दस्तक्रमांक व वर्षः 7527/2011

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म. Regn. 63 m.e.

4:15:59 PM

गावाचे नाव: एक्सर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 0.00 बा.भा. रू. 704,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1)फ़ायनल प्लॉट क्र.:544 सिटिएस क्र.: 547/बी वर्णनः पर्यायी जागेचा करारनामा सदनिका क्र 304, 3 रा मजला, कौशिक टॉवर चिकुवाडी शिंपोली बोरीवली प मुं 92--- एडीजे /बी /3689/2011 दिनांक 10/8/2011

(3)क्षेत्रफळ

(1)46.95 चौ मी बिल्ट अप

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

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

(1) भगवान पांडुरंग माळी हे स्वत:करीता व मुखत्यारनाम्यातील क्र.1 व 3 ते 9 यांच्या तर्फे मुखत्यार - -; घर/फ़्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: घर नं 1 शिंपोली गाव शिंपोली रोड , बोरीवली मुं 92; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.

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

(1) मे/- सावंत कंन्स्ट्रक्शन चे प्रोप्रा.लक्ष्मीकांत रामचंद्र सावंत - -; घर/फ़्लॅट नं: -; 21 प्रथमेश लीला , एम एच बी कॉलनी गल्ली/रस्ता: -; ईमारतीचे नाव: बोरीवली प मुं 91; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर:

(7) दिनांक

करून दिल्याचा 25/08/2011

(8)

नोंदणीचा

25/08/2011

(9) अनुक्रमांक, खंड व पृष्ठ

7527 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 17825.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 7050.00

(12) शेरा





लह. रुज्यम निर्वधक बोरीवर्जी 🖚 🎉 पनगर नेव्हा.

BE END BIES Prop. (W N) P. & R. Was Dr. Babasaheb Amboukar Markon Bide BRELLINGUESA MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')

/BP(WS)//AD//AR NO. CHE/A-2908

F 7 APR 2005

COMMENCEMENT CERTIFICATE

ri	Bhagwan	P.	Mali,
A	TO Ovne		-

With reference to your application No. 7284 dated. 08.01.2002 for velopment Permission and grant of Commencement Certificate under Sector 45 & 69 the Maharashtra Regional and Town Planning Act 1966, to carry out development development building permission under section 346 of the Bombay Municipal Corporation Act 1988 to erect a building to the development work of Proposed Building
premises at Street Plot No. F.P. No. 544, TPS-III Borivali (West) Ward R/Central Huated at Borivali (West) Ward Remains granted on the following
The Commencement of the consequence of the endorsement of the setback line/road and the land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street. Widening line shall form part thereof shall be occupied or allowed to be occupied or that no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been used or permitted to be used by any person until occupancy permission has been

The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue. This permission does not entitle you to develop land which does not vest in you.

This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the

Maharashtra Regional and Town Planning Act 1966

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater (a) The development work in respect of which permission is granted under this

certificate is not carried out or the use thereof is not in accordance with the (b) Any of the conditions subject to which the same is granted or any of the restrictions

imposed by the Municipal Commissioner for Greater Mumbai is contravened or not

(c) The Municipal Commissioner for Greater Mumbai is such feel that the same is obtained by the applicant through fraud or misrepress and the application and every person deriving title through or under him the event shall be deemed to have carried out the development work in contraventies of section 43 or

45 of the Maharashtra Regional and Town Planting Act 1966.
The conditions of this certificate shall be bistong not of the applicant by on his heirs, executors, assignees, administrators and successors and every person

deriving title through or under him.

The Municipal Commissioner has appointed Assistant Engineer to exercise his power and functions of the planting Authority under This C.C. is restricted for work up to Stilt Slab level only. Section 45 of the said Act.

For and on behalf of Local Authority Brihanmumbai Mahanagarpaliki

Asst. Engineer, Building Proposal (West Sub) P/& R' Wards

CHE | A-2908 | BPIWI) | AR. Archi- Shi V.W. RWRarni

10001 or per approved amended plan dt. 916/200

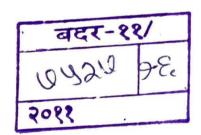
'3 O JUL 2005

of stilt three upper floors or per approval amended plan of 91612000.

