



पावती

Original/Duplicate

Tuesday, March 25, 2014

नोंदणी क्र.: 39म

9:35 AM

Regn.:39M

पावती क्र.: 3369 दिनांक: 25/03/2014

गावाचे नाव: वडवली

दस्तऐवजाचा अनुक्रमांक: टनन2-2527-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अविनाश गोपीवल्लभ शर्मा

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2080.00

पृष्ठांची संख्या: 104

एकूण:

₹. 32080.00

आपणाम मूळ दस्त, थंबनेल प्रिंट व सीडी अंदाजे 9:47 AM ह्या वेळेस मिळेल.

सह दुय्यम निदेशक, ठाने क्र. २
Joint Sub Registrar, Thane २

बाजार मुल्य: ₹. 3765510/-

मोबदला: ₹. 1837500/-

भरलेले मुद्रांक शुल्क: ₹. 226000/-



1) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH002063754201314M दिनांक: 20/03/2014

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: ₹ 2080/-

Csl
दस्त मिळाला



25/03/2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 2527/2014

नोंदणी :

Regn:63m

गावाचे नाव : 1) वडवली

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	1837500
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3765510
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा.इतर वर्णन ; इतर माहिती: मौजे वडवली, ता. व जि. ठाणे येथील सर्व्हे नं. 72/2, 73/1, येथील पेरिविकल कॉम्प्लेक्स, बिल्डींग नं.बी मधील सदनिका क्र.601, 6वा मजला, क्षेत्र 536 चौ. फु. कारपेट क्षेत्र हा या कराराचा विषय आहे.((Survey Number : 72/2, 73/1, ;))
(5) क्षेत्रफळ	1) 59.77 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स. एस. एस. एम. बिल्डर्स अॅण्ड डेव्हलपर्सचे प्रो. प्रा. सुरेश शालिक म्हात्रे तर्फे कबुली जबाबा करिता कु. मु. म्हणून महेश चंद्रकांत वाघमारे वय:-29; पत्ता:-प्लॉट नं: 9,, माळा नं: तळ मजला, इमारतीचे नाव: सुष्टी को.ऑप.हौ.सो., ब्लॉक नं: -, रोड नं: कोलबाड, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-ALRPM4456E
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-अविनाश गोपीवल्लभ शर्मा वय:-43; पत्ता:-प्लॉट नं: 701/8,, माळा नं: -, इमारतीचे नाव: कृष्णा ग्रीनलॅंड पार्क, ब्लॉक नं: -, रोड नं: जी.बी. रोड, कासारवडवली, ठाणे, . पिन कोड:-400615 पॅन नं:-ANMPS3918E 2): नाव:-श्रुति अविनाश शर्मा वय:-36; पत्ता:-प्लॉट नं: 701/8,, माळा नं: -, इमारतीचे नाव: कृष्णा ग्रीनलॅंड पार्क,, ब्लॉक नं: -, रोड नं: जी.बी. रोड, कासारवडवली, ठाणे, . पिन कोड:-400615 पॅन नं:-BHKPS1692C
(9) दस्तऐवज करून दिल्याचा दिनांक	21/03/2014
(10)दस्त नोंदणी केल्याचा दिनांक	25/03/2014
(11)अनुक्रमांक,खंड व पृष्ठ	2527/2014
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	226000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



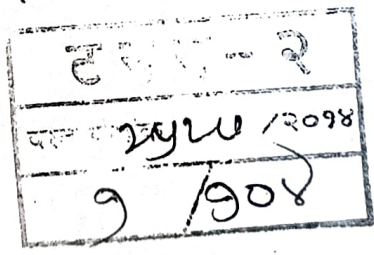
महाराष्ट्र शासन- नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन 2014

1. दस्ताचा प्रकार : करीब 11/11 अनुच्छेद क्रमांक 28
2. सादरकर्त्याचे नांव : अविनाश जी. शर्मा
3. तालुका : राज
4. गावाचे नांव : वडवती
5. नया/पुराणा कर्मांक / सर्व्हे क. / अंतिम मुखंड क्रमांक : 72/2, 73/1
6. मूल्य दरविभाग (झोन) : 13/48 10/4 उपविभाग 13/48 10/4
7. मिळकतीचा प्रकार :- खुली जमिन निवासी कार्यालय दुकान औदयागि
प्रति चौ. मी. दर - 60,000 - - -
8. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ : 536 कारपेट/ ~~निवड~~ चौ. ~~मीटर~~ / फुट
9. कारपार्किंग : _____ गच्ची : _____ पोटमाळा : _____
10. मजला क्रमांक : 6वा उदवाहन सुविधा आं. / ~~करी~~
11. बांधकाम वर्षे : _____ घसारा : _____
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्य तक्त्यातील मार्गदर्शक सुचना क्र. : _____ ज्यान्वये दिलेली वाढ
14. लिव्ह अॅन्ड लायसन्सचा दस्त : 1. प्रतिमाह भाडे रक्कम _____
निवासी/अनिवासी 2. अनामत रक्कम/आगावू भाडे : _____
3. कालावधी _____
15. निर्धारित केलेले बाजारमूल्य :- 37,65,510/-
16. दस्तामध्ये दर्शविलेला मोबदला :- 18,37,500/-
17. देय मुद्रांक शुल्क : 2,26,000/- भरलेले मुद्रांक शुल्क : 2,26,000/-
18. देय नोंदणी फी : 30,000/-



