Previous File No.	Address	From	10	
	Name of Subject			
File No.	Reference No.	FILE	PROD	Juct

_	File No.	
		J

Education loan Application

Applicant Name -
ADPRICA
Mavin Agowal.
Hazel - 1103 Rosewood Hghts.
Khaashay Navi Mumbai
Through the same of the same o
Hazel-1103, Rosewood Hghts. Khaaphan, Navi Mumbai

Existing - HL-396975470412 -015-29.556



Spring File No. 2 Cloth Patti (matien loan
Application

Applicant Name -Navin Agowwal. Hazel - 1103, Rosewood Hghts. Khaaphan, Navi Mumbai

11Sting - HL-396975470412 -015-29.55 La



# Jitendra P. Patil

Advocate High Court

Office: 313, 3<sup>rd</sup> Floor, Bhoomi Mall, Plot No. 9, Sector-15, Palm Beach Road, CBD Belapur, Navi Mumbai- 400614 Phone: 022 4963 3100 | Mobile: 99209 11100 | Email: officejppatil@gmail.com

Ref. No.442/SBI/RBO/Belapur/2024

Date: 28/06/2024

To

Asst. General Manager, State Bank of India, RBO, Belapur, Navi Mumbai.

Sub.: Flat No. 1103, on the 11<sup>th</sup> Floor, in 'Hazel' wing, admeasuring about 797 Sq. Ft. Carpet area, in the building known as "Rosewood Heights", Constructed on Plot no. 270, Sector-10, Situated at Kharghar, Taluka Panvel and District Raigad.

Borrower/s: 1. MR. NIRANJAN KUMAR AGARWAL
2. MRS. RENU AGARWAL

Respected Sir,

Please find enclosed herewith our search and opinion on title in respect of the aforesaid property. In this regard you are kindly requested to send cheque/Online Transfer in my State Bank of India for Rs. 4000/- (Rupees Four Thousand only) towards our bill of costs as under: -

Our fees Rs. 3350/Govt. Search Fees Rs. 325/Search Charges Rs. 325/Total = Rs. 4000/-

You are requested to deposit Rs. 4000/- towards professional fees and expenses in my SBI A/C. No. 30699921909 State Bank of India, IFSC Code: SBIN0008586, Branch - Madam Cama Road, Mumbai.

Encl: Report

Jitendra P. Patil Advocate Phone. 022 4963 31001 Mobile. 77203 11100

Ref. No.442/SBI/RBO/Belapur/2024

To

Asst. General Manager,

State Bank of India,

RBO, Belapur,

Navi Mumbai.

#### ANNEXURE - B

Date: 28/06/2024

# REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY (All columns/items are to be completed/commented by the panel advocate)

1	a) Name of the Branch/ Business Unit/Office	RBO, Navi Mumbai
	b) Reference No. and date of the letter under the cover of which the documents tendered	Document received by Online
	for scrutiny are forwarded.  c) Name of the Borrower.	1. MR. NIRANJAN KUMAR AGARWAL 2. MRS. RENU AGARWAL
2	a. Type of Loan	Home Loan Freehold Land
3	b. Type of Property  a) Name of the unit/concern/ company/person offering the property/(ies) as	1. MR. NIRANJAN KUMAR AGARWAL 2. MRS. RENU AGARWAL
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	1. MR. NIRANJAN KUMAR AGARWAL 2. MRS. RENU AGARWAL
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers
4	a) Value of Loan (Rs. in Crore)	Bank has to consider
5	Complete or full description of the immovable property (ies) offered as security including the following details.	Flat No. 1103, on the 11th Floor, in 'Hazel' wing, admeasuring about 797 Sq. Ft. Carpet area, in the building known as "Rosewood Heights", in the Society known as Tharwani
(4)	NDRA	Rosewood Heights CHS Ltd.

दरतकमांक व वर्ष: 8929/2010

दुय्यम निबंधक: सह दु.नि.पनवेल 2

Monday, September 06, 2010

1 34 38 PM

सूची क्र. दोन INDEX NO. 11

गावाचे नाव: खारघर

(1) विलेखाचा प्रकार, मोवदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 7,213,175.00

बा.भा. रू. 3,225,500.00

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

(1) वर्णनः उपविभागाचे नाव - 20/10,सदनिका क्र. 1103,अकरावा मजला,हेजल विंग, "रोजवुड हाईट्स",प्लॉट २७०,सेक्टर १०,खारघर,ता.पनवेल,जि.रायगड.जी+१६,क्षेत्र ७९७ चौ.फुट कारपेट

(1) मे.साई प्रॉपर्टीज तर्फे भागीदार अनिल एच थारवाणी यांचे तर्फे अख.हिते - -; घर/फ़्लॅट नं: -;

बिल्डींग,प्लॉट 74,से 17,वाशी; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABFFS 4175

ईमारत नं: गंधर्व 702, से 40 सीवुड नेरुळ; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -;

गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः ३१० ते ३१३,परसी पोलिस

(1) निरंजन कुमार अगरवाल - -; घर/फ़्लॅट र्न: -; गल्ली/रस्ता: --; ईमारतीचे नाद: -;

(2) रेणु अगरवाल - -; घर/फ़लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: ॥;

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

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

(8)

करून दिल्याचा 06/09/2010

नोंदणीचा

पेठ/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः -; पॅन नम्बरः AQBPA1753D.