= 2 NOV 2005

10) This c.c. is now further extended for entire work i.c. Still + Three + four (Pt) upper floors as per approved amended PMN dt. 916105.

2 9 NOV 2005 A-R(B-P) PIC



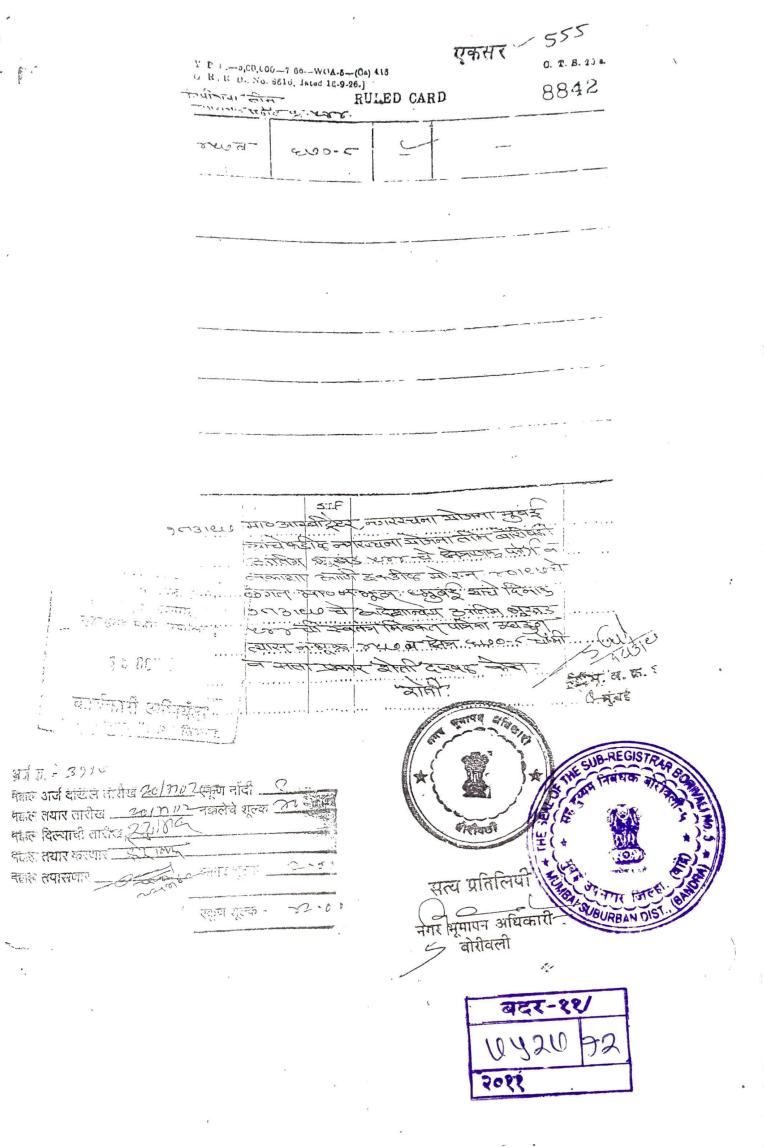


/5/B. 156 11001. 5/AP. ed who stilt slab.

