

ओरियन्टल बैंक ऑफ कॉमर्स

(भारत सरकार का उपक्रम)

12-16 रुघानी पेलेस, 1'बी', तल माला,
(भूराभाई हॉल के पास),
कांदिवली (प.), मुंबई - 400 067.

दूरभाष : 2805 9086 फैक्स : 2862 8086



ओ.वी.सी

Oriental Bank of Commerce

(A Govt. of India Undertaking)

12-16, Rughani Palace, 1'B', Ground Floor,
(Near Bhurabhai Hall),
Kandivali (W), Mumbai - 400 067.
Tel. : 2805 9086 Fax : 2862 8086

Ref:CN:0901:HL: :2007

05/11/2007

✓ Shri Ashok P Yadav
Flat No.C-002, Building No.12,
Shalom Apartment Kenwood,
Park II Mira Road (E)
Thane 4010107.

Dear Sir,

Reg:- Your Term Loan (Housing) A/c No. LN 09016011000503

We had sanctioned/disbursed a Term Loan of Rs.3,50,000/- on 22/09/2007 for the Purchase of Flat No C-002, Bldg. No. 12, Shalom Apartment Kenwood Park II, Mira Road (E), Thane 401 107. The account stands fully adjusted on 05/11/2007 as such there are No Dues outstanding in your name against the subject flat.

We enclose following documents for your record.

1. Agreement for Sale dt. 27/03/2006. duly registered
2. Registration Receipt dt. 01/04/2006.
3. Copy of ULC Order Dated 19/10/02/26/08/2003. issued by Dy. Collector.
4. Copy of NA Order dated 30/4/2003.
5. Copy of construction Permission dated 12/5/2003.
6. Copy of 7 & 12 Extracts dated 8/7/2003.

Yours faithfully,

Branch Manager.

CC,

M/s Happy Construction Co.

Shop No.4, Shantinath Tower, Shanti Park,
Mira Road (East) 401 107



Ref: Your NOC dated : 21/09/2006

Mr. Ashok PYadav has adjusted our Term Loan (Housing) against the above flat. Kindly cancel our lien in your books.

Branch Manager



मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय भाईंदर

उच्चपती शिवाजी महाराज मार्ग, भाईंदर (पश्चिम), ता. जि. ठाणे. ४०१ १०१

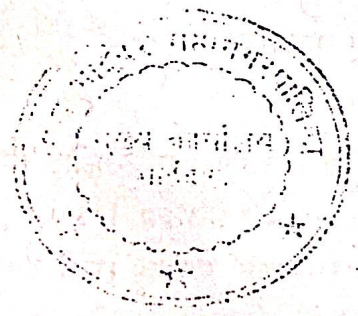
नं. /मनपा/नर/२००७/२००४-२००५

दिनांक ०१/१२/२००५

- वाचले-
१. मे.बॉम्बे आर्किटेक्चरल कन्स. यांचा दि.२७/१०/२००४ चा दाखला अर्ज.
 २. मे.सभाग प्राधिकारी नागरी संकुलन ठाणे यांचे कडील आदेश क्र.यूपएसी/टि.ए/एटीपी/डब्ल्यू.एस.एच.२०/एसआर-१२६३. दि.१९/१०/२००२ अन्वये आदेश व एस.आर.-१२६३/गोडदेव/२००४, दि.२१/०५/२००४ अन्वये भोगवटा दाखला देण्यास हरकत नसल्याबाबतचा नाहरकत दाखला.
 ३. मिरा भाईंदर महानगरपालिका पत्र क्र.मनपा/नर/१२६९/८९३२/०२-०३. दि.०२/१२/२००३ अन्वये प्राथमिक परवानगीसह नकाशे मंजूर.
 ४. मिरा भाईंदर महानगरपालिका पत्र क्र.मिभा/मनपा/नर/२६७/१०२९/०३-०४ दि.१२/०५/२००३ अन्वये बांधकाम प्रारंभपत्र.
 ५. मिरा भाईंदर महानगरपालिका पत्र क्र.मनपा/नर/५३९/२०८९/२००२-०३. दि.१९/०५/२००३ अन्वये जोत्याचा दाखला.
 ६. मे. बॉम्बे आर्किटेक्चरल कन्स. यांचा दि. ३१/०७/२००५ अन्वये इमारत पूर्णत्वाचा दाखला.
 ७. मे. बी.एच.राठोड (स्ट्रक्चरल इंजि.) यांचा दि.११/०६/२००४ अन्वये इमारतीचे बांधकाम तांत्रिकदृष्ट्या योग्यतेबाबतचा दाखला.
 ८. लायन्स प्लंबर, मे.आर्च इंटरप्राईजेस यांचे दि.११/०६/२००४ अन्वये इमारतीच्या प्लंबिंग बाबतचा दाखला.

