## AGREEMENT FOR SALE

Name SHRTDHAR . H. Kotakdhond



FLAT NO. B/308 ON Third FLOOR INDEX Angan BUILDING

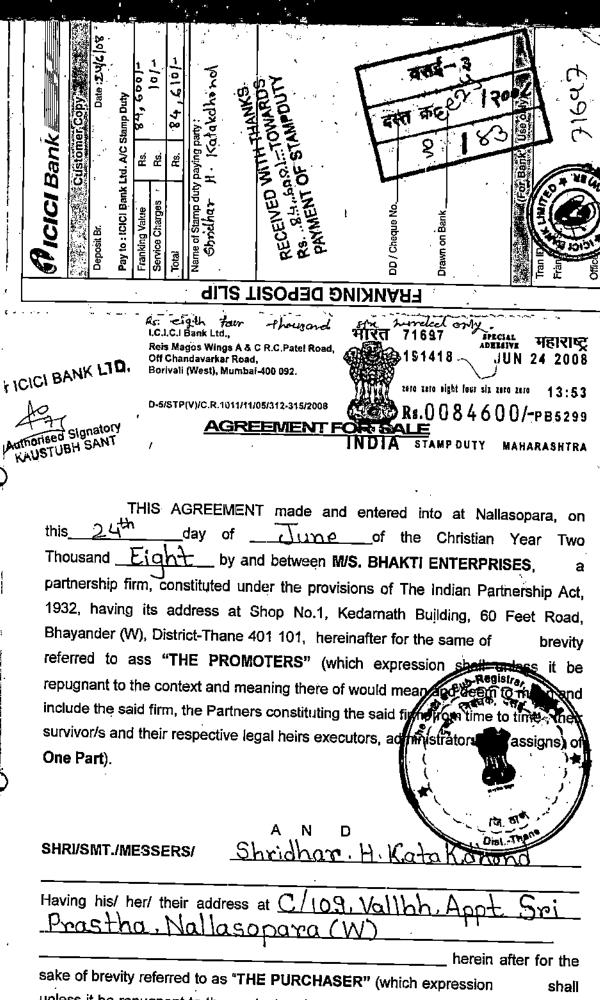
# BHAKTI ENTERPRISE

**BUILDERS & DEVELOPERS** 

Office: Shop No. 1, Kedarnath Building, 60 Feet Road, Bhayandar (W), Dist. Thane - 401101.

Tel.: 2819 1658

Site: Rhabti Dagidana.



sake of brevity referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include his/her/their legal heirs, executors, administrators and assigns) of the Other Parts.

Wednesday, June 25, 2008

12;59:40 PM

पावती

दिनांक

**Original** नोंदणी 39 म. Regn. 39 M

पावती क्र.: 6938

25/06/2008

गावाचे नाव निळेमोरे

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नावः श्रीधर एँचैं:कुँट्कधं

नोंदणी फी

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

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (43)

एकूण

17000.00

860.00

17860.00

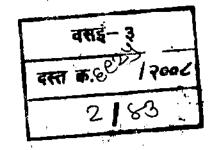
आपणास हा दस्त अंदाजे 1:13 PM ह्या वेळेस मिळेल

दुय्यम निबंधक वसई 3

बाजार मुल्यः 927641 रु. मोबदलाः 1700000 रु. भरलेले मुद्रांक शुल्कः 84600 रु.

I widly

स्तरेवण प त दिला



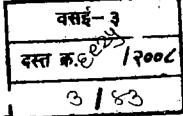
#### WHEREAS:-

3

5

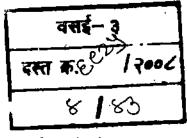
- A) The term Purchaser shall denote and canote both genders, masculine and feminine, as well as, singular number and plural numbers.
- b) Originally one Shri Pendharinath Rambhau Pendhari & others, were absolutely seized are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to all that pieces and parcels of lands or grounds bearing Old Survey No. 122/1, & 124, admeasuring 13510 sq.mtrs. or thereabout, situate, at being and lying at Revenue Villagae Nilemore, Taluka Vasai, District Thane, which is now falling within local limits of Nallasopara Municipal Council and which is more particularly described in the First Schedule written hereunder, hereinafter referred to as 'The said Entire Land / Property.
- c) The Competent Authority and the District Collector Thane, by and vide its order bearing no. RCV/D-1AT-9/NAP/SR-305/88 dated 31/3/1990 has sanctioned layout of the said Entire Land, which consisted of several sub divided plots of diverse sizes.
- D) As per the said sanctioned layout, 6 (Six) nos. sub-divided plots are having details as under:-

SR No.	Sub-divided Plot No.	Area (Sq.Mtrs)
1.	1	1.159
2.	2	480
3.	3	1,081
<b>4</b> . • ·	4	1,101
<b>5</b> .	5	1,128
6.	6	BOGub-Registr
	TOTAL AREA	\$49 (NAUTO 11)



and which is more particularly described in the Second Schedule written hereunder, and the same are hereinafter collectively referred to as "The said Land / Plots/ Property".

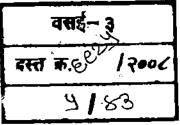
- By and vide agreement dated 14th April 2004, the said Shri e) Pandharinath Rambhau Pendhari & others have agreed to sell. transfer, assign and convey said property, in favour of one Shri Viral Dinesh Vora, atand on the terms and conditions, considerations, which are more particularly described in the said agreement.
- However, on account of various reasons, the transactions, as f) contemplated by the said agreement dated 14th April 2004, could not be completed.
- By vide a tri-parte agreement dated 17th August 2004, said Shri e) Pendharinath Rambhau Pendhari & others, with the due consent and concurrence of the said Shri Viral Dinesh Vora, have appointed the Promoters herein, as the developers to carry out the development work of the said Land, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement.
- In Pursuant to the execution of the said agreement dated 17th August h) 2004 the said Shri Pendharinath Rambhau Pendhari & others, have also made & executed a Power of Attorney, vide a separate writing, in favour of the nominees of the firm of promoters herein, inter-alia, conferring upon various rights, powers & privileges, which are more particularly described in the said writing and simultaneously on the execution of the said agreement dated 17th August, 2004, have also handed over the quiet, vacant, peaceful, actual and physical possession of the said Land, in favour of the Promoters herein
- · i) For the facts and circumstances mentioned Promoters herein become entitled to development rights of



- j) The local development authority, CIDCO has sanctioned the development plan of the Said Land, hereinafter referred to as "The Sanctioned Plan" which is as per the copy of the same, annexed hereto, which consists of various buildings. In Pursuant to the sanctioning of development plan of said land, CIDCO has also issued the Commencement Certificate, in respect of the development work to be carried out of the Said Land.
- k) The Promoters are contemplating to develop and / or promote an housing scheme, of the Said Land which is presently known as "BHAKTI RESIDENCY", hereinafter referred to "The Complex", and the same shall be developed in a phased manner i...e stage stage by stage.
- L) As per the sanctioned plan, there shall be various buildings to be constructed on the Said Land and all the buildings are hereinafter collectively referred to as "The Said Buildings."

