

## AGREEMENT FOR SALE

MR. / MRS. / ~~M/S.~~ DERIC JEROME HENRI ES

FLAT/SHOP/PREMISES NO. 302

BUILDING NO. : 5 FLOOR : THIRD

PROPERTY DEVELOPERS :-

**SAI SAMARTH ENTERPRISES**

C-14, Sheetal Darshan, Sheetal Nagar,  
Mira Road (E) - 401107. Dist. Thane - 401107.



पावती क्र.

नोंदणी ३९ म.  
Regn. 39 m.

दस्तावेजजाचा/अर्जाचा अनुक्रमांक ६५९४४/२०१०

दिनांक २१/३/२०१० सन १४/२०१०

दस्तावेजजाचा प्रकार-

४२१०११११ ५,५५,००१/-

सादर करणाराचे नाव-

८,२२,००१/-

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ)

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

श्रमाणित नकला (कलम ५७) (फोलिओ)

इतर फी (मागील पानावरील) बाब क्र.

नोंदणी फी	१
नक्कल फी (फोलिओ)	४०२१०१६
पृष्ठांकनाची नक्कल फी	८२२०
टपालखर्च	९२
नकला किंवा जापने (कलम ६४ ते ६७)	२
शोध किंवा निरीक्षण	१
दंड-कलम २५ अन्वये	
कलम ३४ अन्वये	
श्रमाणित नकला (कलम ५७) (फोलिओ)	
इतर फी (मागील पानावरील) बाब क्र.	
एकूण	८३०५

Received from fee by Challan /

Payment Receipt / Pay Order vide No.

16 Dt 9.2.2010

४३०५/- एकूण

८३०५/-

दस्तावेज

नक्कल

*Signature*

नोंदणीकृत डाकने पाठवली जाईल.

या कार्यालयत देण्यात येईल.

दुरुम निबंधक.

दस्तावेज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत/डाकने पाठवावा.

हवाली करावा.

निबंधक ठाणे फ. ४

सादरकर्ता

0128440

इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणान.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दुय्यम निबंधक

दस्तऐवज परत केला.

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WHEREAS originally one Mr. Aloysious Daniel Vaz, was the owner of land bearing old survey No. 482 (part), New Survey No. 104(part), admeasuring 39538 sq. yards, i.e. equivalent to 33057.79 sq. meter, situate, lying and being at village Bhayandar, ( Near Mira Road ), Taluka and District Thane and in the Registration District and Sub-District of Thane and more particularly described in the First Schedule hereunder written, (hereinafter referred to as 'THE SAID ENTIRE PROPERTY').

WHEREAS by an Agreement for sale, dated 2nd July, 1991, the said Mr, Aloysious Daniel Vaz agreed to sell the said property to M/s. Sidharth Enterprises at the price and on the terms and conditions therein contained.

WHEREAS in pursuance to the said Agreement for Sale, dated 2nd July, 1991, the said Mr. Aloysious Daniel Vaz had executed an Irrevocable General Power of Attorney in favour of partners of the said M/s. Sidharth Enterprises, conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

WHEREAS the Additiobnal Collector and the Competent Authority, Thane Urban Agglomeration, who by his Order No. ULC/TAW.S.H.S./20/SR-521, dated 16-9-1993, allowed the original owners to develop the said property u/s. 20 of the Urban Land (Ceiling and Regulation) Act, 1976, subject to the terms and conditions stipulated under the said order.

WHEREAS the Chief officer of the Mira Bhayandar Municipal Council, vide his Letter No. NF/NR/3275/12358/93-94, dated 8-2-1994 was pleased to sanction the plan of the building to be constructed on the said property.

WHEREAS the collector of Thane, by his Order No Revenue/K-1/T-7/NAP/SR/53/94, dated 16/6/1994, was pleased to convert the said property under the provision of section 44 of the Maharashtra Land Revenue Code, 1966.

WHEREAS the Chief Officer of the Mira Bhayandar Municipal Council, vide his Letter No. NF/NR/2304/7767/96-97, dated 3-3-1997 was pleased to grant Commencement Certificate in respect of the buildings to be constructed on the said property.

WHEREAS by an Agreement, dated 5th April 1998, the said M/s. Sidharth Enterprises, in its turn agreed to assign an area admeasuring 28637.30sq.feets of the F.S.I. available on an area admeasuring 2660.47 sq. meters, forming the portion of the said land bearing Old Survey No. 482(part), New Survey No. 104(part) of Village Bhayandar, Taluka and District Thane, more particularly described in the Second Schedule hereunder wirtten, to the Builders herein at the price and on the terms and condition there in contained.

WHEREAS in pursuance to the said Agreement, dated 5th April, 1998, the said M/s. Siddarth Enterprises had executed an Irrevocable General Power of Attorney in favour of the Builders herein, conferring upon them several powers interalia power to develop the said property by constructing building thereon and tosell the flats/shops/offices and other premises to the prospective purchasers thereof.

WHEREAS under the aforesaid circumstances, the Builders have acquired thedevelopment rights of the said property, more particularly described in the Second Schedule hereunder written.

WHEREAS the Builders hereby state and declare that the said Agreement and Irrevocable General Power of Attorney executed and between the parties thereto as stated here-above are valid, legal,subsisting and same are in full force and effect.

WHEREAS under premises aforesaid, lthe Builders herein are entitled and enjoyed upon to construct building on the said property in accordance with the said order and permis-sions granted by the concerned authorities.

WHEREAS the Builders have proposed to construct on the said property, more particularly described in the Second Schedule hereunder written a new building known as SHUP KARNA Situated at Siddharth Nagar as building No. 5 & 11 (hereinafter referred to as the 'SAID BUILDING')

WHEREAS under the premises aforesaid, the Builders alone have the sole and exclusive right to sell the Flats / Shops / Offices in the said building to be constructed by the Builders on the said property and to enter into agreement with the Purchasers of the flats and shops and to receive the sale price in respect thereof.

WHEREAS the Flat / Shop / Office purchaser demanded from the Builders and the Builders have given inspection to the Flat / Shop / office purchaser of all the documents of title relating to the said property the said orders and permissions granted by the authorities concerned, and the Agreement and Irrevocable General Power of Attorney executed by and between the parties thereto and also building plans, designs and specifications and of such otherdocuments as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act, 1963) (hereinafter referred to as the said "Act") and the rules made thereunder.

WHEREAS the copies of Certificate of title issued by the Advocate of the Builders, copies of Village forms VI or VII and XII or any other relevant revenue record showing the nature of title of the Builders to the said property described in the Second Schedule hereunder written and copies of the said plans approved by the concerned authorities have been annexed hereto and marked Annexure 'A', 'B' and 'C' respectively.

WHEREAS the Builders have accordingly commenced construction of the said building in accordance with the permission and orders granted by the Authorities concern.

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WHEREAS the Flat / Shop / Office purchaser applied to the Builders for a allotment to the Purchaser Flat/Shop/Office No. 302, admeasuring 780 Sq. Ft. (Super Built-up / Built-up / Carpet on the third floor of the Building known as SHUP KARNA Bldg No. 5 to be constructed by the Builders on the property described in the Second Schedule hereunder written and deciaered that neither the said Flat/Shop/office purchaser nor the members of the Flat/Shop/Office Purchasers family own a tenement or a house or building within the limit of the Mira-Bhayandar Municipal Council and agreed that the Flat/Shop/Office purchaser shall not resell or transfer the said Flat/Shop/ Office for a period of Two years from the date of execution of the Agreement of the said Flat/Shop/Office.

WHEREAS relying upon the said application, declaration and agreement, the Builders agreed to sell to the Flat / Shop / Office purchaser a Flat / Shop / Office at the price and on the terms and conditions hereinafter appearing.

WHEREAS under section 4 of the said Act the Builders is required to execute a written Agreement for sale of the said Flat / Shop / Office to the Flat / Shop / Office purchaser being in fact these presents and also to register the said agreement under the Registration Act.

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

1. The Builders shall construct the said building known as SHUP-KARNA Building No. 5 & 11 on the said property in accordance with plans, designs, specifications approved by the local authority which have been seen and approved by the Purchaser with only such variations and modifications as the Builders may consider necessary as may be required by the concerned local authority which the Purchaser hereby gives consent.
2. The Purchaser hereby agrees to purchase and the Builders hereby agree to sell Flat / Shop / Office No. 302 of an area admeasuring 780 Sq. Ft. ( Super Built-up / Carpet / Built-up) on the third floor, in the building known as SHUP KARNA BUILDING No. 5 and more particularly described in the Third Schedule hereunder written. ( hereinafter called "the said Premises").
3. The Purchaser shall pay to the Builder a sum of Rs. 585,000/- (Rupees five lac eighty five thousand only only) as the purchase price in respect of the said premises apart from the other payments to be made by the Purchaser under this agreement to the Builder. The Purchase price shall be paid by the purchaser to the Builder in the following manner.
  - a. Rs. \_\_\_\_\_/- as Earnest on or before the execution of an agreement.
  - b. Rs. \_\_\_\_\_/- On completion of Plinth work.
  - c. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 1st Slab.
  - d. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 2nd Slab.
  - e. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 3rd Slab.
  - f. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 4th Slab.
  - g. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 5th Slab.
  - h. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 6th Slab.
  - i. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 7th Slab.
  - j. Rs. \_\_\_\_\_/- On completion of R.C.C. frame work of the 8th Slab.