(9) अनुक्रमांक, खंड व पृष्ठ

06/09/2010

पॅन नम्बर: AFCPA4383H.

8929 /2010

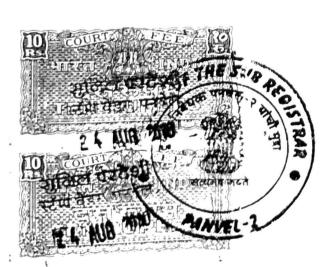
(10) बाजारभावाप्रमाणे मुद्रांक श्ल्क

₹ 415390.50

(11) बाजारभावाप्रमाणे नोंदणी

रू 30000.00

(12) शेरा



सहदुय्यम ानबंधका, वर्ग २ (मृजवेल-२)

Monday, September 06, 2010

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गावाचे नाव

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9323

06/09/2010

दरतऐवजाचा अनुक्रमांक

खारघर

उरण - 08929 -2010

दरता ऐवजाचा प्रकार

सादर करणाराचे नाव: निरंजन कुमार अगरवाल

नोंदणी फी

30000.00 €

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

920.00

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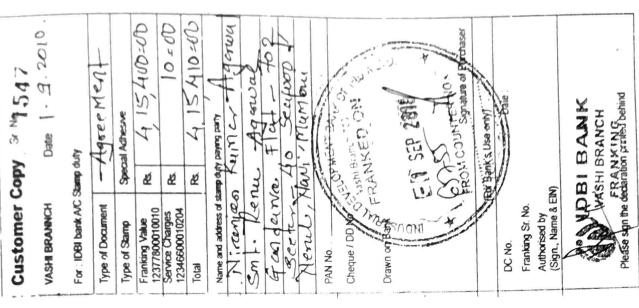
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भरलेले मुद्रांक शुल्क: 415400 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: -;

डीडी/धनाकर्ष क्रमांक: -; रक्कम: 30000 रू.; दिनांक: 28/08/2010





OF INDUSTRUAL DEVISION

Patra Bosch Marg, lashi, Stew Membe

ARTICLES OF AGREEMENT made and entered into at New Panvel this PROPERTIES, a Partnership firm having its office No. 310 to 313, PROPERTIES, a .

Persipolis Building, Plot No.

hereinafter referred to as "DEVELOPERS" (wincome)

it be repugnant to the context or meaning thereof shall deem to ...

include the Partner or Partners for the time being of the said firm their survivor or survivors and the heirs, executors and administrators and possigns of such last survivor) of the ONE PART Persipolis Building, Plot No. 74, Sector-17, Vashi, Navi Mumbai, hereinafter referred to as "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Partner or Partners for the time being of the same and include the Partner or Partners for the time being of the same and include the Partner or Partners for the time being of the same and include the Partner or Partners for the time being of the same and include the partner or Partners for the time being of the same and include the partner or Partners for the time being of the same and include the partner or Partners for the time being of the same and include the partner or partners for the time being of the same and the partners for the same and the partners for the same and the partners for the same and the partner

MB/SHRI/SMT/KHM.	NIRÅNJAN KUMAR AGARWAL	700/00/05/	nes Centre, Sector-17,
unless it be repugnar	Gandarva, Flat No. 702,  Rector - 40, Seawood,  NERUL, NAVI MUMRA!  o as the "PURCHASER" (which expression shall deem to the context or meaning thereof shall deem to his/her/their respective legal heirs, executors mitted assigns) of the OTHER PART.		158797 SEP 61 2016

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd., (hereinafter called as "THE SAID CORPORATION") is the New Town Development Authority declared for the area as designed as a site for the new towns of New Bombay by the Government of Maharashtra in exercise of its powers under sub-section (i) and (3-a) of Section 113 of the Maharashtra Regional Town Planning Act of 1966 (Mah. XXXVII of 1966) hereinafter referred to as the SAID ACT.

AND WHEREAS the State Government in pursuance of Section 113 (1) of the said Act acquired the land described therein and vested such lands in the said corporation for development and disposal.