लिपीक

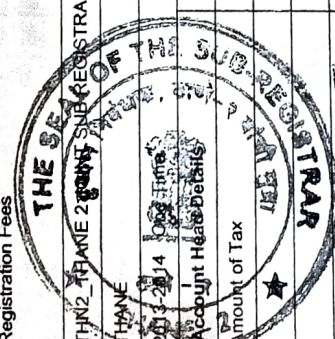


सह दुय्यम निबंधक

CHALLAN
MTR Form Number-6

GRN	MH-00 2063754 201314M	BARCODE	Date	19/03/2014-13:02:12	Form ID	25.2
Department Inspector General Of Registration			Payer Details			
Type of Payment	Registration Fees		TAX ID (If Any)			
Office Name	THANE 2ND SUB REGISTRAR		PAN No. (If Applicable)	ANMPS3918E		
Location	THANE		Full Name	Avinash Govtvaillabh Sharma		
Year	2013-2014		Flat/Block no.	Flat.No.601 Bldg.No.B Periwinkle Complex		
Account Head Details	Amount in Rs.		Premises/Bldg			
030063301	30000.00		Road/Street	536 Sq.Ft. Carpet		
Amount of Tax			Area/Locality	Wadawali Thane		
			Town/City/District			
			PIN	4 0 0 6 1 5		
REMARKS PAN2=ALRPM4456E--PN=Ms SSM Builders and Developers~						
(if Any) CA=1837500						
Make payment at any of the listed branches * of						
STATE BANK OF INDIA						
handling Government of Maharashtra Business, Third Party E-Tax						
Before 26/03/2014						
Total	30000.00					
Amount in Words	Thirty Thousand Rupees Only					
STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN	REF No.		
Cheque/DD No.			Date			
Name of Bank			Bank-Branch	STATE BANK OF INDIA		
Name of Branch			Scroll No. , Date			

2098 / 2098



श्रीवाणी स्टेट बँक / स्टेट / स्टेट-बँक ऑफ इंडिया
 टी. सी. सी. शाखा / T. C. C. Branch
 BSR CODE NO. 0000239
 19 MAR 2014
 RECEIVED CASH



AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Thane, on this 21
Day of March 2014

BETWEEN

M/s. S. S. M. Builders & Developers, a Proprietary concern through its proprietor **Mr. Suresh S. Mhatre**, having its registered office at- 9, Ground Floor, Shrushti C.H.S. Ltd., Kolbad, Thane(W) 400 601, hereinafter referred to as the "**DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor, heirs, survivors, executors, administrators, attorney/legal representative and / or assigns) of the **ONE PART**.

त न न - २
दस्ता २५२० २०१४
७ / १०४

Mhatre

Cred

Or

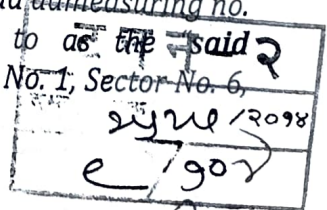
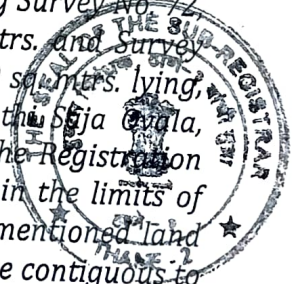
AND

- 1) Mr./Mrs./Miss./M/s. Avinash Gopivallabh Sharma,
Address 701/8 Krishna Brindland Park
G. B. Road Kharwadwadi Phane (W)
- 2) Mr./Mrs./Miss./M/s. Shruti Avinash Sharma,
Address _____

hereinafter referred to as the "PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrator and permitted assigns/In the case of a body corporate, its successors an permitted assigns/in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns/in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them, and their, his or her permitted assigns) of the **OTHER PART**;

WHEREAS:-

- A. Mr. Motiram Undrya Patil and others, (hereinafter referred to as the "Said Owners") are the owners of all those pieces and parcels of land or ground, bearing Survey No. 72 Hissa No. 2, area admeasuring 5500 sq. mtrs. and Survey No. 73, Hissa No. 1, area admeasuring 1610 sq. mtrs. lying, being and situate at Village Wadvali, Talathu Sija Gwala, Taluka and District Thane, situate within the Registration Sub-District and District of Thane and within the limits of Municipal Corporation of Thane. The aforementioned land collectively admeasure 7110 sq. mtrs. and are contiguous to one another and form a composite property (hereinafter collectively referred to as the "Said Land") and all compositely described in First Schedule written hereunder and 7/12 extracts in respect of the said land annexed hereto and marked as Annexure "A1, A2".
- B. There is a proposed 20 mtr wide D. P. Road admeasuring no. 288.23 sq.mtrs. (hereinafter referred to as the "Said D.P.Road") passing through S. No. 73, H. No. 1, Sector No. 6, out of the portion of the said land.