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- k. Rs. \_\_\_\_\_ /- On completion of Brick Work.  
l. Rs. \_\_\_\_\_ /- On completion of Plumbing and Plastering work.  
m. Rs. \_\_\_\_\_ /- On completion of Flooring.  
n. Rs. \_\_\_\_\_ /- On giving POSSESSION of the said Premises.

4. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalments of the purchase price shall be the essence of the contract. In the event of the Purchaser making any default in payment of any of the installments of the purchase price, the Builder will be entitled to terminate this Agreement and in that event to refund to the Purchaser all the money paid by the purchaser as purchase price hereunder without any interest after the said premises is sold to another party as the Builder may determine and after the Builder shall have received the payment from the New Purchaser of such premises, and the Builder shall also be entitled to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Builder and in the event of default, the purchaser will have no right whatsoever on such premises.

5. Without, prejudice to the above and the Builder other rights under this agreement and/or in law the purchaser shall be liable to pay to the Builder interest at the rate of 18% per annum on all amounts over due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. The Builder agree to give possession of the said premises to the Purchaser on or before the 30 Sep 2000 subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as Earthquake, Flood or any other natural calamities and act of enemy or other cause beyond the control of the Builder. If however, the Builder are not able to give possession of the said premises to the Purchaser owing to unavoidable circumstances, the Purchaser shall not be entitled to any damage what soever he/she shall be entitled to receive back the money paid by him/her to the Builder towards the price of the said premises without interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will act as Arbitrator.

7. Any Addition and alteration in the said premises and/or in respect of the specifications and amenities by the purchaser, if agreed by the Builder, shall be carried out at the risk and extra cost of the Purchaser which shall be paid in advance to the Builder.

8. Nothing contained in this agreement, shall be construed so as to confer the Purchaser any rights title or interest of any kind whatsoever into or over the said property or building or any part thereof of the said premises such conferment shall take place only on execution of conveyance in favour of such co-operative society which shall be formed by Purchasers of different premises in the said building.

9. The Purchaser shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her. All open spaces, Lobbies, lifts, terrace etc. will remain the property of the Builder until the whole building is conveyed to the co-operative Society as hereinafter mentioned but subject to the rights of the Builder as hereinafter stated.

10. IT IS EXPRESSLY AGREED that the Builder shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or any other use as may be permitted by the local authority in that behalf and the purchaser or his/her assignee/s shall

*Amr*  
*Henning*



not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.

11. The Purchaser has informed the Builder that he/she desires to use the said premises for residential/business purposes and/or any other purpose or user as may be permitted by the Builder and the local Authority from time to time. However, the Purchaser shall not change the use of the premises without prior written permission of the Builder.

12. It is also understood and agreed that the terrace space if any in front and adjacent to the flat in the said building shall belong exclusively to the respective purchaser of the said flat and such terrace spaces are intended for the exclusive use of the respective purchaser of the said flat. The said terrace space shall not be enclosed till the permission in altering is obtained from concerned local authority and/or promoters of the said building and/or society.

13. The Builder has informed the Purchaser that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines, sewage treatment plant and other common amenities in property described in the schedule hereunder written. The Builder has further informed that all the charge of the aforesaid amenities will be common and the purchaser along with other purchasers in the building shall share such charges in respect thereof as also maintenance charges proportionately. None of the Purchasers shall be entitled to object to the Builder laying such pipelines, underground electric and telephone cable, water lines, drainage lines, sewage lines etc. passing through any of the property belonging to the Builder. The Builder also reserve the right of forming common federation or an Apex co-operative Housing Society or a Committee which may be allowed under the law for the time being in force of all the societies for maintaining aforesaid common facilities such as underground electric and telephone cables, water lines, internal roads, sewage lines, sewage treatment plant and all other common amenities in the scheme passing through any of the property belonging to the Builder including property described in the Second Schedule hereunder written.

14. The Builder shall have a right until the execution of the Conveyance in favour of the society, to make additions or alteration or put up additional structures and stories on the said building which shall be the property of the Builder and the Builder will be entitled to dispose off the same in such manner as they deem fit and the purchaser shall have no objection against the same, if any additional F.S.I. is available to the Builder before the execution of the conveyance in favour of the proposed society, the Builder shall entitled to utilise the same and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I. irrespective of the fact that the premises and/or the management of the said building has been handed over to or taken over by such co-operative society or adhoc committee or any other body of such Purchaser.

15. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the purchaser in respect of the said premises agreed to be purchased by the purchaser, the Builder shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title of right, title or interest in the said plot of land more particularly described in the second schedule hereunder written and/or in building to be constructed by the Builder or any part thereof in accordance with the provisions of law for the time being in force.

16. IT IS HEREBY EXPERESSLY AGREED BETWEEN THE PARTIES hereto that the Builder shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to mortgage the said land and/or the entire construction

work put up thereon or any part thereof and such mortgage created by the Builder for obtaining construction loan shall have a priority over the right or charge in favour of the purchaser for the payments made by the purchaser hereunder.

17. As soon as the Building is notified by the Builder as complete such of the purchasers of the premises (Including the Purchaser herein) shall pay the respective arrears of the price payable by them within 7 days of such notice served individually or to be put in any prominent place in the said building. If the Purchaser fails to pay the arrears inspite of the notice served as aforesaid, the Builder will be entitled to terminate this agreement with the Purchaser and to refund to such purchaser all the installments of purchase price paid by such purchaser till then, but without interest thereon and after deducting therefrom the outgoings and dues in respect of the premises agreed to be purchased by him/her from the date of completion of the building until the Builder shall have disposed off such premises. The money becoming refundable to the Purchaser shall have sold and/or disposed off and received the entire consideration price of the premises in respect of which the agreement shall have been rescind under this clause.

18. The Builder shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be purchased by the Purchaser. The Builder shall execute or cause the owners to execute in favour of the co-operative society to be formed by the purchaser of the premises in the said building a conveyance, respect of land mentioned in the second schedule hereunder written if the Builder shall have created any encumbrances on the said pieces of land and/or the construction work thereon for obtaining construction loan in favour of any party or financial institution at or before the execution of the conveyance as aforesaid, the Builder shall satisfy such mortgage or charge.

19. The purchaser shall maintain at his/her own costs the said premises agreed to be purchased by him/her in the same good condition, stage and order in which it is delivered to him/her, and shall abide by all orders, bye-laws, rules and regulations of the Government, and any other authorities and the Local Authority and shall attend to answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this agreement.

20. The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builder are not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

21. The Purchaser hereby covenants with the Builder to pay amounts required to be paid by the Purchaser under this agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builder indemnified against the said payment and observance and performance of the said covenants and conditions.

22. The Purchaser hereby agrees and undertakes that the purchaser shall become a member of the co-operative society in the manner hereinafter appearing AND ALSO from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such society including the bye-laws of the proposed society. No objection shall be raised to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The purchaser shall be bound from time to time to sign, all papers and documents and to do all other things as may

be required from time to time for safeguarding the interest of the Building failure to comply with the provisions of this clause will render this agreement also fact to come to an end.

23. The purchaser hereby agree that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the state Government or any amount becoming payable by way of betterment charge or development charges or any other payment of a similar nature in respect of the said land described in the second schedule hereunder written and/or the structure or structures to be constructed thereon, the same shall be reimbursed by the Purchaser to the Builder in the proportion in which the area of the said premises in the said building and/or in all other structures in the said land as the case may be. Determination of such proportionate charges by the Builder shall be final.

24. (a) The Purchaser hereby further agrees and bind himself/herself to pay from the date of the delivery of the said premises, his/her proportionate share that may be determined by the Builder from time to time as outgoings in respect of the property including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, watchman and security service, sanitation, additions, and alterations, paintings, colour washing etc. and all other expenses incidental to the management of the property. Such payment shall be made by the purchaser on or before 5th day of each and every calendar month in advance whether demand thereof is made or not.
- (b) The purchaser shall pay his/her proportionate share of the aforesaid taxes, charges and outgoings to the Builder until the adhoc committee constituted by the Purchasers of the Flats/Shops in the said building has been formed and the management of the said building and the common amenities has been handed over to such adhoc committee or the co-operative society by the Builder.
- (c) Until all the taxes and watercharges are fixed and separately assessed the exact amount of outgoings is worked out for such other premises the Purchasers shall regularly pay to the Builder the amount assumed by the Builder for the outgoings. If the amount so recovered by the Builder is more than the actual outgoings worked out for the premises purchased by the Purchasers, the amount in excess shall be refunded to the Purchaser and if the amount so recovered is less than the actual amount worked out, the purchaser shall immediately on demand pay to the Builder the amount of difference.