By an Agreement to Lease dated 19.12.2006 executed by the City and Industrial Development Corporation of Maharashtra Ltd., therein and hereinafter referred to as "the Corporation" of the One Part in favour of (1) Shri. Kanha Mahadu Patil (2) Shri. Sandesh Ramdas Patil (3) Shri. Mahendra Ramdas Patil (4) Shri. Dashrath Narayan Patil (5) Shri. Kisan Waman Patil (6) Shri. Jagdish Eknath Patil therein referred to as the Licensee of other Part, the Corporation, on receipt of full and final amount to lease premium, thereby agreed to lease to the said Licensee, of GES Plot No. 270 in Sector No. 10, Kharghar, Taluka Panvel, and District RAigad containing by admeasuring 8749.71 sq. mtrs. or thereabouts under Gaothan Expansion Scheme of 12.5 % (hereinafter for the sake of brevity referred to as "the said Property") more particularly described in the schedule written there under for residential use on 60 years lease and on the terms and conditions and at or for a lease premium as contained therein and the same was duly registered vide Registration Receipt No. 9702 Document Serial No. PVLI-09646-2006 dated 20.12.2006.

The Corporation, at the request of the Original Allottees that is (1) Shri. Kanha Mahadu Patil (2) Shri. Sandesh Ramdas Patil (3) Shri. Mahendra Ramdas Patil (4) Shri. Dashrath Narayan Patil (5) Shri. Kisan Waman Patil (6) Shri. Jagdish Eknath Patil transferred and assigned the Lease hold rights title interest in the said plot and benefits under the Lease Agreement dated 19<sup>th</sup> Decembers 2006 form the name of Original Allottees to the name of M/s Sai Properties Partnership firm through its partners 1) Shri. Hardas H. Tharwani (2) Shri. Anil H. Tharwani (3) Shri. Sunil H. Tharwani (4) Shri. Mohan H. Tharwani vide Tripartite Agreement dated 23.1.2007 duly registered vide Document Serial No. PVL3-00888-

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2007 dated 23.1.2007 and Final Letter No. CIDCO/EMS/Scheme/Kharghar 29/2007 dated 23.01.2007.

AND WHEREAS, in the premises, the Developers are seized and possessed of or otherwise well and sufficiently entitled to all that the said property more particularly described in the Schedule hereunder written.

agreement with an Architect registered with the Council of Architects with, and such agreement is as per the agreement prescribed by the Council of Architects, whereas the Developers have appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the Developers accept the professional supervisions of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Developers alone have sole and exclusive right to sell the Flats in the said building/s to be constructed by the Developers on the said property and to enter into agreement/s with the Purchaser/s and receive the sale price in respect thereof.

AND WHEREAS, the Purchaser demanded from the Developers and Developers have given inspection to the purchaser of all the documents of title relating to the property, the plan, designs and specifications prepared by the Developer's Architect and of such other documents as are specified under the Maharashtra ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made there under.

AND WHEREAS, the Purchaser has also taken inspection of all the plans, designs and specifications proposed to be sanctioned by the Competent Authority and other Authorities.

AND WHEREAS, the Copies of Certificate of Title issued by the attorney-at-law or advocate of the Developers, copies of the said Agreements showing the nature of the title of the Developers to the said property on which the buildings are to be constructed and the copies of the plans and specifications of the flat agreed to be purchased by the Purchaser to be approved by the concerned local authority have been inspected by the Purchaser.

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AND WHEREAS the Purchaser has become fully satisfied about the title of the Developers to the said property and the Purchaser shall not be entitled to the further investigation of the title of the Developers or to raise any requisition or to raise any objection with regards to any other matter relating thereto.

AND WHEREAS the said Developers with the intent to develop the said property by constructing building/s thereto have got the plans sanctioned from CIDCO and Commencement Certificate has been issued by the said Authority under No. CIDCO/BP/ATPO/637 dated 26<sup>th</sup> March 2607 permitting development of the said property.

authority and/or Govt. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and said building/s and upon the due observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS, the Developers accordingly are constructing a Building/s on the said property as described in the Second Schedule hereunder written.

AND WHEREAS, the Purchaser applied to the Developers for allotment to the Purchaser Flat No. 1103 in wing on Floor in the building known as "ROSEWOOD HEIGHTS" being constructed on the said property.

AND WHEREAS, the Developers have agreed to sell to the purchaser a Flat at the price and on the terms and condition hereinafter appearing

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers shall under normal conditions construct a building known as "ROSEWOOD HEIGHTS" on the said property more particularly described in the Schedule hereunder written in accordance with the plans, designs, specifications approved and/or to be approved by the Competent Authority from time to time which have been seen and approved by the

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hoarding or advertisements etc., and for such other purposes as the Developers may deem fit.

Aforesaid conditions are of the essence of this Agreement and only upon the Purchaser agreeing to the said conditions, the Developers have agreed to sell the said flat to the Purchaser.

2. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Fla No. 1103 in Hand wing admeasuring 797 sq. ft. of Carpe
area on the floor of the proposed building known as
"ROSEWOOD HEIGHTS" (hereinafter referred to as the premises) for the total price of Rs. 72,13,175 -/- including the proportionate price of
the common area and facilities appurtenant to the Flat.