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C. The said Owners being desirous of developing the said Land, by having constructed buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential, commercial, and/or any other authorized user, together with provision of garages and parking spaces and other necessary amenities and services thereto, for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, at the risk and responsibility of and as desired or directed by the Developers. The said Owners have by and under a Development Agreement dated 31/12/2009, executed between the said Owners and the Developers, the said Owners granted and assigned, Development Rights in favour of the Developers in respects of the said Land, described in the First Schedule hereunder written in the manner and on the terms, conditions, stipulations and provisions therein contained (hereinafter referred to as the "Said Agreement"). The said Agreement is registered with the sub-registrar of assurance at Thane under serial no. TNN-1-00179 /2010 dated 06/01/2010. Pursuant to the said agreement the said owners also executed power of attorney dated 06/01/2010 (hereinafter referred to as the "Said POA"), in favour of the Developers in order to enable them to carry out all acts, deeds, matters and things in respect of the development of the said land. The said POA is registered with sub-registrar of Assurance at Thane under Serial No. TNN-1-00180 /2010 dated 06/01/2010.



D. Under the Said Agreement and POA, the said Owners have authorized and permitted to Developers to sell and transfer on ownership basis, the various flats, shops, apartments, tenements, units, premises and garages, parking spaces in the buildings and structures to be constructed by the Developers at its own cost on the said Land, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Developers, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the purchasers/transferees of the same.

E. The Said Agreement also interalia provides that completion of development of the said Land or portions thereof from time to time, the Developers alone will be

<p>२</p> <p>११/१०१</p>

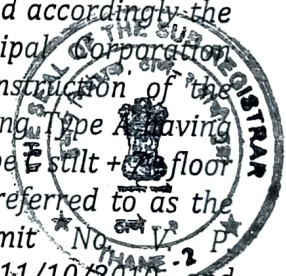
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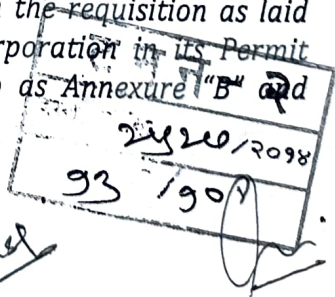
entitled to hand over possession of the various flats, , shops, apartments, tenements, units, said premises constructed/provided thereon to the purchasers/transferees thereof.

- F. The Developers have appointed Architect M/s. Akruti Consultant and the Developers have entered into a standard agreement with its Architect, viz. M/s. Akruti Consultant (hereinafter referred to as the "Said Architect"), who is registered with the Council of Architects, and such agreement is as per the agreement prepared by the Council of Architects, and the Developers have also appointed a structural Engineer Mr. D.K. Patel -M/s. Tech-Line and the Developers accepts the professional supervision of the said Architect and structural engineer till the completion of the new buildings/construction upon the said land.
- G. The Developers to carry out the development of the Said Land and hence in pursuance of the intention of the Developers, the Developers submitted the Building Plans to the local authority viz. Municipal Corporation of the City of Thane through the Said Architect ;
- H. The local authority viz. The Thane Municipal Corporation scrutinized the building proposal submitted by the Developers through the Said Architect and accordingly the local authority viz the Thane Municipal Corporation sanctioned and approved plans for construction of the buildings upon the said land being building Type A having ground floor, Type B stilt + 7th Floor, Type C stilt + 7th floor and Type D stilt + 7th floor (hereinafter referred to as the "said buildings") vide building Permit No. S06/0076/2010/TMC/TDD/339 dated 11/10/2010 and also issued a Permit accordingly. The plan and permission dated 11/10/2010 issued by the Thane Municipal Corporation herein is annexed hereto and marked as **Annexure "B1,B2"**
- I. The collector of Thane vide order No.KR/MAHSUL/K-1/TE-1/NAP/SR19/2011 dated 14/07/2011 granted permission for non-agricultural use of the said land. The copy whereof is annexed hereto and marked **Annexure "C"** (hereinafter referred to as the "Said N.A. order");
- J. The Developers have complied with the requisition as laid down by the Thane Municipal Corporation in its Permit dated 11/10/2010 annexed hereto as Annexure "B" and



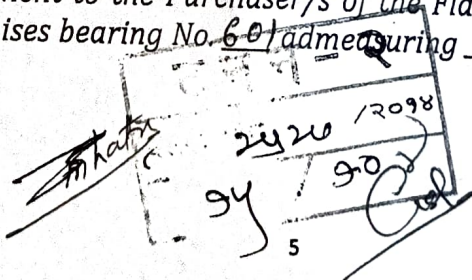
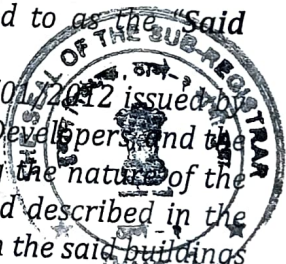
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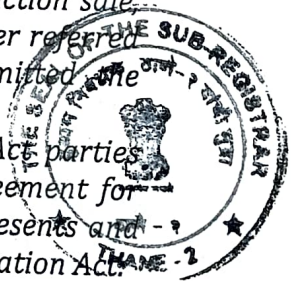
hence the Thane Municipal Corporation has also issued the Commencement Certificate in favour of the Developers herein on ___/___/2012. A copy of Commencement Certificate is annexed hereto and marked as **Annexure "D"**. The plans, designs, specifications, elevations, sections, and details of the said new buildings, and while approving and sanctioning the same the said local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the Said Land and constructing the said new buildings, and upon due observance and performance of which only the Completion and Occupation Certificates in respect of the said new buildings shall be granted by the said local authority. The Developers has under its said obligation, commenced construction of the said new buildings in accordance with the said plans, designs and specifications;

