I.

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SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT/SHOP

Flat / Shop No. Leo 2, on the 4th Floor, admeasuring 59

Square metres (Carpet / Built up area), in 8 wing, in the building No.

No. known as "Norchid" in AGARWAL & DOSHI

COMPLEX in the layout known as "KAUL HERITAGE CITY" being constructed on N.A. land admeasuring 15991.21 Square metres or thereabout out of Survey No. 77, Hissa No. 4 (P), Survey No. 78, Hissa No. 11 (P), Survey No. 79, Hissa No. 4 (P), 5 (P), 6 (P), Survey No. 81, Hissa No. 2, 3, 4, 5, Survey No. 82, Hissa No. 1 (P), 2, 3, 4, (Part), Survey No. 91, Hissa No. 7 (P), 8 (P), lying being and situate at Village Chulne, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. I

SCHEDULE 'C'

TITLE CLEARANCE REPORT

THIS IS TO CERTIFY THAT I have investigated the title of N. A. land bearing Survey No. 77, Hissa No. 4, admeasuring 3890 Square meters, Survey No. 79, Hissa No. 4, admeasuring 1800 Square meters, Survey No. 79, Hissa No. 6, admeasuring 380 Square meters, belonging to 1) Mr. Rangnath Ramchandra Raut 2) Mrs. Sumati Narayan Raut 3) Mr. Mangesh Narayan Raut 4) Mrs. Kamal Chintaman Raut 5) Mr. Rajendra Chintaman Raut 6) Mr. Vijay Chintaman Raut 7) Mrs. Sudha Nilkanth Raut 8) Mrs. Tarabai Jagannath Raut 9) Mrs. Kalpana Keshav Raut 10) Mrs. Indumati Bhaskar Raut 11) Mrs. Sulochand Moreshwar Raut 12) Mrs. Vandana Vasant Mhatre 13) Mrs. Ashalata Harishchandra Kini 14) Mrs. Nisha Bhagwan Mhatre 15) Mr. Dwarkanath Laxman Raut, Survey No. 78, Hissa No. 11, admeasuring 800 Square meters, belonging to 1) Mr. Moreshwar Krishana Raut 2) Smt. Narmadabai Shantaram Raut Alias Vartak, Survey No. 79, Hissa No. 5. admeasuring 3590 Square meters, belonging to 1) Mrs. Mebal Paul Almeida 2) Mrs. Merrybai Domnic Machado 3) Mrs. Veronica Marcus Nunes, Survey No. 81, Hissa No. 5, admeasuring 660 Square metres, Survey No. 91, Hissa No. 8, admeasuring 3400 Square meters, belonging to 1) Merselin Duming Lusboa 2 Mr. Joseph Duming Lusboa 3) Mr. Stephen Duming Lusboa Mr. Pavlu Duming Lusboa 5) Mr. David Duming Lusboa 6) Mrs. Santan (Taomas Dias 2) Mrs. Isprot Albert Rebello 8) Mrs. Kosubai Joseph Naronha 9) Mrs. Flory Hapoleon Dougha 10) Mr. Cyril Philip Lopes 11) Mrs. Asunta Vincent Colaco 12 Mss. Sylvia Philip Lopes 13) Miss. Sherli Philip Lopes 14) Miss. Horma Philip Lopes, Survey No. 81, Hissa No. 2 admeasuring 760 Square metres, Survey No. 82 Hissa No. 2, admeasuring 1590 Square meters, belonging to Vinayak Kamchandra Thakur, Survey No. 81 Hissa No. 3, admeasuring 1770 Square metres, belonging to 1) Mr. Crijos Marcel Coutinho 2) Mrs. Felshan Marcel Coutinho 3) Mr. Xavier Marcel Coutinho 4) Mr. Rajan Marcel Coutinho 5) Mr. John Francis Coutinho

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6) Mr. Thomas Francis Coutinho 7) Mrs. Martin Daniel Coutinho 8) Mr. Judben Danial Coutinho 9) Mrs. Carol Andrew D'silva 10) Mrs. Abha Rajiv Gupta Survey No. 82, Hissa No. 1 (Part), admeasuring 1190 Square metres, belonging to Rojmerry Paskal Ghosal Alias Gonsalves, Survey No. 82, Hissa No. 4 (Part), admeasuring 1290 Square metres. belonging to 1) Santan Alice Nun 2) Julias Alice Nun 3) Philip Alice Nun 4) Johna F. Fernandes 5) Brazil Alice Nun 6) Catherin Anthan Nun 7) Stela Anthan Nun 8) Magdenin Anthan Nun 9) Theraza James Fernata 10) Domenic Jav Nun 11) Hadvin Jav Nun 12) Ioda Jav Nun 13) Steny Jav Nun 14) Christian Franci Nun 15) Rechard Francis Nun 16) Violet Shabir Jarboj 17) Migret Peter Fernandes 18) Lury Kimjos Bapista 19) Rosmary Regial Nun 20) Defal Refial Nun 21) Derira Steny Dikuma, Survey No. 82, Hissa No. 3, admeasuring 2200 Square metres, belonging to Francies Mingel Coutinho, Survey No. 81, Hissa No. 4, admeasuring 630 Square metres, Survey No. 91, Hissa No. 7, admeasuring 2020 Square metres, belonging to 1) Alex Antone Fernandes 2) Mr. Velentine Anthone Fernandes 3) Mrs. Margaret M. Fernandes 4) Miss. Michelle Marshal Fernandes 5) Miss. Murial Marshal Fernandes 6) Mr. William Anthone Fernandes 7) Mr. Felix Anthone Fernandes 8) Mrs. Dumantina Alice Bebi Alice D'silve 9) Mrs. Martin Winson Cornel 10) Mrs. Isprat Anthone D'silva, lying, being and situate at Village Chulne. Taluka Vasai, District Thane within the area of Sub-Registrar at Vasai No. I and the title thereof is clear marketable and without any encumbrances.

By an Agreement for sale dated 12-11-1991 and registered in the office of Sub-Registrar at Vasai No. I, at Serial No. Print - 4948/91, dated 12-11-1991, executed between 1) Mr. Rangnath Ramchandra Raut 2) Mrs. Sumati Narayan Raut 3) Mr. Mangesh Narayan Raut 4) Mrs. Kamal Chintaman Raut 5) Mr. Rajendra Chintaman Raut 6) Mr. Vijay Chintaman Raut 7) Mrs. Sudha Nilkanth Raut 8) Mrs. Tarabai Jagannath Raut 9) Mrs. Kalpana Keshav Raut 10) Mrs. Indumati Bhaskar Raut 11) Mrs. Sulochand Moreshwat Raut 12) Mrs. Vandana Vasant Mhatre 13) Mrs. Ashalata Harishchandra Kini 14) Mrs. Nisha Bhagwan Mhatre 15) Mr. Dwarkanath Laxman Raut (therein called "The Vendors") of the First Part And MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. Lakesh KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. Lakesh KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. Lakesh KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. Lakesh KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. Lakesh KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. Lakesh KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part (therein called "The Developers") of the Second Part (therein called "The Developers") of the

By an Agreement for sale dated 11-05-1990 and registered in the office of Sub-Registrar at Vasai No. I, at Serial No. Print - 2370/80 dat d 11-05-1990, executed between 1) Mr. Moreshwar Krishna Raut 2) Sut Narmadabai Shantaram Raut Alias Vartak (therein called "The Vendors") of the First Part And MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES has agreed to purchase the land bearing Survey No. 78, Hissa No. 11 on the terms and conditions mentioned

in the said agreement.