The Purchaser hereby agrees to pay the Developers the said amount of purchase price of Rs. 72,13,175 - 1- (Rupees Seventy Gwo Lae Ghreen trommed Ou hulund Seventy fore Outre) in the following manner:

1.	Rs_	5,00,000 -
	Rs_	23,85270/
		211 225
3.	Rs_	216395 -
	Rs_	216,395_
4.	113_	1
5.	Rs	216,395
	Rs .	0 + 005
	Rs	11000
8.	Rs	216,395
	Do	011385

on Booking as Earnest Money Deposit

to be paid on or before completion of work up to plinth level.

to be paid d on or before completion of work up to 1<sup>st</sup> slab.

to be paid on or before completion of work up to  $2^{nd}$  slab.

to be paid on or before completion of work up to 3<sup>rd</sup> slab.

to be paid on or before completion of work up to 4<sup>th</sup> slab.

to be paid on or before completion of work up to 5<sup>th</sup> slab.

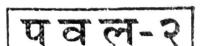
to be paid on or before completion of work upto 6<sup>th</sup> slab.

to be paid on or before completion of work upto 7<sup>th</sup> slab.

Adhi

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10. Rs_	216,395 -
11. Rs	216,395/
12. Rs	216,395/-
13.Rs_	2,16,385 -
14. Rs	216,395/-
15. Rs	216,395/-
16. Rs	216,395
17. Rs	216,395/-
18. Rs	2,16,3951-
19. Rs	216,395 -
20. Rs	216,395/-
21. Rs	
22. Rs	144,265 -
23. Rs	144,265/-

to be paid on or before completion of work upto 8<sup>th</sup> slab.

to be paid on or before completion of work upto 9<sup>th</sup> slab.

to be paid on or before completion of work upto 10<sup>th</sup> slab.

to be paid on or before completion of work upto 11<sup>th</sup> slab.

to be paid on or before completion of work upto 12<sup>th</sup> slab.

to be paid on or before completion of work upto 13<sup>th</sup> slab.

to be paid on or before completion of work upto 14<sup>th</sup> slab.

to be paid on or before completion of work upto 15<sup>th</sup> slab.

to be paid on or before completion of work upto 16<sup>th</sup> slab.

to be paid on or before completion of work upto 17<sup>th</sup> Slab.

to be paid on or before completion of bricks.

to be paid on or before completion of plastering.

to be paid on or before completion of flooring.

to be paid on or before possession.

In case, if due to reasons of force majeure, or due to any other reasons, there is any increase/rise in the price of steel, cement and other building materials before the completion of the building, the Developer shall be entitled to receive escalation/increase in the price of flat. This amount of escalation shall be paid by the Purchaser to the Developer within seven days of the demand made by the Developer.

- 3. Above purchase price does not include the following charges:
  - a. Stamp Duty, Registration and other charges payable to the concerned authorities.

interest on the amount so refunded and upon termination of this Agreement, pending refund of the amount as aforesaid, the Developers shall be at liberty to dispose off any sell the said premises to such person and at such price as the Developers may in their absolute discretion think fit and only after the sale of the said flat and realisation of the amount from the sale of the said flat, the amount shall be refunded to the Purchaser, after making deduction as aforesaid.

Provided that the Developers shall be at liberty but not bound to waive any default or delay on the part of the purchaser in payment of any amount if the Purchaser makes the said defaulted or delayed payment together with compensation or damages calculated at the rate of 24 % per annum such amount, remaining unpaid.

8. The Developers agree that the possession of the said premises shall be delivered to the Purchaser after the completion of the project March – 2011 The Developers shall not incur any liability if they are unable to deliver possession of the premises by the date of aforesaid, if the completion of the building is delayed by reasons of non-availability of steel or cement of such other building materials or by reason of war, civil commotion or any act of God or if non-delivery of possession is a result of any notice, order, rules notification of the Government Court of law and/or other public authority or for non-availability of water and/or electric connection from the concerned authorities or non payment of the amounts by the Purchasers on due dates and as per Schedule of payment or for any reasons unforeseen or beyond the control of the Developers.

On getting Part Occupancy/Occupancy Certificate from the concerned authority the Developers shall be at liberty to hand over possession of the said flat to the Purchaser/s, even though permanent Electric and Water connection are not sanctioned by the respective authorities. The Purchasers shall not be entitled to make any claim/demand of the Developers for the delay in getting the permanent Electric and Water connections on the Developers offering possession of the Flat to the Purchasers, the Purchasers shall be liable to bear and pay their proportionate share in the use/consumption of electricity and water if supplied through temporary connection.