25. The Purchaser shall on demand pay to the Builder a sum of Rs. 5260/- (Rupees five thousand two hundred sixty only only) in addition to the cost of the Flat/Shop/Office agreed to be acquired as stated above, being his/her proportionate share in the general expenses such as entrance fees of the society, share money, charges for laying cables, the charges for electric and water meters to be paid to the local authority, expenses for formation of the society and the professional costs of the lawyers of the Builder of this Agreement and the conveyance to be executed in favour of the society of the Purchasers and all other miscellaneous expenses to be incurred by the Builder. The Builder shall not be liable to render any accounts for the aforesaid expenses.

26. The Purchaser shall prior to taking the possession of the premises, pay to the Builder, a sum of Rs. \_\_\_\_\_/- which will be held by the Builder and the Builder shall be entitled to utilise the moneys from such deposits towards payment of taxes, other out goings and other expenses incurred by the Builder on behalf of the Purchaser or the Society of the

Purchasers under terms of this Agreement. This amount is non refundable nor accountable.

27. The purchaser shall not without the written permission of Builder, let, sub-let, sell, convey, charge or in any way incumber or deal with or dispose off his/her premises nor assign, underlet or part with his/her interest or benefit under this agreement or any part thereof or in the said premises until the execution of the conveyance in favour of such co-operative society and till the Purchaser shall have paid to the Builder all moneys payable to Builder under this Agreement or otherwise. The co-operative society so formed shall have no right to recognise any transfer without the prior written permission of the Builder and shall submit to the Builder a statement of the existing member at the end of every months till the time the conveyance has been executed in favour of the Society as stated herein.

28. The Purchaser shall permit the Builder and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her premises or any part thereof for the purpose of repairing any part of the building and for laying checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or servicing to be used for the said building and also for the purpose of laying down, maintenance, repairing & testing drainages, as an welding and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the purchaser or the occupier of such of other premises, as the case may be, shall have committed default of paying his/her share of the water tax and/or other outgoings and the electric charges and all other outgoings.

29. The Purchase shall not at any time demolish the said premises or cause to be done any additions alterations whatsoever nature in or to the said premises or any part thereof. The Purchaser shall keep the premises, walls, partition wall, sewers, drainings, pipers and appurtenances thereto in good and tenable repair condition and in particular the said building other than his/her premises. The purchase shall not close or cause to be closed the terraces/veranah or lounges or balconies or make or cause to be made any alterations in the elevations and outside colour actions or scheme of the premises to be acquired by him/her.

30. After the possession of the premises is handed over to the purchaser if any additions or alteration in or about to relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the purchasers of premises in the said building at his/her own costs or manner liable or responsible for the same.

31. The Purchaser shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.

32. The Purchaser shall not do or permit to be done Act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building.

33. After the building is complete and ready and fit for occupation and after the Society as aforesaid is registered and only after all the premises in the said building have been sold or disposed off by the Builder and only Builder have received all dues payable to them under the terms of this Agreement or otherwise with various purchasers of premises, the Builder shall execute a Conveyance in favour of the said Society.

34. In the event of the Society being formed and registered before the sale and disposal by the Builder of all the premises in the said building, the power and the authority of the

society so formed or of the purchasers herein and other purchaser of the premises shall be subject to the overall power of the Builder in any of the mattersw concerning the building the construction and completion thereof and all amenities pertainingto the same and in particular, the Builder shall have absolute authority and control as regards the unsold premises and the disposal therefo irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, adhoc committee or any other body.

35. The Purchaser agrees with the Builder that the Co-operative Society that may be formed by the Purchasers of the Flat/Shop/Office in the said building, if possible, shall become the members of the intended Apex Co-operative Society or the Federation is not possible to be formed under the law for the time being in force each of the society in the said scheme shall nominate two persons to represent such society and a comittee shall be formed. Such committe which is formed by the representative of each of the societies in the scheme shall be in charge of the maintenance of internal access roads, common recreatin space, sewage treatment plant and all other common amenities in the scheme and such co-operative society, federation or expenses in maintaining and reconstructing the internal access road and open recreation space and all the common amenities as needed from tiem to time. The Purchaser hereby consents to such co-operative society or federation committee to be formed by the purchasers of the flats/shops in the said building and to become a member of such co-operative society or Federation committee and to pay from time to time such amounts that may be payable to such body. The Purchaser further agrees and undertakes to contribute his/her proportionate share as may be fixed by such co-operative society, federation or committee from time to time.

36. Any delay or indulgence by the Builder in enforcing the terms of this Agreement or any forbearnce or giving time to the purchaser for any reason whatsoever shall not be considered as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Builder.

37. The letters, receipts and/or notices issued by the Builder dispatched Under Certificate of Posting to the address known to them of the purchaser or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the purchaser and shall completely and effectively discharge the Builder.

38. If the purchaser neglects, omits or fails to pay for any reason whatsoever, to the Builder any part of the amount due and payable to the Builder under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the purchaser shall in any other way fail to perform or observe any of the convnants and stipulations herein contained or referred to, the Builder shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall cease and stand terminated. The purchaser herein agrees that on the Builder re-entry on the said premises as aforesaid all the right, title and interest or the purchaser in the said premises and under this Agreement shall cease and the purchaser shall also be liable for immediate ejectment (of the pourchaser) as a Trespasser.

society so formed or of the purchasers herein and other purchaser of the premises shall be

39. The Builder shall in that event refund the moneys without interest paid as purchase price by the Purchaser only after disposing off the premises to any other party. The Builder shall be entitled to deduct from the purchase price becoming refundable to the purchaser under this clause the loss or damage suffered by the Builder and/or other Purchasers of premises on account of the Purchaser committing breach of any of the terms and conditions herein.

40. It is hereby agreed by and between the parties that till the date of getting water supply from the Mira-Bhayandar Municipal Council, the flat purchaser in the proposed building on their own shall make alternative arrangement for water supply and to which the Builder shall not be held responsible in any manner whatsoever.

41. It is hereby expressly agreed by and between the parties hereto that the Builder shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builder to the various authorities which are non-refundable on account of the said building.

42. The Purchasers hereby agree that even after the society is formed they shall not charge maintenance charges for the unsold premises to the Builders.

43. The registration of this Agreement is compulsory and mandatory under the India Registration Act, and as also the Maharashtra Ownership Flat Act, 1963 within 3 months from the date of execution hereof failing which attracts heavy penalty. The Purchaser shall at his/her cost lodge this Agreement within 3 months from the date hereof for registration with sub-registrar of Thane and forthwith inform the Builder, the serial number and the date under which the same is lodged to enable them to admit the execution of the same. The Purchaser shall pay stamp duty registration fee and other incidental expenses for registration of this Agreement.

44. Under no circumstances possession of the said premises shall be given by the Builders to the Purchaser unless and until all payments required to be made this Agreement by the Purchaser have been made to the Builders.

45. The Builders shall in respect of any amount to be paid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises, agreed to be acquired by the Purchaser.

46. The Purchaser shall from the date of receipt by him/her/them of the notice from the Builders to take possession of the said premises shall regularly pay every month a provisional amount as decided by the Builders/Promoter towards expenses, taxes, salary of persons appointed by Builders to manage and look after the building to the Chowkidars, Sweepers, Insurance premium etc and other outgoings.

47. The Purchaser hereby agrees that in the event of any amount due to the Municipality or to the State Government or betterment charges or development taxes or any other tax or payment of a similar nature becoming payable by the Builders the same shall be reimbursed by the Purchaser to the Builders in proportion to the area of the said premises agreed to be acquired by the Purchaser and in determination such amount the decision of the Builders shall be conclusive and binding upon the Purchaser.

48. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. his/her address specified below :-

*PHH*  
*Herniques*  
Mr. Desic Herniques, 122/E, Warli  
Village, Mumbai 400025

49. This Agreement shall always be subject to the provisions contained in the Maharashtra

Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer ) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction etc.) Rules 1964 or any modifications, orders and notifications issued by the competent authority under the Ownership Flats Act and for the time being in the force or any other provisions of law applicable thereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands at Mira Road the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT pieces or parcels of land bearing Old Survey No. 482(part), New Survey No. 104(part), admeasuring 39538 sq. yards, i.e. equivalent to 33057.79 sq.meter, situate, lying and being at Village Bhayandar, (Near Mira Road), Taluka and District Thane and in the Registration District and Sub-District of Thane and more particularly shown and surrounded by RED colour boundary line on the plan annexed hereto.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

An area admeasuring 28637.30sq. feet of F.S.I. inclusive of an area admeasuring 2126.00sq. feet constructed area to be allotted to the nominees of the Govt. under the provisions of Urban Land (ceiling and Regulation) Act, 1976, on an area admeasuring 2660.47 meters, forming the portion of the said land bearing old survey No. 482(part) New Surevey No 104 (part) of Village Bhayandar, Taluka and District Thane.