- K. The Purchaser/s demanded from the Developers and the Developers have given inspection to the Purchaser/s, of all the documents of title relating to the Said Land described in the First Schedule hereunder written, the plans, designs and specifications of the said buildings prepared by the said Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "Said Act") and the Rules made there under;
- L. Copy of the Certificate of Title dated 26/01/2012 issued by Mr. Pradeep S. Patil, the Advocate of the Developers, and the relevant Village Forms No. 7/12 showing the nature of the Title of the said Owners to the said Land described in the first Schedule hereunder written on which the said buildings are being constructed, and of the plan of the Flat/shop/Commercial premises agreed to be hereby purchased by the Purchaser/s which is approved by the said local authority. The copy of Title Certificate issued by Advocate Mr. Pradeep S. Patil is annexed and marks as "**Annexure E**". Further the Purchaser/s herein after shall not be entitled to make any requisition or call for any further documents of Title of the said Land and right of Development of the said land.
- M. The Purchaser/s have applied to the Developers for allotment to the Purchaser/s of the Flat/shop/Commercial premises bearing No. 60 admeasuring 536 sq. ft. Carpet



area, on 6th Floor, in the proposed Building No. 8 to be constructed in or upon the Said Land (hereinafter referred to as the "Said Premises");

- N. Relying upon the aforesaid application, the Developers has agreed to allot and sell to the Purchaser/s, the said premises at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing;
- O. Prior to the executing of this Agreement, the Purchaser/s herein, after taking inspection of all the aforesaid documents of title, plans and specifications approved by Thane Municipal Corporation, various permissions issued by the Revenue and Municipal Authorities, has/have satisfied himself/herself/themselves of the genuineness of the title of the Developers over the Said Land and their authority to develop the Said Land and hereby declare/s that he/she/they have no doubts what so ever about the Ownership of the Said Land and right of development in that regard;
- P. The Developers have displayed and / or kept zerox copy of the documents, plans, and specification referred in this agreement as per section - 3 of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") at the site and permitted the Purchaser/s to take inspection thereof;
- Q. In accordance with the Section 4 of the said Act parties herein are required to execute the written Agreement for sale of the said premises being in fact these presents and also to register the same under the Indian Registration Act.



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Developers shall construct the said buildings in or upon the Said Land in accordance with Plans, Designs and specifications approved by the Thane Municipal Corporation and which have been seen and approved by the Purchaser/s only with such variations and modifications as the Developers may Consider necessary/expedient or as may be required by the local

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authorities and/or the Government or any other statutory bodies to be made in them or in any of them;

PROVIDED THAT the Developers shall have no need to obtain prior consent of the Purchaser/s herein in respect of all such variations and modifications which may adversely affect the said premises which is agreed to be allotted to the Purchaser/s on ownership basis.

2. The Building proposed to be erected in or upon the Said Land shall always be known and referred to as "PERIWINKLE COMPLEX". The Purchaser/s hereby agrees/agree that at the time of formation of the Co-operative Society or submitting the Said Land to the provisions of the Maharashtra Apartment Ownership Act 1970 as the case may be preference shall always be given to the name "PERIWINKLE COMPLEX";

3. The Purchaser/s herein agree/agrees to purchase and acquire from the Developers, the Flat/shop/Commercial premises bearing No. 60 admeasuring 536 sq. ft. Carpet area, (which is inclusive of the area of balconies, cupboards, flowerbeds, etc) on 6th Floor, in the proposed Building No. B, to be constructed in or upon the said land, which Flat/shop/Commercial premises is more particularly described in the Second Schedule hereunder written and bounded by Red Colour Boundary Line in the Floor Plan attached hereto annexed and Marked as Annexure "F" (hereinafter referred to as the "Said Premises") at or for a total consideration of Rs. 1837500/- (Rs. Eighteen lac Thirty Seven thousand Five hundred only) (which includes proportionate price of common areas and the facilities appurtenant to the said Premises). The list of amenities to be provided by the Developers in the said Premises are set out in "Annexure G" hereto respectively.

4. The Purchaser/s hereby agrees to pay to the Developers, amount of the said Purchase Price or consideration of Rs. 1837500/- in the following manner i.e. to say:

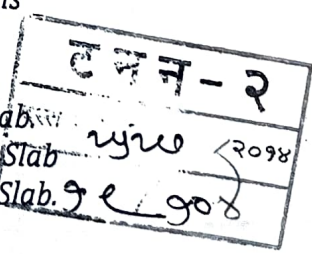
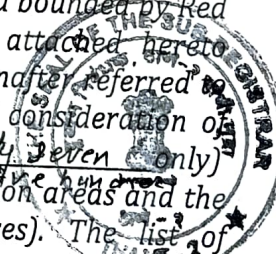
a) Rs. 10,00,000/- paid on or before execution of this Agreement.

b) Rs. 123750/- on or before completion of Plinth.

c) Rs. 200000/- on or before completion of the 1st Slab.

d) Rs. 242500/- on or before completion of the 2nd Slab.

e) Rs. 150000/- on or before completion of the 3rd Slab.



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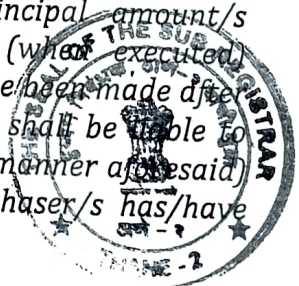
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- f) Rs. _____/- on or before completion of the 4th Slab.
 g) Rs. _____/- on or before completion of the 5th Slab.
 h) Rs. _____/- on or before completion of the 6th Slab.
 i) Rs. 100000/- on or before completion of the 7th Slab.
 j) Rs. _____/- on or before casting of Roof Slab.
 k) Rs. _____/- on or before starting of Brickwork.
 l) Rs. _____/- on or before starting sanitary fittings.
 m) Rs. 2/250/- at the time of handing over the possession of the said premises.

5. The Purchaser/s confirms that the installment payable by the Purchaser/s under these presents shall be paid on due date without any delay or default as TIME IN RESPECT OF SAID PAYMENTS OR INSTALLMENTS AND IN RESPECT OF ALL AMOUNTS PAYABLE UNDER THESE PRESENTS BY THE PURCHASER/S TO THE DEVELOPERS IS OF THE ESSENCE OF THE CONTRACT. If the Purchaser/s make/s any delay or default in making of any of the installments aforesaid or amounts or commits any defaults in observing terms and condition of this agreement, the Developers shall at their option be entitled either to cancel and terminate this Agreement by or to charge interest on the outstanding amounts and installments @ 24% per annum from the date of default till the date of payment.

It is hereby further clarified, agreed and understood that if for any reason whatsoever, the Purchaser/s delay/s or default/s in paying the interest in respect of any principal amount/s whatsoever payable under this Agreement (when executed) (payment of which principal amount/s has/have been made after the due date therefore), then the Purchaser/s shall be liable to pay interest (calculated at the rate and in the manner aforesaid) on the interest in respect of which the Purchaser/s has/have delayed or defaulted in payment.



PROVIDED AND ALWAYS, that the power of termination hereinabove contained shall not be exercised by the Developers, unless and until the Developers shall have given the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of contravention of which, it shall be intended to terminate the agreement and default having been made by the Purchaser/s in remedying such breach or breached within the said period, after receipt of the notice. It is further

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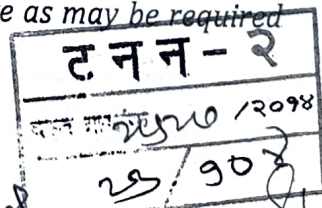
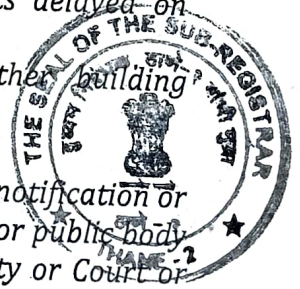
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agreed that upon termination of this Agreement as stated herein, the Developers shall, after deducting an amount equal to 20% of the total consideration payable hereunder, refund to the Purchaser the balance of the sale price which the Purchaser may have till then paid to the Developers without any interest on the amount so refundable and upon termination of this agreement, pending refund of the amount as aforesaid, the Developers shall be at liberty to dispose off and to sell the said premises to such person or persons at such price and on such conditions as the Developers may desire and think fit their absolute discretion and the purchasers may desire and think fit in their absolute discretion and the Purchaser shall have no objection for the same. However, in case of such sale to third party, the Developers shall within 10 days from the date of such sale refund the amount received till then after deductions as aforesaid to the Purchaser.

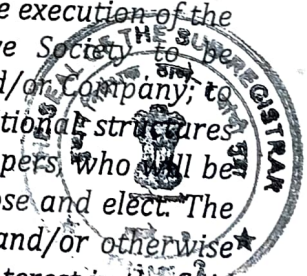
6. The Developers do hereby agree to hand over vacant possession of the said premises within a period 24 months from the date of these present, when the proposed building shall be ready for use and occupation PROVIDED THAT the Purchaser/s has/have paid to the Developers the entire consideration and/or Purchaser/s price in respect of the said premises and all the deposits and taxes to be made and amounts to be deposited by the Purchaser/s with the Developers under the terms of this Agreement; PROVIDED THAT the Developers shall be entitled to a reasonable extension of time for making delivery and possession of the said premises within the afore-said period, if completion of the building in which the said premises shall be situated, gets delayed on account of;

- A) Non-availability of steel, cement, sand other building materials, water or electric supply;
- B) War, civil commotion or act of God;
- C) Any legislation, ordinance, notice, order, rule, notification or directive of the Government and/or any local or public body or authority or any other competent authority or Court or Tribunal or any quasi-judicial body or authority;
- D) Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Developers, including strikes or other agitation by the workers, employee or laborers of the Developers or the contractors or suppliers;
- E) Delay in issue of the Occupation Certificate, Completion Certificate and/or any other Certificate as may be required



in respect of the said building, by the said local authority or any other concerned authority, and/or
F) The circumstances beyond the control of the Developers;