91

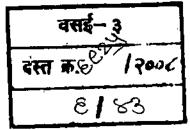
- m) The promoters do hereby declare, record and confirm that all the aforesaid agreements and the respective power of attorneys thereto, are still valid, subsisting, and are in full force & effect and binding by and between the respective parties and there has not been breach or violation or non-compliance of any of the terms and conditions, stipulations, including payment of consideration.
- Purchaser do hereby confirm, admit and acknowledge that he is fully aware of the fact that as per the scheme of development of the said complex by the said Promoters, there shall be various common amenities to be provided in the Said Complex, by the Promoters and further confirms and acknowledges that such common amenities are Only proposed one and discretionary and the promoters shall provide the same, without any time limit or binding and also at their sole discretion and further that it shall be always incomplex on the part of



annul all or any of the common amenities, without giving and / or assigning any reason or any intimation or information to Purchaser.

- o) The Purchaser further admits, confirms and acknowledges that he is also fully aware of the fact that on account of the fact of amalgamtion of the abovesaid 6 nos plots as aforesaid, the buildings thereof, shall be constructed not exactly as per original locations of the respective properties.
- p) As per the terms and conditions of the said agreement dated 17<sup>th</sup> August 2004, and the power of attorney thereto, the Promoters herein are entitled to sell the premises of the said buildings in favour of prospective purchasers, on what is known as "OWNERSHIP BASIS" and enter into agreements with them and receive considerations, receivable thereon, directly.
- q) The Promoters have already commenced development and construction of the said Buildings, which are presently known as "<u>Dev Angan</u>" and forming part of the said complex, as per sanctioned plan.
- The copy of Title Certificate issued by the Promoters Advocates Shri P. Hari, Advocate, High Court, Mumbai is annexed hereto and marked as Annexure A, and the copy of the 7/12 extract pertaining to the Said Land is annexed hereto.
- s) The Promoters have appointed qualified Architects and Engineers M/s. Ajay Wade & Associates to supervise the construction work of the Said Buildings.
- before signing of these presents, the purchaser has demanded from the Promoters and the Promoters have offered to the Purchaser for inspection, of the order pertaining to the layout of the said Entire Land,

7/12 Extract in respect of the Said Land and also approved plant designs and specification prepared by the Prometers Architect as specified under the relevant provisions of the said Land and also approved plant and also ap



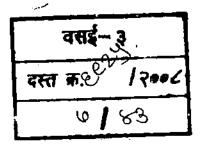
Flats (Regulation of the promotion of construction, Sale, Management and transfer) Act 1963 and the rules made thereunder.

- u) The agreements, power of attorneys, records including the Title Certificate, showing the nature of title of Said Land and also the Said Buildings and the also of Promoters to the development rights of the Said Land and the copies of the plans and specifications of the premises agreed to be purchased by the Purchaser and approved by the CIDCO and other Competent Authorities, have been inspected by the Purchaser to his fullest satisfaction.
- Open Space No. 308 on the Trivod floor, in 3 wing hereinafter referred to as "The Said Premises" in the building which is presently known as "Dev Angon" hereinafter referred to as "The Said Building", consisting of One Room/Two Room/Three Room and Kitchen, and forming part of the said Complex, to which, the Promoters have agreed to, on the terms and conditions, appearing hereinafter.
- w) Upon the payment of minimum required of amount of consideration, as per terms of the provisions of The Maharashtra Owners hip Flats Act, the Promoters herein are required to execute agreement in favour of the Purchaser, as under:-

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

#### FOLLOWS:

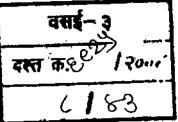
The Promoters are constructing the Said Building known as "Dev Angon" on the said Land, in accordance with and as per plans and specification, which have been kept at the building site, for the inspection and the Purchaser has seen and approved the same and it is further Irrevocable agreed by the Purchaser that the Promoters may make such variations and medification therein as may be required to be done by the



- 2. The Purchaser has prior to the execution of this agreement, satisfied himself about the title of the Said Land and the development rights of the Said Building and also of the Promoters to the same. The Purchaser shall not be entitled to further investigate the title of the Said Land & the development rights of the Said Building and also of the Promoters and no requisitions or objections of whatsoever nature shall be raised by Purchasers nor shall be entertained by the Promoters, on any matters relating thereto.
- 3. The Purchaser hereby agrees to acquire. Flat /Shop / Packing Space No. 308 on the Thind floor, having a S. Builtup area of 67.81 sq. Feet & Builtup area \_\_\_\_\_\_\_sq. Mtrs. (including area of balcony) in \_\_\_\_\_\_ wing of the said building i.e. the building which is presently known as "Dev Angon " consisting of One Room /Two Room/ Three Room & One Kitchen, as per the plans and specifications seen and approved by the Purchaser, for a lumpsum consideration of Rs. \_\_\_\_\_\_\_/ Only), which shall be paid by the Purchaser to the Promoters, in the manner mentioned herebelow:
  - a) Rs. 11, 000 /- on or before execution of these presents as and by way of token / earnest money.
  - b) Rs. 2.35.000/- on casting of 1st slab
  - c) Rs. 2, 35,000/- on casting of 2<sup>nd</sup> slab
  - d) Rs. 2, 35,000/- on casting of 3<sup>rd</sup> slab
  - e) Rs. <u>0</u>, <u>35,000</u>/- on casting of 4<sup>th</sup> slab
  - f) Rs. 2, 25,000/- on casting of 5<sup>th</sup> slab
  - g) Rs. 2, 35,000/- on completion of brickwork and plasterwork
  - h) Rs. 2,055,000/- on completion of flooring, plumbing,electrical and main door work
  - i) Rs. 44,000 /- The balance amount of the consideration, one week before the delivery of possession of the Said premises.

Rs. 17,00,000/—

Total Rupe



- 4. The Purchaser shall pay the aforesaid amounts on the respective que dates to the Promoters, without any delay or default, as the time in respect of each of such payments as provided hereinabove, is "AN ESSENCE OF THE CONTRACT" as contemplated by these presents and any delay in making payments, within period, as provided hereinabove, shall automatically make or render this agreement null and void and / or terminated and upon such termination, the Promoters shall refund whatever sums paid by the Purchaser under these presents, without interest after the Said Premises is re-sold in favour of any third party and after the Promoters, have then, received the entire amount of considerations out of such re-sale of the said premises. Subject to further, the Promoters shall be entitled to deduct there from an amount equal to 15% of the total consideration payable hereunder and such other amounts by way of loss, if any sustained by the promoters and whatever the outgoings, in respect of the said premises. The Promoters are not bound or liable to give any notice to the Purchaser, requiring such payments and failure thereof, shall not be pleaded, as an excuse for non payment of any amounts, as provided herein, by the Purchaser, on the respective due dates.
- 5. Subject to however, without prejudice to any of the right, privileges and covenants under these presents, the Promoters may in their sole discretion, accept the defaulted installments or amounts, along with interest at the rate of 21% p.a. from the due date of payment, till the actual date of payment.

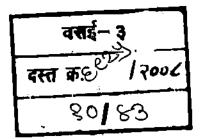
वसई- ३ दस्त क.६<sup>87</sup> | २००४. ९ | ४८

Govt., State. Govt, development authorities, local authorities of any other authorities or bodies and / or delay in issuing Completion Certificate and Occupation Certificate of the said building by the concerned authorities.