nended plan of a1612005 A. E. (B. P. 120) entendral approviols UL 2005

APP. MG. 1

EXTRACT FROM THE PROPERTY REGISTERED CARD CITY SURVEY एकसर TALUKA : BORIVALI Dist, BOMBAY SUBURBAN टिकिसरा भिन पायमल व्यादकार १६% DIST Area Particulars of accessment for rent paid to City Survey Tenure Sq. Mus. Government and when due for revision 8465 E.00 - C Essement Holder In Origin of the utie so far es traced Other Encumbrances Other Remarks New Holder (H) Legree (L) Attestation Data Transsotion Vol. No. or Encumbrances (4) % मा अर की ट्रेटर नगर स्वाम यो जना केम ह योच कड़ी है। मागर स्वाब 131el याजना साम कोरिवती असीम भूरतंड ५४४ चे क्रेन में मार्म व नकरा अमिण इक बिल मोरनं ४०। धर्म लगत मा न भू अह मंबर घंने रिमेन १८ अस्टान्ने आहिशान्त्री अंमिरेम भू २०१ ५६४ निरंतांम शिक्तता वास्त्रका उदाउन सांखन मुक्त हाराव में हाका - टन्लंकी व स्तार इकार कामण दलरवल नेला M मार्गल हट किए ब्यूब क्रिक 20130ce GET DITTE 6144 624 Almost Whiteholder बदर-११/ 0420 २०११



BRIHANMUMBAI MAHANAGARPALIKA

NO. CHE/A-2908/BP(WS)/AR OF = 5 OCT 2004.

TO: shri Y.W. bulkarni, Architext.

Distor of the liz. Eng. Bldg. Prop. (W/S) F. & R. Wast Dr. Rabatinab Ambedkar Market Blds. Candivali (Wost), Mumbei-400 062

Subject : Proposed building on F.P. No. 544 of PO-III Borivali at Borivali (West)

Reference Your letter dated 0//69/04

sir.

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions. subject to the following conditions :-

- That all the objections of this office Intimation of Dicapproval under even No. 13/66/02 shall be applicable & should be complied with. 1)
- That all the charges proposed shall be shown on the carves plans to be submitted at the time of Building Completion 2) Certificate.
- That the revised kill C. design and calculation should be 3) submitted before C C.
- That the reviser crainage approval shall be submitted before 4) C.C.
- That the extra water and sewerage charges shall be paid 5) before C.C.
- That the rego. π/t for not misusing the stilt and pocket terrace shall be submitted. 5)
- That the N.O.C. from Tree Authority shall be submitted. 7)

SUB-REGISTA That the Development Charges shall be paid before C.C 8)

That the regd. Power of Attorney shall be submitted 9)

That the vermiculture bins for disposal of wet w 101 the design and specifications of organisations, specialised in this field as per the list furnis Waste Management Department of M.C.G.M. shall be to the satisfaction of Municipal Commissioner.

One set of certified plan is returned here token of approval.

Yours faithfully.

Encl. 1 set of approduption

perget 10/04 er/Blog.Prop.(W.S.) Ex. Engineer

10

Who was

BRIHANHUHBAT MAHAMAGARPALIKA

TO: shri V.W.Kulkarni NO. CHE/A-2908/BP(WS)/AP office of the

9 JUN 2005

OF

Architect.

Bz. Eng. Bldg. Prop. W. 31 P & R. Wan Dr. Babasaheb Amhodkar Market Bide

Candivali (West). Musebel-400 609

Sub: Proposed building on plot bearing F.P.No. 544 of T.P.S.III Borivali

at Borivali(W)

Ref: Your letter dated 27.4.2005

sir.

There is no objection to carry out the work as per the amended plans submitted by you vide your letter under reference subject to the following conditions:

. That all the objections of this office Intimation of Disap proval under even No.13.6.2002 shall be applicable & should be complied with.

- That all the changes proposed shall be shown on the canvas 2) plans to be submitted at the time of Building Completion Certificate.
- That the revised R.C.C. design and calculation should be 3) submitted before C.C.
- That the revised drainage approval shall be submitted before 4) 0.0.
- That the C.C. shal, be re-endorsed for carrying out the work 5) as per amended plans.
- That the Regd. U/T. against misuse of part terrace shall be submitted before C.C. 5).

One set of certified plan is returned herewith as a token of approval.

Yours faithfully.

Encl.1 set of apprd.plan

SU -Ex. Engineer Blog.Prop.(W.S.) Wards.

Copy to:- Li) Owner, Shri Bhagwari P Mali, C.A. to Owner F 9 JUN 2005

2) Asstt. Commissioner,R/C

3) A.E.W.W.R/C

For information.

Encl .: One set of apprd. plan.