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By an Development Agreement dated 20-06-2003 and registered in the office of Sub-Registrar at Vasai No. 1, at Serial No. 3286 / 2003, dated 01/07/2003, executed between 1) Mrs. Mebal Paul Almeida 2) Mrs. Merrybai Domnic Machado 3) Mrs. Veronica Marcus Nunes (therein called "The Owner") of the First Part And MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES has agreed to develop the land bearing Survey No. 79, Hissa No. 5, on the terms and conditions mentioned in the said agreement.

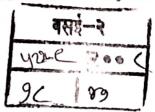
By an Agreement for sale dated 27/09/1991 and registered in the office of Sub-Registrar at Vasai No. I at Serial No. 1473/91, dated 27/09/1991 executed between 1) Merselin Duming Lusboa 2) Mr. Joseph Duming Lusboa 3) Mr. Stephen Duming Lusboa 4) Mr. Pavlu Duming Lusboa 5) Mr. David Duming Lusbao 6) Mrs. Santan Thoms Días 7) Mrs. Isprot Albert Rebello 8) Mrs. Kosubai Joseph Naronha 9) Mrs. Flory Hapoleon D'cunha 10) Mr. Cyril Philp Lopes 11) Mrs. Asunta Vincent Colaco 12) Miss. Sylvia Philip Lopes 13)Miss. Sherli Philip Lopes 14) Miss. Horma Philip Lopes (therein called "The Vendors") of the First Part And MR. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES has agreed to purchase the land bearing Survey No. 81, Hissa No. 5, admeasuring 660 Square metres, Survey No. 91, Hissa No. 8, admeasuring 3400 Square metres on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 27/02/2004 and registered in the office of Sub-Registrar at Vasai No. I, at Serial No. 01126/2004, dated 27/02/2004, executed between Vinayak Ramchandra Thakur (therein called "The Owner") of the First Part And MR. LAKESH KAUL, proprietor of M/S KAUL ENTERPRISE (therein called "The Developers") of the Second Par, MR. LAKESH KAUL, proprietor of M/s KAUL ENTERPRISES has agreed to develop the land bearing Survey No. 81, Hissa No. 2, Survey No. 82, Hissa No. 2, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 29/12/2004 and registered in the office of Sub-Registrar at Vasai No. I. at Serial No. 01887,0005 dated 28/03/2005, executed between 1) Mr. dailor Marcel Coutinho 2) Mrs. Felshan Marcel Coutinho 3) Mr. Xavier Marcel Continho,4) Mr. Rajan Marcel Continho 5) Mr. John Francis continho 6) Mr. Thomas Francis Continho 7) Mrs. Martin Daniel coutinho 8) Mr. Judben Danial coutinho 9) Mrs. Carol Andrew D'silva 10) Mrs. Abha Rajiv Gupta (therein called "The Owners" of the First Part And Mr. LAKESH KAUL proprietor of M/s KAUL ENTERPRISES (therein called "The Developers") of the Second Part, Mr. LAKESH KAUL proprietor of M/s. KAUL ENTERPRISES has agreed to develop the land bearing Survey No. 81, Hissa No. 3, on the terms and conditions mentioned in the said agreement.

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By an Agreement for sale dated 04/12/1990 and registered in the office of Sub-Registrar at Vasai No. 1, at Serial No. 1586/90, dated 04/12/1990, executed between Rojmerry Paskal Ghosal (therein called "The Owner") of the First Part And MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, Mr. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES has agreed to purchase the land bearing Survey No. 82, Hissa No. 1 (Part), on the terms and conditions mentioned in the said agreement.

By an Development agreement dated 09/09/2002 and registered in the office of Sub-Registrar at Vasai No. I, at Serial No. 04516/2002, dated 14/10/2002, executed between 1) Santan Alice Nun 2) Julias Alice Nun 3) Philip Alice Nun 4) Johna F. Fernandes 5) Brazil Alice Nun 6) Catherin Anthan Nun 7) Stela Anthan Nun 8) Magdenin Anthan Nun 9) Theraza james Fernate 10) Domenic Jav Nun 11) Hadvin Jav Nun 12) Ioda Jav Nun 13) Steny Jav Nun 14) Christian Franci Nun 15) Rechard Francis Nun 16) Violet Shabir Jarboj 17) Migret Peter Fernandes 18) Lury Kimjos Bapista 19) Rosmary Regial Nun 20) Defal Refial Nun 21)Derira Steny Dikuma (therein called "The owners") of the First Part And MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part Mr. LAKESH KAUL has agreed to develop the land bearing Survey No. 82, Hissa No. 4 (Part), on the terms and conditions mentioned in the said agreement.

By an Agreement for sale dated 20/09/1990 and registered in the office of Sub-Registrar at Vasai No. I, at Serial No. 1190/90, dated 20/09/1990, executed between Francies Mingel Kotian (therein called "The Owner") of the First Part And MR. LAKESH KAUL, Proprietor of M/S. KAUL ENTERPRISES (therein called "The Developers") of the Second Part, MR. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES has agreed to purchase the land bearing Survey No. 82, Hissa No. 3, admeasuring 2200 Square metres, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 05/11/2003 exercity ween 1) Alex Antone Fernandes 2) Mr. Velentine Anthone Fernandes 3) Mr. Largaret M. Fernandes 4) Miss. Michelle Marshal Fernandes 5) Miss. Murial Marshal Fernandes 6) Mr. William Anthone Fernandes 7) Mr. Felix Anthone Fernandes 8) Mrs. Dumantian Alias Bebi Alice D'silve 9) Mrs. Martin Winson Cornal 10) Mrs. Isprat Anthone D'silva (therein called "The Owners") of the First Part And Mr. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES (therein called "The Developers") of the Second Part Mr. LAKESH KAUL, proprietor of M/s. KAUL ENTERPRISES has agreed to develop the land bearing Survey No. 81, Hissa No. 4, admeasuring 630 Square metres, Survey No. 91, Hissa No. 7, admeasuring 2020 Square metres, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 21st February 2006, entered into between M/s. KAUL ENTERPRISES through its Proprietor of MR. LAKESH KAUL (therein called "The Owner") of the First Part and M/S AGARWAL AND DOSHI ASSOCIATES, a partnership firm (therein called "The Developers") of the Second Part, the said M/S. AGARWAL AND DOSHI ASSOCIATES have agreed to develop the F. S. I. admeasuring 3,30,000 Square feet. (together with the area of balconies and staircases) to be utilised in the land admeasuring approximately 15991.21 Square metres or thereabout of Sector II more particularly described in the Schedule "A" hereunder written out of portion of land bearing Survey No. 77, Hissa No. 4 (P), Survey No. 78, Hissa No. 11 (P) Survey No. 79, Hissa No. 4 (P), 5 (P), 6 (P), Survey No. 81, Hissa No. 2, 3, 4, 5, Survey No. 82, Hissa No. 1 (P), 2, 3, 4, Survey No. 91, Hissa No. 7 (P), 8 (P), lying, being and situate at village chulne, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. I, on the terms and conditions mentioned in the said agreement.

