

SB

529/1439

Monday, February 22, 2016

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पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 1459 दिनांक: 22/02/2016

गावाचे नाव: उलवे
दस्तावेजाचा अनुक्रमांक: पवेल5-1439-2016
दस्तावेजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: मागर लक्ष्मण भोगटे - -

नोंदणी फी

₹ 30000.00

दस्त हाताळणी फी

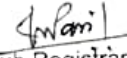
₹. 840.00

पुस्त्यांची संख्या: 42

एकूण:

₹. 30840.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूर्ची-२ अंदाजे
1:45 PM ह्या वेळेस मिळेल.

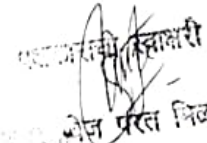

Sub Registrar Panvel 5

वाजार मूल्य: ₹.4885000/-

मोबदला: ₹.4975000/-

भरलेले मुद्रांक शुल्क: ₹. 248800/-

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007481564201516R दिनांक: 22/02/2016
बँकेचे नाव व पत्ता: IDBI
- 2) देयकाचा प्रकार: By Cash रकम: ₹. 840/-


Sub Registrar Panvel 5
सहायक नोंदणी अधिकारी, पवेल-५ (वर्ग-२)

IDBI BANK

CHALLAN

MTR Form Number - 6

GRN NUMBER	MH007481784201516R	BARCODE	Form ID :	Date: 22-02-2016						
Department	IGR		Payee Details							
Receipt Type	RE		Dept. ID (If Any)							
Office Name	IGR547-PNL4_PANVEL NO 4 SUB REGISTRAR	Location	PAN No. (If Applicable)	PAN-AGTPB0944M						
Year	Period: From : 22/02/2016 To : 31/03/2009		Full Name sagar laxman bhogte and other							
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg								
0030046401-75	50.00	flat no 308 3 rd floor c wing siddhivinayak								
0030063301-70	0.00	Road/Street, Area /Locality								
	0.00	Town/ City/ District								
	0.00	platinum plot no 142 sec 23 ulwe panvel Maharashtra								
	0.00	PIN								
	0.00	4 1 0 2 0 6								
	0.00	Remarks (If Any) :								
	0.00	<table border="1"> <tr> <td colspan="2">प व ल - ५</td> </tr> <tr> <td>१०३६</td> <td>२०२५</td> </tr> <tr> <td colspan="2">१ / २२</td> </tr> </table>			प व ल - ५		१०३६	२०२५	१ / २२	
प व ल - ५										
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	0.00									
	0.00									
	0.00									
	0.00									
Total	50.00	Amount in words	Rupees Fifty Only / २२							
Payment Details: IDBI NetBanking Payment ID : 83452690		FOR USE IN RECEIVING BANK								
Cheque- DD Details:		Bank CIN No : 69103332016022250420								
Cheque- DD No.		Date	22-02-2016							
Name of Bank	IDBI BANK	Bank-Branch								
Name of Branch		Scroll No.								

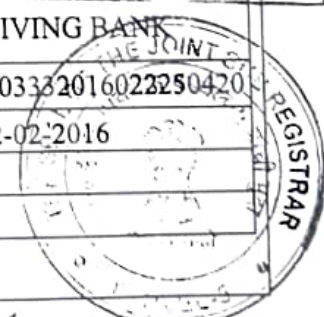
Agreement for Sale

22/2/2016

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ment Successful. Your Payment Confirmation Number is 69769085



CHALLAN

MTR Form Number - 6

GRN NUMBER	MH007481564201516R	BARCODE	Form ID :	Date: 22-02-2016
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR547-PNL4_PANVEL NO 4 SUB REGISTRAR	Location	PAN No. (If Applicable) PAN-AGTPB0944M	
Year	Period: From : 22/02/2016 To : 31/03/2099		Full Name SAGAR LAXMAN BHOGTE AND OTHER	
Object	Amount in Rs.		Flat/Block No, Premises/ Bldg	
0030046401-75	248750.00		FLAT NO 308 3RD FLOOR C WING	
0030063301-70	30000.00		Road/Street, Area /Locality SIDDHIVINAYAK PLATINUM	
	0.00		Town/ City PLOT NO 142 SEC 23	
	0.00		District ULWE PANVEL	
	0.00		Maharashtra	
	0.00		PIN 4 1 0 2 0 6	
	0.00		Remarks (If Any) :	
	0.00		<div data-bbox="960 1060 1270 1333" data-label="Text"> <p>पवल-५ १४३९ २०१६</p> </div>	
	0.00			
Total	278750.00		Amount in words Rupees Two Lakhs Seventy Eight Thousand / Seven Hundred Fifty Only	
Payment Details: IDBI NetBanking Payment ID : 83452326			FOR USE IN RECEIVING BANK	
Cheque- DD Details:			Bank CIN No : 6910332016022250413	
Cheque- DD No.			Date 22-02-2016	
Name of Bank		IDBI BANK	Bank-Branch	
Name of Branch			Scroll No.	

Agreement for Sale

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22/2/2016

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AGREEMENT FOR SALE

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THIS ARTICLE OF AGREEMENT is made at Panvel on this १२ day of **FEBRUARY, 2016**, between **M/S. V. M. DEVELOPERS, a Proprietary Concern**, through its Proprietor **SHRI RAM VASDEV BATHIJA**, having his office at 2nd Floor, Barar House, A. R. Street, Mumbai-400 003, hereinafter referred to as "**THE BUILDER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors and administrators) OF THE ONE PART and;

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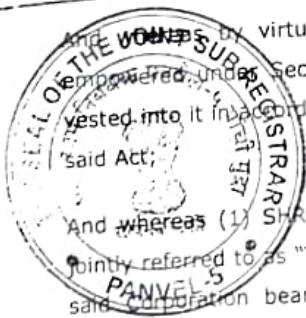
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MR.SAGAR LAXMAN BHOGTE [P.A.N-AGTPB0944M] aged 42 years; **MRS.LATA SAGAR BHOGTE [P.A.N-AHKPB5535G]** aged 44 years, Adult, Indian Inhabitant, residing at-512, PRABHAVINAYAK CO-OP HOUSING SOCIETY, NEW PRABHADEVI ROAD, PRABHADEVI, MUMBAI-25. hereinafter called "THE PURCHASER(S)" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

Whereas THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

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And whereas the State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act;



And whereas by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;

And whereas (1) SHRI DILIP GOPAL NAIK & (2) SHRI PRITAM GOPAL NAIK, hereinafter jointly referred to as "THE ORIGINAL LICENSEES" had been allotted the Plot of Land by the said Corporation bearing Plot number 142 under erstwhile 12.5% Gaothan Expansion Scheme of CIDCO LTD. in Sector No.-23, Village-Ulwe, Tal.-Panvel, Dist.-Raigad, admeasuring 2649.93 Sq. Mts. or thereabouts and more particularly described in the First Schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY") on the terms and conditions including the conditions of lease of the said Property as set out therein;

And whereas the Original Licensees paid to the Corporation a sum of Rs.33,125/- (Rupees Thirty Three Thousand One Hundred & Twenty Five Only) as and by way of full and final payment of Lease Premium and entered into an Agreement to Lease dated 17/12/2009 and after construction of building(s) on the said Plot of land, Corporation shall execute the Lease Deed in favour of the Licensees granting the lease of the said Plot to the Licensees for a period of 60 (Sixty) years from the date of Agreement to Lease. The said Agreement to Lease is duly registered before the Sub-Registrar of Assurances at Panvel-3 under its Sr. No.-9007, Doc. No.-PANVEL3-08801-2009 on 17/12/2009;