- 7. However, it is agreed by and between the parties that in case, for whatever reasons, the Promoters are not in a position to handover the possession of the Said Premises to the Purchaser within abovesaid period or the mutually extended period and in such event, the Purchaser shall be entitled to terminate this agreement and upon such termination, the Promoters shall refund to the Purchaser whatever sums paid by the Purchaser to the Promoters under these presents, along with interest at the rate or 9% p.a.
- 8. The Purchaser shall have no claim or rights save and except and only to the extent in respect of the said premises hereby agreed to be purchased, that is to say, all the open spaces, parking places, stilts, lobbies, staircases, lifts, terraces etc. and will remain the properties of the promoters, which shall be as per the terms of the said Agreement dated 17th August 2004, until such time, the said land and the said building and the whole building and the entire buildings of the said complex, as the case may be, is/are transferred and conveyed in favour of Co-op-Hsg. Society or the limited company to be formed of the purchasers of the premises of the said building or any apex society which shall be formed of the consisting of the nominees of the co. op. hsg. societies of the other buildings of the Said Complex, as provided hereunder:

1

9. It is further expressly and specifically understood by and between the parties that nothing contained in these presents shall be constructed as conferring in favour of the Purchaser any rights, title or interest in any manner, whatsoever, into or over the Said Land and the Said Building or any part thereof or of the said premises. Such configurations are place, only on the execution of conveyance of the said building in favour of the co. op. hsg. Society or limited company that may be

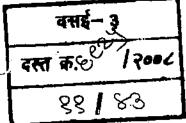


manner, as provided.

Š

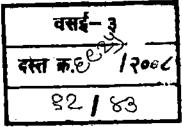
٠.

- 10. Upon the Purchaser taking possession of the Said premises, he shall not have any claim whatsoever nature against the promoters, as regards the nature of fixtures, fittings and any other amenities to be provided in the said premises House and also the Said Building and the Said.Complex, which are set out hereunder or the quality of the building materials used in the construction of the Said Premises and also the Said Building or the delay, in case any, in giving possession or otherwise howsoever.
- 11. It is clear understood and acknowledged by the Purchaser that the Promoters shall always have absolute rights, until the possession of the Said Premises and Said Building is conveyed to the purchasers of the premises officially, or to the co.op. hsg. Society or limited company, as the case may be, to make additions, or put up additional structures or storeyes as may be permitted by the local development authority, including the use of T.D.R. or Floating F.S.I, and other competent authorities and such additional structures and storeyes will be the sole property the Promoters, as the case, may be, who shall be entitled to dispose off, the same in any manner or any terms and conditions, as the Promoters may in their sole discretion deem fit and proper and the Purchaser do hereby irrevocably accord his consent to the same, provided the same does not in any way affect or prejudice the rights hereby agreed to be granted in favour of the Purchaser in respect of the Said Premises.
- 12. Subject to the rights of the Purchaser hereunder, the Promoters shall be at liberty to sell, assign or otherwise deal with, dispose off their rights, title and interest in the Said Building already constructed and hereinafter to be constructed thereon, either in full and / or part or portion thereof and raise or borrow moneys against the security of the Said Building, from time to time.
- 13. It is expressly agreed by and between the parties he eto that still, if provided, and the terrace of the said Building shall always



belong to the Promoters and they shall be entitled to deal with or dispose off the same in any manner as they deem fit and proper. In case, the promoters, are in position to obtain permission from the local development authority or from the concerned authority, for enclosing of the terrace or of the open space and in such event, the Promoters shall be entitled to dispose off such errected structure or the open space in favour of anyone and upon such assignment thereof, the Purchaser/s thereof, shall be entitled to use, occupy and deal with the same exclusively and the co.op hsg. Society or limited company which shall be formed of the purchasers of the premises of the said building shall admit such purchaser/s of the open or enclosed stilt / terrace space as member/s of the co.op. hsg. Soc. or limited company, as the case may be, without raising any objection of collecting any amounts save and except share money and admission fees.

- 14. Under no circumstances, the possession of the Said Premises shall be given by the Promoters to the Purchaser, unless and until all the payments required to be made under this agreement by the Purchaser has been made to the Promoters and all the obligations hereunder are complied with, by the Purchaser.
- 15. The Promoters shall be entitled to sell, the premises of the said building, for the purpose of using the same as quest house, dispensaries, nursing homes, maternity home, for residencial or commercial user or any other use as may be permitted by the local authority in that behalf and the Purchaser individually or the co. op. hsg. Society or limited company that may formed, shall not raise any objection whatsoever nature in respect of the matters / issues in this regard.
- 16. The Promoters shall, in respect of any amour-its to be received from the Purchaser under the terms and conditions of this agreement have first charge and paramount lien on the Said Premises agreed to be acquired by the Purchaser.



share towards the costs, expenses and outgoing in respect of the items specified in Clause No. \_\_\_\_\_\_ herein, and also proportion share in respect of maintenance, repairs and up-keep, of various common amenities and facilities whenever provided in the said Complex, as may be determined by the Promoters, as and when demanded by the Promoters.

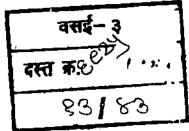
\_\_\_\_only) which carry no interest.

19. The Purchaser hereby agrees, undertakes and covenants that in the event of any amount by way of premium or security deposit being payable to the CIDCO, Municipal or any Govt. or any other authorities or bodies or betterment charges or any development tax or any other similar or like tax, levies or payments of similar nature, become/s payable in respect of the Said Premises and the Said Building, the same shall be re-imbursed by the Purchaser, as and when demanded, in proportion to the total area of the Said Building in relation to the Said Premises agreed to be purchased by the Purchaser and in determining such amounts, the decision of the Promoters shall be conclusive, final and binding upon the Purchaser.

į

2

20. It is expressly and specifically informed by the promoters to the Purchaser that as per the terms of development of the Said Complex, as envisaged by the Promoters, it is proposed that to have common access, road, passages, electric, telephone satellies, strength and other common cables, water lines, sewerage treatment plant and other common amenities and the Purchaser do hereby acknowledge the sail such



Promoters at their own sole discretion and further that it shall be incumbenton the part of the Promoters to vary or amend or cancel or substitute such amenities and common facilities entirely or in part, in their sole discretion. Accordingly any expenses, charges, costs, incurred in this regard and whatever the expenses in connection with the maintenance, repair or upkeep of the same, in case and whenever provided, shall be borne and paid by the Purchaser or the co. op. hsg. society or limited company, as the case may be in equal proportion. It shall be incumbent for the promoters to form apex co.op. society of the societies of the all the buildings of the Said Complex, if permitted or else, an Executive Committee of consisting of two members each from each building of the Said Complex, as may be permitted or deemed to be feasible and practicable in this regard, and whatever the decisions so taken by the Promoters, Apex Society or the Executive Committee shall be binding on the Purchaser himself and the co. op. hsg. Society or limited company as the case may be, to be formed of the purchaser of the premises of the Said Building.

- 21. Any delay or indulgence by the Promoters, in enforcing any of the terms of this agreement or any forbearance or giving time to the Purchaser for making payments, as provided hereunder, shall not be constructed or deemed as a waiver on the part of the Promoters of any of the breache/s or non compliance of any of the terms and conditions of this agreement by the Purchaser, nor shall the same, in any manner, prejudice any of the rights, and/or remedies of the promoters under this Agreement
- 22. The Promoters shall be entitled to alter, vary or modify the terms and conditions of this agreement, pertaining to the unsold premises in the said Building of which the Said Premises forms part and the Purchaser shall have no right whatsoever to require the enforcement thereof or any of them, any time. The Purchaser herein acknowledges such rights of the Promoters in this regard, calarnities.