- 9. Provided that the Developers shall be entitled to reasonable extension of time for given delivery of said premises by the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of:
- i. Non-availability of steel, cement, other building material, Water or Electric Connection.
- ii. War, Civil, Commotion, Strike, labour dispute or act of God and/or any other natural calamity and other cause beyond the control of the Developers.
- iii. Any notice, order, rule notification of the government and/or other public or Competent Authority.
- iv. Non payment of the amounts by the Purchasers on due dates and as per Schedule of payment.
- v. Non-availability of water connection, Électricity connection from CIDCO/MSEB.
- 10. The Developers shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to CIDCO/NMMC or any other local authority concerned causing delay in giving/supplying permanent water connection or such other services connections necessary for using/occupying the said premises.
- 11 The Purchaser shall take possession of the said premises within seven days of the Developers giving written notice to the purchaser intimating that the said premises is/are ready for use and occupation.
- 12. It is hereby agreed and understood by the Purchaser/s that he/she/they shall use the said flat for the purpose of residence only. The Purchaser shall use the stilt or open car spacing only for the purpose for keeping or parking the Purchaser/s own vehicle. The purchaser has been allotted as and the right to use open terrace attached to the flat admeasuring \_\_\_\_\_\_ sq. ft as shown in the plan annexed herewith.



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That the Purchaser alongwith the other Purchasers of said premises 13 in the building/s shall join in forming and registering the society to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company or . Condominium of Apartments or other corporate body and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Developers within 10 days of the same being forwarded by the Developers to the Purchaser, so as to enable Developers to register the organization of the Purchasers, under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No Objection shall be taken by the Purchaser if any changes or modifications are made in the draft byelaws or the Memorandum and/or Articles or Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

The Purchaser hereby agrees that he/she shall be bound from time to time to sign all papers and documents and to do all other things as the Developers may require him/her to do from time to time safeguarding the interest of the Developers or other Purchasers of the said premises in the said building/s.

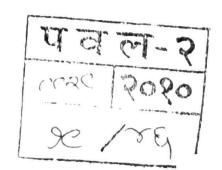
- 14. Until such time, the Purchasers form and register a Co-operative Society, the Purchasers will not transfer his right, title & interest in the said premises, without prior permission of the Developers. The Developers will permit transfer only on receipt of transfer fee to be decided by the Developers.
- 15. It is expressly agreed that Developers alone shall be entitled to any F.S.I. which may become available in respect of the said property and/or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the Union of India or the Corporation or any other public or private body or authority, as the case may be, and the Purchaser/s further confirm/s that the Developers shall be entitled to utilize the said F.S.I. by constructing additional Building or building or floor or floors or tenements or structures on the said plot and the said property as

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- f. Not to throw dirt, rubbish, garbage or other refuse or the permit the same to the thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.
- g. Pay to the Developers within 7 days of demand by the Developers, his share of security deposit demanded by concerned local authority or Covernment for glving water, electricity or any other service connection to the building in which the said premises is situated.
- h. To bear and pay increase 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 said premises by the Purchaser viz. use for any purpose/other than for residential purpose.
- i. The Purchaser shall no let, sub-let, transfer, assign or part with Purchaser interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Developers under this Agreement are duly 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 obtained prior consent in writing or Developers.
- j. The Purchaser shall observe and perform all the rules regulation which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the said premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoing in accordance with the terms of this Agreement
- Till the lease of building in which said premises is situated is executed the Purchaser shall permit the Developers and their surveyors and agents, with or without workmen and other at all reasonable times, to





#### जंबधित है | Holiday (U) ...

# SCHEDULE OF PROPERTY

All that piece or parcel of land bearing Plot No. 270 in Sector No 10 of Kharghar, Navi Mumbai, Taluka Panvel & District Raigad ontaining by admeasurement 8749.71 Sq.mtrs, or thereabouts within the Registration District Sub-District Vashi bounded as follows:-

On or towards North by : 15 meter wide road

On or towards South by : Plot No. 27

On or towards East by : 15 meter wide road

On or towards West by : Plot No. 254 & 269

SIGNED SEALED AND DELIVERED By the withinnamed "DEVELOPERS"

M/s. SAI PROPERTIES Through its Partner: SHRI ANIL H. THARWANI PAN NO.ABFFS4175A



in the presence of

1. Gope Lalwani 2.

SIGNED SEALED AND DELIVERED SHRI/SMT NIRANJAN KUNAR AGARWAL PAN NO. AFCDA 4383H

PAN NO. AFCPA4383H

AOBPA1753D

In the presence of:

1. Gope Lalwani 2. 2. Nisha Patil RECEIPT





RECEIVED of and from the withinnamed purchaser a sum of

Rs. 5,00,000 /-(Rupees For Lac Only -

only) being the

Earnest Money or Deposit as aforesaid by Cheque No. 915491

dated 09/08/2010.