Sd/-

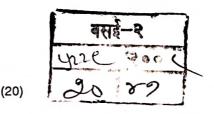
ADVOCATE

SCHEDULE 'D'

LIST OF AMENITIES (ONLY FOR FLATS)

- 1) Designer Kitchen trolley with kitchen cabinet.
- 2) Flooring in full flat.
- 3) Pop False ceiling in Living Room.
- 4) Concealed Plumbing.
- 5) One Water Tank.
- 6) Wash Basin.
- 7) Flush tank in W.C.
- 8) Full dado tiles in bath and W.C.
- 9) Electric wiring with sufficient points.
- 10) Attractive main door with attractive fittings
- 11) Aluminium sliding windows with Mathle frame.
- 12) Granite kitchen platform with 4'-0" dado tiles above kitchen platform wall.
- 12) Acrylic Distemper Paint in all the rooms.
- 13) Lift

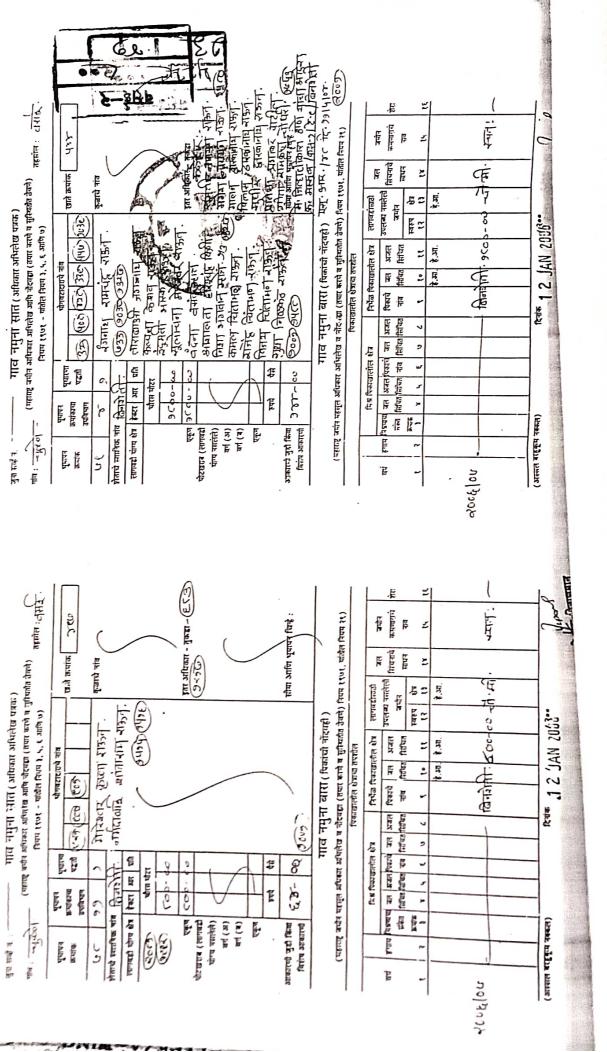


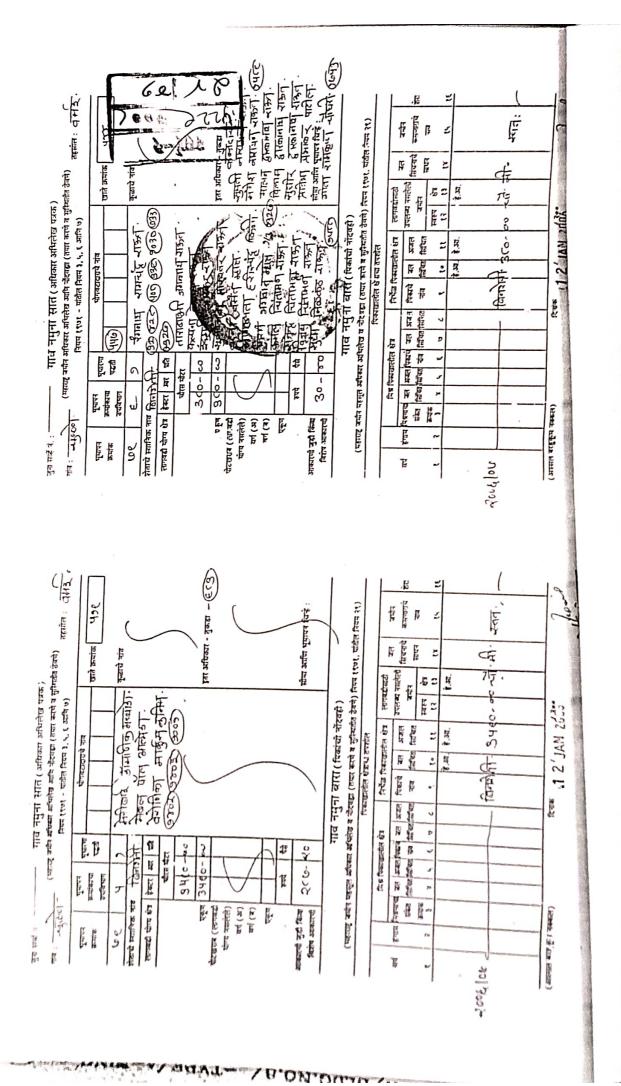


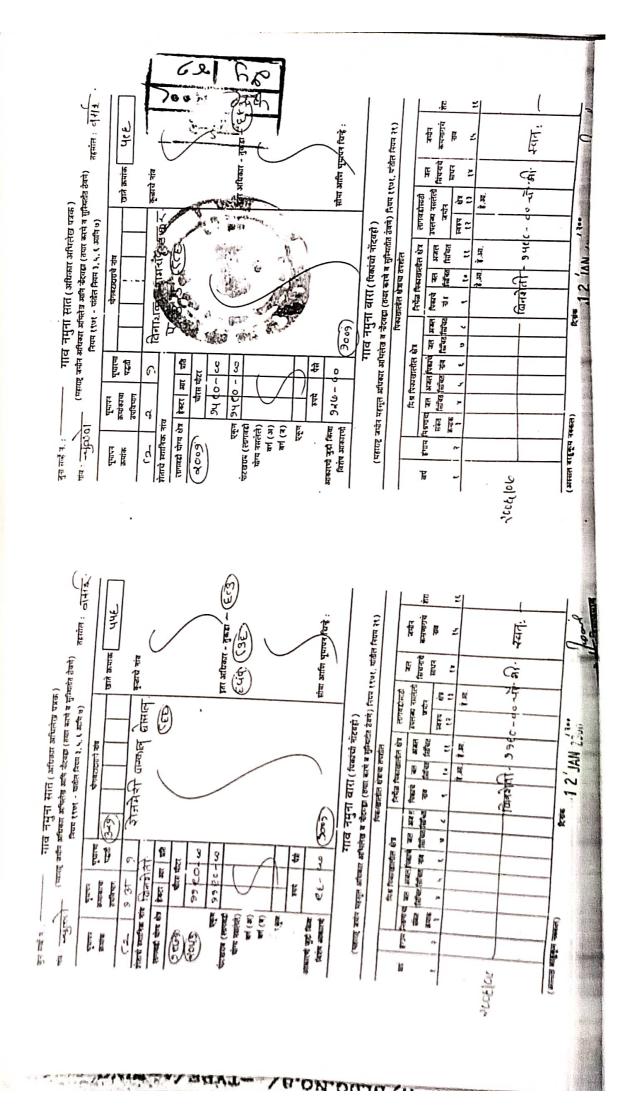
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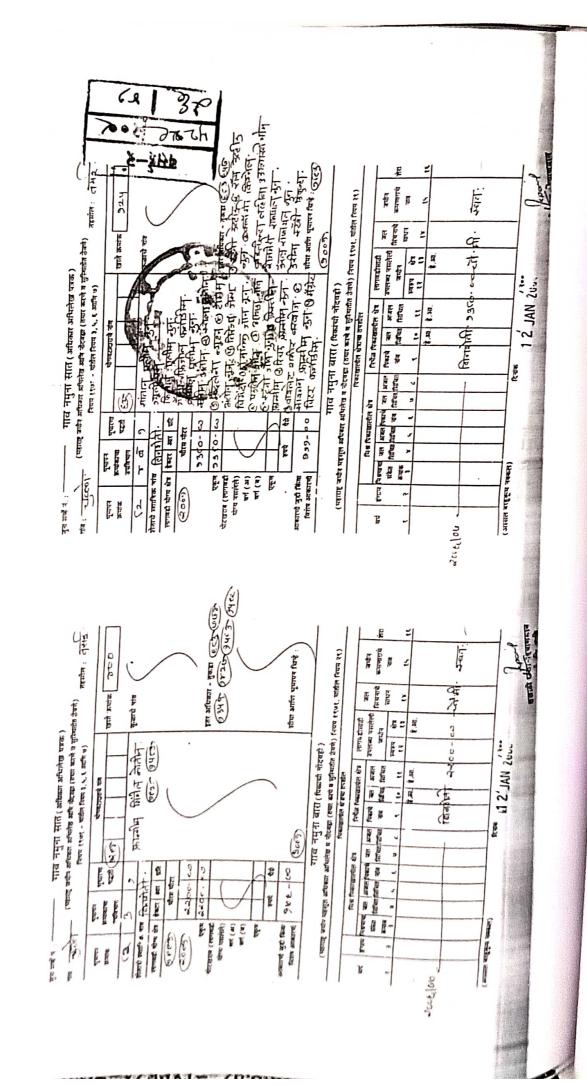
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SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST
HEREINABOVE WRITTEN.
SIGNED AND DELIVERED by the)
withinnamed "THE BUILDER") For AGARWAL & DOSHI ASSOCIATES