Elkig-Prop. (W.S.) to Ex. Engineel Wards.

R

D:\OFFICE\NEXB\A-2988\rar

IB-REGISTA

बहर-११

Mem. Register No.	SHIK TOWER CO-OP. HSG L NO. MUM/WR/HSG/TC/15107/ L NO. 544, TPS-III, SHIMP BORIVALI (W), MUMBA	2011-12/YEAR 2011) OLI VILLAGE, 1-400 092.	Certificate No. 1	Date in Cemeral Rudy Manage Committee Manage ad thing Lengton as approved	.0l
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Subject to the Bye - land	ws thereof.	Given unde the said soci	iety, this _ August	7 m	E.
Subject to the Bye - land	ws thereof.	Given unde the said soci day of	August SG. SOC. LTD.	7 m	C. S. Common of the common of

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला, बांद्रा -कुर्ला संकुल, बांद्रा (पुर्व) मुंबई- ४०० ०५१

जा.क्र.अभि/आदेश 3 ० 63

दिनांक 10 - 8 - 11

अभिनिर्णय प्रकरण क्रमांक Adj/B/३६८९/२०११

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमाक Adj/B/३६८९/२०११ अन्वये पक्षकार मे. सावंत कंस्ट्रक्सन यांनी दि.अनिष्पापीत झालेला Agreement to Provide Permanent Accommodation चा दस्त अभिनिर्णयाकरिता सादर केलेला आहे. सदर दस्ताचा तपशिल खालील प्रमाणे

संलेखाचा निष्पादीत दिनांक

--- अनिष्पादित

संलेखाचा प्रकार

--- Agreement to Provide Permanent Accommodation

संलेख लिहुन देणार

--- Mr. Bhagwan P.Mali

संलेख लिहुन घेणार

--- मे. सावंत कंस्ट्रक्सन

दस्तातील सदनिकेचे क्षेत्रफळ

- ४२१ चौ. फु कारपेट

सी.टी.एस नं.

५४७-बी व्हिलेज- एक्सर

मोबदला

--- निरंक

उपरोल्लेखीत संलेखातील मालमत्तेचे सन २०११ करिताच्या बाजारमुल्य मुंबई प्रदेश (मालमत्तेचे वास्तव बाजारमुल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालीका क्षेत्रासाठी प्रचलीत असलेली विकास नियंत्रक नियमावली आणी बाजारमुल्य दरतक्तातील मार्गदर्शक सुचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्रे विचारात घेवून रु. ७,०४,५००/- इतके मुद्रांक शुल्क निश्चीत करण्यात आले असुन त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व दंड देय आहे.

बाजारमुल्य

अनुच्छेद

देय मु.शु.

भरणा केलेले मुश कमी भरलेले मृ.शू.

रु ७,०४,५००/-

२५ (ड)

रु. १७,८२५/-

रु.१७,८२५/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहीतच्या अधारे खालील प्रमाणे अंतिम आदेश पारीत करीत आहे.

आदेश

अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद २५(d) नुसार मुद्रांक शुल्क रु.१७,८२५/- देय आहे.

का. प्र. मुद्रांक जिल्हाधिकारी यांचे सहीची असे.

स्वा XXX

(एकनाथ नवले)