//भाग भोगवटा दाखला//

मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - गोडदेव, स.क्र. ३७८/३ (जुना), ७६/३ (नवि.) येथील मंजूर रेखांकन नकाशागधील इमारत (भाग स्टिल्ट) + ४ भाग या इमारतीचे बांधकाम पत्र क्र. मिभा/मनपा/नर/२२०६/२००४/२००५, दि. १ / २ / २००५ अन्वये मंजूर करण्यात आलेल्या सुधारित नकाशा प्रमाणे पूर्ण झाल्या बाबतचा दाखला वारतुविचारत मे. बॉम्बे आर्किटेक्चरल कन्स. यांनी सादर केला आहे. इमारतीचे बांधकाम तांत्रिकदृष्ट्या योग्यते बाबतचा दाखला मे. बी.एच.राठोड यांनी व इमारतीचे प्लंबिंग बाबतचा दाखला मे.आर्च इंटरप्राईजेस यांनी सादर केला आहे. यास्तव संदर्भित क्र. ४ चे आदेशा मधील अटीचे पालन करण्याच्या अटीवर मंजूर नकाशातील इमारतीचा वापर करणारा व सार इमारतीचा आवश्यक तेवढा विद्युत पुरवठा होणेस महानगरपालिकाची हरकत नाही. शहरातील पाणी टंचाई लक्षात घेता आपणास नळ कनेक्शन मिळेलय याची हनी महानगरपालिका देत नाही. सदरचा वापर परवाना हा मंजूर नकाशा, अनुज्ञेय वापर व मंजूर क्षेत्राच्या मर्यादेत आहे.



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आयुक्त,

मिरा भाईंदर महानगरपालिका.

प्रस - १) विभागाक
२) कर विभाग.



दस्तावेजांक व वर्ष: 2952/2006

दुय्यम निबंधक: टाणे 4

नोंदणी 63 म

Regn. 63 म

सूची क्र. दोन INDEX NO. II

गावाचे नाव : घोडदेव

- (1) वित्तखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद कर.वे) मोबदला रु. 445,000.00
वा.भा. रु. 535.896.00
- (2) दु-मालक, फोटोहिस्ता व घरक्रमांक (करूनजला) (1) सर्वे क्र.: 76/3 वर्णन: विभागाचे नाव गौजे [गांव] घोडदेव क्रमांक 3 (मिरा भाईदर नहानगरपालीका), उपविभागाचे नाव - 3/18 - एम) भु- विभाग घोडदेव गावातील मिळकती सर्वे क्रमांक सदनिका क्र. 002, तळनजला, दि नं-12, शालोम अपार्टमेंट, केनवूड पार्क फेज-2, घोडदेव भाईदर पू.
(1)33.08
- (3) हक्क (1) -
- (4) आकारणी किंवा जुडी देण्यात असलेले तेंका (1) -
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचादीचे नाव व संपूर्ण पत्ता (1) गे. हॅणी करार, तो गाणीदार लोका नदी, जरीकर गावचा तपो. न. म. के. ल. गोरे, घर पत्ता नं. -; गल्ली/रस्ता -; इमारतीचे नाव: मिळन प्लाझा, इमारत नं. -; पेठ/वसाहत -; शहर/गाव भाईदर म.; तालुका: -; पिन -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अशोक पी. यादव; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: जवाहर नगर; शहर/गाव: गोरेगाव; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 27/03/2006
- (8) नोंदणीचा 01/04/2006
- (9) अनुक्रमांक, खंड व पृष्ठ 2952 /2006
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 10550.00
- (11) बाजारभावप्रमाणे नोंदणी रु 5360.00
- (12) शेर

Ward :
 Revenue Village : Goddeo, Uhayandar.
 Old Survey No. : 378
 New Survey No. : 76
 Hissa No. : 3
 No. of floors : Ground + _____
 Built-up Area : sq. feet
 Consideration : Rs.
 Market Value : Rs.
 Stamp Duty : Rs.
 Paid : Rs.

AGREEMENT FOR SALE

ARTICLE OF AGREEMENT made and entered into at Mira Road, on this 27th day of May, 2008 BETWEEN : M/S. HAPPY CONSTRUCTION CO., a partnership firm, having its office at Shop No.4, Shreenath Tower Co-op. Hsg. Soc. Ltd., Shanti Park, Mira Road (East), Thane 401 107, hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said firm, its partner or partners from time to time and respective heirs, executors, administrators and assigns) of the FIRST PART

A. P. Yadav
 Rs 10,550/-
 Kept for ten thousand five hundred fifty odd
 For Citizencraft™ Co-op. Bank Ltd.
 Authorized Signatories
 CHITRA 77996
 SHRI 59881
 MAR 27 2008
 R.00105501-985256
 INDIA STAMPLINITY MAHARASHTRA
 16:11

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 2E/2-12008
 9/48

Chand
Yadav

AND

MR. ASHOK P. YADAV

PLOT NO. 288/1 ROAD NO. 3 JAWAHAR
NAGAR. GOREGHON (W) MUMBAI-62

hereinafter called "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/ their respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS originally 1) Mr. Francis Joseph D'souza, 2) Mr. Felix Joseph D'souza, 3) Smt. Cicilla Joseph D'souza, 4) Kum. Ursula Joseph D'souza, 5) Mr. Johnson Joseph D'souza, 6) Smt. Novela Percy Fonseca were the owners of several properties inter-alia the land bearing Old Survey No. 378, New Survey No. 76, Hissa No. 3, admeasuring 1876 sq. yards, i. e. equivalent to 1570 sq. meters, situate, lying and being at village Goddeo, Bhayandar, 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 PROPERTY').

AND WHEREAS by an Agreement for Sale cum Development, dated 25/3/1994, the said Mr. Francis Joseph D'souza and others agreed to sell the said property to one Shri Chandrakant Daulatral Kanakia at the price and on the terms and conditions therein contained.

AND WHEREAS by a Triparty Agreement, dated 20th December, 1994, the said Shri Chandrakant Daulatral Kanakia with the consent and confirmation of the said Mr. Francis Joseph D'souza and others agreed to sell the said property to M/s. A. R. Brothers at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Triparty Agreement, dated 20th December, 1994, the said Mr. Francis Joseph D'souza and others had executed an Irrevocable General Power of Attorney in favour of partners of

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the said M/s. A. R. Brothers, conferring upon them several powers Inter-alla power to sell the said property to the person or persons of their choice.

AND WHEREAS the said M/s. A. R. Brothers was a partnership firm, consisting of two partners namely 1) Shri Anil Jain and 2) Shri Rajiv Tayal and subsequently by a Deed of Partnership cum Retirement, dated 7th October, 1996, the said Shri Rajiv Tayal retired from the said partnership business known as M/s. A. R. Brothers and one Shri Santosh Kumar Jain had inducted as one of the partners of the said M/s. A. R. Brothers.

AND WHEREAS by an Agreement for Sale cum Development, dated 1st day of June, 2000, the said M/s. A. R. Brothers; In its turn agreed to sell the said property to M/s. Shree Krishna Enterprises at the price and on the terms and conditions therein contained.

AND WHEREAS In pursuance to the said Agreement for Sale cum Development, dated 1st day of June, 2000, the said M/s. A. R. Brothers had also executed an Irrevocable General Power of Attorney in favour of partners of M/s. Shree Krishna Enterprises, conferring upon them several powers Inter-alla power to sell the said property to the person or persons of their choice.

AND WHEREAS by an Agreement for Sale cum Development, dated 10th day of September, 2002, the said M/s. Shree Krishna Enterprises, In its turn agreed to sell the said property, more particularly described in the First Schedule hereunder written, to M/s. HAPPY CONSTRUCTION CO., being the Builders herein, at the price and on the terms and conditions therein contained.

AND WHEREAS In pursuance to the said Agreement for Sale cum Development, dated 10th day of September, 2002, the said M/s. Shree Krishna Enterprises had also executed an Irrevocable General Power of Attorney in favour of the Builders herein, conferring upon them several powers Inter-alla power to develop the said property by constructing building thereon and also to sell the premises to the intending purchasers thereof.

AND WHEREAS under the aforesaid circumstances, the Builders are absolutely seized and possessed of and/or well and sufficiently entitled to

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the said property, more particularly described in the First Schedule hereunder written.

AND WHEREAS the Builders hereby represent that the documents executed by and between the parties thereto as stated hereinabove are valid, legal, subsisting and same are in full force and effect.

AND WHEREAS the Addl. Collector and Competent Authority, Thane had granted permission to develop the said property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide an Order No.ULC/TA/ATP/WSHS/20/SR-1263, dated 19/10/2002.

AND WHEREAS the Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed on the said property vide its Letter No.MNP/NR/1261/8132/2002-03, dated 1/12/2002.