SIGNED SEALED AND DELIVERED ) For SAI SAMARTH ENTERPRISES

PRISES by the withinnamed "BUILDERS" )

M/s. SAI SAMARTH ENTERPRISES )

through its partners )

Rajendra K. Marani )

*Rajendra K. Marani*

Partner

in the presence of )

1. H.G. Patil )

2. [Signature] )

SIGNED SEALED AND DELIVERED )

by the withinnamed "PURCHASERS" )

Mr./Mrs/Miss DERIC JEROME )

HENRIQUES )

*Henriques*

in the presence of )

1. H.G. Patil )

2. [Signature] )

# RECEIPT

RECEIVED of and from the within named purchaser, )

the sum of Rs. 51,000/- )

(Rupees fifty one Thousand )

Only )

by way of part payment/full sale consideration )

price hereinabove mentioned, by cash on )

this 22 day of Feb 1992000, by )

cheque DD/pay Order bearing No. 021306 )

dated 22/2/2000 drawn on State bank of )

Mysore, Mumbai - 21 )

Rs. 51,000/- 1

WE SAY RECEIVED

*Prakash*

For M/s. SAI SAMARTH ENTERPRISES

(Partner)

Witness

1. H.G. Prakash *HP*
2. *[Signature]*



## DECLARATION

### DECLARATION FOR NOT HOLDIGN IMMOVABLE PROPERTY LIKE TENAMENT HOUSE OR BUILDING

I/We MR/MRS: DERIC JEROME HENRIQUES

intending purchaser of flat No. 302

in the project SIDDHARTH NAGAR at station Road, Mira Road (East), Dist. Thane, hereby declare that neither I/We nor the members of my/our family (as defined under the U.L.C. Act, 1976) hold any tenament, house or land with a building thereon anywhere in urban agglomeration mentioned in the Urban Land (Ceiling and Regulation Act) 1976 within the area of 8 K.M. peripheral area of Greater Bombay.

PLACE : MIRA ROAD (EAST)

SIGN : *Henriques*

NAME : DERIC JEROME HENRIQUES

DATE : 27TH FEBRUARY 2000

# GENERAL AMENITIES

## LIVING ROOM :

Granite flooring  
Powder coated aluminium windows  
Marble framing for windows  
Fan  
Tubelight  
Oil bound distemper colour  
T.V. Point  
Telephone Point

## KITCHEN :

Granite Platform with sink  
Ceramic tiles above Platform up to window height  
Ceramic flooring  
Powder coated aluminium window  
Marble framing for aluminium window  
Water purifier  
Loft  
Fan  
Tubelight  
Exhaust Fan  
Oil bound distemper colour

## BED ROOM :

Ceramic flooring.  
Powder coated aluminium window  
Marble framing for aluminium window  
Fan  
Tubelight  
Oil bound distemper colour  
Telephone Point

## BATH ROOM :

Ceramic tiles full height  
Concealed plumbing  
Mini Geyser  
Necessary fittings  
Loft tank in each flat

## W.C. :

Ceramic Tiles full height  
Flush Tank

## PASSAGE :

Granite flooring  
Wash Basin  
Mirror  
Bell  
Oil bound distemper colour.

## ENTRANCE :

Decorative Entrance  
Lift of Approved company.

*A. E. K.*  
*Handwritten signature*

**TO WHOMSOEVER IT MAY CONCERN**

THIS IS TO CERTIFY that I have investigated the title of Mr. Aloysious Daniel Vaz, in respect of land bearing old Survey No. 482 (part), New Survey No. 104 (part), admeasuring 39538 sq. yards, i.e. equivalent to 33057.79 sq. meter, situate, lying and being at village Bhayandar, ( Near Mira Road ) , Taluka and District Thane and in the Registration District and Sub-District of Thane and have to state as hereunder.

1. On perusal of Revenue Records, it appears that Mr. Aloysious Daniel Vaz, is the owner of land bearing Old Survey No 482 (part), New Survey No. 104 (part), admeasuring 39538 sq. yards, i.e. equivalent to 33057.79 sq. meter, situate, lying and being at Village Bhayandar, (Near Mira Road), Taluka and District Thane and in the Registration District and Sun-District of Thane.
2. By an Agreement for sale, dated 2nd July, 1991, the said Mr. Aloysious Daniel Vaz agreed to sell the said property to M/s. Sidharth Enterprises at the price and on the terms and conditions therein contained.
3. In pursuance to the said Agreement for sale, dated 2nd July, 1991, the said Mr. Aloysious Daniel Vaz had executed an Irrevocable General Power of Attorney in favour of partners of the said M/s. Sidharth Enterprises, conferring upon them several powers interalia power to sell the said property to the person or persons of their choice.
4. The Additional Collector and the Competent Authority, Thane Urban Agglomeration, who by his order No. ULC/TAW.S.H.S./20/SR-521, dated 16/9/1993, allowed the original owners to develop the said property u/s. 20 of the Urban Land (Ceiling and Regulation) Act, 1976, subject to the name and condition stipulated under the said order.
5. The Chief Officer of the Mira Bhayandar Municipal Council, vide his letter No. NF/NR 3275/12358/93-94, dated 8/2/1994 was pleased to sanction the plan of the building to be constructed on the said property.
6. The Collector of Thane, by his Order No. Revenue/K-1/T-7/NAP/SR/52/94, dated 16/6/1994, was pleased to convert the said property under the provision of section 44 of the Maharashtra Land Revenue Code, 1966.
7. The Chief Officer of the Mira Bhayandar Municipal Council, vide his Letter No. NF/NR/2304/7767/96-97, dated 3/3/1997 was pleased to grant Commencement Certificate in respect of the buildings to be constructed on the said property.
8. By an Agreement, dated 5th day of April, 1998, the said M/s. Sidharth Enterprises, in its turn agreed to assign an area admeasuring 28637.30sq.feet of the F.S.I. available on an area admeasuring 2660.47sq. meters, forming the portion of the said Land bearing Old Survey No. 482 (part), New Survey No. 104 (part) of Village Bhayandar, Taluka and District Thane, to M/s. SAI SAMARTH ENTERPRISES, at the price and on the terms and conditions therein contained.
9. In pursuance to the said Agreement, dated 5th day of April, 1998, the said M/s. Sidharth Enterprises had executed an Irrevocable General Power of Attorney in favour of partners of the said M/s. SAI SAMARTH ENTERPRISES, conferring upon them several powers interalia power to construct the buildings on the said property and also to sell the flats/shops and other premises to the prospective purchasers thereof.
10. The Agreements and Irrevocable General Power of Attorney executed and between the parties thereto as stated hereinabove are valid, legal, subsisting and same are in full force and effect.
11. I have also taken the searches in respect of the said property in the office of Sub-Registry of Thane and Bombay from 1968 to 1999 respectively. However during the course of my searches, I have not come across any registered instruments pertaining to the said property.
12. On the whole from the searches taken by me in the office of Sub-Registry of Thane and Bombay from 1968 to 1999 respectively and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that the title of the said property owned by Mr. Aloysious Daniel Vaz is clear, marketable and free from all encumbrances. I further state and certify that the said M/s. SAI SAMARTH ENTERPRISES, are entitled to construct the buildings by utilising an area admeasuring 28637.30sq.feet of the F.S.I. available on an area admeasuring 2660.47 sq. meters, forming the portion of the said land bearing Old Survey No. 482 (part), New Survey No. 104 (part) of Village Bhayandar, Taluka and District Thane, as per the permissions and orders granted by the authorities concerned and shall also be entitled to sell the premises in the building to be constructed on the said property to the intending buyer thereof.

Dated : 24th day of April, 1999.

Advocate.



# मिरा--भाईंदर नगरपालिका परिषद

मुख्य कार्यालय, भाईंदर (पश्चिम)

उपवती शिवाजी महाराज मार्ग, भाईंदर (पश्चिम) पिन कोड. नं. ४०१ १०१.

जा. क्र. नपा/नर/२३०४/७७६७/९६-९७

दि. ३/३/९७

बाबले :- १) श्री/श्रीमती मे. रेड्कोन  
यांचा दि. २०/१२/९६ चा अर्ज.

२) अर्बन सॅन्ड सिमिंग साठीक सक्षम प्राधिकारी नागरी संकुलन ठाणे वाप्याकडीक आदेश  
क. यु. एक. सी./टी. अ. स्कॅम्प/२०/१९९६/पस. भार. ५२९  
दि. १६/९/९३ ची मंजूरी.

३) मे. जिल्हाधिकारी सो., ठाणे वाप्याकडीक आदेश क्रमांक क्र.१०९०-१०/मन्.५३/९६  
पस. भार. ५३/९६ दि. १६/९/९६ ची अहविक मंजूरी.

४) मिरा--भाईंदर नगरपालिका परिषद जा. क्रमांक नपा/नर/३२०५/१२३५८/९३-९४  
दि. ८/२/९४ अहविक मंजूरी.

५)

## —: आदेश :— (सुधारित बांधकाम परवानगी)

मार्गे नं. ४६२ (जुलै) १०४ (नविन) ठाणे - भाईंदर

येथील नियोजित बांधकामांचे नकाशे श्री/श्रीमती मे. रेड्कोन

यांनी दि. २१/१०/९३ रोजी द्यालले केले होते. सवर कामी मे. सक्षम प्राधिकारी

नागरी संकुलन ठाणे वाप्याकडीक दि. १६/९/९३ अहविक मंजूरी घेतलेली आहे.