प्रति,

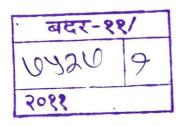
में सावंत कंस्ट्रक्सन

मुद्रांक जिल्हाधिकारी, बोरीवली

दुय्यम निबंधक श्रेणी - 9

मुद्रांक जिल्हाधिकारी, बोरीवली कार्यालय





१) शासन परिपत्रक क्रमांक. २०००/ ९४/प्र.क्र.२५/म-१, दि. २४/३/२०००. NOON २) नो.म.नि.व.मु.नि., पुणे यांचे पत्र क्र. का-३/संगणक/मुंद्राक पावती दुरुस्ती / ०६/३९९, दि. ४/१०/२००६. Head Office: GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001 Office: COLLECTOR OF STAMP (BORIVALI), M.M.R.D.A BUILDING, 1" FLOOR. BANDRA - KURLA COMPLEX, BANDRA (E) MUMBAI - 400 051. C 0095754 **NOT TRANSFERABLE** RECEIPT FOR PAYMENT TO GOVERNMENT Receipt Date: Receipt No .: 09/08/2011 10 Received From: M/S SAWANT CONSTRUCTION On Account of: Counter No. : 1 103-(11) **Amount** Area DD/PO/CHQ/ Bank Name & Mode of (In Rs.) Date ' Code **RBI-Challan No** Branch Payment 100.00 Cash बरर-११/ Case No .: ADJ/B/3689/2011 Lot Date: Lot No. : Amount **Description of Stamps** Denomination (In Rs.) Quantity Sr. No / Franking 10 AUS 200 earing Date Time - Sp.m. To Sp.m. **OELIVERED** Rupees: Rs.: One Hundred Only 100.00 Signature / Designation Cashier / Accountant Collector of Stamps Borival

Saile Develor

1



AGREEMENT TO PROVIDE PERMANENT ACCOMMODATION

ARTICLES OF AGREEMENT made at Mumbai on this _______day of August
2011 in the Christian Year Two Thousand Eleven

BETWEEN

MR. BHAGWAN PANDURANG MALI and Power of Attorney holder on behalf of all Mali Family Name below hereunder i.e. (for self and C/A to No 1 & 3 to 9) having his / its address at House No. 1, Shimpoli Village, Shimpoli Road, Borivali (West). Mumbai 400 092 hereinafter referred to as "OWNER/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 and Assigns) of the ONE PART:

AND

M/S. SAWANT CONSTRUCTION, a Proprietorship Firm having its office at 21, Prathamesh Leela, Old MHB Colony, Gorai Road, Borivali (West), Mumbai 400 091 hereinafter referred as "DEVELOPERS" (which expression shall it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivor of them and the heirs, executors and administrators of such last surviving partner) of the OTHER ART.

WHEREAS:-

Whereas by a Development Agreement dates of the June 2004 between (1) Barkibai Pandurang Mali (2) Bhagwar (2) divising Mali (3) Bhaurao Pandurang Mali (4) Ramesh Pandurang Mali (5) Manjula Shantaram Bhoir (6) Mathura Yashwant Patil (7) Umabai Parshuram Patil (8) Maniani Haribhau Patil and (9) Laita Kishan Patil therein referred to as "OWNERS" of the One Part and M/S. SAWANT CONSTRUCTION herein after called the Developers of the Other Part, the Owners granted the Development Rights to Developers to Develop the said property more particularly mentioned schedule therein written and the said

TOWN THE PARTY OF THE PARTY OF

*

M.V. - 7,04,500f Ageal 421 59. ff. larget

क्रीनि बांवेकपून प्राप्त झालेला एवं.एवं.एवं. ६५६ विकार प्रायमित (व्यय) सामेना प्रत्योग सामाना विकार क्षा करोकर जसल्याचे आदबून जाले जारे

Certificate u/s. 32(1) (b) of the Bombay Stamp Act. 1958.

Office of the

Collector of Stamps
Case No. Adj/B. [3689/2011

Date 10/08/2011...

vide challan No. 28 ..., Dated 10/28/2011

Certified under Section 32(1) (b) of the

Certified under Section 32(1) (b) of the Bombay Stamp Apt, 1958 that the full duty of Rs. 1.792.57. Seventeen. Thousand Eight Hundred Twenty Five Only.

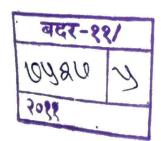
with which this instrument is chargeable has been paid vide article No. . . 25 (4).

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958.

Place Baniveli ... Date /0/08/2011

Collector of Stams







Bhagwan Pandurang Mali executed a Power of Attorney which is duly registered under Doc No BDR/12/00662/2005 of dated 16th day February 2005.

- (b) As per the terms of the Development Agreement dated 4th June 2004 the Owners are entitled to the entire constructed area. And the developers is entitled in to the any one flat in the new constructed Building,
- (c) The Brihanmumbai Mahanagarpalika sanctioned the Building Plans and issued the IOD dated 13/06/2002 under No. EBP/EC/2908 is annexed hereto and marked Annexure 'A' for the construction of the proposed building on Plots bearing CTS No. 457/B and issued Commencement Certificate dated 07/04/2005 is annexed hereto and marked Annexure 'B' and in accordance therewith the Developers became entitled to construct the buildings in accordance with the approved Plan on the Plot bearing C.T.S. No. 457/B part more particularly described in the Schedule hereunder written. The said property card is annexed hereto and marked Annexure 'C'
- (d) The said Developers have been put into possession of the said property to enable them to construct the new building which is named as **KAUSHIK TOWER** consisting of 28 flats providing the residential Flats

(e) The said Developers has accordingly commenced construction of the said building/s in accordance with the said plans.

to the Developers herein free of cost on Ownership bass of the new building to be constructed on the said property and the Developers has accepted the offer of the Owner/s on the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

The owner/s have agreed to provide to the Developers and the Developers has agreed to acquire self contained Flat bearing Flat No. 304 admeasuring 421 Sq. Ft carpet area on the 3rd floor in the building known as **KAUSHIK TOWER** proposed to be constructed on all that piece and parcel of land bearing C.T.S. No. 457-B and now Final Plot No. 544 admeasuring area about 670 8 Sq. Mtrs. of Town Planning Scheme NO.III (Final) of Village Eksar, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban upon the Terms and Conditions herein after appearing (hereinafter referred to as the said new premises) as "permanent alternate accommodation" on awnership basis.

ANNING .

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as described under Maharashtra Ownership Flats Act, 1960 as amended up to date. The said new premises is written and earmarked on the plan annexed herewith and more particularly mentioned in the schedule herein written

- The Developers shall construct the building/buildings on the said property 2 in accordance with the plan/design/specification approved by the Bombay Municipal Corporation as per the I.O.D. or as amended from time to time as per the DC Rule. Both the parties agree that the plan annexed herewith is final plan. If there is any amendment in layout of concern Owner/s premises or plan then Developers shall take prior written consent from the Owner/s for such amendment.
- On the execution of these presents, the Owner granted consent in favour 3 of the Developer for taking required permissions and sanction of plan and specifications from the Municipal Corporation and other authorities.
- In the event the Developers developing the said property through any 4 other agency or party, the Developers shall execute an agreement with such other agency or party subject to the provisions of this agreement and get terms and conditions and the provisions of this agreement confirmed by such agency.
 - The Developers and Owners hereby agrees that they shall before execution of conveyance of the said land in favour of a corporate body to be formed by the purchasers of tenements in the building to be constructed on the said property make full and true disclosures of the nature of their title to the said property and shall remove any encumbrances, if any, including right, title, interest are aim of an or over the said property, and shall ensure that the said property from all encumbrances and that the Developerand owners have abso clear and marketable title to the said property so as to able convey to the said Co-operative Housing Societies

The Developers shall take possession of the said new premises as soon as the said new premises is ready for use and occupation. Provided however that the possession shall be given only after the Developers shall have completed the building with all the amenities and obtained all necessary permission from BMC in respect of the said building from concerned Authorities for respective Permanent बदर-११/

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Accommodation.

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After the Developers shall have taken possession of the said new premises for use and occupation, the Developers shall be liable to bear and pay proportionate share (that is in proportion to floor area of the said new premises) of outgoing in respect of the said new premises as well as proportionate share in the local taxes, or such other levies by the concerned local authority and/or Government, water charges, bill collectors, chawkidars, sweepers and all other expenses necessary incidental to the management and maintenance of the building or as per Co-operative Act. Until the society/limited company is formed and the said building/s transferred to it for his flat. The amount so paid by the Owner/s to the Developer shall not carry any interest and remain with the Developer which shall be utilised by the Developers for meeting with the expenses as aforesaid. On conveyance being executed, in favour of the society or a limited company, the aforesaid deposits shall be paid over by the owners to the society or the limited company as the case may be. The developers undertakes to any such provisional monthly contribution and such proportionate shares of outgoing regularly and every month in advance and shall not withhold the same for any reasons whatsoever.