(Handwritten signatures)

And whereas
the Corporation
M/S. V
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a

And whereas by virtue of a Tripartite Agreement dated 28/01/2010 entered into between the Corporation, of the One Part and the said Original Licensees of the Second Part and M/S. V. M. DEVELOPERS, a Proprietary Concern, through its Proprietor SHRI RAM VASDEV BHATIA, therein referred to as "THE NEW LICENSEE" of the Third Part, the Corporation has agreed to grant to the New Licensee a lease of the aforesaid Plot on the terms and conditions specified therein, and whereas the terms and conditions of the said Agreement was complied with by the New Licensee, the said Plot was leased and assigned in favour of the New Licensee M/S. V. M. DEVELOPERS and CIDCO vide its letter dated 4/2/2010, has transferred the said Plot in favour of the New Licensee, the Builder herein. The said Tripartite Agreement is duly registered before the Sub Registrar of Assurances at Panvel-2 under its Sr. No.-954, Doc. No.-Uran-00912 -2010 on 28/01/2010;

And whereas by virtue of the aforesaid Agreement to Lease and Tripartite Agreement, the Builder is absolutely seized and possessed of and well and sufficiently entitled to the said plot of land;

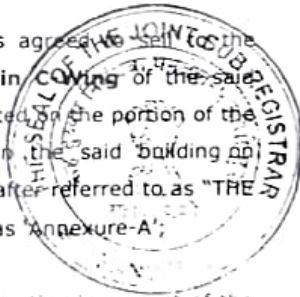
And whereas by virtue of the aforesaid Agreements, the Builder has sole and exclusive right to alienate, sell and/or dispose off the Flats, Shops and other units in the proposed building(s) to be constructed on the said plot of land and to enter into Agreement(s) with the Purchaser(s) of the said flats, shops and other units therein and receive the sale price in respect thereof;

And whereas the Builder proposes to construct the residential building(s) as per the plans sanctioned and the development permission granted by the Corporation including such additions, modifications, revisions, alterations therein if any from time to time as may be approved by the Planning Authorities;

And whereas the Builder expressed his intention to dispose off the Flats, Shops and other Units in the proposed new building to be known as 'SIDDHIVINAYAK PLATINUM' on OWNERSHIP BASIS to the prospective buyers;

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And whereas at the request of the Purchaser(s) the Builder has agreed to sell to the Purchaser(s) the Flat bearing number 308 on the 3rd Floor in the building known as "SIDDHIVINAYAK PLATINUM" being constructed on the portion of the said land having approximate Built-up area 81.55 Sq.Mts. in the said building on Ownership Basis as agreed to by and between them which is hereinafter referred to as "THE SAID PREMISES" as per the Floor Plan annexed hereto and marked as Annexure-A;



And whereas the Purchaser(s) has/have agreed to pay price/consideration in respect of the said Flat in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said building;

And whereas this Agreement is made in accordance with the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sales, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein;

(Handwritten signatures of the parties involved in the agreement)

And whereas by executing this Agreement the Purchaser(s) has/have accorded his/her/their consent as required under the Maharashtra Ownership Flats (Regulation of Promotion of construction, Sale, Management and Transfer) Act, 1963, whereby the Builder will be entitled to make such alterations in the structures in respect of the said Premises agreed to be purchased/acquired by the Purchaser(s) and/or the building as may be necessary and expedient in the opinion of their Architect/Engineer; the Builder has given inspection to the Purchaser(s) of the Agreement to Lease dated 17/12/2009, the Tripartite Agreement dated 28/01/2010 and the plan sanctioned and **Commencement Certificate bearing reference number CIDCO/ATPO/1298, dated 17/09/2010**, issued by the Corporation, designs and specifications, letters, documents and all other papers as required under the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed there under;

And whereas the Builder shall carry out the construction activity on his own account not for and on behalf of or as agent of the Flat Purchaser(s) and the conveyance of land under construction in favour of the housing society, limited company and/or common organization shall take place only after the building is ready for occupation and the transfer of interest in the flat under construction shall take effect only after the building is ready for occupation.

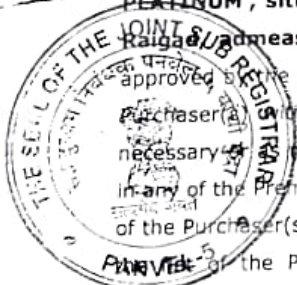
This Indenture witnessed and it is hereby agreed by and between the Parties hereto as follows:

The Builder shall under normal conditions construct buildings consisting of A, B, C, & D wing of Ground and 7 (Seven) upper floors to be known as '**SIDDHIVINAYAK PLATINUM**', situated at Plot No-142, Sector No-23, Village-Ulwe, Tal-Panvel, Dist-Raigad measuring 2649.93 Sq. Mts. as per the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser(s) in only such variations and modifications as the Builder may consider necessary and may be required by the concerned local authority/Government to be made in any of the Premises. Provided that the Builder shall have to obtain prior consent in writing of the Purchaser(s) in respect of such variations or modifications which may adversely affect the Purchaser(s). The Purchaser(s) has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Builder to the said Plot and no requisition or objection shall be raised upon the Builder in any matter relating thereto.

2) The Purchaser(s) hereby agree(s) to acquire the said **Flat bearing Number 308 on the 3rd Floor in C-Wing** of the said building known as "**SIDDHIVINAYAK PLATINUM**" admeasuring **Built-up Area 81.55 Sq. Mts.** as shown on the plan (hereinafter called "THE SAID PREMISES") for the lump sum price of **Rs.49,75,000/- (RUPEES - FORTY NINE LAKHS SEVENTY FIVE THOUSAND ONLY)**

3) The Purchaser(s) agree(s) to pay to the Builder the purchase price of **Rs.49,75,000/- (RUPEES - FORTY NINE LAKHS SEVENTY FIVE THOUSAND ONLY)** as per the Payment Schedule set out in the Third Schedule hereunder written. If the Purchaser(s) commit default in payment of any of the installments aforesaid on their

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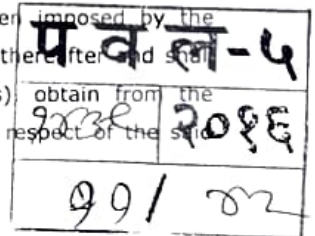
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respective due dates (time being essence of the contract), the Builder shall be at liberty to terminate this Agreement. On the Builder terminating this Agreement under this clause, they shall be at liberty to sell the said Premises to any other person as the Builder may deem fit at such price as the Builder may determine and the Purchaser(s) shall not be entitled to question such sale or to claim any amount whatsoever from the Builder. The amount received till the date of termination of the Agreement will be refunded to the Purchaser(s) after deducting 20% (Twenty Percent) of the total Agreement value of the Premises and the total interest payable due to delayed payments of the previous installments till the date of cancellation by the Builder to the Purchaser(s) only after the Builder has disposed off/sold the said premises to any other Purchaser(s).

4) The Builder shall in respect of any amount unpaid by the Purchaser(s) under this Agreement have a first lien and/or charge on the said Premises agreed to be acquired by the Purchaser(s).

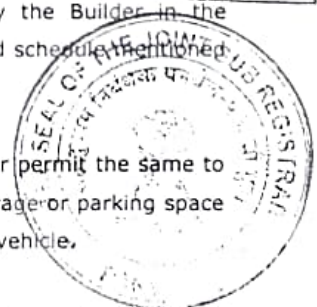
5) Any delay or indulgence by the Builder in enforcing the terms of this Agreement or forbearance on his part or giving extensions of time by the Builder to the Purchaser(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Builder of any breach of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Builder. Without prejudice to the Builder rights under this Agreement and/or in law, the Purchaser(s) shall be liable to pay delay payments charges at the rate of 24% (Twenty Four Percent) per annum on all amounts due and payable by the Purchaser(s) under this Agreement (if such amount remains unpaid for 10 (Ten) days after its due date/demand.)