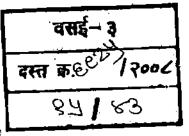
23. The Purchaser, if he deems fit and proper my insure and keep insured

वसई- ३ दस्त क.६<sup>९७</sup> /२००८ ९४ / ४3

calamities.

==

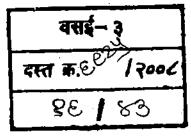
- 24. The Purchaser himself with intention to bind all persons into whosoever hands the Said Premises may come, doth hereby covenants with the Promoters as follows: -
  - (a) To maintain the Said Premises at the Purchaser's own costs, in good tenantable repair and condition from the date of possession of the Said Premises is taken and shall not do, suffer to be done, anything in or to the Said Building and the staircases or and passages, which may be against the rules, regulations or bye-laws of the concerned local, or any other authority or change, alter or make additions in or to the Said Building or in the Said Premises itself or any part thereof.
  - (b) Not to store in the Said Premises, any goods of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or staircase of the Said Building or storing of such goods are objected to by the concerned local or any other authority and shall not carry or cause to be carried, heavy packages in the staircase, common passages or, any other structures of the Said Building, including entrances of the Said Building and in case, any damage is caused to the Said Building, on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for and make the good the loss of all such damages.
  - Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser and shall not do or suffer to be done, anything in / or to the Said Building or in the Said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or any public authority. And in the event of the Purchaser committing any acts, omissions in contraventies of the above provision, the Purchaser shall be responsible and line or all authority and/or all the consequences thereof, to the concerned



- Not to demolish or cause to be demolished, the Said Premises (d) or any part thereof, nor, at any time make or cause to be made, any addition or alteration in the elevation or outside the premises and shall keep the portion, sewers, drains, pipes in the Said Premises and appurtenances thereto, in good tenantable repair and condition, and in particular, so as to support, shelter and protect and other parts of the Said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural items in the alterations being carried out by the Purchaser in the Said Premises, (whether such alterations are permitted by the concerned authorities or not), there shall be any damage to the adjoining premises or to the premises situated below or above the Said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his own costs and expenses repair such damages including recurrences of such damages.
- (e) Not to throw dirty rubbish, rags, garbage or other refuses or permit the same to be thrown from Said Premises, in the compound or the Said Land or any portion of the Said Building and the Said Complex.
- (f) Pay to the Promoters within seven days of demand by the Promoters, his share of security deposit as demanded by the concerned local authority or Govt. for giving water, electricity or any other service connections to the Said Building.
- (g) To bear and pay, any increase in local taxes, water charges, ground rent, insurance and/or such other levies, taxes if any, which are imposed by the concerned local authority and / or Govt. and / or other public authority on account of the change of user of the Said Premises by the Purchaser.
- (h) The Purchaser shall not let, sub-let, transfer, assign or part with, the Purchaser's interest or benefits of this agreement or or the Said Premises or part with the possession of the Said Premises or part with the possession of the Said Premises of the or portion thereof, until, all the dues payable by the

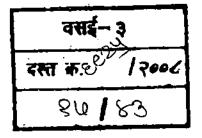
**.** 

ŧ a



Promoters under these presents, are fully paid and only if the Purchaser has not committed any breach of or non-observance of any of the terms and conditions or obligations / covenants of these presents and until the Purchaser has obtained permission from the Promoters in writing for the above purposes. However, such transfer shall be in favour of only the transferees as may be approved by the Promoters.

- (i) The Purchaser shall observe and perform all the rules and regulations which co.op. hsg. soc. or the limited company, or the apex society or the executive committee, that may be formed in the manner, as provided hereunder, may adopt since its inception & the additions, alterations, or amendments thereof may be made from time to time for the protection and maintenance of the Said Building and the premises therein and also other buildings of the said Complex and the premises thereof, for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being in force, of the concerned local authority and of the Govt. and other public bodies.
- (j) The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoters or the co. op. hsg. Soc. or the limited company or the apex society or the executive committee that may be formed, in the manner, as provided hereunder, regarding the occupation and the use of the Said Premises in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of these presents.
- (k) Till deed of conveyance of the Said Building, is executed in the manner as provided hereunder or till the possession of the Said Building is handed over to the co. op. hsg. Soc. or the limited Company, as the case may be, the Purchaser shall permit the Promoters and their surveyor/s and agents with or without werkmen and others at all reasonable times to enter into, the said Premiser to the Said Building and in the said land or any part of partion thereof, to

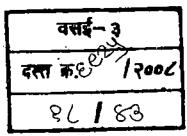


and perform all the terms & conditions and covenants to be observed and performed by the Purchaser, as set out, in these presents.

- (I) The Promoters shall not be responsible, in any manner, whatsoever, for the misuse, theft or unauthorized use of the water supply and or electricity supply to the Said Building and also to the Said Premises and / or any damages caused to the water supply and electricity supply installations or meters etc. and any fine, dues, penalty or damages imposed by the concerned authorities shall be borne and paid by the Purchaser himself and also the purchasers of the other premises of the Said Building alone.
- 25. Letters, receipts and / or notices issued by the Promoters dispatched Under Certificate of posting to the address known to them of the Purchaser will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the Promoters their duty, obligation in this regard.

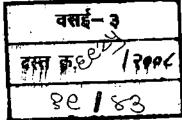
26.	The Purchaser hereby agrees to pay to the Promoters a sum of
	Rs/- (Rupees
	only) for the
	necessary membership fees and the subscription towards the share
	capital and the professional fees and out of pocket expenses thereon
	and further undertakes to be a member of the co. op. hsg. Soc. or the
	limited company or apex co. op. Soc. to be formed in the manner
	hereinafter appearing and also from time to time to sign and execute,
	the applications for registration and other papers and documents, so
	necessary for the formation and registration of the co. op. hsg. Soc. or
	the limited company or apex society including the bye- laws of the
	proposed co. op. society or the limited company duly filled, signed and
	return the same within ten days of the same being
	forwarded by the Promoters to the Purchaser. No objection shall be
	raised by the Purchaser if any changes or modifications are make in
	the draft bye-laws as may be required by the Peristranof Co. and the

society or any other competent authority.



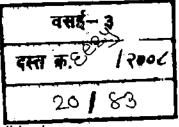
- 27. All costs, charges and expenses in connection with the formation of the co-operative housing society or the association of apartments purchasers as contemplated by the provisions of the Maharashtra Apartment Ownership Act, 1970, including the Apex society, as the case may be as well as, the costs of preparation, engrossing, stamping and registering this agreement, Deed of Conveyance and any other documents required to be registered by the Promoters or the Purchaser and the Stamp duty and the registration fees and out of pocket expenses, in respect of such documents, transferring land and / or buildings in favour of such co. op. hsg .society or limited company or of Deed of Conveyance in respect to the Said Building, as well as the entire professional costs of the advocates, of the Promoters in preparing and approving all such documents, shall be borne and paid by the co. op. hsg. Soc. or limited company proportionately by the members of the co-operative housing society or limited company or such apartment owners. The Promoters shall not contribute towards any such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand by the Promoters.
- 28. The Purchaser shall be bound from time to time, to sign all papers and documents and to do all such acts, deeds and things as the Promoters and the said Original Developer may require from him to do, from time to time for safeguarding the interest of the Promoters or the Original Developer and of the purchasers of other premises in the Said Building or the purchasers of the premises of the other buildings of the Said Complex. Failure to comply with the provisions of this clause, will render this agreement ipso-facto void and whatever the earnest money and other money or monies paid by the Purchaser shall stand for feited to the Promoters.
- 29. In case, the Purchaser neglects, omits or fails to pay for any reasons whatsoever to the Promoters, any amount or part thereof, due and payable to the Promoters, under the terms and conditions of this