WE SAY RECEIVED or M/s. SAI PROPERTIES

PARTNER

### TITLE CERTIFICATE

This is to certify that I have investigated the title of M/s SAI PROPERTIES a Partnership Firm having its Office No. 310 to 313, Persipolis Building, Plot No. 74, Sector-17, Vashi, Navi Mumbai, in respect of Plot No. 270 in Sector No. 10, Kharghar, Taluka Panvel and District Raigad

- 1. The City and Industrial Development Corporation of Maharashtra Company incorporation under the Companies Act, 1956 (Act No. 1 of 1956) and having its Registered office at Nirmal 2<sup>nd</sup> floor,, Nariman Point, Mumbal-400 021 (Hereinafter referred to as "the Corporation) is the New Town Development Authority declared for the area designated as site for the new town by the Government of Maharashtra in exercise of its power under sub-section (i) and (3-a) of Section 113 of the Maharashtra Regional and Town Planning Act 1966) (Maharashtra XXXVII of 1966)
- 2. The State Government is pursuant of Section 113 (A) of the said Act, acquired lands described therein and vested such lands in the Corporation for development and disposal thereof.
- By an Agreement to Lease dated 19.12.2006 executed by the City and Industrial Development Corporation of Maharashtra Ltd., therein and hereinafter referred to as "the Corporation" of the One Part in favour of (1) Shri Kanha Mahadu Patil (2) Shri. Sandesh Ramdas Patil (3) Shri. Mahendra Ramdas Patil (4) Shri. Dashrath Narayan Patil (5) Shri. Kisan Waman Patil (6) Shri. Jagdish Eknath Patil therein referred to as the Licensee of other Part, the Corporation, on receipt of full and final amount to lease premium, thereby agreed to lease to the said Licensee, of GES Plot No. 270 in Sector No. 10, Kharghar, Taluka Panvel, and District Raigad containing by admeasuring 8749.71 sq. mtrs. or thereabouts under Gaothan Expansion Scheme of 12.5 % (hereinafter for the sake of brevity referred to as "the said Property") more particularly described in the schedule written there under for residential use on 60 years lease and on the terms and conditions and at or for a lease premium as contained therein and the same was duly registered vide Registration Receipt No. 9702 Document Serial No. PVL-09646-2006 dated 20.12.2006.
  - 4. The Corporation, at the request of the Original Allottees that is (1) Shri. Kanha Mahadu Patil (2) Shri. Sandesh Ramdas Patil (3) Shri. Mahendra Ramdas Patil (4) Shri. Dashrath Narayan Patil (5) Shri. Kisan Waman Patil (6) Shri. Jagdish Eknath Patil transferred and assigned the

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Lease hold rights title interest in the said plot and benefits under the Lease Agreement dated 19<sup>th</sup> Decembers 2006 form the name of Original Allottees to the name of M/s Sai Properties Partnership firm through its partners 1) Tharwani (4) Shri. Tharwani (2) Shri. Anil H. Tharwani (3) Shri. Sunil H. 23 1.2007 duly registered vide Document Serial No. PVL3-00888-2007 dated 23.1.2007 and Final Letter No. CIDCO/EMS/Scheme/Kharghar 29/2007 dated 23.01.2007.

- 5. The CIDCO by its letter under reference no. CIDCO/BP/ATPO/637 dated 26.03.2007, granted its permission to develop the said plot, and to construct building/buildings thereon for residential use, subject to the terms and conditions as contained therein.
- 6. In pursuance of the said Tripartite Agreement and Permission granted by the Corporation, M/s SAI PROPERTIES are fully entitled to develop the said plot and to dispose of the units therein to the prospective Purchasers.

I have gone through all the documents of title to the said plot and it is hereby certify that the title of M/s SAI PROPERTIES in respect of said plot is clear and marketable.

### SCHEDULE OF PROPERTY

All that piece or parcel of land bearing Plot No. 270 in Sector No.10 of Kharghar, Navi Mumbai, Taluka Panvel & District Raigad containing by admeasurement 8749.71 Sq.mtrs. or thereabouts within the Registration District Sub-District Vashi bounded as follows:-

On or towards North by : 15 meter wide road

On or towards South by : Plot No. 27

On or towards East by : 15 meter wide road On or towards West by : Plot No. 254 & 269

Dated this 5th of April 2007

Adh

x Rem Againal

Sd/-C.FERNANDES Advocate → अवंधित है | Hollday to

CIDCO

# ITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

IGD. OFFICE :

RMAL\*, 2nd Floor, Nariman Point,

umbal - 400 021.

IONE: (Reception) 00-91-22-6650 0900

00-91-22-6650 0928

00-91-22-2202 2509 / 6650 0933

**HEAD OFFICE:** 

CIDCO Bhavan, CBD-Belapur,

Navi Mumbal - 400 614.

PHONE: 00-91-22-6791 8100

Date: 28/3/200

: 00-91-22-6791 8166

M. No.

CIDCO/BP/ATPO/

To.

M/s Sai Properties,

310 to 313, Persipolis Building, Plot No. 74,

Sector-17, Vashi.

NAVI MUMBAL

Sub:-Development permission for Residential Building on Plot no. 270, Sector -10 at Kharghar (12.5% scheme)

Ref:-1) Your architects application dated.01/02/2007

2) Transfer Order Issued by EO(I), vide letter dtd.23/01/2007

3) MSEDC approval for size & location of sub stn. dtd.13/03/2007

4) PSIDC NOC Issued by AEE(Elect.), dtd. 14/03/2007

5) Fire NOC Issued by Fire Officer, CIDCO, dtd. 22/03/2007

6) 100% IDC paid vide Challan No. EMS 1541 of A SO dtd.15/12/2006 (Rs. 87,49,590/-) and vide challan no. 108412, dtd. 21/03/2007 (Amount Rs. 120/-)

Sir,

Please refer to your application for development permission for Residential Building on Plot no.270, Sector -10 at Kharghar(12.5% scheme), Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the structures referred above.