AND WHEREAS the Collector of Thane has granted N. A. permission in respect of the said property vide an Order No.Revenue/K-1/T-1/NAP/SR-221/2002, dated 30/4/2003.

AND WHEREAS the Mira Bhayandar Municipal Corporation has issued Commencement Certificate bearing No.MNP/NR/267/1021/2003-04, dated 12/5/2003.

AND WHEREAS as per the said permissions and orders granted by the authorities concerned and as a result of the said Agreements, the Builders herein are entitled and enjoyed upon to construct building on the said property in accordance with the said order and permissions granted by the concerned authorities.

AND WHEREAS the Builders have proposed to construct on the said property, more particularly described in the First Schedule hereunder written a new building known as "SHALOM APARTMENT" in the complex known as "KENWOOD PARK" PHASE-II (hereinafter referred to as the SAID BUILDING').

AND WHEREAS by virtue of the said Agreements and an Irrevocable General Power of Attorney, the Builders alone have the sole and exclusive

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right to sell the Flats/Shops 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.

AND WHEREAS the Flat/Shop Purchaser demanded from the Builders and the Builders have given inspection to the Flat/Shop Purchaser of all the documents of title relating to the said property, the said orders and permissions granted by the authorities concerned, and the Agreements and Irrevocable General Power of Attorney by and between the parties thereto and also building plans, designs and specifications and of such other documents 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.

AND 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 and copies of the said plans approved by the concerned authorities have been annexed hereto.

AND WHEREAS the Builders have accordingly commenced construction of the said building in accordance with the permission and orders granted by the authorities concerned.

AND WHEREAS the Flat/Shop Purchaser applied to the Builders to purchase from the Builders a Flat/Shop No. 121002, admeasuring 3308 sq. feet (Super Built-up/Built-up/Carpet) in Wing, on the G.R. floor of the Building known as SHALOM APARTMENT in the complex known as KENWOOD PARK, PHASE-II to be constructed by the Builders on the said property, more particularly described in the Second Schedule hereunder written, (hereinafter referred to as the "Said Premises") and further represented to the Builders that neither the said Flat/Shop Purchaser nor the members of the Flat/Shop Purchaser's family own a tenement or a house or building within the limit of the Mira-Bhayandar Municipal Corporation.

AND WHEREAS relying upon the said application, declaration and agreement, the Builders agreed to sell to the Purchaser, the said premises,

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more particularly described in the Second Schedule hereunder written, at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said Act, Agreement for Sale of the said Flat/Shop is required to be executed by the Builders in favour of the Purchaser/s, being in fact these presents and also to register the same under the provisions of Registration Act, subject to the payment of requisite stamp duty, registration fee and all incidental fees /charges, etc. by the flat/ shop purchasers to that effect.

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 SHALOM APARTMENT in the complex known as KENWOOD PARK, PHASE-II on the said property, more particularly described in the First Schedule hereunder written, 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 his/ her consent.
2. The Purchaser hereby agrees to purchase and the Builders hereby agree to sell Flat/Shop No. 12/1002 of an area admeasuring sq. feet / sq. meters (Super Built-up) i. e. sq. feet / 53.08 sq. meters (Built-up) in Wing, on the G.R. floor, in the building known as SHALOM APARTMENT in the complex known as KENWOOD PARK, PHASE-II and more particularly described in the Second Schedule here under written. (hereinafter called "the said premises").
3. The Purchaser shall pay to the Builders a sum of Rs. 4,45,000/- (Rupees FOUR LAC FOURTY 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

Signature

A. J. Arora



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Bidders. The Purchase price shall be paid by the purchaser to the Bidders in the following manner.

- a) Rs. 5000/-...../- as Earnest Money on or before the execution of an Agreement. FIVE THOUSAND ONLY
- b) Rs. /- On completion of Plinth work or on or before day of 200....., whichever is earlier.
- c) Rs. /- On completion of R.C.C. frame work of the 1st Slab or on or before day of 200....., whichever is earlier.
- d) Rs. /- On completion of R.C.C. frame work of the Second Slab or on or before the day of 200....., whichever is earlier.
- e) Rs. /- On completion of R.C.C. frame work of the Third Slab or on or before day of 200....., whichever is earlier.
- f) Rs. /- On completion of R.C.C. frame work of the Fourth Slab or on or before day of 200....., whichever is earlier.
- g) Rs. /- On completion of R.C.C. frame work of the Fifth Slab or on or before day of 200....., whichever is earlier.
- h) Rs. /- On completion of Brick Work or on or before day of 200....., whichever is earlier.
- i) Rs. 1,35,000/-...../- On completion of Plumbing and Plastering work or on or before day of 200....., whichever is earlier.