agreement /whather haters as as a con-

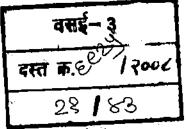


time, hereinafter specified or in case, the Purchaser shall in any way fails to perform or observe any of the covenants, obligations and stipulations herein contained or referred to hereunder, and in such event, this agreement shall cease & stand terminated automatically and the Promoters shall be entitled to re-enter upon and resume possession of the Said Premises and thereupon, the Promoters shall refund to the Purchaser whatever amounts paid by him under these presents & after deducting therefrom a sum equal to the 15% of the total considerations payable, and also any, loss, outgoing sustained and / or incurred by the Promoters in respect of the Said Premises without any interest and the same shall paid by the Promoters on the re-sale of Said Premises and upon the receipt of the entire amount of sale considerations. Upon such re-entry by the Promoters as aforesaid, this agreement will come to an end and Purchaser shall cease to be the Purchaser of the Said Premises and the Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right, title or interest or claim of whatsoever nature in respect of the Said Premises.

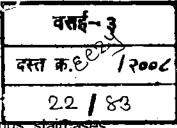
- 30. The Purchaser shall not use the Said Premises or permit the same to be used for any purpose whatsoever, other than for the purposes for which Purchaser has sought, while making application for allotment of premises in the Said Building nor use the Said Premises, in any manner, for any purposes, which may or likely to cause nuisance or annoyance to occupiers of other premises in the Said Building or to the owners or the occupiers of other buildings of the Said Complex or neighbouring properties nor for any illegal or immoral purposes.
- 31. The Purchaser will not at any time, demolish or caused to be demolished, the Said Premises agreed to be purchased by him or any part thereof, nor, will at any time, make or caused to be made, any additions or alterations of whatever nature to the Said Premises or any part there of. The Promoters shall not permit the closing of verandas or lounges of balconies or make any alterations in the devaluation of the said premises the acquired by the



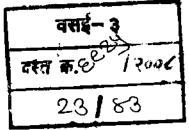
- 33. After the said Building is complete and ready, fit for occupation and after the co. op. society or the limited company is registered or incorporated and after all the premises of Said Building have been sold and disposed off by the Promoters and the Promoters have received all the dues payable to them under the terms of the Agreement For Sale from various flat/shop/premises/row house purchasers, the Promoters shall cause the execution of the assignment or conveyance in favour of the co. op. hsg. Soc or limited company, as the case may be that may be formed in the manner as provided hereunder.
- 34. In the event of co.op. hsg. Society or limited company being formed and registered before the sale and disposal by Promoters of all the premises in the Said Building, the powers and the authorities of the society to be formed of the Purchaser and also purchasers of other premises of Said Building, shall be subject to the over-all authority and control of the Promoters or the Original Developer, in respect of any of the matters concerning the construction of the Said Premises and the Said Building completion thereof and all or any amenities pertaining to the same and in particular, the Promoters shall have absolute authority, right & control as regards the unsold premises of the Said Building and the disposal thereof.
- 35. It is expressly agreed by and between the parties hereto that in case, co. op. hsg. Society or limited company, as the case may be, is formed of the purchasers of the premises of the Said Building, before the sale of all entire premises of the Said Building and in such event, no maintenance shall be charged to the Promoters in respect of the unsold premises of the Said Building.



- The Promoters have specifically informed the Purchaser and the 36. Purchaser has agreed that if as a result of any change in the policy of the local Municipal Council and/or other Govt. or other competent authorities, there is any increase in the present F.S.I, in respect of the Said Land or the Said Building and in that event, the Promoters shall be entitled to any such increase in the F.S.I, and the Purchaser individually or the Co. op. hsg.soc or the limited company that shall be formed as provided hereunder, collectively shall not be entitled to object/or making any claim whatsoever of such increased F.S.I, and also in Promoters utilizing or consuming or assigning to any third parties of such increased F.S.I, by constructing any extra structures or building/s within the Said Complex and/ or upon the Said Building. Further, the Promoters have explicitly made clear to the Purchaser that if as a result of such increase in F.S.I, or otherwise, Promoters shall have absolute right to amend, alter, modify or vary the plans already sanctioned by the local development authorities and/or competent authorities, as may be required by the said authorities and that on such sanctioning and approval of such amendment by the said competent authorities, the Purchaser shall be deemed to have consented to the Promoters for making such alterations or modifications of the plan, which is already sanctioned and approved by the concerned authorities.
- 37. The following expenses which may be incurred for the Said Building shall be borne and paid by the Purchaser: -
  - The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular roof gutters and rain water pipes of the building, water pipes, gas pipes and electric wires inside, under or upon building and enjoyed or used by the Purchaser in common with other purchasers as or occupiers of other flats/shops/premises and the main entrance, passages, landing staircases of the Said Building and other premises/buildings of Said Complex, as enjoyed by the Purchaser or used by him in common with other purchasers or occupiers of the premises of the Said Building and other premises of the Said Building and other purchasers or occupiers of the premises of the Said Building and other purchasers or occupiers of the premises of the Said Building and other purchasers or occupiers of the premises of the Said Building and other purchasers or occupiers of the premises of the Said Building and other purchasers or occupiers of the premises of the Said Building and other purchasers or occupiers of the Said Complex and the boundary walls of the premise of the

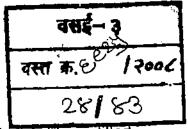


- b) The cost of cleaning & lighting passages, landings, staircases and other parts of the Said Building or other common facilities of the Said Complex, enjoyed or in use by the Purchaser in common with other flats/shops/premise purchasers or occupiers of the other buildings of the Said Complex.
- b) Cost of decorating of the exterior of the Said Building and other common amenities/facilities.
- c) The cost of salaries of clerks, bill collectors, chowkidars, security personnel's, sweepers, gardeners etc.
- d) The cost of maintenance of lights and other service items.
- e) Municipal and other taxes, water charges, land revenue, lease rent etc.
- g) Cost of insurance of the Said Building and other common amenities and facilities of the Said Complex.
- H) Cost of water meters, electric meters and/or anyother deposits of water or other electric installation.
- i) Cost maintaining elevators of the Said Building, in case, provided.
- j) Such other expenses as are necessary or incidental to the maintenance and the upkeep of the Said Building and the Said Complex.
- 38. The Purchaser agrees and undertakes to abide by whatever the decisions and/or rules/regulations and modalities for the upkeep and maintenance of facilities and other common amenities/facilities to be provided in Said Complex that may be formulated by the Promoters and thereafter by the apex society or executive committee that may be formed of all the buildings of Said Complex, including all matters concerning recreational facilities/garden, open roads, to be provided in the Said Complex and subject to the conditions, as provided hereunder.
- 39. The Purchaser also agrees and undertakes to pay the propertionate share of expenses, outgoing, in relation to total flats tenements of various buildings of Said Complex, for the maintenance upon of



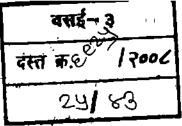
the recreational facilities/garden, open roads of the Said Complex, as and when provided.