6) The Builder hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser(s) obtain from the concerned local authority occupation and/or completion certificates in respect of the said flat.



7) The fixture, fittings and amenities to be provided by the Builder in the premises and the said building are those that are set out in the second schedule mentioned hereunder.

8) The Purchaser(s) shall use the flat or any part thereof or permit the same to be used for the purpose of the residence he/she/they shall use the garage or parking space only for the purpose of for keeping or parking the flat purchaser's own vehicle.



9) The Purchaser(s) along with other Purchaser(s) of flats in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Builder may decide for this purpose from time to time, to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a

member, including the bye-laws of the proposed society and duly fill in, sign and return to the Builder within 30 (Thirty) days of the same being forwarded by the Builder to the Purchaser(s), so as to enable the Builder to register the organization of the flat Purchaser(s) under section 10 of the said Act within the time limit prescribed by rule 6 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser(s) if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of 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.

10) Unless it is otherwise agreed to by and between the parties hereto that the Builder shall within 4 (Four) months of registration of the society or limited company, as aforesaid cause to be transferred to the Society or limited company all the right, title, and the interest of the Builder and/or the Lessor in all the parts of the said land together with the building by obtaining or executing the necessary conveyance and or assignment of lease of the said land and the said building in favour of such Society or Limited Company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provision of this agreement.

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11) In case the Builder is acting as an agent of the Lessor of the said land then, the Builder hereby agreed that he shall, before handing over possession of the flat/shop to the Purchaser(s) and in any event before execution of a conveyance/ assignment of lease of the said land in favour of a corporate body to be formed of the Purchaser(s) of the Flats/shops and the building to be constructed on the said land make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any including any right, title, interest or claim or any part in or over the said land and shall as far as practicable ensure that the said land is free from all encumbrances and that the Builder has absolute, clear and marketable title to the said land so as to enable them to convey to the said Society/limited Company such absolute, clear and marketable title on the execution of conveyance/assignment of lease of the said land by the Builder in favour of the said Society/ Limited Company.



12) The above purchase price does **INCLUDE** the following charges:

- Water connection charges, electricity connection charges, infrastructure development charges and drainage charges.
- Electric cable lying charges.
- Land and development building charges.
- Legal charges for documentation.
- Transfer fees to CIDCO Ltd.
- Water Resource Development Charges.
- Service charges of electric connection/electric sub-station, water connection deposit and meter charges, development charges and any other charges of deposits payable to any authority concerned.

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The above purchase price does **NOT INCLUDE** the following charges:

- a) Stamp duty, registration and other charges payable to the concerned authorities.
- b) Service Tax, VAT, any other taxes, cesses that shall be levied or become leviable by CIDCO or any other Government Authorities and also such other charges, escalations imposed by CIDCO or any other Government Authorities
- c) VAT as applicable.

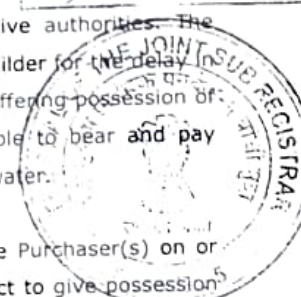
13) The Builder shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.

14) The Purchaser(s) is/are aware and the Purchaser(s) expressly agree(s) that the parking spaces in the compound of the said Building(s) and under the stilts in the compound shall belong to and be at the complete disposal of the Builder who shall be entitled to allot the same. Only such of the Purchaser(s) of Flats in the same Building as shall have separately agreed to purchase a parking space shall be entitled to have exclusive use of such parking space so agreed to be allotted to him/her/them and the Purchaser(s) in the said Building(s) who shall not have agreed to purchase parking space separately from the Builder will not be entitled to have any use of the parking space. The Builder shall be entitled to allot the parking spaces to the Purchaser(s) of the said Premises at such price and to such persons, as the Builder may in his absolute discretion determine and the Purchaser(s) herein shall not be entitled to raise any objection to the same.

15) On getting the Occupancy Certificate, the Builder shall be at liberty to handover possession of the said Premises to the Purchaser(s) even though permanent electricity and water connections are not sanctioned by the respective authorities. The Purchaser(s) shall not be entitled to make any claim/demand on the Builder for the delay in getting the permanent electric and water connections. On the Builder offering possession of the said Premises to the Purchaser(s), the Purchaser(s) shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water.

16) The Builder shall give possession of the premises to the Purchaser(s) on or before **August 2016 [Plus Six Months]**. If the Builder fails or neglect to give possession of the flat to the Purchaser(s) on account of reasons beyond its control and of its agents as per the provisions of section 8 of the Maharashtra Ownership Flat Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Builder shall be liable on demand to refund to the Purchaser(s) the amounts already received by them in respect of the flat with simple interest at the rate of 9% (Nine percent) per annum from the date the Builder received the sum till the date the amounts and interest thereon is repaid. Provided that by mutual consent it is agreed that the dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the competent authority

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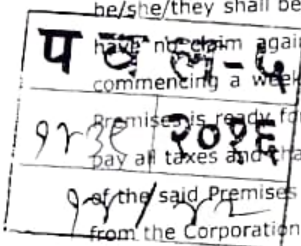
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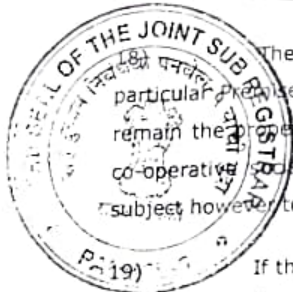
who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builder to the Purchaser(s) he shall subject to prior encumbrance if any be a charge on the said land as well as the construction of building in which the flats are situated or were to be situated, Provided that the Builder shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, of the completion of building in which the flat is to be situated is delayed on account of:-

- i) Non-availability of steel or cement or such other materials
- ii) War, civil commotion or any act of God
- iii) Any notice, order, rules, notification of the Government, Court of Law and/or any other public authority or for non-availability of water and/or electricity connection from the concerned authorities or for any reasons unforeseen or beyond the control of the Builder or due to force majeure.

17) On possession of the said Premises being delivered to the Purchaser(s) he/she/they shall be entitled to the occupation of the said Premises. The Purchaser(s) shall



have no claim against the Builder in respect of any items of work in the said Premises commencing a week after notice is given by the Builder to the Purchaser(s) that the said Premises is ready for use and occupation. The Purchaser(s) shall then be liable to bear and pay all taxes and charges for electricity and other services and out goings payable in respect of the said Premises from the date from which the Builder obtain the Occupancy Certificate from the Corporation.



The Purchaser(s) shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Builder until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as the Builder may impose.

If there is any increase in F.S.I. or any other benefits then such benefits shall go to the Builder. The Purchaser(s) or the member(s) of the proposed co-operative society, limited company or legal body shall not raise any objections to the Builder utilizing such increased FSI and/or using/appropriating such benefits.

20) The Purchaser(s) agree(s) and bind(s)himself/herself/themselves to pay regularly every month by the 5th (Fifth) of each month to the Builder until the Lease or the transfer of the property is executed in favour of the co-operative society or limited company or other legal body as the case may be the proportionate share that may be decided by the Builder or co-operative society or limited company or legal body as the case may be in the following outgoing:

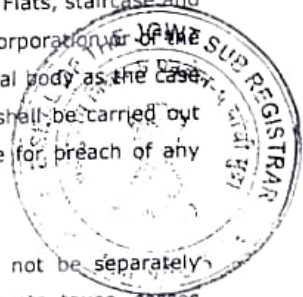
- a) Insurance Premium.
- b) All Municipal assessment bills and taxes and outgoing that may from time to time be levied against the said Plots and/or building, water taxes and other charges.