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, Kharghar, CIDCO, prior to the commencement of the construction Work.

You will ensure that the building materials will not be stacked on the road during construction period.

Thanking you,

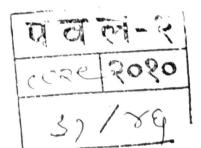
Yours faithfully,

(N.S. Swami) 26

ADDL.TOWN PLANNING OFFICER

Navi Mumbai & Khopta



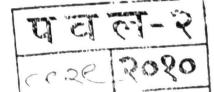


26/3/200

CORPORATION OF MAHARASHTRA LTD

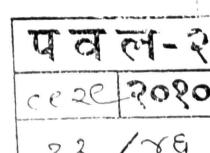
	COMMENCEMENT CERTIFICATE
	hereby granted under specion-45 of the Maharashtra Regional and Town 1966 (Maharashtra XXIVII) of 1966 to MIS Soi Properties
Unit/Plot No	270 Road No Sector 10 Node Kharghar of
Navi Mumba	i. As per the approved plans and subject to the following conditions for the
	work of the proposed Residential bldg (Stilt+16) Str
ith Podi	um on fixet floor: Total Res. BUA = 13,119.039 m
( Nos. of Re	sidential Units 232 Nos. of Commercial units)
1. This	Certificate is liable to be revoked by the Corporation if:-
l(a)	The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
1(b)	Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.

- The Managing Director is satisfied that the same is obtained by the applicant 1(c)
- through freud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Mahamahtra Regional and Town Planning Act-1966.
- The applicant shall:
  - Give a notice to the Corporation for completion of development work upto plinth 2(a)level, atleast 7 days before the commencement of the further work.
  - Give written notice to the Corporation regarding completion of the work. 2(6)
  - Obtain Occupancy Certificate from the Corporation. 2(c)
  - Permit authorised officers of the Corporation to enter the building or premises, 2(d)for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.
- The structural design, building materials, installations, electrical actallations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and for GDCRe - 1975 myforce,
- of performing the ODCRs 19 The Certificate shall remain valid for period of I year from the date of its issue, thereafter revalidation of the same MRTP Act 1966 and



- 5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and for every person deriving title through or under him.
- A certified copy of the approved plan shall be exhibited on site.
- 7. The amount of Rs. 4400 deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
- 8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high risc buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
- 9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
- 10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19th July,1994 for all buildings following additional conditions shall apply.
  - As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details:
  - a) Name and address of the owner/developer, Architect and Contractor.
  - b) Survey Number/City survey Number. Plot, Number/Sector & Noxle of Land under reference along with description of its boundaries.
  - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
  - d) Number of Residential flats/Commercial Units with areas.
  - e) Address where copies of detailed approved plans shall be available for inspection.
  - A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.





As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, 11. issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply:

The Owners /Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.

- As directed by the Urban Development Deptt. Government of Maharashtra, under 12. Section-154 of MR&TP Act-1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following additional condition of Rain Water Harvesting shall apply.
  - All the layout open spaces / amenities spaces of Housing Society and new a) construction / reconstruction / additions on plots having area not less than 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed.)
    - Provided that the authority may approve the Rain Water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.
  - The owner / society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage b) of water for non potable purposes or recharge of groundwater at all times.
  - The Authority may impose a levy, of not exceeding Rs. 100/- per annum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned C) in the (a) above to provide or to maintain Rain Water Harvesting structures as required under these byelaws.

ADDL. TOWN PLANNING OFFICER

Navi Mumbai & Khopta

C.C.TO: ARCHITECT

C.C. TO: Separately to :

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करून कवुलीजवाय दिला ाहे. सदर कु । मुखत्यारपत्र लिहुन देणार यांन	ा कुलमुखत्यारपत्र रह्
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े <del>राज्याताच्या वर्णाच्यो होता अभाग वर्णावः । वर्</del> गी करण्यात् भी पर्णाप्यो स	तम आहे. संदर्ध कथन
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# बांधीव शहरी क्षेत्र

सोमयार, सप्टैंबर ६, 2010

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गनला

11th to 20th Floor

भगा गान्सार गिळकतीचा प्रति बौ. गिटर म्लयदर

बाजार मुल्यदर + घसा-यानुसार नविन दः \* मजला निहाग घट/नाव

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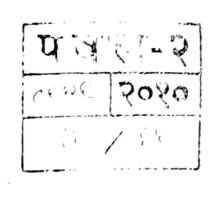
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दुय्यम निबंधक: सह दू.नि.पनवेल 2

दस्तक्रमांक व वर्ष: 8929/2010

सूची क्र. दोन INDEX NO. II

नॉदणी 63 म.