तसेच सवर प्लॅन एन. अ. (अहविक वापराकरीता) नगरपालिकेने जा. क्र. नपा/नर/३२०५/१२३५८/९३-९४

दि. ८/२/९४ ने मंजूर केलेले होते. अर्जदार यांना मे. जिल्हाधिकारी ठाणे वाप्याकडीक

आदेश क्र. महसक/क्र.१०९०-१०/मन्.५३/९६/पस. भार. ५३/९६ दिनांक १६/९/९६

ने रेखांकनास व अहविक वापरास मंजूरी मिळालेली आहे. या सर्व बाबींचा विचार करून अर्जदारास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६९ चे कलम ४५ नुसार साठीक अटी घटींवर बांधकाम सुरु करणेंस मंजूरी देणेंत येस आहे.

१] बांधकाम इकडीक प्लॅन क्र. सुधारित दि. मे. सोबत

"मंजूर केलेल्या प्लॅन प्रमाणे करणे आवश्यक आहे.

- २) इकडील पत्र क्र. ३२११५/१२३५८/९३९२ दि. ८/२/९४ मधील अटीशर्तीचे पालन करण्याची जबाबदारी अर्जदार याची असून त्याचे उल्लेखन सादर्यास परवानगी रद्द केली जाईल व त्याची जबाबदारी अर्जदारावर राहिल.
- ३) मे. जिल्हाधिकारी सौ. ठाणे यांचेकडील आदेश दि. १९/९/९४ चे पालन करण्याची जबाबदारी अर्जदाराची असून अन्य संबंधित कायद्याची पूर्तता करण्याची जबाबदारी अर्जदारावर राहिल.
- ४) व्हीथ सर्टीफिकेट न घेता पुढील बांधकाम सुरु ठेवल्यास परवानगी रद्द करण्यात येईल.
- ५) सदर बांधकामाची मुदत दि. ३/३/९० पासून दि. २/३/९८ पर्यंत राहिल.
- ६) सदर परवानगीची जास्तीत जास्त <sup>तो</sup> वेळा नूतनीकरण करणेत येईल.



*[Handwritten Signature]*  
 मुख्याधिकारी  
 मिरा-भारदत्त नगरपालिका परिषद

**गांव नमुना सात (अधिकार अभिलेख पत्रक)**

गाव माईदर  
 तालुका ठाणे

पुस्तक क्रमांक	भूमापन क्रमांकाचा उप विभाग	सुधारणा पत्रकी	भोगबदाबाराचे नाव
908			(142) (232)
भेदिका स्थानिक नांव	जु- (821-)		कुवाचे नांव
लागवडी घोग क्षेत्र	हेक्टर	आर	
	3-30-8		आळतिसेस देवळवासा
पट्टा	3-30-8		(9900)
चे.अ. (लागवडी घोग नसलेला)			
वर्ग (अ)			
वर्ग (ब)			
एकूण			(1210)
अ.कारगी			(2000)
जुमी क्रि. विरोध आकारगी			

हारा अधिकार (232) (9909)  
 (2100)  
 8200

**गांव नमुना बारा (पिकांची नोंद घरी)**

वर्ग	इंग्रज	पिकाखालील क्षेत्राचा तपशील									लागवडीसाठी उपलब्ध नसलेली जमीन		अनधिकृत क्षेत्र	जमीन कार्यालये क्र	वेग
		मिश्र पिकाखालील क्षेत्र			निर्भेद पिकाखालील क्षेत्र						एकूण	वेग			
		पिकाचे संकेत	जल सिंचित	अजल सिंचित	पट्टा पिके व प्रत्येका खालील क्षेत्र				पिकाचे क्र	जल सिंचित					
					पिकाचे नाव	जल सिंचित	अजल सिंचित	पिकाचे क्षेत्र							
		ड.आ.	ड.आ.		ड.आ.	ड.आ.		ड.आ.	ड.आ.		ड.आ.				
											N.A.	3-30-8		232	