7. The Purchaser/s shall take possession of the said premises within 10 days of the Developers giving a written notice to the Purchaser/s intimating that the said premises is ready for use and occupation;
8. On possession of said premises being acquired and taken by the Purchaser/s, he/she/they shall not be entitled to make grievance regarding any item of work, or quality of work or the material used for construction of the buildings, nor shall be entitled to make any claim in this behalf nor shall the Developers be liable for the same;
9. Nothing contained in this agreement shall be construed to confer upon the Purchaser/s any right whatsoever in or upon the Said Land and/or the proposed building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereto agreed to be acquired by the Purchaser/s. All the open spaces, parking spaces, lounges, staircases, terraces shall always remain to be the Land of the Developers including the right to utilize the floor space index either presently available or becoming available in future, till the whole property is transferred by the Developers in favour of the Co-operative Society and/or the Apartment and/or the Limited Company by way of conveyance/s;
10. The Developers shall have a full rights until the execution of the Conveyance/s in favour of the Co-operative Society to be formed by Purchaser/s and/or Apartment and/or Company; to make additions raise storey or put up additional structures which shall be the sole property of the Developers, who shall be entitled to dispose it off in any way they choose and elect. The Developers shall be at liberty to sell, assign and/or otherwise deal with or dispose off their right, title and interest in the Said Land, hereditaments and said premises in the building to be constructed without any recourse whatsoever to the Purchaser/s. The Developers shall be at liberty to build up additional structures viz. Sub-station for electricity, the office of Co-operative Society and/or Apartment, Temple or place of worship, cover and enclose the garages in the open compound, underground and overhead tanks, watchmen cabin, toilet units for servants, septic tank, soak pit etc;

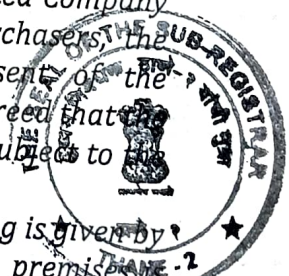


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२५/०२/२०१४
२५ १०४

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11. The Purchaser/s hereby irrevocable and unconditionally agree/s and give/s his/her/their/its specific, full, free and unqualified consent and permission to the Developers for carrying out alterations, amendments, variations, modifications, and/or additional in respect of the plans, designs and specifications of the said new buildings and to put up additional construction thereon. The Purchaser/s hereby agree/s, undertake/s and covenant/s to give and extend all assistance and facilities to the Developers in this regard, as may be required by the Developers in this regards from time to time;
12. The parties herein do hereby agree that in case if the additional floor space index (FSI) is made available, in respect of the Said Land by way of change in the existing rules and regulations and the laws for the time being in force, the Developers alone shall be entitled to the same and that the Purchaser/s shall have no right whatsoever in respect of the additional FSI and other rights that shall accrue in respect of other property and carry on the complete the construction accordingly in or upon the Said Land;
13. The Purchaser/s hall neither create any interest, nor transfer the said premises in favour of a third party by way of sale, lease, mortgage or otherwise, till the Said Land is transferred to the Co-operative Society or Limited Company or an Apartment to be formed by the Purchaser/s hereinafter provided. If the Purchaser/s desires/desire to sell and/or create third party interest in respect of the said premises prior to the Conveyance in favour of the Co-operative Society, and/or Limited Company and/or Apartment to be formed by the all Purchaser/s, the Purchaser/s shall obtain prior written consent of the Developers in that regard. It is hereby expressly agreed that the second sale of the said premises shall always be subject to confirmation of the Developers herein;
14. Commencing a week after the information in writing is given by the Developers to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay his proportionate share (i.e. in proportion to the floor area of the said flat) of outgoing (in respect of the said Property/Land and Building) namely local taxes, betterment charges, development charges (by whatever name it is called) or such other levies and taxes by the Concerned Local Authority, Collector and/or Government, water charges, insurance, common lights, salaries of clerks, security guards, etc., and other expenses necessary and incidental to the management



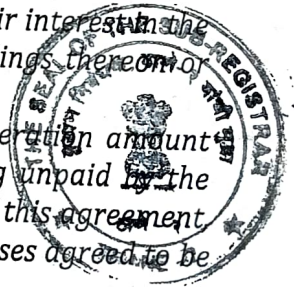
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20/11/2028

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and maintenance of the said Property/Land and the said Building and also the common areas, amenities in the said Property/Land and the said building to the Developers. The Purchaser/s further agrees that till his share is so determined he shall pay to the Developers provisional monthly contributions of Rs. 2250 per month towards the outgoings. The amount so paid by the Purchaser/s to the Developers shall not carry any interest. The Developers shall be entitle to utilize such amount for the aforesaid purpose. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regular on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, the Developers shall not be required to pay proportionate share of the maintenance charges of the premises, which are not sold and disposed off by the Developers. When the Co-operative Housing Society is formed the above charges are to be paid to the Society;