M/s. AGARWAL & DOSHI ASSOCIATES) a partnership firm
a partnership firm
in the presence of Rajendon S. Shab Partner / Authorised Sign.
1.
Name: Amida K patil Address: Virar (w) patil
Address: Viran (w)
2.
Name: Tolyka b. nowida
Name: ISWKA b. novida Address: viror (w)
SIGNED AND DELIVERED by the)
withinnamed 'THE PURCHASER/S')
SHRI/SMT. Jagdish B. Pancholi) - x July
)
)
in the presence of)
1.
2.
RECEIPT
RECEIVED the day and the year first hereinabove) written of and from the withinnamed PURCHASER/S,)
the sum of (Rupees Pifty one thoward
only)
as and by way of earnest money, paid by him/her/
them to us vide Cash/ Cheque No. 816198
dated 03.03.08. drawn on Bank of Parodo.
Mulund (W). Against Receipt No = 150.
WITNESSES :- For AGARWAL & DOSHI ASSOCIATES
1.
2.
Partner / Authorised Sign.
922 (21) Partner / Authorised Sign.
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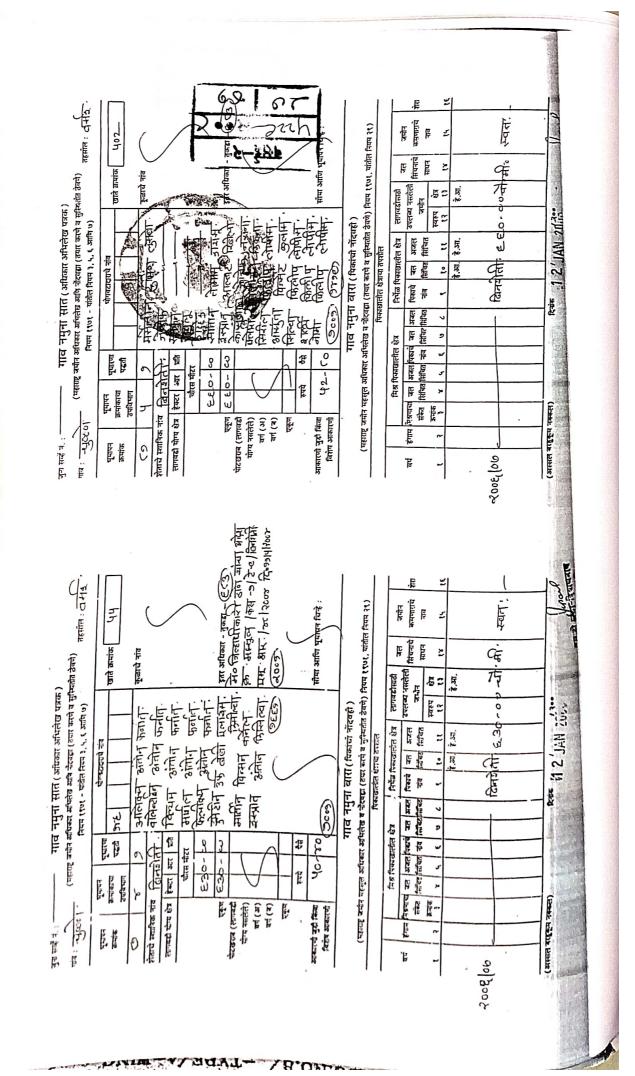
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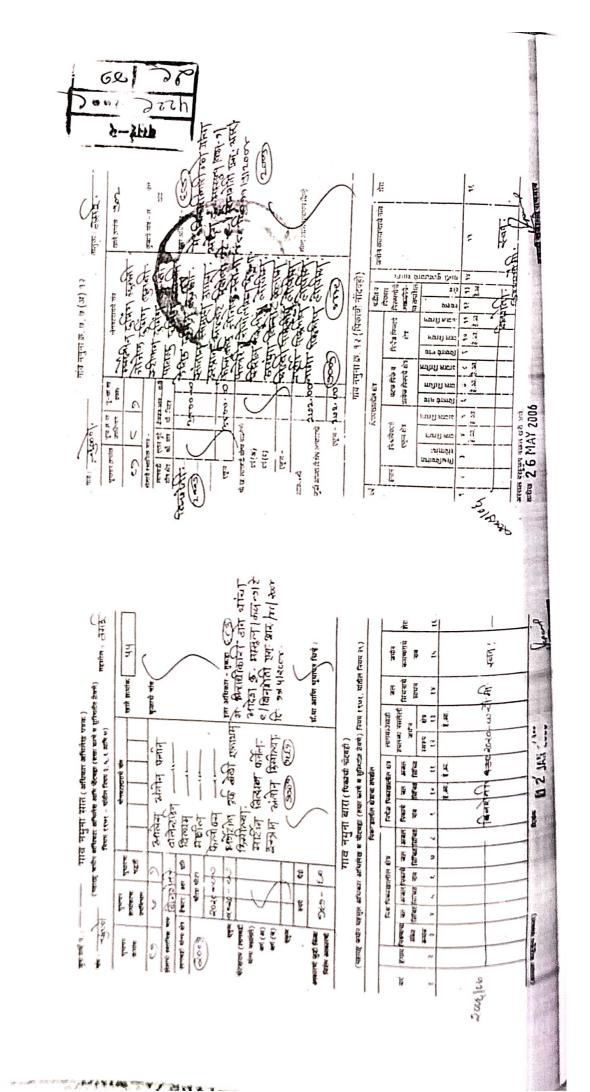