eulec

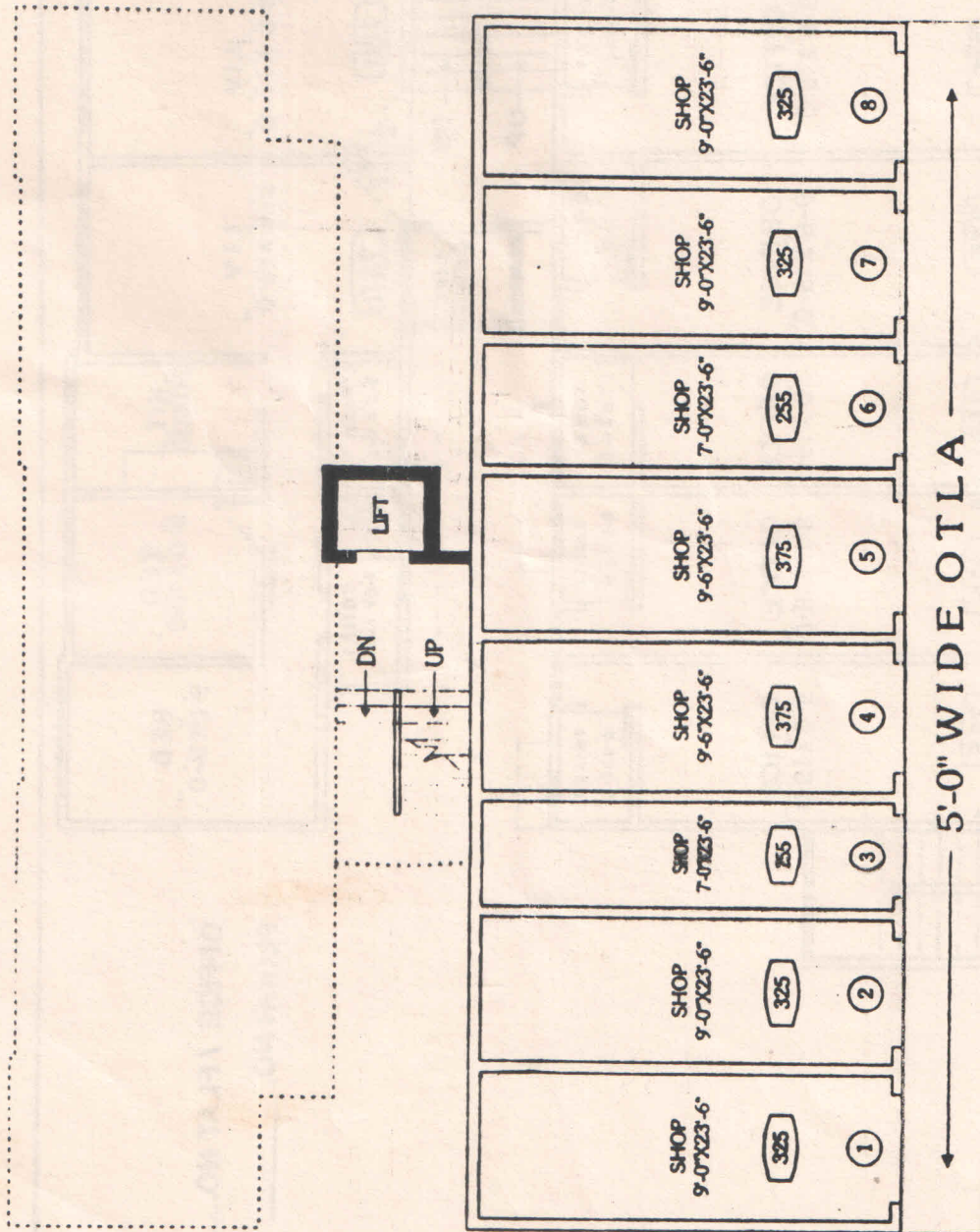
अस्सल धर हुजूम छरी नसतल दिली आी 91 EEC

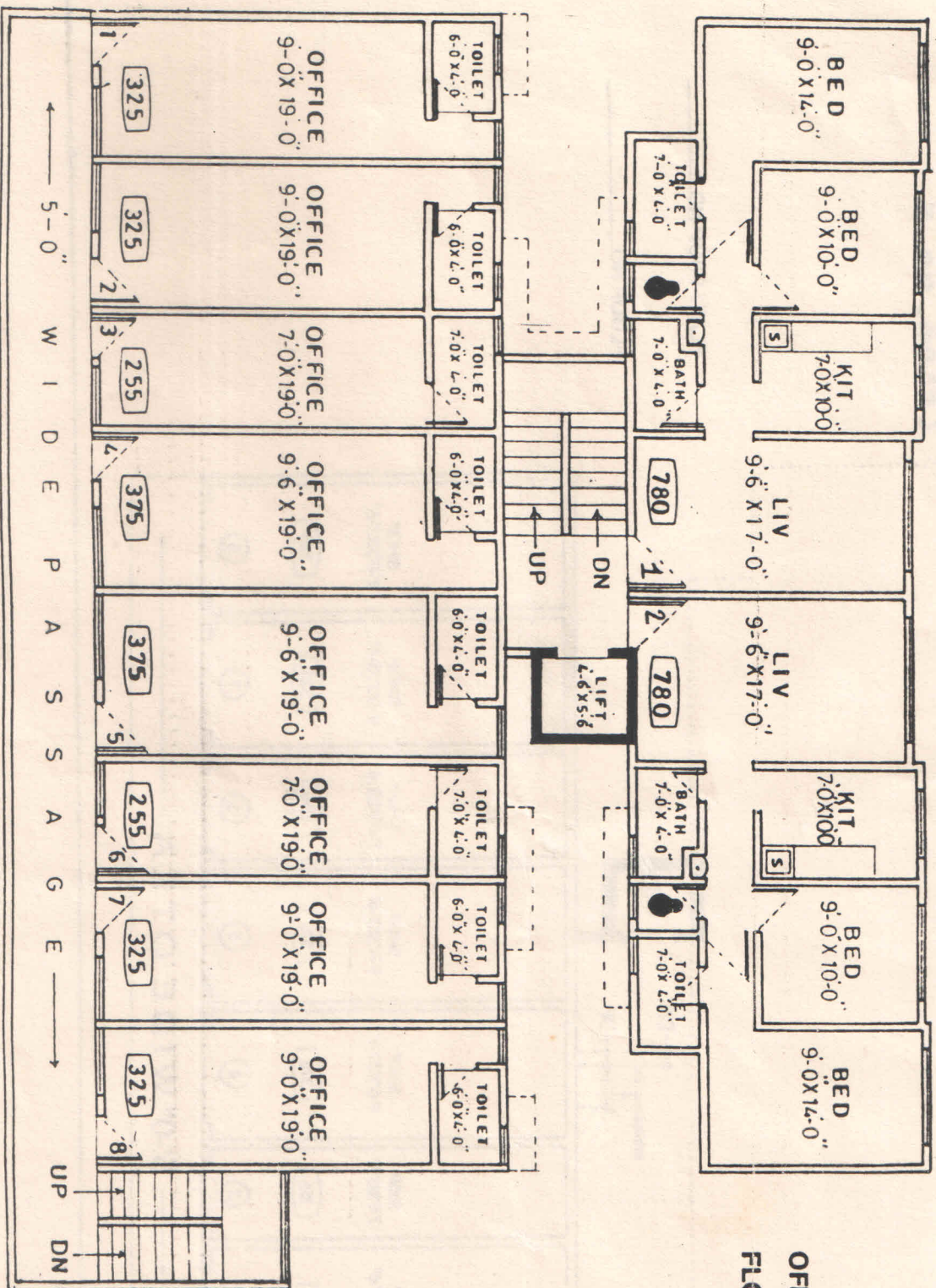
तालाठी ANSLUX  
 वलाठी सजा-भाईर

**GROUND FLOOR PLAN  
(BLDG. NO. 5)**

FLAT / SHOP NO. \_\_\_\_\_

FLOOR NO. \_\_\_\_\_





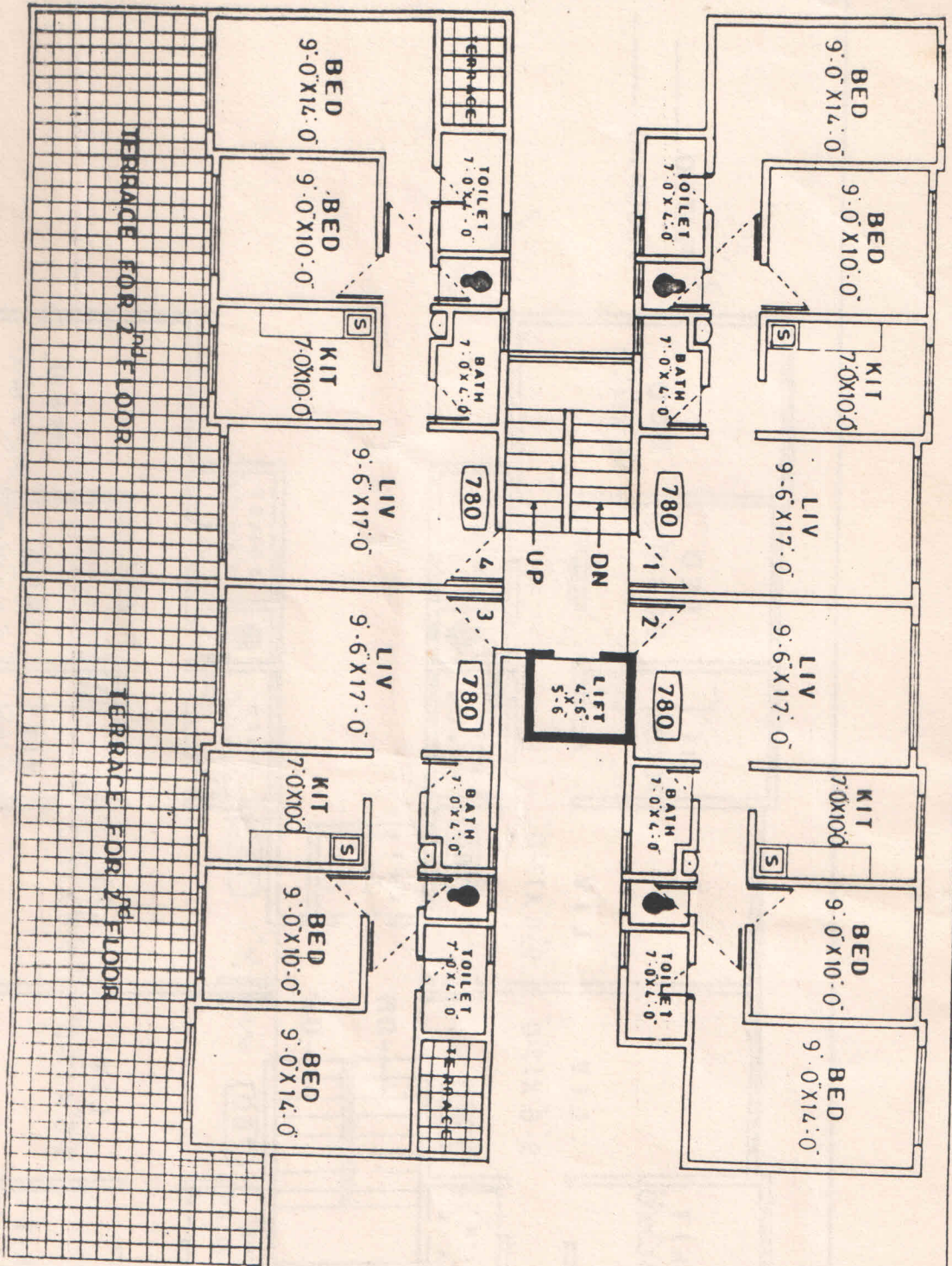
FIRST FLOOR PLAN (BLDG. NO. 5)

5-0" W I D E P A S S A G E

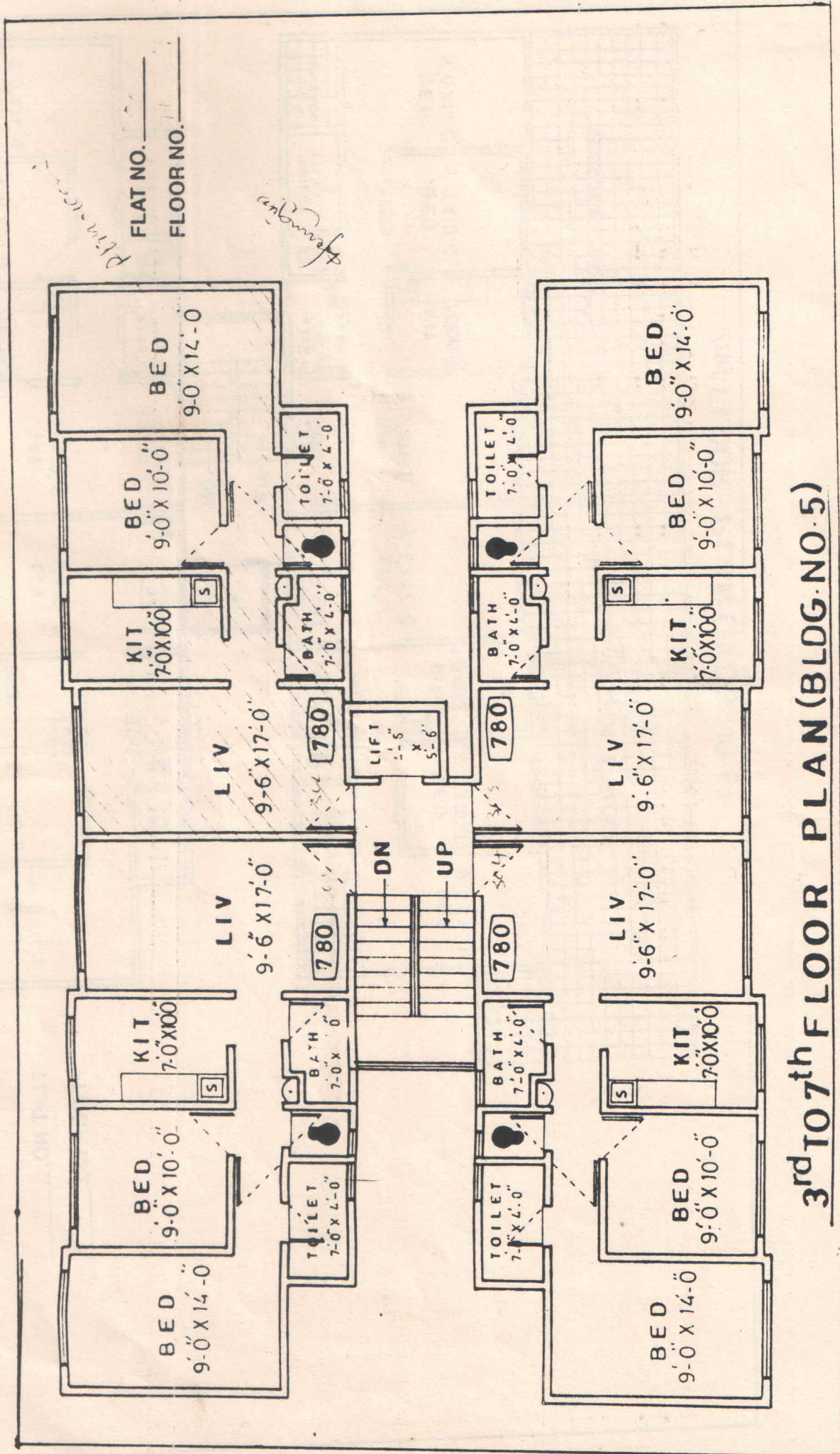
OFFICE / FLAT NO. \_\_\_\_\_  
 FLOOR NO. \_\_\_\_\_