- c) Outgoings for the maintenance and management of the Building, common light and other outgoings and collection charges incurred in connection with the said Plot.
- d) The Purchaser(s) shall initially deposit with the Builder before taking possession of the said Premises a sum of **RS.37,620/- (RUPEES-THIRTY SEVEN THOUSAND SIX HUNDRED TWENTY ONLY.)** towards the aforesaid expenses for a period of 18 (Eighteen) months in advance. The said sum shall not carry interest and will remain with the Builder until the transfer/lease is executed in favour of a co-operative society, limited company or legal body as aforesaid and on such transfer/lease being executed, the balance of the amount of deposit shall be paid over to the co-operative society, the limited company or legal body as the case may be. The Purchaser(s) shall also keep deposited with the Builder at the time of taking possession a sum of Rs.600/- (Rupees Six Hundred Only) as the share money and membership fee.
- e) It is agreed that in the event the Corporation levies any additional charges or cesses over and above the lease premium from the Builder by way of Deposits, Water Resources Development Charges and/or Land and Building Development Charges, Transfer Charges, Infrastructure Development Charges etc., the Purchaser(s) shall pay the proportionate of such charges, cesses, deposits etc. as may be demanded by the Builder from time to time.

21) The Builder shall maintain separate account in respect of the sums received from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the out goings and shall utilise the amounts only for the purpose for which they have been received.

22) It is agreed that if one or more of such Flats are not taken/purchased or occupied by any person other than the Builder at the time the Building is ready for part occupation/occupations, the Builder will be deemed to be the Owners thereof until such Flats are agreed to be sold by the Builder. The Purchaser(s) shall from date of possession maintain the said Flats at his/her/their own cost in a good and tenable condition and shall not do or suffer to be done anything to the said building or the said Flats, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Builder or the co-operative society or limited company or such other legal body as the case may be. No structural/architectural alteration/modification or changes shall be carried out by the Purchaser(s) to the Flats. The Purchaser(s) shall be responsible for breach of any rules and regulations as aforesaid.

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23) So long as each Purchaser(s) in the said building shall not be separately assessed, the Purchaser(s) shall pay proportionate part of the assessments, taxes, cesses etc. in respect of the co-operative society or limited company or a legal body as the case may be whose decision shall be final and binding upon the Purchaser(s).

24) The Purchaser(s) shall not at any time demolish or cause to be demolished the said Premises or any part thereof agreed to be taken by him/her/them nor shall he/she/they at any time make or cause to be made any additions and/or alterations of whatsoever nature to the said Premises. The Purchaser(s) shall not permit the closing of

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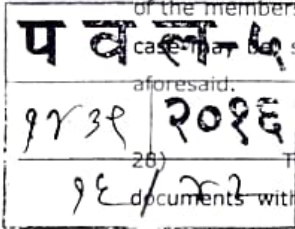
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verandah or lounges or balconies or terrace or make any alteration in the elevation and outside colour scheme of the Flat to be acquired by him/her/ them.

25) The Purchaser(s) shall not store in the said Premises any goods of hazardous or combustible nature or which tend to effect the construction or the structure of the said building or cause damage to the occupants of the building.

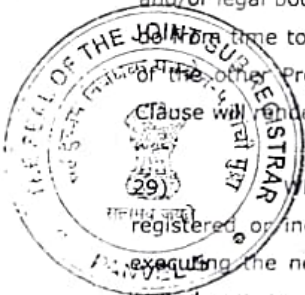
26) The said building shall always be known as '**SIDDHIVINAYAK PLATINUM**'. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances.

27) On the completion of the said building and on receipt by the Builder of the full payments of all the amounts due and payable to him by all the Purchaser(s) in the said Building, the Builder shall co-operate with the Purchaser(s) in forming, registering or incorporating a co-operative society or limited company or other legal body. The rights of the members of the co-operative society or limited company or other legal body, as the case may be, shall be, subject to the rights of the Builder under the said Agreements as aforesaid.



28) The Purchaser(s) shall be bound from time to time to sign all papers and documents with regard to the formation of the co-operative society or limited company and/or legal body and to do all the other things as the Builder may require him/her/them to

do from time to time for safeguarding the interest of the Builder and of other Purchaser(s) of the other Premises in the said building. Failure to comply with the provisions of this Clause will render this Agreement ipso facto null and void.



29) When the co-operative society or a limited company and/or legal body is registered or incorporated and all the dues paid in full, the Builder shall co-operate in executing the necessary Assignments/Transfers in favour of such co-operative society, limited company or legal body. The stamp duty, registration fee and legal charges shall be borne and paid by the Purchaser(s) proportionately.

30) Provided it does not in any way effect or prejudice the rights of the said Premises, the Builder shall be at liberty to sell, assign, transfer or otherwise deal with his rights and interest in the said Plot and in the building to be constructed thereon.

31) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment of the said Plot or any part thereof or of the said building thereon or any part thereof.

32) The Purchaser(s) shall not let, sub-let, transfer or assign or part with possession of the said Flats without the consent in writing of the Builder until all the dues payable by him/her/them to the Builder under this Agreement are fully paid. The Purchaser(s) and the persons to whom the said premises is let, sub-let, transferred, assigned or given possession of shall from time to time sign all papers and documents, applications and do all acts, deeds and things as the Builder and/or the co-operative society

or limited company and/or legal body as the case may require for safeguarding the interest of the Builder and/or the other Purchaser(s) in the said buildings.

33) The Purchaser(s) and the person to whom the said Premises is let, Sub-let, transferred, assigned or given possession of, shall observe and perform all the Bye-laws, rules and regulations which the co-operative society or limited company at the time of registration may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and all the additions, alterations or amendments thereof for protection and maintenance of the said building and the said Premises and all the rules and regulations and the bye-laws for the time being of the Corporation or local authority or Government or other public bodies. The Purchaser(s) and the persons to whom the said Premises is let, sub-let, transferred, assigned or given possession of shall observe and perform and stipulate conditions laid down by such co-operative society or limited company or legal body as the case may be regarding the occupation and use of the building and/or the said Premises and shall pay and contribute regularly and punctually towards the taxes or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

34) Subject to what is mentioned above, the Builder will form a co-operative Society or limited company or legal body after having sold all the Premises to the Purchaser(s). All the Purchaser(s) shall extend their necessary co-operation in the formation of the co-operative society or the limited company. On the co-operative society or legal body being registered or limited company being incorporated, the rights of Purchaser(s) will be recognized by the said co-operative society or limited company or legal body and the rules and regulations framed by them shall be binding on the Purchaser(s).

35) The Builder's Advocate shall prepare and/or approve the documents to be executed in pursuance of this Agreement and also bye-Laws of the co-operative society or the Memorandum and Articles of Association of the limited company or of the legal body in connection with the formation and registration of the co-operative society or incorporation for the limited company or legal body. His costs shall be borne and paid by the Purchaser(s) proportionately.

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36) The stamp duty and registration charges and other charges incidental to this Agreement for sale shall be borne and paid by the Purchaser(s) only.



37) In case any security deposit or any other charges are demanded by any Authority for the purpose of giving water, electricity, sewerage, drainage and/or any other appropriate connection to the said building the same shall be payable by all the Purchaser(s) in proportionate share and the Purchaser(s) agree(s) to pay on demand to the Builder his/her/their share of such deposits/charges.

38) If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the Corporation, Government and/or any other public authority in respect of the said Plot and/or building the same shall be the responsibility of the Purchaser(s) of the said building and the same shall be borne and paid by all the Purchaser(s) in proportionate share.

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39) The Builder shall have a right until execution of the Transfer/Assignment in favour of the proposed co-operative society or limited company or legal body to make additions, alterations, put additional structure as may be permitted by the Corporation and Other Competent Authorities. Such addition, alterations, structures will be the sole property of the Builder who will be entitled to dispose off the same in any way they choose and the Purchaser(s) hereby consent to the same.

40) The unsold terrace of the building including the parapet wall shall always remain the property of the Builder and the Builder shall also be entitled to display advertisement on the walls or the water tanks standing on the terrace and the Builder shall be exclusively entitled to the income that may be derived by display of the said advertisement(s). The agreement with the Purchaser(s) of the other Flats in the said building shall be subject to the aforesaid right of the Builder who shall be entitled to use the unsold terrace including parapet wall and the walls and the water tank therein for any purpose including the display of advertisement and signboards.

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It is expressly agreed and confirmed by the Purchaser(s) that the terraces which are attached to the respective Flats will be in exclusive possession of the said Purchaser(s) of the said Flat and other Purchaser(s) will not in any manner object to the Builder selling the Flat with an attached terrace with exclusive rights of the said Purchaser(s) to use the said terraces.



The Purchaser(s) shall maintain at his/her/their own cost the said Flats agreed to be purchased by him/her/them in the same condition, state and Order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government of Maharashtra, M.S.E.D. Co. Ltd., Corporation and any other Authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions, rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

43) All notices to be served on the Purchaser(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser(s) by Registered Post or under Certificate of Posting at his/her/their address specified:

MR.SAGAR LAXMAN BHOGTE
MRS.LATA SAGAR BHOGTE
512, PRABHAVINAYAK
CO-OP HOUSING SOCIETY,
NEW PRABHADEVI ROAD,
PRABHADEVI, MUMBAI-25.

44) The Purchaser(s) shall lodge this Agreement with Sub-Registrar of Assurances at Panvel and intimate well in advance to the Builder.

45) This Agreement shall always be subject to the terms and conditions of the Tripartite Agreement and of the Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.

46) The Purchaser(s) hereby agree(s) to pay to the Builder the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by the Corporation in favour of the Co-operative society or limited company or any other legal body as may be formed by the Purchaser(s) of the premises in the said Building.

47) It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal body or if such Deed of Lease is already executed in favour of the Builder and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Builder in respect of the said Plot and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal body, then such premium amount shall be borne and paid by the Purchaser(s) proportionately. In order to enable such co-operative society or limited company or other legal body to make payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Purchaser(s) hereby agree(s) and bind(s) himself/herself/ themselves to pay such co-operative society or limited company or any other legal body his/her/their share in such premium and/or amount payable to the Corporation in proportion to the area of the Flat in the said building.

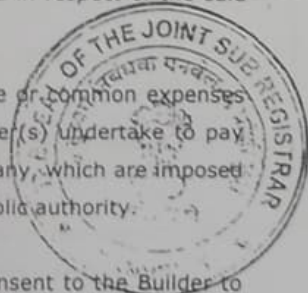
48) The Purchaser(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own premises.

49) The Purchaser(s) shall at no time demand partition of his/her/their interest in their premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Purchaser(s) that the Builder shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser(s).

50) The Builder shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Purchaser(s) undertake to pay increase in 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.

51) The Purchaser(s) hereby give his/her/their express consent to the Builder to raise any loans against the said Plot and/or the said building under construction and to mortgage the same with any bank(s) or any other financial institutions or any other Party. This consent is on the express understanding that any such loan liability shall be cleared by the Builder at his own expense on or before the formation of the co-operative society, limited company or other legal body.

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52) The Builder shall not be bound to carry out any extra additional work for the Purchaser(s) without there being a written acceptance by the Builder to carry out the said additional extra work for the Purchaser(s) which again shall be at the sole discretion of the Builder. If the Builder has agreed to do any additional extra work for the Purchaser(s), the Purchaser(s) shall deposit the amount within 7 (Seven) days from the date when the Builder inform the Purchaser(s) the estimated cost for carrying out the said additional extra work. If the Purchaser(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Purchaser(s) agreed to be carried out by the Builder, then the Builder shall not be liable to carry out the additional/extra work in the premises of the Purchaser(s).

53) The Purchaser(s) undertake(s) to pay increase in 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.

FIRST SCHEDULE

The Schedule above referred to

All that piece and parcel of land bearing Plot number 142, situated at Sector No.-23 under erstwhile 12.5% Goathan Expansion Scheme, Village-Ulwe, Tal.-Panvel, Dist.-Raigad, admeasuring 249.93 Sq. Mts. or thereabout bounded as follows; i.e. to say:

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20/12/22	20/12/22

On or towards the North by : 15 Mts. wide Road
On or towards the South by : Plot No.-143
On or towards the East by : 10 Mts. wide Road
On or towards the West by : Plot Nos.-151 + 152

SECOND SCHEDULE

AMENITIES

'Siddhivinayak Platinum', Plot No.-142, Sector-23, Ulwe, Tal.- Panvel, Dist.-Raigad.

1. 2' X 2' flooring in all the Rooms.
2. Beautiful decorative Granite Kitchen Platform with S. S. Sink and Tiles.
3. Main door with decorative laminate and internal wooden door.
4. Powder coated sliding window.
5. Copper wiring with modular switches & Telephone & TV points in Living room and Master Bed rooms.
6. Internal wall POP patra finish molding in Living room.
7. Underground & Overhead tank with adequate storage capacity.
8. Internal & external reputed paint.
9. Good Quality Lift.



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THIRD SCHEDULE

PAYMENT SCHEDULE

TOTAL AMOUNT	Rs.49,75,000/-
AMOUNT RECEIVED	Rs.1,25,000/-
BALANCE AMOUNT	Rs.48,50,000/-

Sr. No.	Particulars	Percent	Amount
1.	Booking Of Flat	4%	RS.1,99,000/-
2.	On Work Start	5%	RS.2,28,750/-
3.	On Commencement Of Plinth	5%	RS.2,28,750/-
4.	On Commencement Of 1 st Slab	9%	RS.4,47,750/-
5.	On Commencement Of 2 nd Slab	9%	RS.4,47,750/-
6.	On Commencement Of 3 rd Slab	9%	RS.4,47,750/-
7.	On Commencement Of 4 th Slab	9%	RS.4,47,750/-
8.	On Commencement Of 5 th Slab	9%	RS.4,47,750/-
9.	On Commencement Of 6 th Slab	9%	RS.4,47,750/-
10.	On Commencement Of 7 th Slab	9%	RS.4,47,750/-
11.	On Commencement Of 8 th Slab	9%	RS.4,47,750/-
12.	On Commencement Of Brick Work	5%	RS.2,28,750/-
13.	On Commencement Of External Plaster	4%	RS.1,99,000/-
15.	On Commencement of Possession	5%	RS.2,28,750/-
TOTAL		100%	RS.49,75,000/-

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In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
BY THE WITHIN NAMED BUILDER
M/S. V. M. DEVELOPERS
THROUGH ITS PROPRIETOR
MR. RAM VASDEV BATHIJA)
(P.A.N - AACPB2056P)

Ram Vasdev Bathija



IN THE PRESENCE OF

- 1) Sandeep B. Naik)
Shakti
- 2) S.P. Bhoir)



SIGNED, SEALED & DELIVERED BY
THE WITHIN NAMED PURCHASER(S)

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1) MR. SAGAR LAXMAN BHOGTE)
[P.A.N. AGTPB0944M]
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Sagar



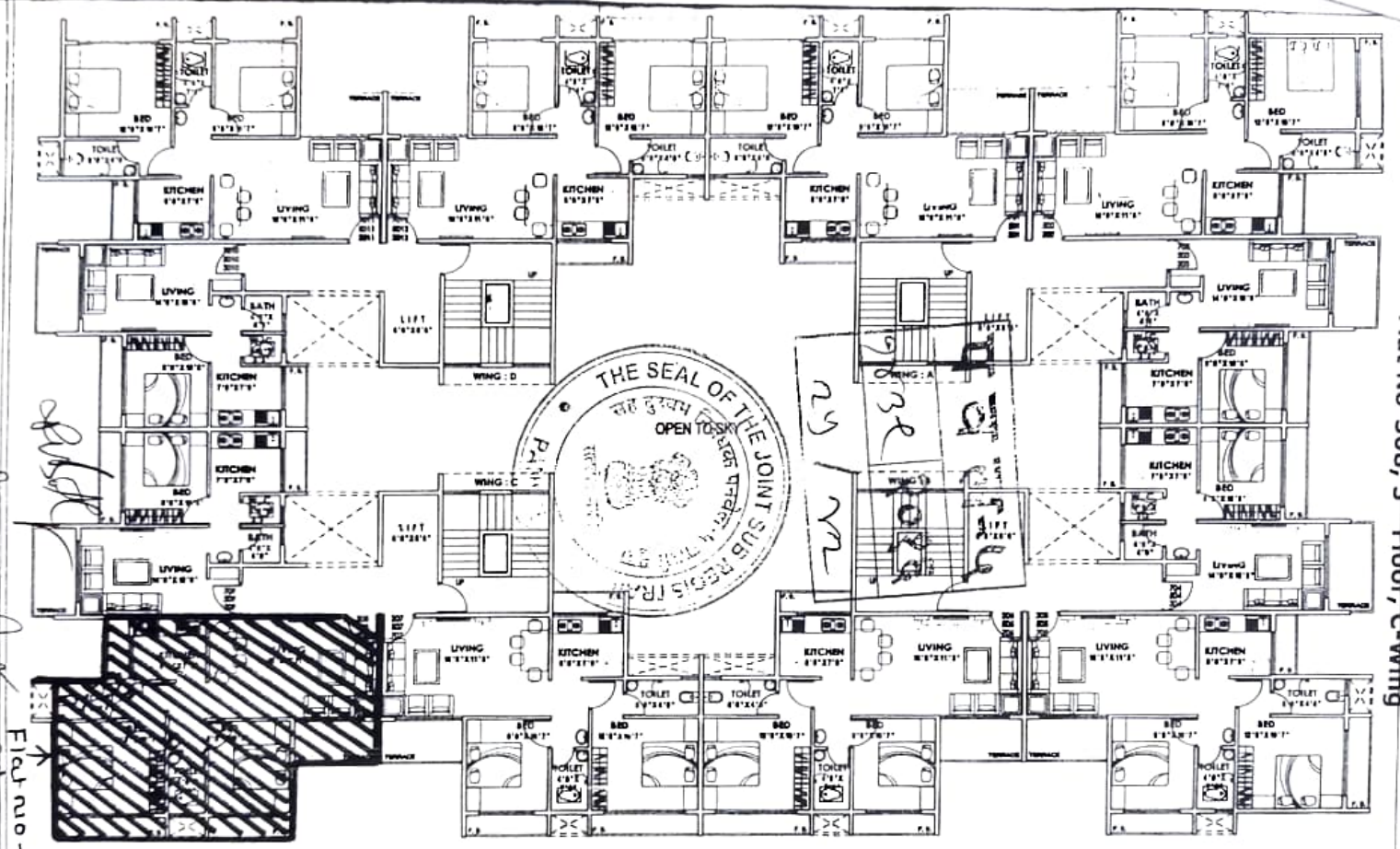
THE SEAL OF THE JOINT SUB REGISTRAR
सह संयुक्त निबंधक पनवेल-५, महाराष्ट्र
2) MRS. LATA SAGAR BHOGTE
[P.A.N. AMKPB5535G]
सत्यमेव जयते
PANVEL-5

Lata



IN THE PRESENCE OF


- 1) Sandeep B. Naik)
Shakti
- 2) S.P. Bhoir)

Flat No-308, 3rd Floor, C-Wing



E-mail: bathjadevelopers@mtn.net.in / bathjadevelopers@gmail.com

Handwritten notes:
3rd Floor, C-Wing
Flat no-308

 NORTH	PROJECT: RES. & COMM.	
	PLOT: 142	SEC: 23
	NODE: ULWE	CITY: NAVI MUMBAI
	LEVEL: TYPICAL FLOOR PLAN	
TYPICAL LEVEL: 3RD / 5TH & 7TH.		

TITLE: "SIDDHIVINAYAK PLATINUM"		
DEVELOPER: V. M. DEVELOPERS 9322 22 7272, 9323585224		
R.C.C. CONSULTANT: A. G. GOKHALE 2789 3615		DRAWN BY SACHIN
		DATE 17/02/10

DIMENSIONS
ARCHITECT PVT. LTD.
Studio: Plot No. 8B, Near SagarVihar,
Sector - 8, Vashi,
Navi Mumbai - 400 703 India
Tel: 01-22-
Fax: 01-22-
E-mail: info@dimensionsarchitect.co.in
Website: dimensionsarchitect.co.in

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED
REGD. OFFICE:

NIRMAL, 2nd Floor, Nariman Point,
 Mumbai - 400 021.
 PHONE : (Reception) +91-22-6650 0900 / 6650 0928
 FAX : +91-22-2202 2509 / 6650 0933

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur,
 Navi Mumbai - 400 614.
 PHONE : +91-22-6791 8100
 FAX : +91-22-6791 8166

CIDCO/ATPO(BP)/ 1297--

Ref. No. ✓ to,
 M/s. V. M. Developers,
 Prop. Mr. Ram Vasdev Bhatija,
 2nd Floor, Barar House,
 Abdul Rehman Street, Mumbai

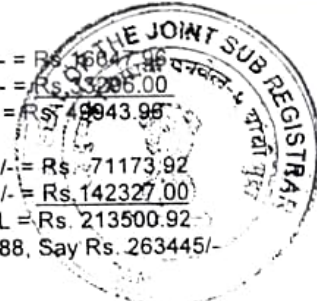
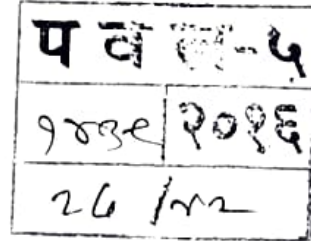
Date: 17 SEP 2010

ASSESSMENT ORDER NO.428/2010-11 REGISTER NO.02 PAGE NO.428

SUB:-Payment of development charges for Residential Building on Plot No.142,
 Sector-23 at Ulwe (12.5% scheme), Navi Mumbai.

REF:- 1) Your architect's application dated 12/03/2010 & 18/08/2010
 2) Final transfer order issued by M(TS-II) vide letter dtd.03/02/2010
 3) Fire NOC issued by Fire Officer, CIDCO vide letter dtd.18/08/2010
 4) 50% IDC paid of Rs.13,25,000/- vide Challan No.118556, dtd.10/08/2010

- | | | |
|-----|---|---|
| 1. | Name of Assessee | :- M/s. V. M. Developers, Prop. Mr. Ram Vasdev Bhatija, |
| 2. | Location | :-Plot No.142, Sector-23 at Ulwe (12.5% scheme),
Navi Mumbai |
| 3. | Land use | :-Residential |
| 4. | Plot area | :-2649.93 Sq. mtrs |
| 5. | Permissible FSI | :-1.5 |
| 6. | AREA FOR ASSESSEMENT:- | |
| A) | FOR COMMERCIAL :- | |
| i) | Plot area | :- 277.466 Sq.mtrs.. |
| ii) | Built up area | :- 416.200 Sq.mtrs. |
| B) | FOR RESIDENTIAL :- | |
| i) | Plot area | :- 2372.464 Sq.mtrs. |
| ii) | Built up area | :- 3558.175 Sq.mtrs |
| 7. | DEVELOPMENT CHARGES :- | |
| A) | FOR COMMERCIAL :- | |
| i) | Plot area | :- 277.466 Sq.mtrs. X Rs. 60/- = Rs. 16647.96 |
| ii) | Built up area | :- 416.200 Sq.mtrs. X Rs. 80/- = Rs. 33296.00 |
| | | TOTAL = Rs. 49943.96 |
| B) | FOR RESIDENTIAL :- | |
| i) | Plot area | :- 2372.464 Sq.mtrs. X Rs. 30/- = Rs. 71173.92 |
| ii) | Built up area | :- 3558.175 Sq.mtrs X Rs. 40/- = Rs. 142327.00 |
| | | TOTAL = Rs. 213500.92 |
| 8) | Total Assessed development Charges:-7(A)+7(B)=Rs.263444.88, Say Rs. 263445/- | |
| 9) | Date of Assessment | :- 18/08/2010 |
| 10) | Due date of completion | :- 16/12/2009 to 17/12/2013 |
| 11) | Development charges paid of Rs. 2,64,500/- vide Challan No.118557, dtd.10/08/2010 | |



Yours faithfully,

(R. B. Patil)

Add. Town Planning Officer(BP)
 (Navi Mumbai & Khopta)



CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:

"NIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021.
PHONE : (Reception) +91-22-6650 0900 / 6650 0928
FAX : +91-22-2202 2509 / 6650 0933

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur,
Navi Mumbai - 400 614.
PHONE : +91-22-6791 8100
FAX : +91-22-6791 8166

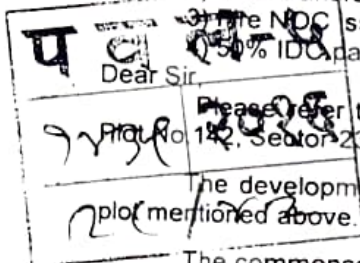
Ref. No. CIDCO/ATPO(BP)/ 1298--

Date : 17 SEP 2010

To,
M/s. V. M. Developers,
Prop. Mr. Ram Vasdev Bhatija,
2nd Floor, Barar House,
Abdul Rehman Street, Mumbai

Sub:- Development Permission for Residential Building on Plot No.142, Sector-23 at Ulwe (12.5% scheme), Navi Mumbai.

REF:- 1) Your architect's application dated 12/03/2010 & 18/08/2010
2) Final transfer order issued by M(TS-II) vide letter dtd.03/02/2010
3) Fire NDC issued by Fire Officer, CIDCO vide letter dtd.18/08/2010
4) 50% IDC paid of Rs.13,25,000/- vide Challan No.118556, dtd.10/08/2010



Dear Sir,
Please refer to your application for development permission for Residential Building on Plot No.142, Sector 23 at Ulwe (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 Developer/ individual Plot Owner should obtain the proposed finished road edge level from the concerned Zonal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having still, the finished still level to be minimum 300 mm. above the road edge level.

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

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

You will ensure that for every 50 no. of flats, two wheeled bins of HDPE material and of capacity 240 liters each (1 no. for Dry and 1 No. for Wet Garbage) will be provided at site before seeking occupancy certificate.

The Developers / Builders shall take all precautionary major for prevention of Malaria breeding during the construction period of the project. If required, you can approach Health Department CIDCO, for orientation program and pest control at project site to avoid epidemic.

Since, you have paid 50% IDC paid of Rs.13,25,000/- vide Challan No.118556, dtd.10/08/2010, you may approach to the Office of Executive Engineer (Ulwe) to get the sewerage connection to your plot.

Thanking you,

Yours faithfully,

(R. B. Patil)
Add. Town Planning Officer(BP)
(Navi Mumbai & Khopta)

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXVIII) of 1966 to M/S. V. M. Developers.

PROP - Mr. Ram Vasdev Bhatija.
Plot No 142 Road No. --- Sector 23 Node Utwe (12.5% scheme)
of

Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Building (Gr. floor + 7th floor.)

Resi. BUA = 3558.175 m² } Total B.U.A. = 3974.375 m²
Comm. BUA = 416.200 m²

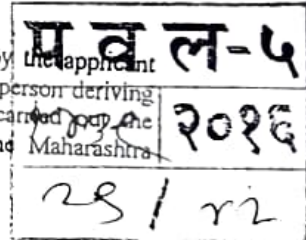
(Nos. of Residential Units 84 Nos. of Commercial units 19)

1. This Certificate is liable to be revoked by the Corporation if :-

1(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.

1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud 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 Maharashtra Regional and Town Planning Act-1966.



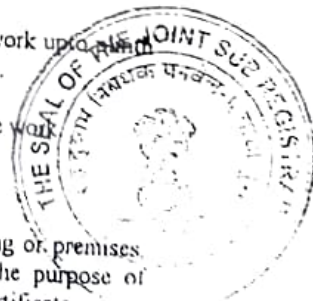
2. The applicant shall :

2(a) Give a notice to the Corporation for completion of development work upto ground level, at least 7 days before the commencement of the further work.

2(b) Give written notice to the Corporation regarding completion of the work.

2(c) Obtain Occupancy Certificate from the Corporation.

2(d) Permit authorised officers of the Corporation to enter the building or premises for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.



3. The structural design, building materials, installations, electrical installations 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 / or GDCR - 1975 in force.

4. The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs - 1975.

11. As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, 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.

12. As directed by the Urban Development Deptt. Government of Maharashtra, under 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.

- a) All the layout open spaces / amenities spaces of Housing Society and new 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.

- b) 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 of water for non potable purposes or recharge of groundwater at all times.
- c) 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 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

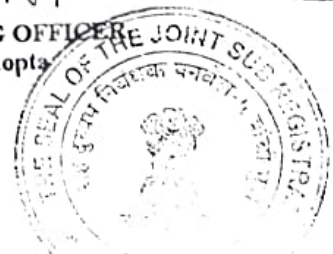
C.C. TO: ARCHITECT

Ms. Dimensions Architects

Pvt. Ltd. Vashi

C.C. TO: Separately to :

1. M(TS)
2. CUC
3. EE(KH/PNL/KLM/DRON)
4. EE(WS)





22/02/2016

सूची क्र.2

दुय्यम निबंधक : गड.दु.नि.पनवेल 5

दम्न क्रमांक : 1439/2016

नोंदणी :

Regn:63m

गावाचे नाव : 1) उलवे

(1) विलेखाचा प्रकार	नगरनामा
(2) मोंबदला	4975000
(3) बाजारभाव (भाडपट्ट्याच्या वाढितपट्ट्याकार आकारणी देतो की पट्टेदार ने नमूद करावे)	4885000
(4) भू-मापन, पॉटिंग्या व अक्रमांक (अमल्याम)	1) पानिकेचे नाव: रायगड इतर वर्णन : इतर माहिती: सदनिका क्र.308, तिसरा मजला, सी विंग, मिडिविनायक प्लॉट नं. 142, गं. 23, उलवे, ता. पनवेल, जि. रायगड, क्षेत्र 81.55 चौ.मी. बिल्टअप. ((Plot Number : 142 ;))
(5) क्षेत्रफळ	1) 81.55 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असलेले नकाशा	
(7) दम्नगवज करून देणा-या/मिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मं. व्ही.एम. डेव्हलपर्स तर्फे प्रो.प्रा. राम वामदेव भतिजा - - वय:-47; पत्ता:-प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: दुसरा मजला, बरार, हाऊस, ए. आर. स्ट्रीट, मुंबई., ब्लॉक नं. - , रोड नं. - , महाराष्ट्र, मुम्बई. पिन कोड:-400003 पॅन नं:-AACPB2056P
(8) दम्नगवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-मागर लक्ष्मण भोगटे - - वय:-42; पत्ता:-प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: ५१२, प्रभाविनायक को. ऑप. ही. मो., न्यू प्रभादेवी रोड, प्रभादेवी, मुंबई., ब्लॉक नं. - , रोड नं. - , महाराष्ट्र, मुम्बई. पिन कोड:-400025 पॅन नं:-AGTPB0944M 2): नाव:-लता मागर भोगटे - - वय:-44; पत्ता:-प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: ५१२, प्रभाविनायक को. ऑप. ही. मो., न्यू प्रभादेवी रोड, प्रभादेवी, मुंबई., ब्लॉक नं. - , रोड नं. - , महाराष्ट्र, मुम्बई. पिन कोड:-400025 पॅन नं:-AHKPB5535G
(9) दम्नगवज करून दिल्याचा दिनांक	22/02/2016
(10) दम्न नोंदणी केल्याचा दिनांक	22/02/2016
(11) अनुक्रमांक, घड व पृष्ठ	1439/2016
(12) बाजारभावाप्रमाणे मद्राक शुल्क	248800
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) श्रेय	



Janki

प्रसह दुय्यम निबंधक, पनवेल-५ (वर्ग-२)

मुल्यांकनासाठी विचारात घेतलेला तथ्यीय:-

मद्राक शुल्क आकारनास निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



Rekha Nair & Associates

Advocates & Legal Consultants

Off : Office No. 21, 3rd Floor, Rehman Building, Opp. Bata Showroom, V. N. Road, Fountain, Mumbai - 400 023.
E-mail : rekhaprem@rn-associates.com, rekhaprem@rediffmail.com, premkumar@rn-associates.com
Contact : +91 98201 38582 / +91 99302 59543 / +91 22 4961 9713

Ref. No:- SBI/RACPC/CHINCHPOKLI/22

26th June, 2024

To,
Assistant General Manager,
State Bank of India,
RACPC Chinchpokli, Mumbai

Dear Sir/Madam,

Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1.	a) Name of the Branch/ Business Unit Office seeking opinion	State Bank of India - RACPC Chinchpokli, Mumbai
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny are forwarded	By Hand
	c) Name of the Borrowers.	Mr. Sagar Laxman Bhogte and Mrs. Lata Sagar Bhogte
2.	a) Type of Loan	Education Loan
	b) Type of property	Residential Flat.
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	Mr. Sagar Laxman Bhogte and Mrs. Lata Sagar Bhogte.
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Individuals.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers.
4.	Value of Loan (Rs. in crores)	-----
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No.308 area admeasuring 81.55 square meters built up on the 3 rd Floor in 'C' Wing of the Building known as "Siddhivinayak Platinum" in Society known as 'Siddhivinayak Platinum Co-operative Housing Society Limited' situated at Plot No.142, Sector-23, Ulwe, Navi Mumbai District-Raigad-410206 (hereinafter referred to as 'said Flat').
	a) Survey No.	Area admeasuring 2649.93 square meters bearing Plot No.142, Sector-23 Village-Ulwe, Taluka-Panvel and District-Raigad, in Registration District and Sub-District of Raigad (hereinafter referred to as 'said Property').



	b) Door no. (in case of house property)	Flat No.308, 3 rd Floor.
	c) Extent/ area including plinth/ built up area in case of house property	Area admeasuring 81.55 square meters built up.
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village-Ulwe, Taluka-Panvel and District-Raigad, in Registration District and Sub-District of Raigad.
6.	a) Particulars of the documents scrutinized-serially and chronologically	Mentioned herein under.
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Mentioned herein under.

Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy/ true copy	In case of copies, whether the original was scrutinized by the advocate.
1.	08.10.2010	Title Certificate issued by Sunil J. Garg, Advocate.	Photocopy	No
2.	17.09.2010	Commencement Certificate bearing ref. No.CIDCO/ATPO/1298 dated 17.09.2010, issued by CIDCO.	Photocopy	No
3.	22.02.2016	Agreement for Sale dated 22 nd February, 2016, executed between M/s. V. M. Developers, through its proprietor, Shri Ram Vasdev Bathija, therein referred to as 'Builder' and Mr. Sagar Laxman Bhogte and Mrs. Lata Sagar Bhogte, therein referred to as 'Purchasers', duly registered under Registration No.PVL5-1439-2016 on 22.02.2016 at office of Sub-Registrar, Panvel-5.	Photocopy	No
4.	22.02.2016	Registration Receipt No.1459 of Rs.30840/- issued by Sub-Registrar, Panvel-5.	Photocopy	No
5.	22.02.2016	Index II issued by Sub-Registrar, Panvel-5.	Photocopy	No
6.	11.01.2021	Occupancy Completion Certificate bearing Ref. No.BP/8063/8046 dated 11.01.2021	Photocopy	No



b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Sub Registrar of Assurance at Panvel.
c	Whether search has been made at all the offices named at (b) above?	Yes
d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10. a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Annexed as Annexure-1
b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No
c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable
11. a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership Right.
	If Ownership Rights,	Yes
a	Details of the Conveyance Documents	Agreement for Sale dated 22 nd February, 2016, registered under Registration No.PVL5-1439-2016 on 22.02.2016 at office of Sub-Registrar, Panvel-5.
b	Whether the document is properly stamped.	Yes, Agreement is stamped.
c	Whether the document is properly registered.	Yes, Agreement is registered.
	If leasehold, whether;	Yes
a	The Lease Deed is duly stamped and registered	Yes



10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage, subject to above.

Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy/ true copy
1.	22.02.2016	Agreement for Sale dated 22 nd February, 2016, executed between M/s. V. M. Developers, through its proprietor, Shri Ram Vasdev Bathija, therein referred to as 'Builder' and Mr. Sagar Laxman Bhogte and Mrs. Lata Sagar Bhogte, therein referred to as 'Purchasers', duly registered under Registration No.PVL5-1439-2016 on 22.02.2016 at office of Sub-Registrar, Panvel-5.	Original
2.	22.02.2016	Registration Receipt No.1459 of Rs.30840/- issued by Sub-Registrar, Panvel-5.	Original
3.	22.02.2016	Index II issued by Sub-Registrar, Panvel-5.	Original
4.		Receipt/s for Part Payment/ Consideration.	Original
5.		The said Share Certificate standing in name of said Transferor.	Original
6.		No Objection Letter issued by said Society for mortgage of the said Flat in Bank's favour.	Original
7.	11.01.2021	Occupancy Completion Certificate bearing Ref. No.BP/8063/8046 dated 11.01.2021 (for building having Ground + 7 Upper Floors) issued by CIDCO.	Photocopy
8.		Latest Municipal/Assessment Tax, Out-goings etc. Bill/Receipt and Electricity Bill.	Photocopy

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