Ge 222h **2**—386 महमातः नुम्ह स्ति 336 कमपाग्रेच (महाराष्ट्र जमीन महमूल मिषका अमिलेख व नॉटबद्धा (तचार करणे व सुस्यितीत ठेवपे) नियम २ (५६१. योजेल नियम २१) सीमा आणि मूनापन/चिन्हे : ᆁ (A) (H) (E) Jara æ, सायन काते क्रमांक (महाण्यू बचीन अधिकार अपि तेख आपि नोंदवका (तथार करणे व मुस्तितीत ठेवने) कूळाचे नांव 序 अपतब्य नमतेतो ÆS , Y तागवडासाठी LIT. मानिस्य मानिस्य कार्यान्य कार्याय कार्य Reds 1.2 'JAIK 2.3" δ स्वरू गाव नमुना सात (अधिकार अभिलेख पत्रक) फ्लान तार्ड सरेलिन क्रेनी. गाव नमुना बारा (पिकांची नोंदवही) नियम १९७१ - मांवीत नियम ३, ५, ६ आणि ७) 3666 निर्मेख पिकाखातीत क्षेत्र अजन सिचित .. पिकाछातीत क्षेत्राचा तपशोत पिकाचे ज्ञत नाव सिंचित विनयेती. 2 톲 मिश्रणाचा चत अचतिषिकाचे चत अबत सिंच्य सिंच्य नंब सिंच्य निम्न पिक्तखातीत क्षेत्र E F စ္ Half-la ob-door चीरत मीटर तागवडी योग्य क्षेत्र हिक्टर आर 20000 203-E > मृपापन क्रमांकाचा उपविसाम (अस्सत बाहुकुम नम्बत्त) F क्रमाक ग्रेताचे स्वापिक संव दक्ष म् म् (अ) आकारणी जुडी किया विशेष आकारची 4 पोट**ख**ण्य (सागवह यांग्य नसतंते) العاد حاددها (SCHE) F. ना महीन .. क्रमास 44147 7 3008/00 The Sanatale इतर अधिकार - तुकद्म *—* <u>(८८३)</u> तहमानः वस्तर् teld. (महताकु बन्दोन महसूत अधिकार अधिनति व नोटका (ह या करणे व मुस्मितीत ठेवणे) नियम १९७१, योबीत नियम १९) कस्त्याचे SE SE 410 मीया आणि पूचापन चि सिवनावे Œ खाते क्रमांक सायन कुळाचे नांग (महाणू बनीन अधिका अभिनेत अवी ने देवका (तथा कार्य व मुरियति तेवने) 万 उपतन्य नसलेली E. त्यावदासदी अमीन गाव नमुना सात (अधिकार अधिलेख पत्रक) 12 'JAN 6463 3 म्बह्य विनामक नामचेर् राष्ट्र नियम १९७१ - चंदीत नियम ३, ५, ६ आमि ७) गाव नमुना वारा (रिकांचा नेंद्यहो) 999 10 8 B. S. (CB) निर्देख पिकाखातीत क्षेत्र रिकार्य | यत प्रयत 12 ະ रिक्वकारीत क्षेत्रचा दरशेत 世世 ٥ 12. 10 Ser. (9009) मेश्याच वत अयत प्रकार्व यत प्रकार क्षिक क्षिक क्षेत्र क्षिक क्षि निष्ठ पिक्स खालीत क्षेत्र 100 G # colon शिवचे म्हानिक नांच किन्द्रित्ते 12 THE THE मानवहीं चीन होते किया कर cerp e3-F प्यापन इत्योकाच्य उप्रिक्त (अल्बार महिता सम्बद्ध) F-416 福 1 E (SI) अस्ताची जुदी किया विशेष अस्ताची (x) प्रदेशकाय (साम्बद्धी सन्द सम्मेति) 2000 5 神田 丁門品 3005/00

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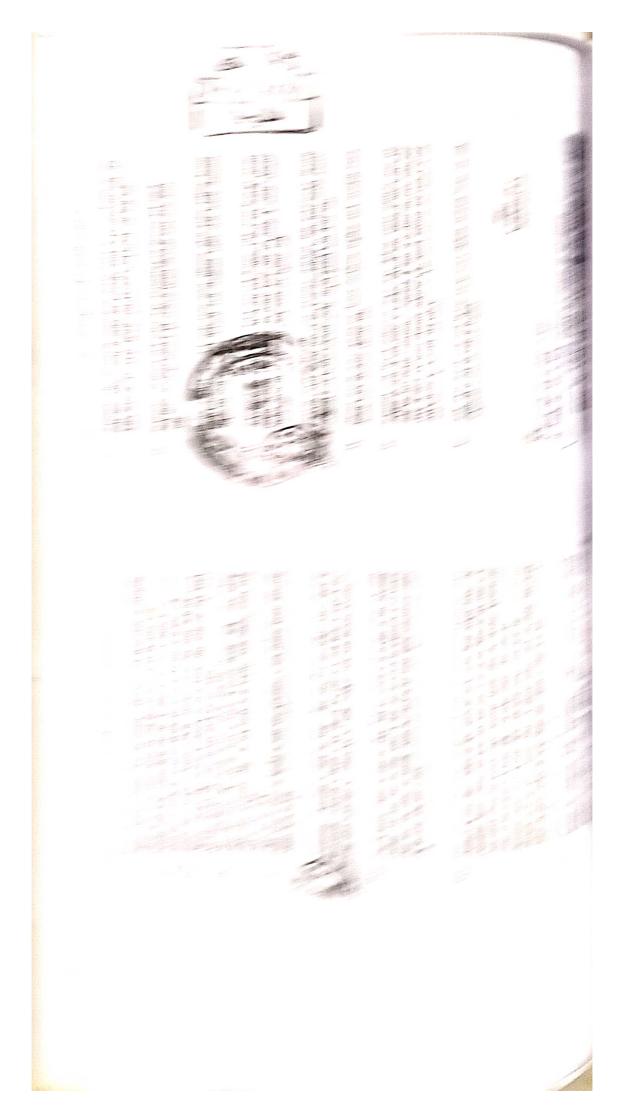
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त्रतः कार्यातर्यन संचिक प्रत :- अतो. इंतर सिडको, अधिका कमीरियन कॉम्प्लेया नववर गंड,वाई. प्रत :- तलाठी सना दिवाणमान पांचेकडे माहितीलाठी रचना प्रत :- मा आयुक्त,कोकन विमाग,कोकण भवन,नर्या मुंगई वांचेकडे महितीसात्री सविनर सादर