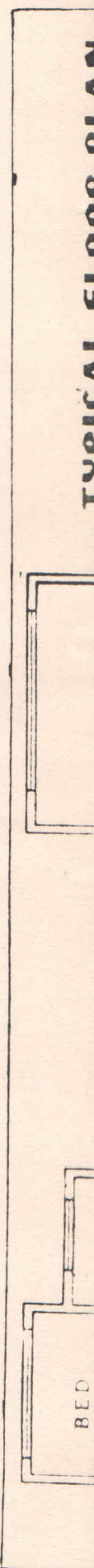
2nd FLOOR PLAN (BLDG. NO. 5)



FLAT NO. \_\_\_\_\_  
FLOOR NO. \_\_\_\_\_



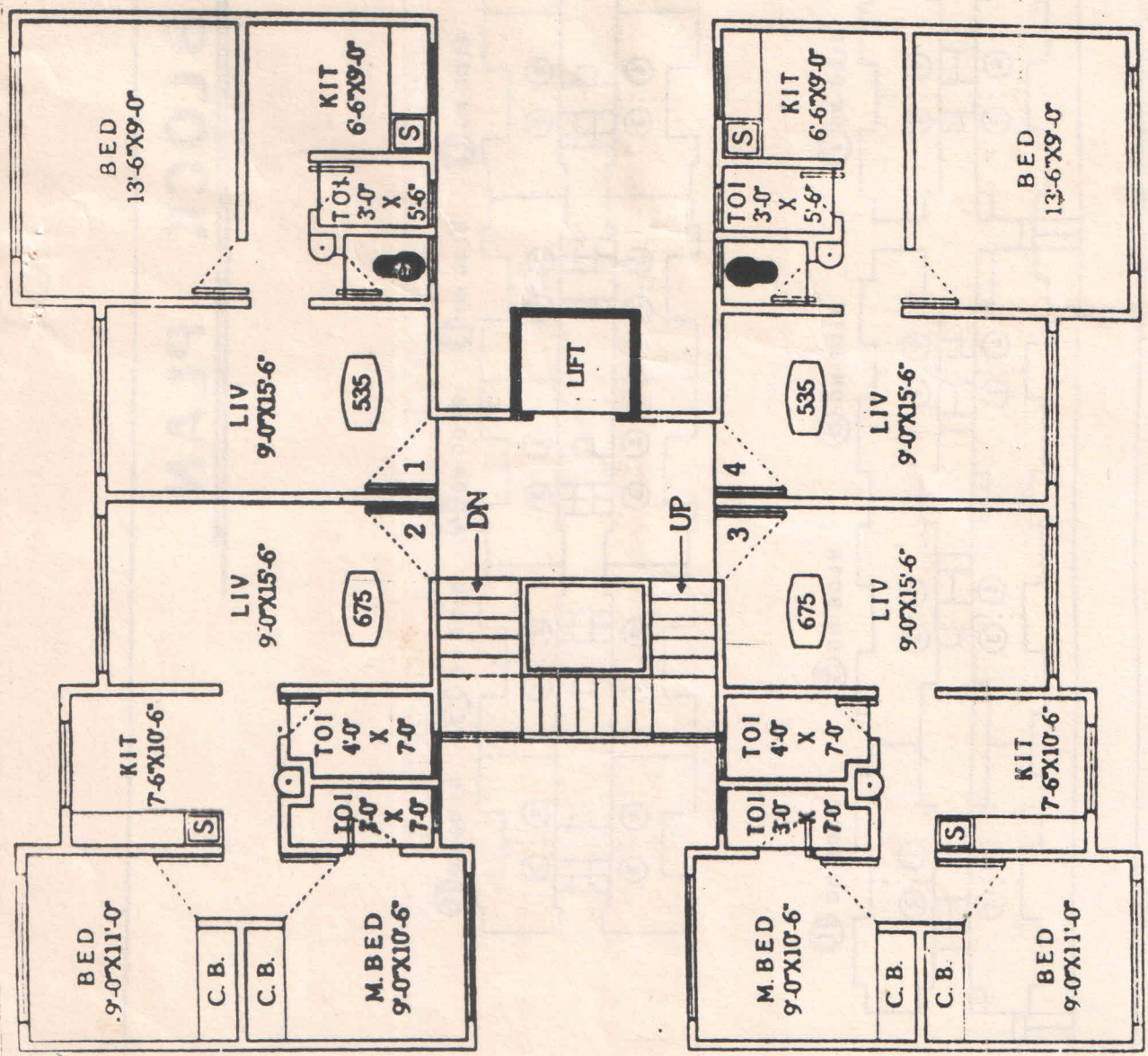
3<sup>rd</sup> TO 7<sup>th</sup> FLOOR PLAN (BLDG. NO. 5)