- 40. It is further expressly and specifically informed by Promoters and it is clearly understood by the Purchaser that whatever the recreational facilities as aforesaid, to be provided in Said Complex are subject to the policies, rules, regulation, stipulations of concerned authorities and for any reason, due to the prevailing policies of concerned authorities, any such facilities could not be provided and such event the Promoters shall not be under any obligation to provide such facilities and Purchaser shall not be entitled to any abatement in consideration payable hereunder nor to rescind or terminate this agreement on the ground of non-providing of such facilities or amenities.
- 41. The Purchaser hereby acknowledges that he is fully aware of the fact that there is insufficient supply of water in Nallasopara and therefore Nallasopara Municipal Council is not a position to release fresh water connections to new buildings and under such circumstances, the Promoters will not be position to make arrangement water supply to the Said Building and hence are not bound to make provision for water supply in the Said Premises and the Said Building. However, the Promoters shall try their level best to procure and/or arrange water supply from Nallasopara Municipal Council, at the costs, expenses and charges of the Purchaser and the purchasers of other premises of the Said Building.
- 42. It is clearly understood, admitted & acknowledged by the Purchaser himself and also other purchasers of the flats/shops/prernises in the Said Building, Promoters shall at all time be entitled to use and also assign the use of same of the terrace including the parapet wall of the Said Building or any portion of the Said Land for the purposes including the display of hoardings, sign-boards of hoardings, advertisement or publicity items. The Purch



or the limited which shall be formed as aforesaid. Shall not be entitled to raise any objections or claims of any abatement in the price of the premises agreed to be acquired by the Purchaser and/or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever.

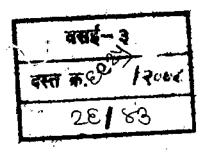
- A3. Notwithstanding the execution of the conveyance by the Promoters to proposed co.op. hsg. Soc. Or limited company and/or handing over the possession of the Said Premises to the Purchaser or the said building to the flat/shop/premises purchasers, it is the Promoters alone, who shall be entitled for the unsold premises to be constructed in Said Building and further that it is the Promoters alone, who alone entitled to any increase in the F.S.I., then available and Purchaser and the purchasers of other premises of Said Building orthe co. op. hsg. Society or the limited company to be formed, as aforesaid, shall always accept the person or persons of any premises are sold subsequently either on ownership basis, tenancy basis or leave and license basis as members or as nominal members, as case may be, without raising any objection whatsoever.
- 44. It is agreed by the Purchaser that at all times, the Promoters shall be entitled to give/assign right of way to adjacent plots from the portion of Said Land and the Purchaser himself or the co-operative hsg.so or the limited company to be formed shall not object the Promoters from assigning right of way to any adjacent plot holders for whatsoever reason and under any circumstances and they shall always bind themselves and abide by the provision of this clause all the time.
- 45. The Promoters have further informed the Purchaser and it is clearly understood by the Purchaser that as per prevailing laws for the registration of the co. op. hsg. Soc. Or limited company of the purchasers of flat/shop/premises or the Said Building at least 60% of all the agreements for sale are to be registered with the Sub-Registration Assurance. In case, agreements for sale in respect of at least 60% on the total premises of the Said Building and the D



registered,- in that event, the Promoters shall not be responsible for the registration of the co. op. hsg. Soc or the limited company, till such time, such minimum agreements for sale are duly registered as aforesaid.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day, month and year first hereinabove written





#### **LIST OF AMENITIES**

FLOORING: Full Ceramic Tiles in all rooms.

WINDOWS : Sliding window with marble cill. The window in the

bathroom & W.C. Will have louvers.

DOORS : The main door will be flush door with Veneer

polish/sunmica finished having magic eye,

safety chain, night latch. The Bedroom will

have flush doors.

BATHROOM & W.C. : Full hight ceramic tiles in bathroom, window level

Ceramic tiles in W.C. Sintex water tank over loft.

One Geyser point in Bathroom.

KITCHEN : Granite platform with S.S. Sink & 2 Ft. Ceramic

tiles above platform, Loft in Kitchen.

PLUMBING : Concealed plumbing with good quality fitting,

fixtures & sanitary wares.

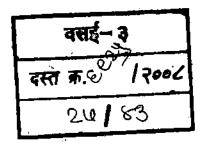
ELECTRIFICATION : Concealed copper wiring with sufficient point.

PAINTING: Distemper Paint in all the rooms, exterior

painting will be of cement paint.

LUXRY : Grand entrance, well planned Garden.





#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT PIECES and parcels of non agricultural lands or grounds bearing Old Survey No. 122/1 & 124, admeasuring 13510 sq.mtrs. Or thereabout, situate, at being and lyingat Revenue Village Nilemore, Taluka Vasai, District Thane, which is now failing within local limits of Nallasopara Municipal Council.

## THE SECOND SCHEDULE HEREINABOVE REFERRED TO 6 NOS THE SUB-DIVIDED PLOTS bearing details as under:-

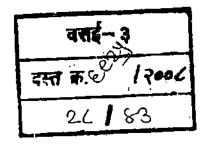
Sr. NO.	Sub-divided Plot NO.	Area (Sq.Mtrs)
1)	1	1,159
2)	<b>.</b> 2	480
3)	3	1,081
4)	4	1,101
5)	5	1,128
6)	6	600
	Total Area	5.549

And forming part of the layout of the larger properties which are more particularly described in the Firs Schedule written hereinabove.

signed, sealed and delivered WITHINAMED PROMOTERS Mehul C. Siroya	} } } }	For Bhakit Enter, rises Partners
In the presence of:  1. Shri  2. Shri  SIGNED SEALED AND DELIVERED BY THE WITHINAMED PURCHASER SHRI/SMT/M/S.Shridhar.H.  Katakahand.	<pre>} } } } } } </pre>	K. Drillyer
In the presence of:-	١.,	Sub-Registro

1. Shri ......

Qh<sub>e</sub>i



#### RECEIPT

RECEIVED of and from the PURCHASER withinnam	ed a sum of
Rs 11.000/-	/- (Rupees
Eleveen Thousand Only only):	as and by way
of earnest money/and other amounts withinmentioned to	be paid to us
as follows:-	

DATE	BANK/CASH	CHEQUE NO.	AMOUNT (RUPEES)
226 08	Cash		11,000/-
	<u> </u>		<u> </u>
		<u>-</u>	
	TOTAL RUPEES		

**WE SAY RECEIVED** 

#### FOR BHAKTI ENTERPRISE

(PARTNERS)