15. The Purchaser/s doth/do hereby specifically agree to have satisfied himself/herself/themselves as regards the title of the Developers over the Said Land and their right to develop the same. It shall not be open hereafter to the Purchaser/s to dispute the said rights of the Developers;
16. The Developers, provided that they do not in any way affect or prejudice the right created in favour of the Purchaser/s in respect of the said premises under this Agreement, shall be at liberty to sell, assign or otherwise deal with their interest in the Said Land and the proposed building or buildings thereon or any part thereof in any manner they desire
17. The Developers shall, in respect of any consideration amount and/or the other amounts remaining unpaid by the Purchaser/s under the terms and conditions of this agreement have a first lien and charge on the said premises agreed to be allotted to the Purchaser/s;
18. After delivery of possession of the said premises until execution of conveyance in favour of the co-operative society or limited company to be formed by the Purchaser/s as hereinafter provided, the Purchaser/s shall observe and perform all the terms and conditions contained in these presents and shall indemnify the Developers against all costs, claims, demands and proceedings which may be taken or instituted against the Developers in respect thereof;



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22/20/2018
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binding unless the same are reduced to writing and signed by or on behalf of both the parties.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL THOSE pieces and parcels of land or ground bearing Survey No. 72, Hissa No. 2, area admeasuring 5500 sq. mtrs. and Survey No. 73, Hissa No. 1, area admeasuring 1610 sq. mtrs. lying, being and situate at Village Wadvali, Talathi Saja Ovala, Taluka and District Thane, situated within the Registration Sub-District and District of Thane and within the limits of Municipal Corporation of Thane. The aforementioned land collectively admeasure 7110 sq. mtrs. thereabouts and bounded as follows:

On or towards:-

- East : Survey no. 73/2
- West : Survey No.50/1, of Village Mogarpada
- South : 72/3
- North : School

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

The Flat/shop/Commercial premises bearing No. 60 admeasuring 536 sq. ft. Carpet area, on 6th Floor, in the proposed Building No. B to erected in or upon the said land more particularly mentioned in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hand seals on the day and Year hereinabove mentioned.

SIGNED, SEALED & DELIVERED

by the within named Developers,

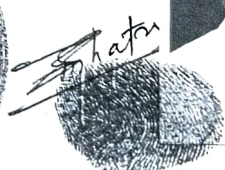
M/s. S. S. M. Builders & Developer

through its proprietor

Mr. Suresh S. Mhatre,

in the presence of

1. 
2. 



SIGNED, SEALED & DELIVERED

by the within named Purchaser/s,

Mr./Ms. AVINASH. G. SHARMA

Mrs. SHRUTI. AVINASH. SHARMA

In the presence of

1. 
2. 



पं न न - २
२५/१२/२०१८
५३/१०८



RECEIPT

Received of and from within named Purchaser/s, a sum of Rs. 17/6250/- (Rupees Seventeen ^{hundred and fifty} thousand only) vide A/c Payee cheque/s being the amount of part payment payable by the Purchaser to the Developers as per these presents.

Cheque No.	Date	Name of Bank	Amount Rs.
870188	27/6/12	Syndicate.	10,00000
020055	17/5/13	Thane Bharat Sahakar	123750
022901	5/3/14	Thane Bharat Sahakar	1,50000
-	5/3/14	cash	442500

(subject to realization of Cheques)

I SAY RECEIVED

RS. 17/6250/-

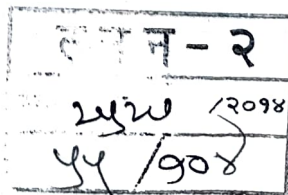
For M/s. S. S. M. Builders & Developers

S. S. M. Builders & Developers

Mr. Suresh S. Mhatre, (proprietor)
DEVELOPERS

WITNESSES:-

1. *[Signature]*
2. *[Signature]*





THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

AMENDED PERMISSION / COMMENCEMENT CERTIFICATE.

बिल्डींग 'अ' - तळ मजल्या करीता

बिल्डींग 'डी' - स्टिल्ट + सात मजले करीता

बिल्डींग 'बी' - स्टिल्ट + सात मजले करीता

बिल्डींग 'ई' - स्टिल्ट + पहिल्या मजल्या करीता

बिल्डींग 'सी' - स्टिल्ट + सात मजले करीता

V. P. NO. So 5/0096/10 TMC / TDD 0568/12 Date: 29/3/12
 To, Shri/Smt. मे आकृती कन्सल्टन्ट्स (Architect)

C/o. Shri. A. V. Desai

Shri. श्री मोतीराम उंद्या पाटील व इतर दोन (Owners)मे एम् एम् एम् बिल्डिंग अॅण्ड डेव्हलपर्स तर्फेश्री. सुरेश शालिक म्हात्रे

..... (P.O.A. Holder)

With reference to your application No. ५७४९ dated २२/११/२०११ for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. ५७४९ in village वडवली Sector No. ६ Situated at Road / Street — S.No. / C.T.S. No. / F.P. No. ७२, हिस्सा नं. २, सर्वे नं. ७३, हिस्सा नं. १

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) सी.एन. पुर्वी प्रस्तावित इमारतीमधील झाडे तोडल्याबाबत अथवा पुनरोपणाबाबत वृक्ष विभागाकडील ना हरकत दाखला सादर करणे आवश्यक राहिल.
- ६) सी.एन. पुर्वी अस्तित्वातील रस्ता व भुखंडातून जाणारी पाऊलवाट मंजुर नकाशाप्रमाणे रुंद करून जाणे-येणेचा पोहच रस्ता तयार करणे आवश्यक राहिल.
- ७) दाखल केलेले नोंदणीकृत शपथपत्र / बंधपत्र विकासकांवर बंधनकारक राहिल.
- ८) अॅक्सेस बाबत दिलेले हमीपत्र विकासकांवर बंधनकारक राहिल.
- ९) सी.एन. मंजुर केल्यापासून ते ओ.सी. पर्यंत भुखंडावर माहिती फलक लावणे आवश्यक.
- १०) सी.एन. पुर्वी स.नं.७२ हि.नं.३ चे उर्वरीत भुखंडधारकांचा नाहरकत दाखला सादर करणे आवश्यक.



WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966.

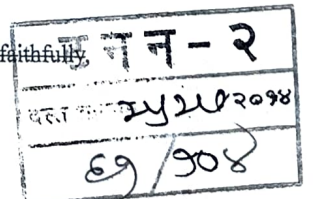
Yours faithfully,

Office No. _____

Office Stamp _____

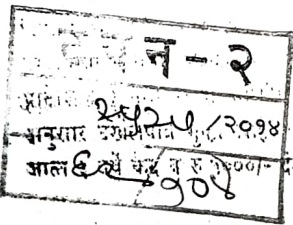
Date _____

Issued _____

Municipal Corporation of
the city of, Thane.

क. मा. प.

- ११) सी.एन. पुर्वी मोकळ्या जागेवर कर भरणा करणे आवश्यक.
- १२) काम सुरू करणेपूर्वी तसेच जोता व वापर परवान्यापूर्वी आर.सी.सी. तज्ञांकडील स्ट्रक्चरल स्टॅबिलिटी प्रमाणपत्र आय.एस.कोड अन्वये दाखल करणे आवश्यक.
- १३) सी.एन. पुर्वी स्टॉर्म वॉटर ड्रेनेज विभागाकडील स्टॉर्म वॉटर ड्रेनेज बाबतचा ना हरकत दाखला ले-आऊट सह सादर करणे आवश्यक.
- १४) जोत्यापूर्वी २०.०० मी. डी.पी. रस्त्याखालचे क्षेत्र ठा.म.पा. चे नावे केलेला ७/१२ उतारा सादर करणे आवश्यक.
- १५) जोता प्रमाणपत्रापूर्वी ता.नि.भु.अ. कार्यालयाकडील मोजणी नकाशावर दर्शविलेल्या भुखंडाचे हद्दीप्रमाणे प्रस्तावित भुखंडास कुंपणभित बांधणे आवश्यक.
- १६) भुखंडाचे हद्दीबाबत अथवा मालकी बाबत वाद अथवा न्यायालयीन दावा दाखल झाल्यास त्याचे निराकरण करण्याची जबाबदारी मालक/विकासकर्ते यांची राहिल. त्यास ठा.म.पा. जबाबदार राहणार नाही.
- १७) वापर परवान्यापूर्वी वृक्ष, पाणी व ड्रेनेज विभागाची NOC दाखल करणे आवश्यक.
- १८) वापर परवान्यापूर्वी रेनवॉटर हार्व्होस्टिंग व सौर उर्जेवरती पाणी गरम करण्याची यंत्रणा बसविणे आवश्यक.
- १९) वापर परवान्यापूर्वी कॅंपीटेशन फी चा भरणा करणे आवश्यक.
- २०) प्रस्तावित भुखंडामधून जाणेश प्रस्तावित केलेला मार्ग प्रथम विकसित करणे आवश्यक. त्यानंतर अस्तित्वातील जाणे-येणेचा मार्ग बंद करता येईल.
- २१) भुखंडामधून अन्य मिळकतीकरीता जाणेकरीता दर्शविलेला रस्ता रहिवाशांसाठी खुला ठेवणे बंधनकारक राहिल.
- २२) प्रस्तावामध्ये नव्याने दर्शविलेला ६.०० मीटर रस्ता रहदारीसाठी खुला ठेवणे आवश्यक राहिल.
- २३) भुखंडातील नियोजित २०.०० मी. डी.पी. रस्ता इमारतीच्या वापर परवान्यापूर्वी किंवा ठा.म.पा. ने सदर डी.पी. रस्ता वापर परवान्यापूर्वी विकसीत करण्याचे योजना केल्यास जे प्रथम होईल त्या प्रमाणे ठा.म.पा. स हस्तांतर करणे बंधनकारक राहिल.
- २४) सदर बांधकामास ठाणे महानगर पालिका पाणी पुरवठा करणार नाही. फक्त पिण्यासाठी उपलब्धतेनुसार पाणी पुरवठा करण्यात येईल.
- २५) ९.०० मी. रस्त्याचे अॅक्सेसबाबत स.नं.७२ हि.नं.३ चे उर्वरीत भुखंडधारक यांचा नाहरकत दाखला (संमतीपत्र) बांधकाम सुरू करणेपूर्वी दाखल करणे आवश्यक राहिल.



Yours faithfully,

[Signature]
कार्यकारी अभियंता
(शहर विकास विभाग)
ठाणे महानगरपालिका, ठाणे



Copy To,

1. Dy Municipal Commissioner - Zone.
2. E.E. (Encroachment)
3. Competent Authority (U.L.C.)
For Sec.20, 21& 22 if required
4. TILR for necessary correction in record of
Land is affected by Road