The Developers hereby agrees and undertakes to become a member in respect of said new premises in proposed co-operative societies or associations of the persons to be formed in respect of the said building to be constructed on the said property.

Both the parties agree and confirm that the recitals appearing hereinable of form integral part of this Agreement as if the same are set out in the body of the Agreement and both the parties hereto deenled to have recorded, repeated and confirmed the recitals appearing hereinabove. The sectal shall be treated as the integral and operative part of this agreement.

The Developer have at their own costs have got the plan approved and sanctioned for the proposed building with certain modification from the Mumbai Municipal Corporation and have obtained I.O.D. C.C. from the concerned authorities.

The Developers shall pay the following charges to the Owner concernation authority at the time of possession.

Rs. 500/ - /- for share money, application & entrance fee of the Society.

(b) Rs. _______/- for formation of the Society/Limited/Company/ Association of persons.



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__/- towards provisional outgoing for Municipal Taxes, Water bill, Common electric Bill, Maintenance Charges, other __/- Total Rs. ___/1, 878/-

The Developers shall give account of maintenance amount on handing over the charge of maintenance/administration of proposed building to the society.

- The Developers shall check up all the fixtures and fittings in the said new 14. permanent alternate accommodation before taking possession of the same. However, the Developers is entitled to point out any defect in writing within 90 days from the taking possession of permanent alternate accommodation and Owner/s undertake/s to rectify the said defect.
- The Developers shall join as members of the Co-op. Society/Limited Co., 15. as the case may be to be formed and shall abide by and agree to abide by the rules and regulations and bye-laws of the said Society/Limited Co, and shall agree to pay to the said society such amounts as may be payable by them to the said Society/Limited Co. The Developer shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the said Society / Limited Co.
 - The Developers shall not use the said new premises or permit the same to be used for any purpose whatsoever other than the purpose for which it is allotted or allowed by the Municipal Corporation nor for any other purpose which may or is likely to cause hindrance/annoyance to the Developers and occupiers of the other premises in the said new building/s or to the owners/occupiers of the membering properties nor for any illegal or immoral purposes. 10420 P
- The Developers are entitled to sale/transfer/assign their light, title and 17. interest in the said permanent alternate accommodation to be given to him/her/them during construction period. The owner/s agrees that they shall not be entitled for any transfer charges for the same, till the registration of the society. Such purchaser shall comply with the terms & condition of this agreement.





All notice to be served on the Developers as contemplated by this 18 Agreement shall be deemed to have been duly served if sent to the Developers under certificate of posting at their address stated hereinabove

The said Permanent Alternate Accommodation herein allotted is on 19 Ownership basis, and this Agreement shall be deemed under the provisions of Section 4 of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act,

1963

The Developers shall pay the stamp duty and registra 20 Agreement for Permanent Accommodation. The day stampulouty and registration charges will be as decided by the Registration and Collector of Stamps

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO

The residential premises that Flat No. 304, admeasuring 421 Sq. Ft. Carpet area on 3rd floor in the building known as KAUSHIK TOWER situated at Chikoowadi, Shimpoli on piece or parcel of land or ground on all that piece and parcel of land bearing C.T.S. No. 547-B and now Final Plot No. 544 admeasuring area about 670 8 Sq. Mtrs. of Town Planning Scheme No. III (Final) of Village Eksar, in Taluka Borivalı in the Registration District and Sub-District of Mumbai City and Mumbai Suburban

Signed and Delivered by the within named "THE OWMER/S"

MR. BHAGWAN PANDURNAG MALI

for self and C/A to No. 1 & 3 to 9

presence of



spector of

M/S. SAWANT CONSTRUCTION

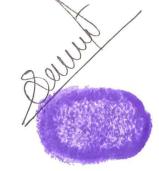
the sole Proprietor

MR. LAXMIKANT RAMCHANDRA

SAWANT to execute these presents,

who have signed these presents

in the presence of





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