सम्बं नं बिन्हिती ह्रोख	<u>्रकारम अध्यक्ता स्</u>	हरस्य (आ २ ज्यांकि सैंहरुधा (तयार स्ट	धकार व्यामळख पणकः) लो ६ मस्थितीत ठेवणे ) 🚈
	िनयम १९७१-यांतील नियम १, ५	্, ६ ফালি ৩ ]	तहसीसः अस्
भूमापन भूमापन	भोगवटदाराचे नांव	खाते क्रमां	. ४५८
क्रमांक   उपविभाग		क्ळाचे हो	
2:19 (CA) 2 H	पंरशिनाध राम	12 7	वसई-3
ताचे स्पानिक नांव	कांताबाई पंदरीना	म रोश्री - दर	त क. ि 1 २००८
गवडी योग्या क्षेत्र हिंबटर आर प्रति	भरत पंदरीनाद्य	228	20183
	नद्धिशोर चंद्रश	नाह्य चित्रंति 🖳	Name and Address of the Owner, where the Party of the Owner, where the Party of the Owner, where the Owner, which is the Owner, which
9946-46	दिलात्रेय चंद्रश्रेना	7-25:51 Eus 314	कार—तुक्तरा
प्रण <u>१९७५ - ००</u>	, , ,,,,,,,,,	पें चेंद्रारी	
ाः ।व (लागवडा   योग्य नसक्षेत्रे )	सुनंदा भरत है	नेंडारी	
वर्ग(अ)	न्त्रिक्षाना नंदिक्ष	शार पेटारी	
<b>東東州</b>	अखा दत्तीत्रय 803 (द्र	$\sim$	
आकारणी इयरे पेसे जुडी किया विशेष		७०५) हीमा आ	णि भूमापन चिन्हेः
आफारणी 99 ≭पु	ط		
	प्रदा सम्बद्धाः चान्सः ( अभिनेत्व व नीदवद्धाः (तयार करणे व		९७१ यांतील नियम २९ ]
	· पिकाखा <b>लील खेत्राचा</b> त		
	म्यालील क्षेत्र निर्मेळ ि	पेकाखाळील क्षेत्र लागवडी	
	पिकाचे बल अजल निकाचे		बमीन साधन हु है है है
अभाक्ष्मिल सिंचित सिंचित ११४४	नाव सिचित सिचित नाव ६ ७ ८ १	रिंचित पिंचित स्वरूप । १० - ११ १२	सेंब समिन हिं
00 PT		ह. आ. ह. आ.	है. आ.
200		999	e-00
(अश्वन्न वर्ष्ट्रकृम नक्षरः)	दिनाक 201	P.13008/	Marie
•	VIII 200	—, U	चळाठी समा, निक्रेपं
			<b>ता. यसहं,</b> क्षि. ठा

Sul-Registra

किल्डान्धाकारो कायालय, ठाण **दस्त क.** 1२००८ क्रमांक्रमहर्त्तारक्षाः १८३छ. ९८एन पक्तिरस्स्मा ४८ विनाक: - ३७ - २-१९५०

वानने:-- १) श्रामिता क्षिताबाई रामभागाउन्में दारत व इतर -राएणार-निक्षीरे, यांचा दिनांग ४, ११,८८ दा अर्ग व ्याचे पास्तुविशागरवाचे दि. २, ३,९० चे प्राः

> २) तस्तिलदार प्राहिध≢ याचि पत्रा क्रा विनशीती/एसआर्र/स ५०७/ का क्रिक्रभर कीतांक २८०२० १९८९०

> असामगर आधुर्गा, मुंबई मेहानगर प्रदेशा विकास प्राध्मिकरणा आदिन्य मुंबई यावि:कडील पत्रा क्रमांच विख्यप्टिशायप्त्रप्र (५५१)/५१२/१०८/९०, दिगांक ए. २.९०

ए) अप्पर (जल्हार्ययोकारी, ठाणो चंग्वेक्डील जलीप्यारीक संदर्भ के सम्पर्भरका. ४८० ३८० वृत्सं दिन्तक ५. ३- ९००

------------

जादेश्य:--

्याज्ञाति, जामती वासावादी रामधाहुर पेटारा कहतर राज्यार-विकेशीरे, वासी काणी किल्ल्यातील वस्त तालुक्यामद्याल गाँज-विकेशीरे, यापठकाणीं भूभापन क्रमांक १२२ है१ दीका ६५८०=०० वास्तिक व १२४ दीका ६९३०=०० मद्यामि आपल्या माल्क्यीट्या विभिनीतील १३५१०=०० वास्तिविद्या भागाचा राडिवास या अकृत्वक प्रयोजनार्थों यापर करण्यादी परकानगी मिल्ल्याबाबत अर्थ केलेला आहे.

त्याजयान, जाता महाराषद्व जमान महसून अधितियम १९६६ वे काम अब अन्यो जिल्हातियामारी जाणी याँच्याकी निहित करण्यांत असे असे जिल्हातियामारी जाणी याँच्याकी निहित करण्यांत असे असे असे असे अधित कर्ण अधितकारी रामभागा वेदारी, यागीवर भाज वेदारी, वांत क्षाक वेदारी, असे क्षाक वेदारी, कृषणाकुमार भाज वेदारी, पंदरीनाथा रामभाज वेदारी, कांतायार्थ वेदारी, कांतायार्थ वेदारी, कांतायार्थ वेदारी, कांतायार्थ वेदारी, वित्रायार्थ वेदारी, वित्रायार्थ वेदारी, वित्रायार्थ वेदारी, विद्यायार्थ वेदारी, विद्यायार्थ वेदारी, विद्यायार्थ वेदारी, व्याययार्थ वेदारी, व्यायया व्याययां विद्यायार्थ व्यायया व्यायया व्याययाच्या व्याययाच्याच्या व्याययाच्या व्याययाच्या व्याययाच्या व्याययाच्या व्याययाच्या व्याययाच्या व्याययाच्या व्याययाच्या व्याययाच्या व्यायव्याया क्षेत्रे व्यायया व्याययाच्या व्याययाच्या व्याययाच्या व्यायव्याया क्षेत्रे वेदारी व्यायया

त्र वर्षा प्रमाणि जाया वर्षा प्रमाणि स्वाप्त । जाना सर्व नेतृत देण्याचे जायते क्रिक्ट आदिः यो जनन्मामार्थाः च्यावस्त्रीके संस्थानिकामा व्यक्तिकाम

२) अनुवाप्नां अध्यवस्थिति अन्य वर्ग्यामा विभिन्न है है है उभारतीया अवस्थित किंवा अन्य वर्ग्याकामाया सिर्फ्रिके देखे บาน ปี. จ

ज्या अयोजनार्था अवयोग करण्यात वरकानगी देण्यात आ<del>मं अतेल एका</del>
अयोजनार्था केलल केला वास्ति आगणा त्यामं अशां ज्यान विकास अयोजनार्था केलल केला वास्ति आगणा देमहता यांचा ज्यार कोणात्यासी अयोजनार्था जिल्लाप्याकारी जाणी, यांच्यांक्यून अथा अधाचितन अयोजनार्था विकास वास्ति विकास क्यांचाय वासर क्रिक्स कामा नथे. अभारतीच्या यापराज्या जमिनीचा यापर क्रिक्यांत क्षेत्र.

३) अशार्ष वरवात्मी देणां-या प्राधिका-याकृत अशाः शृक्षित्ती विद्याः त्यावे वे कोणातेला उपभूकि करण्यावाका मंतुरी प्रवाला अतल त्या उपभूकित्ती आणाका पोटिक्शामणा करण्यावाका अस्माऊ परवाको क्षिणाच्याकावाच अनुवासको असा। भूकिति विद्यालय उपभूकिति आणाका पोटिक्शामका कृता कामा न्ये.