Regni 63 m.e

गावाचे नाव: खारघर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 7,213,175.00 बा.भा. रू. 3,225,500.00

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

(1) वर्णनः उपविभागाचे नाव - 20/10,सदनिका क्र. 1103,अकरावा मजला,हेजल विंग,"रोजैंवुड हाईट्स",प्लॉट २७०,सेक्टर १०,खारघर,ता.पनवेल,जि.रायगड.जी+१६,क्षेत्र ७९७ चौ.फुट कारपेट

(3)क्षेत्रफळ

(1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

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

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

(7) दिनांक

(8)

करून दिल्याची

नोंदणीचा

(९) अनुक्रमांक, खंड व पृष्ठ

(1) मे. साई ग्रॉपर्टीज तर्फ भागीदार अनिल एच थारवाणी यांचे तर्फ अख हिते - -; घर/फ्लॅट नं: -; गल्ली/रस्ताः -, ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः 310 ते 313,परसी पोलिस बिल्डींग,प्लॉट 74,से 17,वाशी; शहर/गाव -; तालुका: -; पिन: -; पॅन नम्बर: ABFFS 4175

(1) निरंजन कुमार अगरवाल - घर/फलॅंट नः े गल्ली/रस्ताः --; ईमारतीचे नावः -; ईमारत नः गंधर्व 702 से 40 सीवुड नेरुळ; पेठ/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः -; पॅन नम्बर: AFCPA4383H.

(2) रेणु अगरवाल - ; घर/फ्लंट नं; ; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नंः ॥; पेट/वसाहतः -; शहर/गावः -; तालुकाः -;पिनः - पूर्न नम्बरः AQBPA1753D.

06/09/2010 06/09/2010

8929 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

रू 415390.50

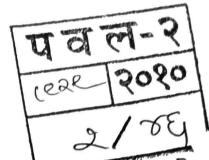
(11) बाजारभावाप्रमाणे नोंदणी

रू 30000.00

(12) शेरा







NAVI MUMBAI

180

ARTICLES OF AGREEMENT made and entered into at New Panvel this BETWEEN M/s. SAI day of SEP. 2010 PROPERTIES, a Partnership firm having its office No. 310 to 313, Persipolis Building, Piot hereinafter referred to as "DEVELOPERS (maintenance) to the context or meaning thereof shall deem include the Partner or Partners for the time being of the said firm them include the Partner or Partners for the time being of the said firm them survivor or survivors and the heirs, executors and administrators and survivor of such last survivor) of the ONE PART Persipolis Building, Plot No. 74, Sector-17, Vashi, Navi Mumbai, hereinafter referred to as "DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and

MYS/SHRI/SMT/KUMSN/	NIRANGAN I. RENU AG	KUMAR	AGAKWA
having address	Gandarva, F.	Seawood,	02, <b>Z</b>

NERUL.

hereinafter referred to as the "PURCHASER" (which expression spall unless it be repugnant to the context or meaning thereof shall deem to and include his/her/their respective legal heirs, administrators and permitted assigns) of the OTHER PART. UI-PB5507 MAHARASHTRA



### DEMAND & PROGRESS REPORT

Mr. Niranjan Kumar Agarwal Mrs. Renu Agarwal Mrs. Relu Agarwal Gandarva, Flat No 702, Sector – 40, Seawood, Nerul, Navi Mumbai.

## Ref: Agreement dated 06.09.2010(Flat No. Hazel - 1103)

Dear Sir,

This is for your information that the below mentioned work of the proposed building known as "ROSEWOOD HEIGHTS" has been completed and payment schedule is as under:-

5,00,000/- on Booking as Earnest Money Deposit to be paid on or before completion of work upto plinth level. Rs. 23,85,270/to be paid on or before completion of work upto 1st Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 2nd Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 3<sup>rd</sup> Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 4th Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 5th Slab. 2,16,395/to be paid on or before completion of work upto 6th Slab. Rs. 2,16,395/to be paid on or before completion of work upto 7th Slab. Rs. 2,16,395/to be paid on or before completion of work upto 8th Slab. Rs. 2,16,395/to be paid on or before completion of work upto 9th Slab. Rs. 2,16,395/to be paid on or before completion of work upto 10th Slab. Rs. 2.16,395/to be paid on or before completion of work upto 11th Slab. Rs. 2,16,395/to be paid on or before completion of work upto 12th Slab. Rs. 2,16,395/to be paid on or before completion of work upto 13th Slab. Rs. to be paid on or before completion of work upto 14th Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 15th Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 16th Slab. 2,16,395/-Rs. to be paid on or before completion of work upto 17th Slab. 2,16,395/-Rs. to be paid on or before completion of Brick Work. 2,16,395/-Rs. to be paid on or before completion of Plastering. 2,16,395/-Rs. to be paid on or before completion of Flooring Work. 1,44,265/-Rs. Total: Rs. 70,68,910/- to be paid However the following payments have been made so far:



