

282 Lokmany Colony
239K Paw Road
Stamp - 17100/-
M.V. - 637800/-
Agreement - 384665/-

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2000

DATED THIS 23th DAY OF March 2000

AGREEMENT FOR SALE

BETWEEN

MRS. Anita Ashok Goregaonkar
MR. Ashok Gajanan Goregaonkar

..... FLAT PURCHASER /S

AND

STATE BANK STAFF RAJGAD CO-OPERATIVE
HOUSING SOCIETY LTD.

..... THE PROMOTERS.

STATE BANK STAFF RAJGAD CO-OP HOUSING SOCIETY LTD.
S.NO. 115, MADHAV BAUG,
NEAR SHIVTIRTHA NAGAR, PAUD ROAD,
PUNE - 411 038
PHONE - 5463622

PLOT NO : 1

M/S. PITAMBARE & CO.
ADVOCATES HIGH COURT,
20, GANESH CHAMBERS,
KARVE ROAD,
PUNE - 411 004.

MUMBAI - 56 10 748
PUNE - 544 13 37 & 544 15 83
FAX - 020 - 544 13 37
E-MAIL - siddhi.pitambre@gems.vsnl.net.in

BETWEEN

1. SHRI. SURESH GHANGALE.

2. SHRI. PRAKASH GURAV.

3) SHRI. PRAVIN SHINDE.

the First being the Chief Promoter and Second and Third being the Promoters respectively of State Bank Staff Rajgad Co-operative Housing Society Pune, having its office at S. No. 115, Madhav Baug, Near Shivtirtha Nagar, Paud Road, Kolhapur, Pune - 411 038. Hereinafter collectively referred to as " THE PROMOTERS " (Which expression shall unless repugnant to the context or meaning thereof mean and include their successors, administrators and assigns)

.....OF THE FIRST PART.

AND

Shri/Smt/Sarvaswari Anita Ashok Goregaonkar &
 Mrs. Ashok Chavan Goregaonkar
 Age : 49 Years, Occupation : Service & V. R. S.
 Residing at B/202, Dwaraka Devi Hsg. Soc.,
 Dattari Road, Malad (East), Mumbai - 400 097.

Hereinafter referred to as " THE PURCHASER " (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs/executors, administrators, survivors, successors and permitted assigns)

..... OF THE OTHER PART.

WHEREAS :

On 10/9/1992, (1) Shri. Dattatraya R. Mulak, (2) Smt. Yamunabai J. Hagawane, (3) Smt. Nirabai A. Pawar, (4) Smt. Hirabai D. Kalbhor, (5) Smt. Sangita S. Chavan orally divided, apportioned and partitioned the following properties amongst themselves.

1. S. No. 115/2C + 3/1 admeasuring 2900 Sq. Mtrs.
2. S.No. 115/5/1, admeasuring 1400 Sq. Mtrs.
3. S. NO. 91/1/16/1, admeasuring 1500 Sq. Mtrs.
4. S. No. 91/1/14/1, admeasuring 1300 Sq. Mtrs.

The oral partition that took place in respect of the aforesaid properties on 10/9/1992 was subsequently recorded vide declaration dated 4/1/1993 wherein the

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Anita Ashok Goregaonkar
Goregaonkar

aforesaid owners confirmed the oral partition as well as their respectively divided shares in the aforesaid properties. As per the said oral partition and declaration dated 4/1/1993 the aforesaid owners are now entitled to specific plots of land in the said properties with full powers and authority to sell the development rights of their respective plots to any person of their respective choice without obtaining permission/consent from the remaining owners.

As per the said oral partition dated 10/9/1992 and declaration dated 4/1/1993 the aforesaid owners become entitled to the shares in the property mentioned at Sr. No. 2 above bearing S. No. 115/5, Hissa No. 1 admeasuring 1400 Sq. Mtrs. to the extent and in the manner hereinafter appearing:

| | | |
|----|----------------------------|-------------------|
| 1) | Shri. D. R. Muluk | 54.510 Sq. Mtrs. |
| 2) | Shri. S. D. Muluk | 200.000 Sq. Mtrs. |
| 3) | Shri. Sunil D. Muluk | 200.000 Sq. Mtrs. |
| 4) | Smt. Sangita Chavan | 54.520 Sq. Mtrs. |
| 5) | Smt. Yamunabai J. Hagawne | 54.520 Sq. Mtrs. |
| 6) | Smt. Nirabai A. Pawar | 54.510 Sq. Mtrs. |
| 7) | Miss. Chhaya D. Kalbhor | 54.510 Sq. Mtrs. |
| 8) | Shri. D.R. Muluk (Surplus) | 727.430 Sq. Mtrs. |

TOTAL : 1,400.000 Sq. Mtrs.
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By an oral agreement dated 23/3/1989 entered into between Owners and M/s. Sai Builders, the Owners inter-alia agreed to sell the properties mentioned above to M/s. Sai Builders on the terms and conditions more particularly set-out therein. Due to certain dispute M/s. Sai Builder were required to file a suit being Special Civil Suit NO. 760/92 in the Civil Court, Pune against the owners in respect of all the properties mentioned above.

By diverse development agreements all dated 8/9/1994 entered into between the Owners, M/s. Sai Builders and the Promoters, the Owners agreed to sell to the Promoter the development rights of their respective plots in S. NO. 115/5, Hissa No. 1, Kothrud, which the owners have acquired under the oral partition dated 10/9/92 and declaration dated 4/1/1993. On the execution of the said diverse development agreements all dated 8/9/1994 M/s. Sai Builders withdrew the said Special Civil Suit No. 760/92 on 14/9/94 which was pending in the Civil Court, Pune. The owners have also handed over the possession of their respective plots to the Promoters herein.

The Owners have also executed separate Power of Attornies on 28/9/1994 in favour of the Promoters authorising them to jointly and severally act on their behalf and to do things matters and deeds more particularly mentioned in their respective power of attornies. For conveyance, better use and effective implementation of the power of attornies, the owners have also given one single power of attorney on 28/9/1994 authorising the Promoters to execute the scheme on their respective plots.

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By an unanimous decision the Promoters have decided to amalgamate the abovementioned plots and to have one consolidated housing scheme on the plots so amalgamated as the amalgamation and the joint development of the said plots will be extremely advantages, economical and beneficial for the flat purchasers. The amalgamated unified plot is hereinafter referred to as "The Said Property" now comprises of one plot bearing S. No. 115/5, Hissa No. 1, admeasuring 1400 Sq. Mtrs. situated at Kothrud and which is more particularly described in the Schedule - I hereunder written.

The Plans and specifications for construction of the building on the said property have already been duly approved and sanctioned by the Pune Municipal Corporation vide its Commencement Certificate No. 3101 dated 1/3/1995.

By an Order bearing No. PRH/NA/SR/158/III/95 dated 7/4/1995 the Collector of Pune has permitted the Promoters to use the said property for non-agriculture purpose on the terms and conditions more particularly set out in the said order dated 7/4/1995.

The Promoter herein duly formed a Co-operative Housing Society of all the existing Flat Purchasers in the said building (Which is more particularly described in the Schedule hereunder written) namely " STATE BANK STAFF RAJGAD CO-OPERATIVE HOUSING SOCIETY LTD ", under the Maharashtra Co-operative Societies Act 1960 having its Registration No. PNA/PNA(1)/HSG/(IC)/4775/99-2000 dated 31st December 1999.

The Promoters herein thereafter obtained Part Completion Certificate from the Pune Municipal Corporation vide No. PNA/S. dated 1.10.97 in respect of the existing structure standing thereon on the said property.

The Promoters herein thereafter conducted the first Annual General Meeting of the abovesaid Society namely STATE BANK STAFF RAJGAD CO-OPERATIVE HOUSING SOCIETY LTD and in the said Meeting the Society has passed the Resolution authorising the Promoters to construct the additional structure as per the proposed TDR which may be sanction by the Pune Municipal Corporation to the promoters herein.

The Plans and Specification for the construction of the additional Floor on the existing Building which is standing on the said property have already being duly approved and sanctioned by the Pune Municipal Corporation vide Commencement Certificate No. 006858 dated 21st January 2000, under their Development Right Certificate No. 0002009 dated 17th March 1998 which was sanctioned by Pune Municipal Corporation on 13th October 1999 and accordingly made entry on the back side of abovesaid Certificate as SHRI. S. R. GANGALE, Chief Promoter, STATE BANK STAFF CO-OP SOCIETY LTD.

The Purchaser hereby confirms that the Promoters have produced all the information and documents and have made full and true disclosures of all the information covered under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Purchaser is satisfied with the same and has no further or other information or disclosures are required from the Promoters.



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At the request of the Purchaser, Promoters have agreed to allot and/or sell to the Purchaser the flat bearing No. A-12 on St. Second floor admeasuring a built up area of 715 Sq. Ft. i.e. 66.42 Sq. Mtrs alongwith terrace/garden of Sq. ft. i.e. Sq. Mtrs. And parking space sufficient for one scooter in the building to be constructed by the Promoters on the said property more particularly described in the Schedule - I hereunder written at the price and on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. Promoter to construct the building/s :-

The Promoters shall under normal conditions construct buildings on the said property as per the said plans, designs and specifications approved by the Concerned Local Authority and which have been seen and approved by Purchaser with such variations and modifications as the Chief Promoter may consider necessary or may be required by Government authorities to be made in them, from time to time.

Payment Schedule :-

The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell a Flat bearing No. A-12 on St. Second Floor admeasuring a built up area of 715 Sq. Ft. i.e. 66.42 Sq. Mtrs. and terrace/garden of Sq. Ft. i.e. Sq. Mtrs. in the building to be constructed/under construction on the said property alongwith parking space for scooter as shown in the floor plan and indicated by red marking on the said plan hereto annexed and marked as Annexure "....." the said building (hereinafter referred to as " the Flat ") for a total consideration of Rs. 3,84,665/- (Rupees. Three Lacs. Eighty Four Thousand Six Hundred Sixty Five Only) x-379665/-

The Purchaser agrees to pay the said total consideration in the following manner :

- a) Rs. 75933/- Paid on or before the execution of this Agreement.
- b) Rs. 76935/- Within Seven days from completion of plinth.
- c) Rs. Within Seven days from Casting of first slab.
- d) Rs. Within Seven days from Casting of Second slab.
- e) Rs. 1,84,640/- Within Seven days from Casting of ~~Third~~ ^{Fourth} slab.
- f) Rs. 65,390/- Within Seven days from Casting of ~~Fourth~~ ^{Fifth} slab.
- g) Rs. 23,080/- Within Seven days from completion of Brick work.



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- h) Rs. 23,080/- Within Seven days from completion of plaster.
i) Rs. 11,540/- At the time of completion. (i. e. Completion Certificate From Corporation.)

Rs. 3,84,665/- Total

(Market Value Rs. 6,37,800/-)

3. It is hereby expressly agreed that the time for payment of the various instalments of the consideration money hereinabove indicated shall be the essence of the contract and the Purchaser agrees to pay the said instalments accordingly to the Promoters.

4. Interest on amount due :-

The Purchaser agrees to pay to the Promoters interest at the rate of 24% per annum on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date of the said amount becoming payable by the Purchaser to the Promoters.

5. Termination on default in payment and breach of conditions :-

On the Purchaser committing default in payment on the due date of any amount due and payable by the Purchaser to the Promoters under this Agreement and on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their option to terminate this agreement.

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

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

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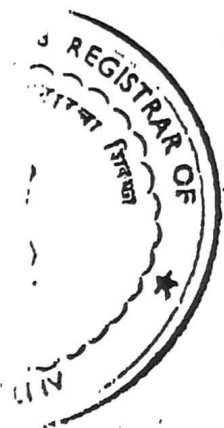
6. Amenities provided :-

The fixtures, fittings and amenities to be provided by the Promoters in said building and the flat are those as set out in Schedule II annexed hereto.

7. The Tenure of the said property is subject to the conditions set out in the order passed under Urban Land (Ceiling and Regulation) Act, 1976 and said Development Agreements. A copy of the certificate of Title to the said plot issued by M/s. Pitambare & Co., Advocates High Court, Bombay is set out in the Schedule III hereunder written.

8. Possession :-

The Promoters will endeavour to complete the scheme within the period of one year from the date of signing this agreement. If for reasons beyond the control of the Promoters (including non-availability of steel, cement, labour, building material or controlled materials or occurrences of flood, riot, war or other inevitable accident, calamities or by reason of war, civil commotion or any act of God or due to notice, order of the Court or any restriction on construction work) the Promoters are unable to complete the scheme within the said period, then in that case the period of completion of the schemes shall be deemed to have been automatically extended by the period during which the delay have taken place. The Purchaser shall be entitled for the possession of the said flat only if the Purchaser have duly observed and performed all the obligations and stipulations contained in this Agreement and on the part of the Purchaser to be observed and performed and have also duly paid to the Promoters all and whatsoever the amounts payable by the Purchaser under this Agreement.



The possession of the flat along with terrace/garden/garage shall be delivered to the Purchaser after the said building is ready for use and occupation and provided all the amounts due by the Purchaser under this agreement are paid to the Promoter in full. The Purchaser shall take possession of the said flat along with terrace/garden/garage within 7 (Seven) days of the Promoters giving notice in writing to the Purchaser intimating that the said flat is ready for the use occupation and possession.

9. Restricted use of Terrace and Open Gardens :-

It is understood and agreed by and between the parties hereto that the terrace/garden space in front of or adjacent to the terrace flat/garden flat in the said building shall belong exclusively to the Purchaser of the terrace flat/garden flat and such terrace/garden space are intended for the exclusive use of the terrace/ garden flat purchaser and not other member shall have any right on such terrace garden. It is further agreed that the exclusive parking space purchased by the Purchaser on the ground floor of the building shall exclusively belong to the Purchaser and no other members shall have the right of parking the vehicle therein.

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10. F.S.I. :-

If any additional F.S.I. is granted in the future and if any additional buildings and tenements or structures are permitted by the Competent Authority and/or Pune Municipal Corporation the entire benefit of such additional F.S.I and right to construct and sell additional buildings and scheme shall belong to the Promoters or the Society when formed and the Purchaser shall not be entitled to raise any objections for the same nor claim any reduction in price of the Flat.

11. The Promoters shall have full right to amalgamate the adjoining plots of land to the said property and to have a unified housing scheme thereon with one or more societies and the Purchaser hereby consents to the same.

12. Membership :

The Promoters herein undertake to admit and issue the Share Certificate of the existing Society namely STATE BANK STAFF RAJGAD CO-OP. HOUSING SOCIETY LTD. to the Flat Purchasers and the Flat Purchasers shall sign and execute the necessary application, other papers and documents which are necessary to become the MEMBER of the abovesaid Society.

Stamp Duty and Registration Charges :-

This Agreement shall be registered with the Sub-Registrar of Assurances, Haveli NO. IV, Pune and the cost, charges and expenses in respect thereof and the stamp duty shall be borne and paid by the Purchaser alone. The Purchaser shall lodge this Agreement for registration with the Sub-Registrar, Haveli and shall inform the Chief Promoter the number under which it has been lodged for registration to enable the Promoters to admit the execution thereof.

14. Payment of Deposit :-

The Purchaser shall on demand pay to the Promoters the following amounts :

- 1) Rs. 1,500/- : For Legal Charges.
- 2) Rs. 1,260/- : Share money, Entrance Fees, Formation & Registration of The Society.
- 3) Rs. 20,000/- : M. S. E. B. Meter Deposit, Common Meter Deposit and Transformer charges or at actuals

Rs. 22,760/-

(Rupees Twenty Two Thousand Seven Hundred ^{sixty} Only)

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Signature & Seal

The Purchaser is aware that the Promoters are enduring to provide housing facility on ownership basis to the needy persons at on affordable cost. The Promoters have not taken into consideration the future unpredictable escalation in cost of building material, labour charges and other expenses. If there is remarkable increase in the cost of building material or other expenses then in that event the Purchaser agrees and undertakes to pay such proportionate increase of the cost as may be decided and determined by the Promoters.

15) Payment of other Taxes :-

If the tax is levied by the Government, P.M. C. and/or any other authority or authorities on the sale of the flat etc. and/or any of the incidents of this transaction, then the Flat Purchaser shall be liable to pay the same to the Promoters as and when it is demanded by the Promoters.

16) Covenants as to usage and maintenance of Flat :-

The Purchaser/s or himself themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the promoters as follows :



- a) To maintain the flat at Purchaser's own cost in good tenantable repairs and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.
- b) Not to store in the Flat any goods which area of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- c) To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchaser and shall not do or suffered to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public

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authority.

- d) *Not to demolish or cause to be demolished the Flat or any part thereof, not at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alternation in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC purdis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society.*
- e) *Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.*
- f) *Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the Flat is situated.*
- g) *Pay to the Promoters within fifteen days of demand by Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.*
- h) *To bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat Purchaser viz. Used for any purposes other than for residential purpose.*
- i) *The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest, benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters.*
- j) *The Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performances of the building rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and*



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perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

17) Forbearance not to be construed as Waiver :-

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

1) Purchaser's Address for Service of Notice :-

All notices to be served on the Purchaser as contemplated by the Agreement shall be deemed to have been duly served if sent to the Purchaser by registered post A.D/Under Certificate of Posting at his/her address specified below :

Viz. B/202, Dwarka Devi Hsg. Soc.,
Dattari Road, Malad (East),
Mumbai - 400 097.

19) Maharashtra Ownership Flats Act :-

This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sales, Management and Transfer) Act, 1963 and the rules made thereunder.

20) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said property and building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoters until the said land and Building is transferred to the Society as hereinbefore mentioned.

SCHEDULE - I HEREINABOVE REFERRED TO

ALL THAT piece and parcel of land situate within the registration division and district Pune, Sub- Division and Taluka Haveli within the local limits of the Pune Municipal Corporation, Revenue Village Kothrud, admeasuring about 2900 Sq. Mtrs bearing S. No. 115/2C + 3, Hissa No. 1 and bounded as follows :



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| <i>On or towards the East</i> | : S. No. 115, H. No. 6. |
| <i>On or towards the South</i> | : S. No. 115/4 |
| <i>On or towards the West</i> | : S. No. 115/2C + 3/2 |
| <i>On or towards the North Lokmanya Colony</i> | : D. P. Road. |
| <i>Govt. Price</i> | : Rs. 6,37,800/- |
| <i>Purchase Price</i> | : Rs. 3,84,665/- |
| <i>Location</i> | : LOKMANYA COLONY. |

SCHEDULE - II HEREINABOVE REFERRED TO

SPECIFICATIONS

*Rcc framed structure as per drawings and design by the RCC Consultants,
M/s. Y. S. Sane Structural Engineers Pvt. Ltd.*

2. *External Walls in 6" brick masonry and internal walls in bricks.*
3. *Sandfaced cement plaster externally.*
4. *Internally walls shall have Neeru or Sunla plaster.*
5. *Loft in kitchen (1"-6" width and 8" length).*
6. *Windows in M.S. with horizontal guard bars and obscure glass - stays and handles in zinc plated.*
7. *Door frames in good quality wood.*
8. *All doors shall be commercial flush. Front door shall be laminated.*
9. *Living room shall have 10" X 10" white cement marble mosaic tile flooring, with half tile skirting.*
10. *All other rooms shall have 10" X 10" gray mosaic tile flooring with half tile skirting.*
11. *One wash hand basin with suitable size.*
12. *Bathroom shall have blue stone flooring and shall have dado upto 4" height in Glazed tiles 6" X 6" (white).*

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13. Kitchen platform in Cuddappah with built-in sink. Size of kitchen platform shall be 8" X 2'3".
14. There shall be one common terrace on the top of building, which shall have water proofing treatment IPS. Terraces common and exclusive shall have I.P.S. treatment so as to make them absolutely water proof and shall also have 3' high parapet wall/M.S. railing.
15. There shall be sufficient number of overhead water tanks as per the requirement of the P.M. C. rules. Every underground tank shall have stand-by pump as per the rules of P.M.C. Outside there shall be one common mori with one tap of overhead tank as a "washing place".
16. Parking shall have Shahabad flooring (rough).
17. Compound wall in rubble masonry upto 1 1/2' height all sides and above that there shall be chain link upto 4' height.
18. As regards Electrification :

LIVING 2 light points, 1 fan point, 1 half point for T.V,
1 half point for Radio, 1 Bell point.

KITCHEN 1 light point, 1 Fridge point, 1 Mixer point.

BED ROOM 1 light point, 1 fan point, 1 half point.

BALCONIES 1 light point.

W.C. 1 light point.

PASSAGE 1 light point/above basin.

BATHROOM 1 light point, 1 power point for Geysar.
One bell shall be provided.

19. AS REGARDS COLOUR :

All internal walls shall have dry distemper. External walls shall be painted with cement paint.

Wood work with enamel oil paint.

M.S. windows in oil paint.

20. FITTINGS :

Fittings for doors, such as aldrops, peep-in-eye latch, handles, etc. specimen of which are to be approved.

21. There shall be common meter board at the appropriate place with shutters to it.



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IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED

By the withinnamed Chief

Promoter, Shri. Prakash V. Gaurav

in the presence of.....

(Chief Promoter)

- 1) Sameer S. Deshmukh
Om Datta Thakurji Co-op. Soc.,
Bhusari Colony, Kothrud, Pune-38.

S.S. Deshmukh

2)

SIGNED SEALED AND DELIVERED

by the withinnamed Purchaser :

Shri/ Smt / Sarvaswari Anita Ashak

Goregaonkar & Mr. Ashak Gujanan

Goregaonkar.

in the presence of.....

1. Sharad S. Ghangule Shengul
561, Nana Peth,
Pune - 2.

Goregaonkar

Goregaonkar

TITLE CERTIFICATE

THIS IS TO CERTIFY that we have investigated the Title of STATE BANK STAFF RAJGAD CO-OP HOUSING SOCIETY LTD. to the abovesaid which is more particularly described herein-below in the Schedule hereinunder written and have perused title deeds and certify that in our opinion the title of State Bank Staff Rajgad Co-Op. Housing Society Ltd. is clear, marketable and free from encumbrances charges and / or claims.

THE SCHEDULE HEREINABOVE REFERRED TO :

All that piece and parcel of the land situate within registration division and district Pune, Sub-Division and Taluka Haveli within the local limits of the Pune Municipal Corporation, Revenue Village Kothrud, admeasuring about 2900 Sq.Mtrs. bearing S.No. 115/2C+3 Hissa No.1, and which is bounded by as under :

ON OR TOWARDS :

- EAST : BY S.NO. 115, HISSA NO. 6.
- SOUTH : BY S.NO. 115/4.
- WEST : BY S.NO. 115/2C+3/2.
- NORTH : BY D.P. ROAD.

For M/S PITAMBARE & CO.
ADVOCATES HIGH COURT.

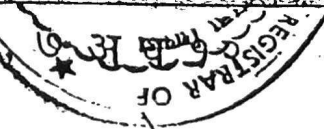
Mohans G. Pitambare
(MOHAN G. PITAMBARE.)

- **MUMBAI OFFICE:**
7, "ASHIRWAD", NAVGHAR ROAD, LANE NO.1,
MULUND (EAST), MUMBAI- 400081. PHONE - 56 10 748
- **PUNE OFFICE:**
20, GANESH CHAMBERS, KARVE ROAD, PUNE - 411 004.
PHONE - 544 13 37 FAX NO. : (020) 544 13 37
Mobile No. : 98230 - 29392
E-Mail : siddhi.pitambre@gems.vsnl.net.in

[Handwritten signature]

पुणे जिल्हा तलाठी पतंगेथः
 तलाठी भवन, ९३१ शुक्रवार पेठ,
 पुणे २. फोन : ४४००४३२

गा. नं. क्र. ७



गाव कोवठक ता. लोरो जि. पुणे

शिवका
 २५/२/०६

| भूमापन क्रमांक सर्वे नं. गट क्र. | हि. क्र. | धाण्या प्रकार | मालकाचे नाव | गा. नं. क्र. ७ | खाने क्र. |
|-------------------------------------|----------|------------------|---|----------------|------------|
| ९९५ / २ | १३ | | दत्तात्रय रामचंद्र गुठके निशंबाई आण्णासा पत्नी | | कृषाचे नाव |
| भू. मा. क्रमांकाचे स्थानिक नाव | १ | | अमृताबाई अण्णासा लवण हिपकाई दत्तात्रय कळंगोई ७ | | इतर अधिकार |
| लागवड योग्य क्षेत्र | एकर | गुंटे | | | |
| जिरायत | हेक्टर | आर | अंगरिया दत्तात्रय गुठके | | |
| वागाईत | | | १५३७ | | |
| भात शेती | | | १५५७ | | |
| एकूण | ०.३० | | लक्ष्मी दत्तात्रय कळंगोई | | |
| पां. ख.... | | | ११७७ | | |
| वर्ग (अ)... | | | | | |
| वर्ग (व)... | | | | | |
| एकूण | ०.३० | | | | |
| आकार | | | | | |
| जुडी अथवा विशेष आकार | | | | | |
| पाण्याबाबत | | | | | |
| एकूण | | | | | |

(पुणे जिल्हा तलाठी पतंगेथ, पुणे २)

2006
 16
 [Signature]

Application dated 5/7/95
Muluk on behalf of Shri P.V. Gurav

From Shri Dattatraya Ranchandra
Collectorate, Pune,
Revenue Branch,
No. PRH/NA/SR/ 455 /III
Pune-411 001.
Date: 21/03/1995

ORDER

The land measuring S. No. 115/20+3/1 of Kothrud Taluka Haveli

Sq. mts. out of the said land for the Non-Agricultural purpose of Residential
exercise of the powers vested in him under Sec. 44 of the Mah. L. R. Code, 1966, the
Collector, Pune is Pleased to grant N. A. permission for construction of Residential
area measuring -- Sq. ft. 2900 Sq. mts. out of S. No. 115 20+3/1
F. P. No. -- S. P. No. -- of Kothrud Taluka Haveli
in favour of Shri Dattatraya Ranchandra Muluk and others

following conditions :

1. The grant of permission shall be subject to the provisions of the code and rules made

2. The grantee shall use the land together with the building and/or structure thereon, only
for which the land is permitted to be used and shall not use it, or any part of the land or
for any other purpose without obtaining the previous written permission to that effect from
Pune. For this purpose the use of a building shall be decided the use of land.

3. The n. a use is deemed to have been started from the date of this order.

4. The grantee shall be liable for taking action under section 45 of the Mah. L. R. Code,
made thereunder, if it is noticed that he has commenced the N. A. use prior to issue a

5. The grantee shall construct the building strictly in accordance with the plans sanctioned
Municipal Corporation under his No. 2753 dated 3/7/95 and not
additions or alterations without the previous permission of the Pune Municipal Corporation

6. The grantee shall pay the N. A. A. in respect of the land at the rate of Rs. 0-72.3
per Sq. mt from the date of commencement of the N. A use of the land for the purpose
for which the permission is granted together with L. F. cess/Z P. taxes* applicable to the area. In the
event of any change in the use of the land, the N. A. A. shall be liable to be levied at the different
rate of the fact the guarantee period of the N. A. A. already levied is yet to be fixed.

7. The N. A. A. shall be guaranteed for the period ending 31 July 2001 after which it shall
be levied at the revised rate, if any.

8. That the n. a Permission is granted subject to the provisions of U. L. C. Act 1976.

That the n. a. is fixed provisionally subject to the
fixation of revised rate. Any
difference in C. Tax will also be recoverable.

17

(2)

8. That the grantee shall pay the measurement fees within one month from the date of commencement of N. A. use of the land.

9. That the area & N. A. A mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

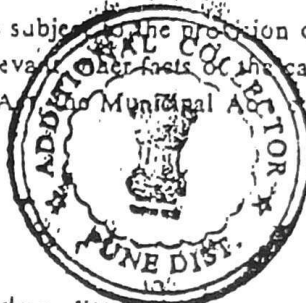
11. That the grantee shall be bound to execute a sanad, in form as provided in Schedule IV of appended to the Mah. L. R. (Conversion of use of land and N. A. A.) Rules, 1969, embodying therein all the conditions of this order, within a period of one month, from the date of commencement of the N. A. use of the land.

11. a) C. Tax of Rs. (6231/-) and adv n. a. a of Rs. (2037/-) only for one year has been credited by the applicant vide challan/Receipt dt. 12/09/35

b) If the grantee contravenes any of the conditions mentioned in this order and those in the sanad, the collector may with prejudice to and other penalty to which he may be liable under the provisions of the code, continue the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

c) Notwithstanding anything contained in clause (b) above it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within a time specified in that behalf by the Collector and on such removal alterations not being carried out within the specified period, he may cause the same to be carried out and recover the cost of carrying out the same from the grantee as arrears of Land Revenue

d) The grant of this permission is subject to the provision of any other laws for the time being in force and that may be applicable to the relevant facts of the case e. g. the Bombay Tenancy and Agricultural Lands Act, 1948, the Mah. V. P. A. and the Municipal Act, etc.



Sd/- (Sujata Soudikar)
Additional Collector, Pune.


To, Shri Dattatraya Raghendra Mulik
C/o Prakash Gurusu
D/1/23 State Bank Nagar Co. Op. Housing Society
Karvenagar Pune

Copy to the City Survey Officer, Pune city No. 1 with the case papers in one file for information and necessary action.

2. He is requested to take steps to keep necessary notes in T. F. IV & V. F. IV, N. A. Note Book, to effect the recovery of the N. A. A and to get a sanad executed. If the occupants pay the measurement fees, they should inform the District Inspector of Land Record accordingly along with the sanctioned plans extract from Record of Rights in respect of the land question. If the grantee has commenced the N. A. use before grant of this order they should submit necessary proposal U/s. 45 of the Mah. L. R. Code, 1966.

Copy to the Tahasildar, Haveli

for information and necessary action


for Additional Collector, Pune.

पुणे महानगरपालिका

№ 006852

(यापुढील पत्रव्यवहारात खालील क्रमांक व दिनांक यांचा उल्लेख करावा.)

या इमारतीच्या कायदेशीर मालकी हक्कांचे संदर्भ लक्षात न घेता अर्जदाराचे हे संमतीपत्र देण्यात येत आहे.)

59

वांधकाम चालू करण्याकरिता दाखला
(कमेन्समेन्ट सर्टिफिकेट)



सदरचा वांधकाम घ्यावे करण्याचा दाखला आणि वांधकामाचे संमतीपत्र महाराष्ट्र नगर रचना अधिनियम, सन १९६६ ची कलमे ४४/४५/५८/६९, यातील आणि मुंबई प्रांतिक महानगरपालिका अधिनियम, सन १९४९ ची कलमे (सिक्शंस) २५३ व २५४ यातील तरतुदीप्रमाणे खालील अटीवर देण्यात येत आहे.

वांधकाम नियंत्रण कार्यालय
पुणे महानगरपालिका

शिवाजीनगर, पुणे ५.

क्रमांक : ००६८५२

दिनांक : २१/१/१९९२

दाखिल वी.डी.आर.

BCP/१०००
२/१/९२

संमती प्रकाश सुख द्वारा ला. स. श्री. निर्मल परदेवी
करणार पुणे, पेट नाथी वरांक, सर्वे नं. २/१/१/१९८७ वरांक - २/१/१/१९८७ वांस -
महाराष्ट्र नगररचना अधिनियम, सन १९६६ ची कलमे ४४/४५/५८/६९ व मुंबई प्रांतिक महानगरपालिका अधिनियम, सन १९४९ ची कलमे २५३/२५४
पुणे महानगरपालिकेच्या सीमेतील

पेट कोथरड वरांक स्व. नं. ११५/२८ + ३/१

लॉट क्र. १ मधील वांधकाम करण्यासाठी महानगरपालिकेला तुम्ही नोटीस दिली, ती दि. ९/१२/१९९२
वशी पोहोचली. त्यावरून काम करण्यास खाली लिहिलेल्या सूचना व सर्व अटीवर तुम्हास संमतीपत्र देण्यात येत आहे.

संबंधी सुधारित विकास योजना आराखडा महाराष्ट्र सरकारने दि. ५/१/१९८७ या दिवशी मान्य केला आहे. त्यास अनुसरून नवीन कामास काही उपतर्ग पोहोचत असल्यास अथवा हानी होत असल्यास त्याप्रती कोणत्याही प्रकारची भरपाई मागणार नाही व ती देण्याची जबाबदारी महानगरपालिकेवर नाही.

सोवतच्या नवीन / दुस्त नकाशात दाखविल्याप्रमाणे काम केले पाहिजे.

जोत्यापर्यंत काम आल्यावर सेट-बॅक, मार्जिनल ओपन स्पेसिंस इ. बावी वांधकाम नियंत्रण कार्यालयाकडून तपासून घ्याव्यात. त्याशिवाय जोत्यावरील काम सुरु करू नये.

जोत्यावर अंमलबजावणी (भूमिप्रापण) यांच्या कार्यालयामार्फत रस्त्याची प्रमाणरेषा जागेवर आखून घेणार व मगच वांधकाम सुरु करणार या अटीवरच हे संमतीपत्र देण्यात येत आहे.

अंमलबजावणी जागेवर मागे लिहिलेल्या / चिफटविलेल्या अटीवर हे संमतीपत्र देण्यात येत आहे.

ज्या कोटेशनाने नवीन इमारत बांधण्यात आली आहे त्या इमारतीचे भोगवटापत्र मागण्यापूर्वी प्रत्येक मालकाने इमारतीसमोर कांपाउंड वॉलच्या आत व बाहेर किमान १ मीटर झाडे काढून ते व्यवस्थित यादविवण्याच्या दृष्टीने योग्य ती व्यवस्था व खबरदारी घ्यावी. त्याशिवाय ऑक्युपन्सी सर्टिफिकेट (भोगवटापत्र) मिळणार नाही. रस्त्यावरील झाडांना जरूर ते संरक्षण कुंपण अर्जदाराने करावयाचे आहे.

इमारतीचे भोगवटापत्र देताना रस्त्यावरील व आतील बाजूस टाकण्यात आलेले इमारतीचे अवशिष्ट सामान व राडारोडा उचलून जागा साफ केल्याशिवाय अर्जाचा दिवार केला जाणार नाही. राडारोडा कोठे टाकावा याबाबत घरपाडी विभागामार्फत मार्गदर्शन केले जाईल.

काम सुरु करण्यापूर्वी मा. नगर उपअभियंता (जलोत्सारण) व (पाणीपुरवठा) यांच्याकडे नकाशे दाखल करून संबंधित कामाकरिता पूर्वमान्यता घेतल्याखेरीज जागेवर कोणतेही काम सुरु करू नये.

नवीन वांधकाम सुरु करताना संबंधित जागेमध्ये झाडे असल्यास ती डी अॅथॅरिटीची पूर्वपरवानगी घेतल्याशिवाय तोडू नयेत; अन्यथा कायदेशीर कारवाई करण्यात येते याची नोंद घ्यावी.

वांधकाम नियंत्रण खात्याने जरी सेट्टीक टॅक्ससाठी परवानगी दिली असली तरी ड्रेनेजविषयी मा. नगर उपअभियंता (जलोत्सारण विभाग) यांच्याकडे नकाशे दाखल करून त्यांची मंजुरी घेतल्याखेरीज सेट्टीक टॅक अगर ड्रेनेजसंबंधी वांधकाम सुरु करू नये व ऑक्युपन्सी सर्टिफिकेट मागण्यापूर्वी ड्रेनेज कामांचा पूर्णत्वाचा दाखला हजर करण्यात यावा.

जे वांधकाम नकाशात पाडणार म्हणून दर्शविले आहे, ते प्रथम पाडून मग नवीन कामास सुरवात करणार.

मालकी हक्काबाबत व इतर कोणत्याही हक्काबाबत व हद्दीबाबत याद निर्माण झाल्यास त्यास अर्जदार जबाबदार राहणार.

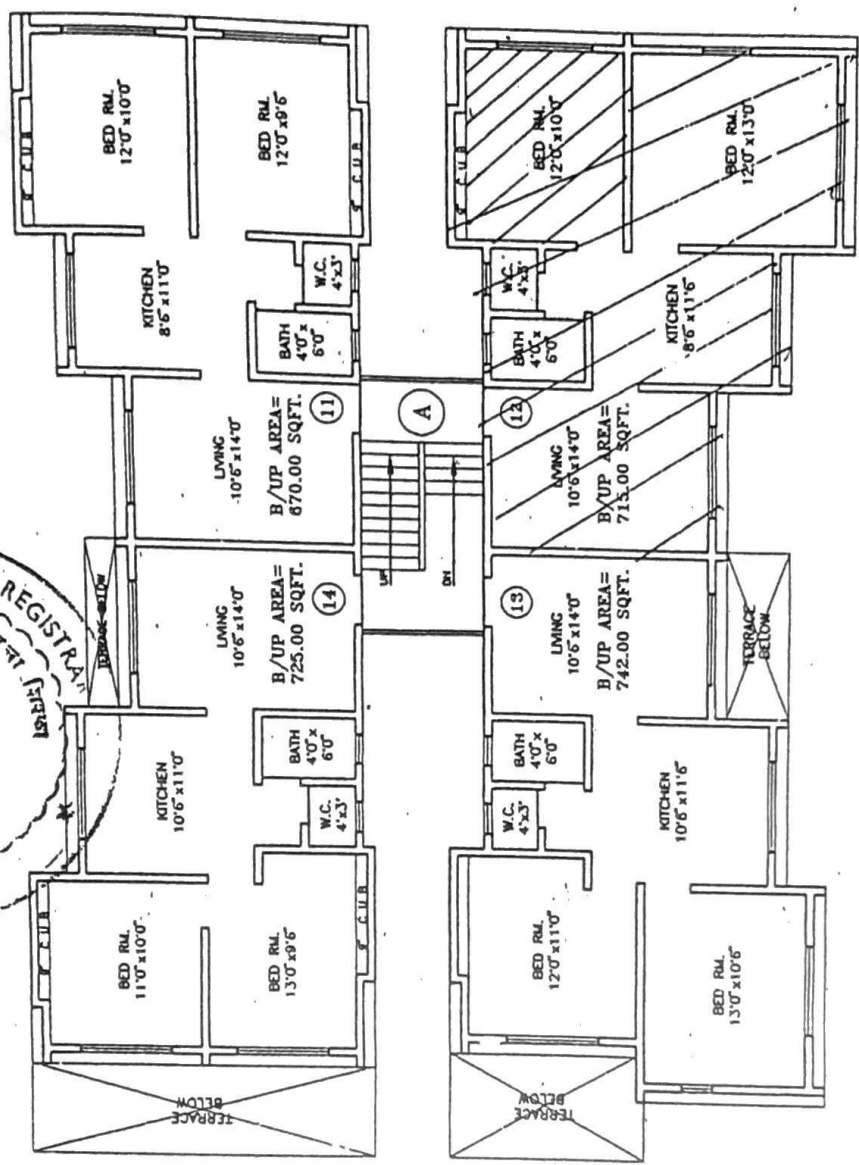
कामगारांच्या सोयीसाठी जागेवर किमान एक संडास व एक मुतारी तासुरत्या स्वरूपाची बांधली पाहिजे. जुने संडास व मोरी असल्यास याप्रमाणे संडास, मुतारी बांधण्याची गरज नाही.

भोगवटापत्र मागण्यापूर्वी मनपाचे कर भरल्याचा दाखला सादर करणार.

संमतीपत्राप्रमाणे काम करताना नगररचना अधिनियम अगर त्यास अनुसरून केलेले नियम व पोटनियम यांचा भंग होता कामा नये. संमतीपत्रासंबंधी काही शंका येत असेल तर कामास आरंभ करण्यापूर्वी महानगरपालिकेकडे तसे कळवून स्पष्टीकरण करून घ्यावे.

इमास्त निरीतक
वांधकाम नियंत्रण कार्यालय.

सहाय्यक अभियंता (वांधकाम नियंत्रण)
पुणे महानगरपालिका.
(मागे पाहा.)



STILT SECOND AND THIRD FLOOR PLAN

| | | |
|---|---------------------|---|
| <p>P R O J E C T</p> <p>PLAN SHOWING 'WING - A' IN PROPOSED RESIDENTIAL HOUSING SCHEME AT S.No. 115/2C + 3/1, PLOT No. 1, KOTHRUD, PUNE. FOR : STATE BANK STAFF CO-OP HOUSING SOCIETY (PROP) SHIVTIRTHANAGAR, KOTHRUD, PUNE.</p> | | <p>NIRMAL PARDESHI AND ASSOCIATES CONSULTING ARCHITECTS 2/A, KETAKISADAN CO-OP HSG. SOC. 216, NAVI PETH, PUNE - 411 030. PHONE : 433 46 41, FAX : 433 54 61</p> |
| | <p>04 MAY 1999.</p> | |

20

Handwritten signature and initials

STATE BANK STAFF CO-OPERATIVE HOUSING SOCIETY (PROPOSED)

91/1/16/2, 'Raigad' Building, Opp. Vanaz Co., Near Utsav Hall, Paud Road, Kothrud, Pune - 411 038 Tel : 363622

Receipt No. 0094

Plot No. : 1

Date: 16/8/2000

J. No. A Flat No. 12 S. No. 115/2C+3/1

Received with thanks from Shri/Sow/Kam Anita Ashok Goregaonkar

Address B-202, Dwarka Devi Hsg. Society Malad (E), Mumbai

the sum of Rupees Eighteen Thousand Seven Hundred Twenty

/ Demand Draft No. / Cheque No. 548649 Dated 16/8/2000

in H.D.F.C. Bank being the amount deposited by him/ her towards
Law College Rd. membership / part payment of contribution.

Rs. 18,722/-

For State Bank Staff Co-op. Hsg. Society



Chi _____

This receipt is subject to realisation of cheque



Nirmal Pardeshi & Associates
CONSULTING ARCHITECTS
216, NAVI PETH, 2/A, KETKI SADAN SOC., 2 nd FLOOR, NEAR LOKMANYANAGAR P. O.,
PUNE - 411 030. PHONE : 433 46 41. FAX : +91- 020 - 433 54 61.

REF :

DATE : 8/10/2000

C E R T I F I C A T E

THIS IS TO CERTIFY THAT THE CONSTRUCTION OF BUILDING IN 'A'
S.No. 115/2C+3/1 KOTHRUD, PUNE FOR STATE BANK STAFF
CO-OP HOUSING SOCIETY, PUNE (PROPOSED) IS UNDER CONSTRUCTION
AS PER THE APPROVED PLAN UNDER COMMENCEMENT CERTIFICATE
No. 6852 DATED 24/1/2000 THE OVERALL QUALITY OF
CONSTRUCTION WORK IS FAIR. THE CONSTRUCTION WORK HAS BEEN
COMPLETED UPTO COMPLETION OF *Plaster*

FOR : NIRMAL PARDESHI AND ASSO.

N. Pardeshi

NIRMAL PARDESHI.
ARCHITECT.
REG. No. CA/86/10340.

32

30

STATE BANK STAFF CO-OPERATIVE HOUSING SOCIETY, PUNE (PROPOSED)

S. NO. 91/1/16/2, 'Raigad' Building,
Opp. Vanaz Co., Near Utsav Hall,
Paud Road, Kothrud, Pune - 411 038
Tel: 5463622

HRUD
SING
JECT

Date: 24/3/2000

ALLOTMENT LETTER

We, the promoters of the State Bank Staff Co-operative Housing Society proposed Pune hereby certify that -

1. Flat No. 10 in building A situated in survey no. 115/2C+3/1 at Kothrud, Pune 411 038 has been allotted to Shri./Smt./Kum. Mrs. Anita Ashok Goregaonkar & Shri. Ashok G. Goregaonkar
2. That the total cost of the flat is Rs. 384665/- (Rupees Three Lac Eighty Four Thousand Six Hundred only). Sixty Five
3. That the title to the said land and the building therein is clear, marketable and free from all encumbrances and doubts.
4. We confirm that we have no objection whatsoever to Shri/Smt/Kum. Anita Ashok Goregaonkar & Shri. Ashok G. Goregaonkar mortgaging the flat to STATE BANK OF INDIA as security for the amount advanced by the Bank.
5. We have not borrowed from any Financial Institution for purchase of land or construction of building and have not created and will not create any encumbrances

31

on the flat allotted to him/her during currency of the loan sanctioned to be sanctioned by the Bank to him/her.

6. We are agreeable to accept STATE BANK OF INDIA as a nominee for flat allotted to Shri/Smt. / Kam. Mrs. Anita A. Gosegawankar & Shri. Ashok G. Gosegawankar and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

[Handwritten Signature]

(CHIEF PROMOTER)



STATE BANK STAFF CO-OPERATIVE HOUSING SOCIETY, PUNE (PROPOSED)

S. NO. 91/1/16/2, 'Raigad' Building,
Opp. Vanaz Co., Near Utsav Hall,
Paud Road, Kothrud, Pune - 411 038
Tel: 5463622

THRU
USING
OBJECT

Date: 24/3/2000

To

Subject: Permission to mortgage etc.

Dear Sir,

This is to confirm that I have sold Flat No. 10 in the building called A situated at S.No. 115/2C+3/1 to Mr/Mrs. Anita A. Goregaonkar for a total consideration of Rs. 384665/- under an agreement dated 23/3/2000.

I confirm that I have obtained necessary permissions/approvals/sanctions for constructions of the said building from all the concerned competent authorities and the construction of the the building as well as of the Flat is in accordance with the approved plans. I have not made any subdivisions in the flat after the plans have been approved by the Municipal Corporation. The flat is meant for residential purpose as per the sanctioned plan.

I assure you that the said flat as well as the said building and the land appurtenant there to are not subject

**STATE BANK STAFF CO-OPERATIVE
HOUSING SOCIETY PUNE (PROPOSED)**

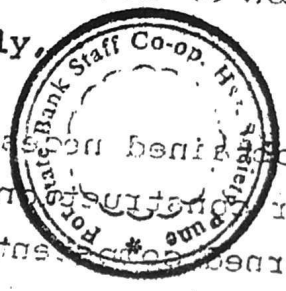
2. NO. 211/1952, Rajawade Building,
 Opp. Vastak Co., Near 12th Road,
 Band Road, Kothrud, Pune - 411 004
 TEL. 2222222

to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable. I have a clear legal and marketable title to the said property and every part thereof.

I have no objection to giving a loan to the above buyer/s and his/her their mortgaging the said flat to you by way of security for repayment notwithstanding anything to the contrary contained in the said agreement.

I also undertake to give proper notice to the Co-op. Housing Society as and when formed about the flat being mortgaged.

Yours faithfully,



Chief Promoter.

I confirm that I have obtained necessary permissions/approvals/permissions for construction of the building as well as of the flat in accordance with the approved plans. I have not made any alterations in the flat after the plans have been approved by the Municipal Corporation. The flat is meant for residential purpose as per the sanctioned plan.

I assure you that the said flat as well as the building and the land appurtenant there to are not subject