प्रत -- तानुका निरीक्षक मूनी अभिनंध वसई गांना माहितासार्वा पत आगातू पात्रांचणात पंत द्धर्मानीच्या याचर्तात अधिकार अभिनेच्याचे जतारे पात्रीवते पाहिन्तेत. अमिलेख यसई पांस तसे फळीवले पाहिजे. आणि त्यासंचत मंजूर नकाशे व गर्याग मोजनी की दित्ती अवल्यामुळे त्या वायतीत सदर तहीसलदाराने तानुका निर्मारक भूमी घेच्याची तजर्वज केती पारिजे. जर्मान ताव्यात असलेल्या व्यर्खात दर्गानींगी

1/5/03 <u>\$</u> PF/32 1660-00 क्षेत्र (ची.मी.)श्रीआंखार : 160-00 660-00 430-00 610-00 1010-00 00-0571 00-0438 00-0581 00-033 1640-00 1640-00 9 पारुक्त पॉन तेगॉय र्शनेयत फ्रान्सीस कोतीन य इतर ४ 割 केतशानचाई मर्रोतिन कोतीन च इतर १ केत्रगानवाई मरोतिन जोतीन व इतर १ धितृत मिगंत शिकेर च इतर ४ जोस्पीन अंतोन परंत च इतर ३९ फेलशानबाई मसेतिन कोतीन व इता १ राष्ट्रायत फ्रान्सीस नेमीस व इतर ७ दिख्टा मायकत सिकेर व इतर ८ फेत्रशानराई मसीतिन कोतीन व इतर १ मेरी अंथीन नुद्रीक य इतर १३ मी क्लेमंट लुदीक व इतर 18 स्तेता मार्शत परेश व इतर ५

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(3/2010) (3/2)

ITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasal (East), Dist. Thane - 401 210. PHONES: [Codo . 95250] 2390486/2390487 . FAX: [Codo . 95250] 2390466

Rel. No. CIDCU/VVSR/CC/BP-1231/W/Z042

2-1/06/2005

To. Shri Lakosh Kaul, M/s. Knul Enterprises, 101, Shreeji Chembers, 60. Janmabhoomi Marg, Fort. Mumbai : 400 001.

Commencement Certificate for the proposed Resi,/ Resi, with Shopline Buildings in Sector No.I, Bldg.No.14, Sector-II, Bldg.No.8 to 13, Sector-III, Bldg.No.6 & Sector-V. Bldg.No.15 and Amended plan approval of Bldg. No.3 in Sector-I & Bldg.No.6 & 7 in Sector-III on land bearing S.No.64, H.No.1 S.No.71, H.No.1 45,7.8, 10 to 15, S.No.72, H.No.1 to 16, 18, 19, 21, S.No.73, H.No.2, 4 to 11, S.No.75, H.No.3 to 7, 9 to 14, S.No.76, H.No.1, 2, 4, 6,8 to 12, S.No.77, H.No.1 to 8, S.No.78, H.No.1, 4,5,6,8 to 15, S.No.79, H.No.3 to 6, S.No.81, H.No.2,4,5, S.No.82, to 15, S.No.79, H.No.3 to 6, S.No.81, H.No.2,4,5, S.No.82, H.No.1 (Pt), 2,3,4,6, S.No.83, H.No.1 to 11, S.No.84, H.No.1 to 5, S.No.85, H.No.1,4, S.No.86, H.No.2/Pt.,3,7,8, S.No.90, H.No.4 to 8, S.No.91, H.No.3 to 8 of Village Chulne, Tal. Vasai, Dist. Thane.

NOC for N.A. issed by this office vide letter No. CIDCO/VVSR/NAP/BP-1231/W/120, dated 1/04/2004.
N.A. Order No.REV/D-1/T-9/NAP/SR-78/98, dated Ref: 1.)

2) 27/07/1999 from the Collector, Thane.

No. REV/D-1/T-9/NAP/SR-48/2004 dated Order 3) N.A. 11/05/2004 from the Collector, Thane.

No. REV/D-1/T-9/NAP/SR-40/2005, dated order 4) 17/06/2005 from the Collector, Thane

Commencement certificate No.CIDCO/VVSR/CC/BP-1231/W/ 1604, dated 3/03/2005. 5)

T.I.L.R. M.R.No.494/2003, dated 4/09/2003 etc. 6)

NOC for construction work from Navghar-Manickpt 7) Municipal Council vide letter dated 22/12/1998.

Assurance letter from Navghar-Manickpur Municipal Council vide letter dt.1/09/2004 & 12/05/2005 for potable water supply. 8)

9)

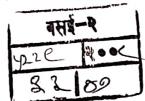
EE(BP-VV)'s Report dated 12/01/2004 Appeal order No.SM/IPS-1297/261/C.No. 14/97/UD-12, dated 12/05/1998. 10) dated 12/05/1998. Your Licensed Surveyor's letter

da tred 24 '06/2005. 11)

Sir/Madam,

Development Permission is hereby granted Under Set. 45 of Mahar-ashtra Regional and Town Planning Act, 1966 (Mah) XXVII of 1766) to Shri Lakesh Kaul, M/s. Kaul Enterprises Contd...2/-

GD, OFFICE: 'NIRMAL', 2nd Floor, Nariman Point, Mumbal - 400 021. Phono : 2202 9197 • Fax : 00-91-22-2202 2509 ADOFFICE: CIDCO Bhavan, CBD-Belapur, Navi Mumbal - 400 614. Phone: 5591 8100 • Fax: 00-91-22-5591 8166



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED Ambila Commercial Complex, Second Floor, Vasor (Sail), Dist, Indine - 401-210, PHONES - (Code - 95250) 2390466/2390467 - FAX : (Code - 95250) 2390466

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LITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

02000

Ambika Commercial Complex, Second Floor, Vasal (East), Dist. Ihane - 401 210.



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12426.80	T=tal BUA: 12426.80	Total 267 Flats	Total 2		-
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1251.57	Pt_Stilt+ 7	Flats.			
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4847.96	Total BUA:	25 Shaps.		Total 84 Flats &	
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1452.53	Pt_Stilt+ 7	28 Flats &	H		
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1728.75	Pt.Stilt+ 7	28 Flats &	6	with 3	SECTOR-I. 1. Resi. with
(In sq.mt)	FLOORS (1	TYPE TENEMENTS		1	
B.U.A.	NO. OF	BLDG.NO. OF	•	TINANT BLDG	Sr. PREDOMINANT
			taings.	amended ou	Details of Amended outlaings.

This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year commencing from the date of its issue.

You shall give a copy of the approved plan to the housing society after its formation under intimation to circo.