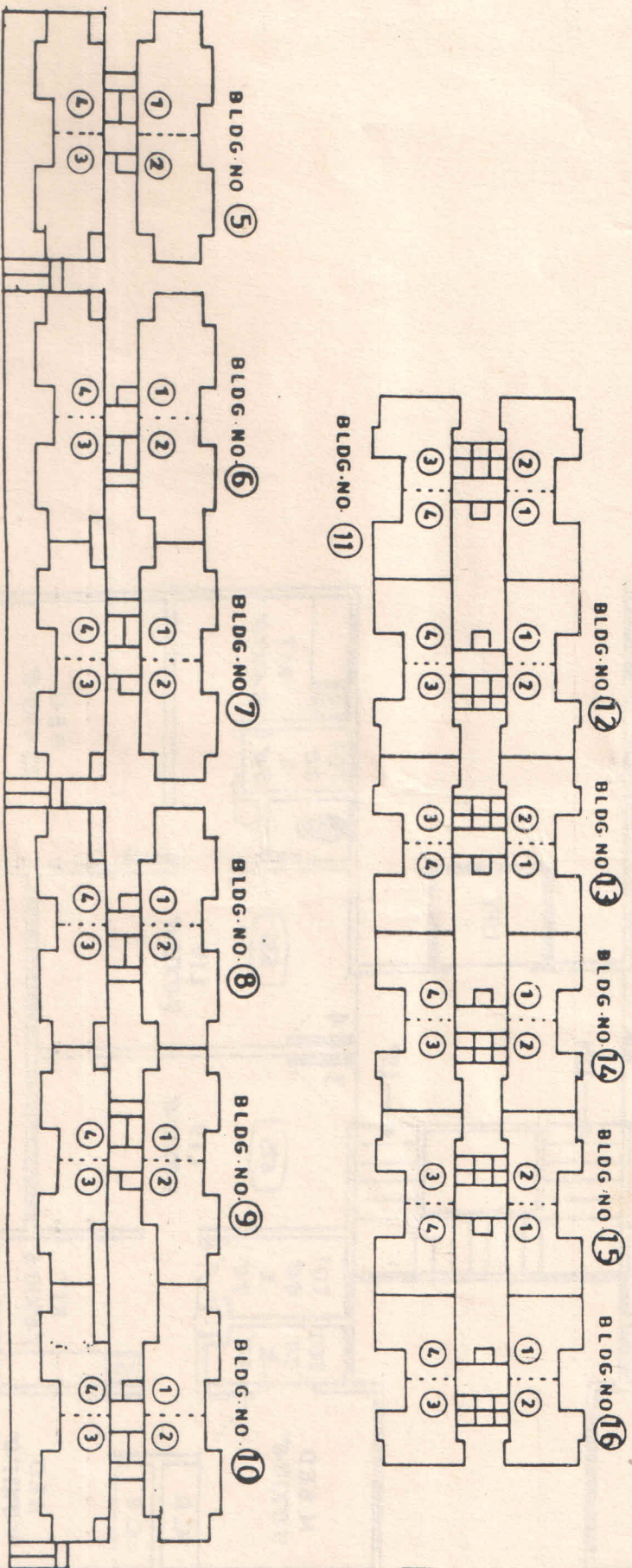
# TYPICAL FLOOR PLAN ( BLDG. NO. - II

FLAT NO. \_\_\_\_\_

FLOOR NO. \_\_\_\_\_



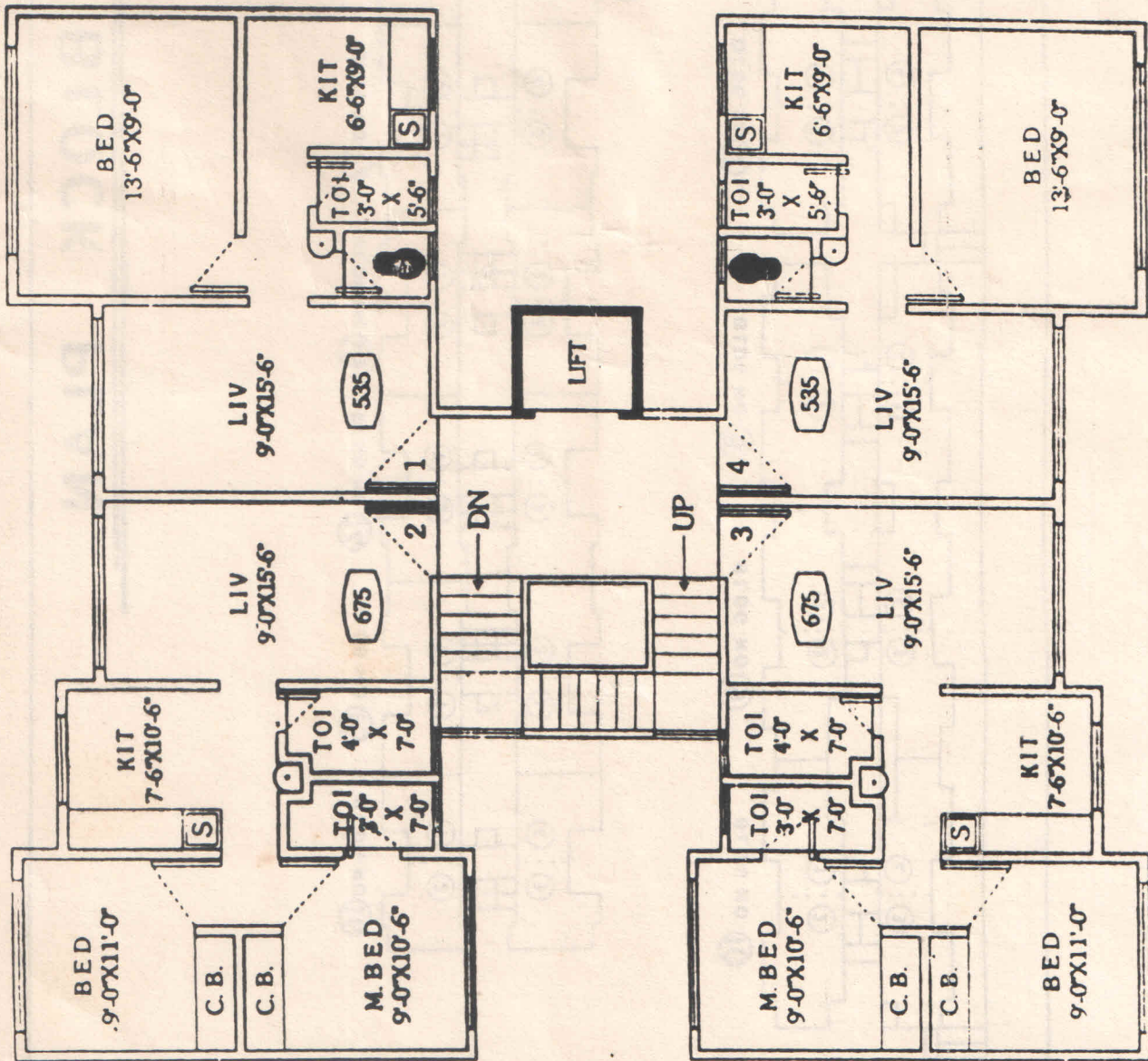
# BLOCK PLAN



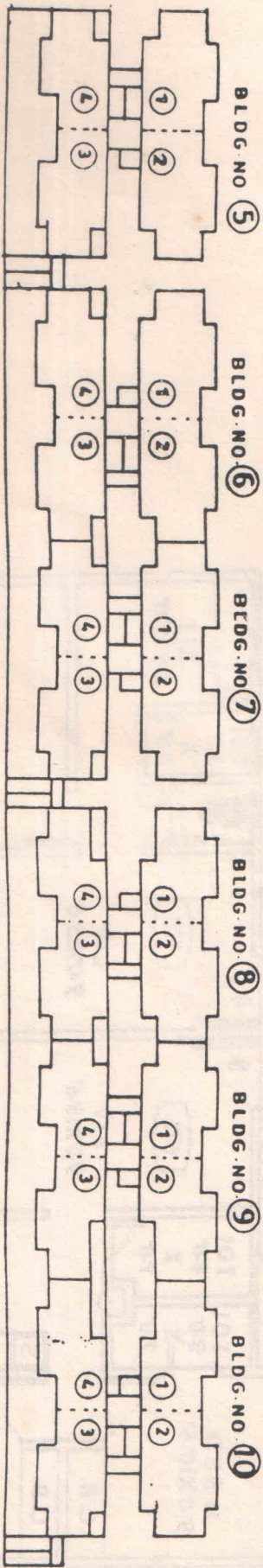
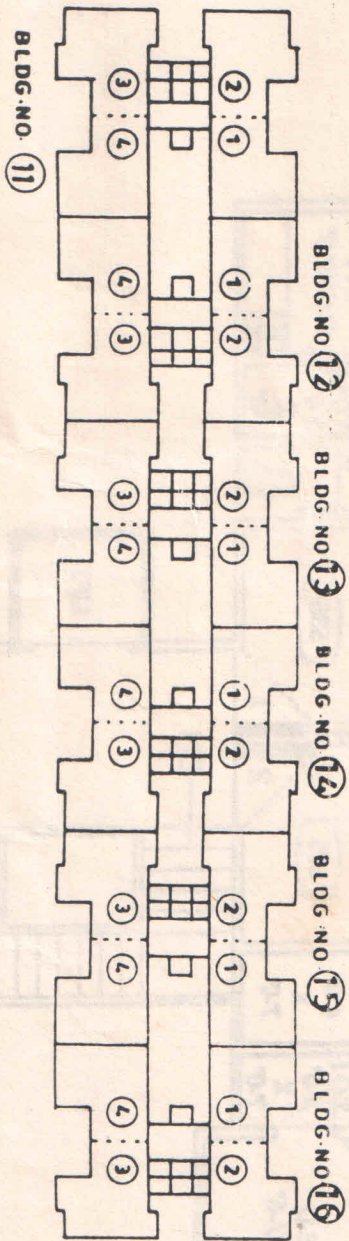
# TYPICAL FLOOR PLAN ( BLDG. NO. II

FLAT NO. \_\_\_\_\_

FLOOR NO. \_\_\_\_\_



# BLOCK PLAN



(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मडं.

Gen 113 me.

मूळ प्रत

[ अहस्तांतरणीय ]

ORIGINAL COPY

[ NOT TRANSFERABLE ]

शासनास केलेल्या प्रदानाची पावती

RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... दिनांक/Date..... 25/2/2000 १९९९ /199

Received from..... D. G. Henriques यांच्याकडून/

रु./Rs..... 32600/- रुपये/Rupess..... Thirty Two Thousand

on account of..... Six hundred 4/- यांकरिता मिळाले.

रोखपाल व लेखापाल  
Cashier or Accountant.

COLLECTOR OF STAMP  
(पदनाम/Designation)

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मडं.

Gen 113 me.

मूळ प्रत

[ अहस्तांतरणीय ]

ORIGINAL COPY

[ NOT TRANSFERABLE ]

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रोखपाल व लेखापाल  
Cashier or Accountant.

LECTOR OF ST... (सही/Signature)  
(पदनाम/Designation)



AGREEMENT FOR SALE

**SIDDHARTH NAGAR**

DATE 27 Feb 2000

**SAI SAMARTH ENTERPRISES**

PROPERTY DEVELOPERS

AND

MR. ~~MRS~~ MS DERIC JEROME  
HENRIQUES.

PURCHASERS

FLAT / ~~SHOP~~ / PREMISES NO. 302

BUILDING NO. 5 FLOOR third



ARCHITECTS  
**STRECON**

G-9, RATNADEEP, BHAYANDAR (W)  
MUMBAI-401101  
TEL. 819 3606

R C C. CONSULTANTS  
**SYSTEM CONSULTANTS**

MUMBAI - 401080  
TEL. 567 7389 / 567 1005

ADVOCATE :

**DILIP G. NAIK**

202, JAGRUTI APARTMENT,  
BHAYANDAR (EAST)  
MUMBAI - 401105.  
TEL. 819 1739