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24/2/2008
10/1/03

SIGNED, SEALED AND DELIVERED
by the withinnamed "BUILDERS"
M/S. HAPPY CONSTRUCTION CO.

through Its Partner

Mr. Ramesh V. Arora

In the presence of

1. ~~.....~~

2.

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SIGNED, SEALED AND DELIVERED
by the withinnamed "PURCHASER/S"

MR. ASHOK P. JADAV

Ashtok

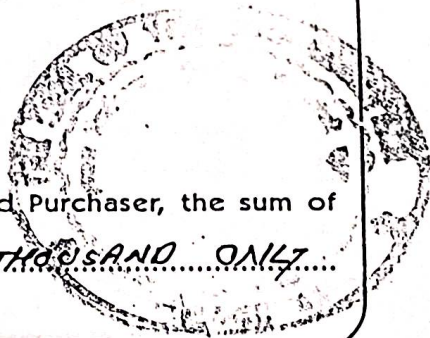
In the presence of

1. ~~.....~~

2.

RECEIPT

RECEIVED of and from the withinnamed Purchaser, the sum of
Rs. 5000/- (Rupees FIVE THOUSAND ONLY)



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20/12/2008

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 Builders in any of the matters concerning the building the construction and completion thereof and all amenities pertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, adhoc committee or any other body.

31. The Purchaser agrees with the Builders that the Co-operative Society that may be formed by the Purchasers of the Flat/Shop 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 committee shall be formed. Such committee 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 recreation 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 time 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.
32. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser for any reason whatsoever shall not be considered as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Builders.

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33. The letters, receipts and/or notices issued by the Builders 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 Builders.
34. If the purchaser neglects, omits or fails to pay for any reason whatsoever, to the Builders any part of the amount due and payable to the Builders 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 covenants and stipulations herein contained or referred to, the Builders 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 Builders re-entry on the said premises as aforesaid all the right, title and interest of the purchaser in the said premises and under this Agreement shall cease and the purchaser shall also be liable for immediate ejectment (of the Purchaser) as a Trespasser. The Builders 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 Builders shall be entitled to deduct from the purchase price becoming refundable to the purchaser under this clause the loss or damage suffered by the Builders and/or other purchasers of premises on account of the Purchaser committing breach of any of the terms and conditions herein.
35. The name of the society shall be determined by the Builders and the Purchasers shall not be entitled to change such name in future at any time.
36. It is hereby agreed by and between the parties that till the date of getting water supply from the Mira-Bhayandar Municipal Corporation, the flat purchaser in the proposed building on their own shall make alternative arrangement for water supply and to which the Builders shall not be held responsible in any manner whatsoever.
37. It is hereby expressly agreed by and between the parties hereto that the Builders shall be entitled to recover before the possession

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of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the builders to the various authorities which are non-refundable on account of the said building.

38. The Purchaser shall on demand or on or before delivery of possession of the said premises, keep deposited with the Builders the following amount.

- 1) Rs..... For legal charges, only for the Agreement.
- 2) Rs..... For share money, application, entrance fee of the Society.
- 3) Rs..... For formation and registration of the Society.
- 4) Rs..... For proportionate share of maintenance.
- 5) Rs..... @ Rs...../- per sq. feet towards Infrastructural cost.
- 6) Rs..... Water lines, Road, etc.
- 7) Rs..... Deposit to be paid to MBMC/BSES Ltd. and/or any other Govt. Bodies.

The Builders shall not be liable to render any accounts for the amounts as mentioned in clause-38 hereinabove and free to utilise the same for the purposes stated therein.

39. The registration of this Agreement is compulsory and mandatory under the Indian 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 builders, 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.

40. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to

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the Purchaser by Registered Post A.D. at his/her address specified below:-

MR. ASHOK. P. YADAV

PLOT NO. 288/1 ROAD NO. 3 JAWAHAR

NAGAR GAREGAON (N) MUMBAI-62

41: 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 THESE pieces or parcels of land bearing Old Survey No. 378, New Survey No. 76, Hissa No. 3, admeasuring 1876 sq. yards, i. e. equivalent to 1570 sq. meters, situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO

A Flat/Shop bearing No. 12/002, admeasuring
Sq. feet / sq. meters (Super Built-up) i. e.
sq. feet / 2508 sq. meters (Built-up) in Wing, on the
..... floor of the Building known as SHALOM APARTMENT
in the complex known as KENWOOD PARK, PHASE-II to be
constructed on the property described in the First Schedule hereinbefore
written.

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