PHCNES | |Code - 95250| 2390486/ 2390487 • FAX : |Code - 95250] 2390466

Sel No

Date :

...

revalidation shall be obtained as por section 48 of HRTP Act distinctively for each building. of commencement certificate for each building distinctively. The This amended plan is valid for one year from the date of issu

after provision of polable water The Occupancy Certificate for the buildings will be issued unl is made available to each

cate condition it shall be lawful to the planning authority t direct the removal or alteration of any structures erected on Notwithstanding anything contained in the commencement certifi use contrary to the provisions of this grant within the specifi

THE TANK A STATE OF THE PARTY O

location accessible to the Municipal sweepers, to store/dum solid waste in 2 compartments of 0.67 CUm. 41.33 CUm. capacity for every 50 tenements or part thereof for non-bio degradable bio-degradable waste respectively. You are required to provide a solid waste disposal unit at a

The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.

rou shall submit detailed proposal in consultation with Engineering Department, CIDCO for rain water harvesting and soliwaste disposal to treat dry and organic waste separately by design department before applying for plinth completion certifi

for You shall obtain revised EE(BP & VV)'s report before applying ist bldg. of newly approved buildings in Sector-II.

before applying for 1st bldg, of newly approved buildings in You shall submit fresh combined water assurance certificate

Community Centre building on CFC Plot to be completed before applying for occupancy certificate of 3rd building.

Contd...5/-

JIY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED Ambita Commercial Compler, Secand Floor, Vasar (Earl), Dist. Thome - 401-210. PHONES : [Code - 95250] 2390486/2390487 • FAX : [Cade - 95252] 2350466.

Ret No.

7/12 extract with entries in Hunsubmitted before applying for Island ings in Sector-II. In respect of all lands gifted to Municipal Council frost conscils favour to pproved build

Encl: a/a.

c.c. to :

1. M/s. Ajay Wade & Associates Vasai Road(W), Tal. Vasai. A/6. Sai Tower. Ambadi Road. Dist. Thane.

The Collector, Office of the Collector, Thane.

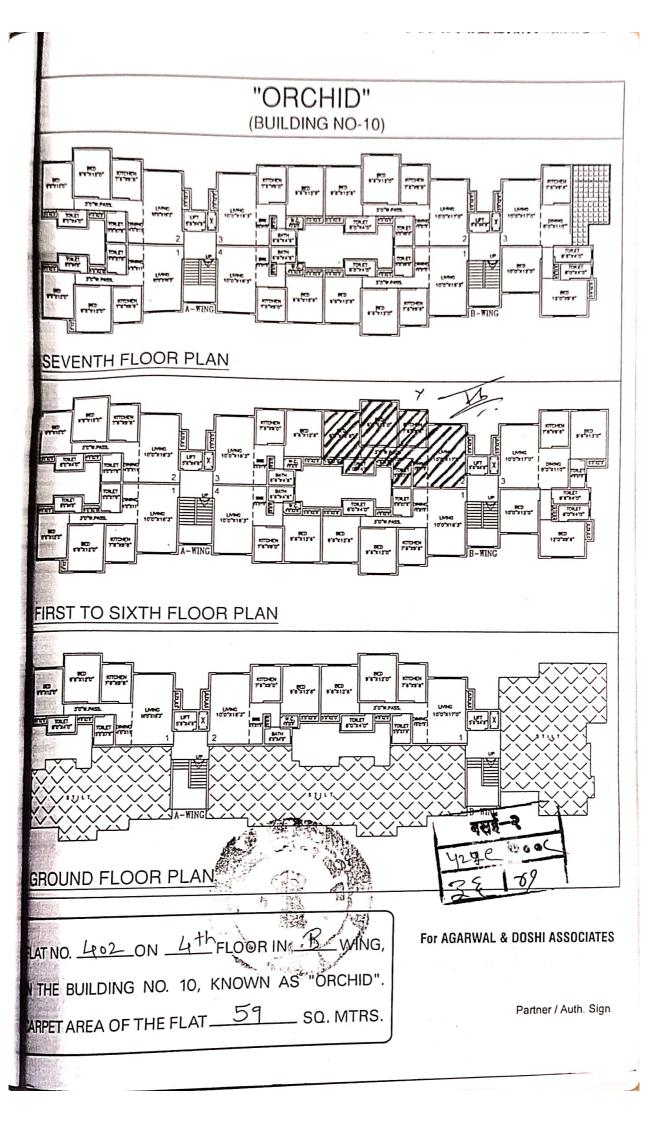
3. The Tahasildar Office of the Tahasildar, Vasai.

The Chief Officer. Navghar-Manickpur Municipal Council.-

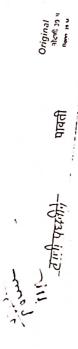
S. CUC (VV) For information please.

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PLANNER/ADDL. TPO (H thfully.



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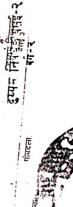
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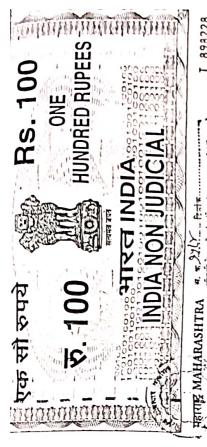
आपणास हा दस्त अंदाजे

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TO ALL TO WHOM THESE PRESENTS SHALLCOME WE 1) MR.RAMBABU ? P. AGARWAL, 2) MR.BIPIN L. AGARWAL. & 3) MR. RAJENDRA S. SHAH having office at 1, Shanta Niketan, Opp. Petrol Pump, Agashi Road, Virar (W) 401 303, Indian Inhabitant SEND GREETINGS. प्रचानाबारक मुत्रांक जेकती 3 1 MAY 2007.

11.3 JUN 2007

मी जिल्ला मुर्जाल दिन्दिशी करोगिकार

श्रीयती हेक्टनी यां.हांडेज (दरवाना घा १३ टि॰००)

विधीने हिसामा- हिमार, ता. बबड़े, जि. हाजे

षांना रक्टम वष्ये , ३०० .. मात्र हुट्रांक पंपर डिकटा

Sub-Treasury Officer

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(Bldg.No.11), OLIVE (Bldg.No.12), LAVENDER (Bldg.No.13), & ROSE (Bldg.No.15)situated at Survey No.77,78,79,81,82,891,Village-Chulne Bldg, Named 'JASMINE (Bldg.No.8), ORCHID (Bldg.No.10), ASTER 1)We are authorized signatories of Ms AGARWAL & DOSHI ASSOCIATES. Taluka : Vasai, Dist : Thane.

2)The said firm carries on business interalia as Builders and Developers and in the course of its business all the Partners have to execute Agreements for sale of Flats & Shops and other premises.

3) Such Agreements are required to be Registered with the Sub-Registrar of Assurances at Vasai - Virar.

4)We are desirous of appointing I) Mr.Jagdish Patil II) Mr.Rajendra and lawful attorney for our and in our name and on our behalf to and lawful attorney for our and in our constant and things.

do execute and perform the following acts , deeds, matters and things.

PTO (III) Mr.Mahesh Yashwant Joshi , IV) Ms.Priti Rajendra Shah V) Ms. Chitra Satish Naik & VI) Mr. Ravi Chauhan to true Vardhman Shah

S. AVA.

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constitute and support () Mr. Jagdan D. Patt 2) Mr. Rajendra V. Shah, VI) Mr. Ralendra V. Shah, VI) Mr. Ralendra V. Shah, VI) Mr. Ravi Chauhan (horonaflor to as The Said Altornoy') to be our fue and lawful Altornoy for us in our name and on by behalf to be do execute and perform the following acts, deeds, matters, and

1) To lodge the Agreement for sale of the Flats, Galas & Shops and other premises (executed herein-before by us or to be executed hereinafter by us) for registration and to admit execution of the same on my behalf and for Purpose to appear before the Sub-Registrar of Assurances at Virar.

 For any and all purposes mentioned hereinabove to sign and Execute all such documents writings, undertaking, application and other paper as may be necessary the name of Purchaser.

things that may be necessary and convenient for all or any of the Purpose mentioned aforesaid and for giving full effect to the authorities 3. AND GENERALLY TO DO and perform all acts, deeds, matters, ereinbefore contained as fully and effectually as We could in our ersons do.

Miness where of these presents in Miness where of these presents in Miness where of the man and man an AND I HEREBY AGREE TO RETIFY AND CONFIRM whatsoever the said 2) MR. BIPINI, ACARIWA set our name and hand a





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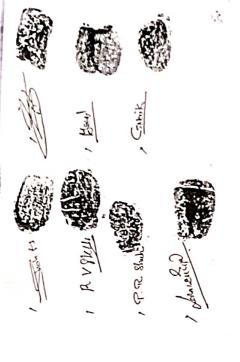
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(3) Mairak Joshi (6) Prit shak (5) Chitra Harit (c) Ravi Clauther



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दस्त क्र 5229/2008

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:स्त क्रमांक : 5229/2008 स्ताचा प्रकार: करारनामा

नुक. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा उसा

नाव जगदीश बी पचाला - -पताः घर/फर्लेट नंः सी/5-401 नाव जगदीश बी पंचीली - -गल्ली/रस्ताः -

ईमारतीचे नावः विणा नगर

ईमारत नं: -पैव/वसाहतः -शहर/गावः मृतुंड प

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वय सही

तिहून घेणार





पॅन नम्बर: ANRPP-3174-A नाव मे.अगरवात ॲन्ड दोषी असो तर्फे भागिदार राजेंद्र एस शहा तर्फे कु मु जगदीरा पाटील - -पत्ताः घर/फ्तेंट नं: 1

गल्ली/रस्ताः -ईमारतीचे नावः शांता निकेतन

ईमारत नं: -पेठ/वसाहतः -शहर/गाव: टि लिहून देणार 23







दस्त गोषवारा भाग - 2

वसइ2 वस्त क्रमांक (5229/2008)

दस्त क्र. [वसइ2-5229-2008] चा गोषवारा बाजार मुल्य :1430160 मोबदला 2238150 भरलेले मुद्रांक शुल्क : 116930

दस्त हजर केल्याचा दिनांक :28/04/2008 04:10 PM निष्पादनाचा दिनांक : 22/04/2008

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 28/04/2008 04:10 PM शिक्का क्र. 2 ची वेळ : (फ़ी) 28/04/2008 04:13 PM शिक्का क्र. 3 घी वेळ : (कबुली) 28/04/2008 04:14 PM शिक्का क्र. 4 ची वेळ : (ओळख) 28/04/2008 04:14 PM

पावती क्र.:5236 दिनांक:28/04/2008 पायतीचे वर्णन नांव: जगदीश वी पंचोली - -

22390 :नोंदणी फी :नक्कल (अ. 11(1)), पृष्टांकनाची नक्क 820 (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

23210: एकूण

दस्त नोंद केल्याचा दिनांक : 28/04/2008 04:14 ओळख :

खालील इसम असे निवेदीत करतात की, द्रेणा-यांना व्यक्तीशः ओळ्खतीत

व त्यांची ओळख पटवितात. 1) अनिता पाटील - - ,घर/फ़्लॅट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -ईमारत नं: -

पेठ/वसाहत: -शहर/गाव: विरार तालुका: वसई पिन: -

2) ईजास शेख - - ,घर/फ़लॅट नं: वरीलप्रमाणे

ईमारतीचे नावः -

ईमारत नं: -पेट/वसाहत: -

शहर/गाव:-तालुका: -पिन: -

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हरनाक्रमांस व वर्षः ५२२२४ १२०५३

सुची क्र. टोन INDEX NO. II

संदर्भा हा ह

Plegn 69 m.e

गायाचे नाव : चुलगे

हरू विलेखाचा प्रशार, मोक्टल्यार स्वरूप हरू लगाया व बाजासमार (मार्ट्सपट्ट्याच्या बाबरीत घटटाकार आवारणी देती की घटटेटल है जमुद्र बलावे मोबदला है 2,206,150,00

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क्षान्याम्

😢 कुन्मामन, मेरिकिन्सा क व्यवक्रमांक 🤫 लई क्र. १२१ कि.म. वर्षी, १९६० — वर्णम. मी.स. चुकणे... सदनिक क्र. - बी/402 , व्योखा मजना , ऑदिंड अगरवाल अन्य दानी कांगजीवन , कि न-10.

जगदीर वी पंजाली - -: घर/प्रतिट न: सी/5-401: गल्ली/रस्ताः -: ईमारतीये नावः यिणा

(38 29-8

(1) 59:00 की भी कारपेट

[4] अत्कारणी किन्न जुडी टेप्यात क्षांस राजा

(E) देस्तांच्या बस्य देखा-द्रा : १ अगस्यास अन्द दोषी असी तमे गामिदार राजेंद्र एस शहा तमें कु मु जगदीश पाटील - -: महोद्यालाई र लंगूर्ण प्रतः त्राष्ट विक्रेया। कार्यप्रतिह र १ यसमी रस्ता। , हिमारशेष्ट नाव। शाता सिक्षेत्रनः, ईसारते नः । प्रोठ/वसाहतः -;

दिवाणी न्यान्सास्याच्या हुतुमनामा अस्तर्भगतः, विराग च तालुका दागई, चिन . प्रेन तस्वर AAMFA-4952-D वित्व अटह असम्यास, प्रतिवादीर नत र संपूर्ण पत

(ह) इस्तएदच हज्य बोम्बा-या पक्षकार्ग्हे नार द संपूर्व पता किया । नगर, ईमारत ने ः, पेठावसाहतः । शहर,(गायः मुलुंढ पः, तालुकाः मुंबई,पिन ८०; पेन नम्बरः द्विवाणी नाजालयाचा हुकुमनामा अभन्न २०१६-० तिता बाटक क्रमल्याम, वाटीहे नाव व संपूर्ण पता

(17) SE-110 (

करन दिखादा १८००८८३

र्नाटणीया २७/५४/२०५६

(१) अनुसमातः, खंड व पृष्ट

5229 /2006

(11) बाजारमावधमाणे मुद्रांक शुल्क

₹ 116906.50

(११) बाजस्मवाप्रमाण नीटणी

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Page 1 of 1

BARITA REPORTS VERSION 5.2.8

Orchid (Agarwal & Doshi Complex) Co-Operative Housing Society Limited

(Registered under the Maharashtra Co-op. Hsg. Society Act, 1960)
Registration No. TNA/VSI/HSG/(TC)24467/2012 Dated 11-09-2012
Kaul's Heritage City, Chuine, Vasai (West), Thane - 401202.

TIFICATE ded into 1,000 Shares o	f Rs. 50/- Each
IR. JAGDISH B. PANCHOLI	f Rs. 50/- Each
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