भी अनुसानाही व्यक्तिने अभित्य किता है कि स्ति समाधान - हिल्ल अभागिति अभाग जिल्ला कि स्ति, गटा है कि सिंधून आगण कि आगण जिल्ला कि सिंधून आगण कि स्ति कि सिंधून आगण कि सिंधिन कि सिंधून अभागि कि अभागि कि सिंधिन कि सिंधन कि सिंधन

भी अनुवानाता व्यन्तीत अता भूषांड विकायवा देतेल किंदा स्वाची धरार प्रकार पिल्डेबाट लावायवी अतेल लेर अगार अनुवाना किंदा स्वाची हो अनुवान केंद्रिया गतिन हो अहिल लेर अगार अनुवान केंद्रिया गतिन हो अहिल स्वाची अन्य प्रकार पाला करणा विकास केंद्रिया प्रकार विकास विकास केंद्रिया हो कि विवास केंद्रिया हो विकास विकास केंद्रिया हो कि विवास केंद्रिया केंद्

व] प्रताचित इमारत किंवा अन्य कींगतिष्टी काम्। आल्याम)यांच्या बांधाकामात सुरधात करण्यापूर्धी अनुंबागाष्टी स्वलानि[ग्रीन्धीने ग्रामक्धापत वांची अते वांधाकाम करण्याधिकायांची आव्यक ती परवान्गी मिन्धिनो हे अभाग स्थवतीयर बंधानकारक असेत.

जा अमा स्तृतिका शांधाकाता नियंत्राणा करण्याचे अधिकार मुंबर्ध महान्त्रस्त प्रदेश प्रदेश प्राधाकरणा, बाद्रा, मुंबर्ध याचेको निग्हत झालेल आहेत-तरो अनुवाद्राह्य व्यस्तिम प्रहाराष्ट्रद्र प्रदेशिक नगर रचना -अधिमानियम १९६६ वे काम अस अन्येचे सदर प्राधिकरणा करून समारतीचे नकारी मंजूर करण होतिले प्राहिकेल.

0-3) महानगर आधुका, मुंबई ग्रहानगर प्रदेश निष्या प्रणास प्राप्त स्वादा मुंबई भाषास्त्र प्राप्त स्वादा स्वादा प्रणास प्राप्त स्वादा स्वा

अधुवासास्य व्यक्तीने असार बार सीच



पान नं ३

परंजानको देण्यात आकृषि अतेन त्या प्रयोजनार्थ तथा विभागात अनुन्त्रातात परंजानको देण्यात आकृषि अतेन त्या प्रयोजनार्थ तथा विभागात अनुन्त्रातात वापरं जरण्यात कृषि । करण्यात अति तथा विश्व विभागात वापरं जरण्यात कृषि । करण्यात वापरं विश्व विभागात वापरं विश्व विभागात वापरं विश्व अश्वाक आकृष्यात वापरं विश्व पाहिले अश्वाक जिमनीच्या यापरात क्षेणात्याही पृक्षात्व आकृष्यात व्यव करण्यात आना सर त्याप्रयंगी , निराच्या वराणे अश्वाक आकृष्यात अश्वाक सर्वाक स्वाक प्रयोगी विश्व अश्वाक आकृष्यात व्यव अश्वाक आकृष्यात विश्व अश्वाक आकृष्यात विश्व अश्वाक अश्वाक आकृष्यात विश्व विश्व अश्वाक अश्वाक अश्वाक विश्व विश्व विश्व विश्व विश्व विश्व अश्वाक अश्वाक अश्वाक अश्वाक विश्व विश्व

११) ही अपूर्णिक दराने आकारणाची हमी दिनांक २१.७.१९९१ रोजो संवणाए-था कालायहानियन्तिय आहे. स्थानंतर अकृता दरात-सुद्धारणा करण्यांत आलो क्षेत्रेल तर या दरांची फेरतपासणा करण्यात विद्याल.

१२] जिमनोच्या अकृषिक धापरास तुस्थात केन्द्रां पूर्व सहिन्याच्य आरा अनुवाद्राचीने जामनीच्या भोजणाीची की दिली प्रानीक्षे

१२) भूभाषत विभागाकपून विभिनीयी मोजणी करण्यात आल्यानंतर अशार विभिन्ने कितके प्रत्यवा बोशाफर आह्रकूनने विभिन्नेतर्या बोशाफर नुसार या आदेशास आणि सनदीमध्ये नमूद केले दोशाफर तसेव अकृष्टित्य आकारणी यास बद्दल करण्यास विदेश

.१९) वामनाच्या अपृष्टिक वापरांत तुरवात पेल्याच्याः दिनांकापासून एक माहिन्याच्या कालावधारत अनुवानाही ध्यक्तीने महाराष्ट्र जमिन गहतूनां वामनीच्या वापरात वदल व अपृष्टिक आकारणो नियम १९६९ यातीन अनुमूची यांच मध्ये अवेल्या नगुन्यांत एक तनद करन देउन तीत् या आदेशातील सर्व शाली समाविष्ट करणो त्यात बंधानकारक असेन.

१५) अनुभाषानी ध्यक्तीने आजुबाजूच्या परिसरात अस्पद्धता व धारणार निर्माणा क्षेणार नाकी अशा रिलीने आवस्था स्वतः द्या धार्यने आपनी प्राणा पुरवञ्चाकी व सांड्याण्याका निवस करणवाची धार्यक्ष्या केली प्राक्ति

१६] ध्रिमा अधिक्षम आदिशास आणि सम्भीत नेमध् केतेल्या-श्राणीविशे को जारथा छ। श्राणीये अभुनात्राधी प्रमान केल्यास अगर आणि आपार्था उपार्थ एता श्राणा स्थाप असा अल्ब्स्ट केल्या प्रमान केल्यास श्राणा केता नेपाल को प्राणीय केल्या स्थाप असा अल्ब्स्ट केल्या केल्

72.67

वसई- 3 दसा क.€ 1200८ 33/83

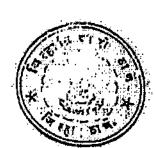
### पानं नं ।

परवानमीच्या तस्तुद्धीविस्ट्य जाउन कोणातीको सभारत किया सांटाकाम उसी करण्यांत आले अतेल किंवा अशा धरतुदी विस्टद रथा इमारतीया विदेश वर्गणाच्या वर्षर करण्यात आला अतेल तर विभागविष्ण्य-मुद्धतीच्या आस अवार्ग रिक्षीचे अभागरमेखी, इमारत कांच्न टाक्णवा-ोंदेहानी पर्वता तात केरवदन करणवा विदायों वाणवा द्या -र्वाज्यान्याः, म्याने निदेशा देशोः औष्टार सेमतं अतेल सतेष ठाण-नाय्या भणत्वापिष्टा-धाला अशारि व्यास्त किंवा बाँधावाम काद्व वादण्याचे ार्वना त्यात केरबद्धल वेरणदार्विवाम करतुन पीर्णनावाः किना त्यातप्रत्यथाः ्रातिका अर्घ अनुकानुसारका व्यक्ताम्बद्धन जमान महत्वाची व्यक्ताकी म्हणान वेतन करन घोण्याचा आधाकार अतेत. ादिनेती हा परवासीत, मुंबई पुन्दाहिवाट व शीरानगीत जारितानिका १९६८ तहाराज्यू महामधीतावत जामानिया जाणित नगरपानिका आधारियका इत्यादीतार्ख्या त्या त्यावेळी अंगलात अस्तित्या इत्र कोणारवाली कामस्याचे वे कोणारीले उपबंधा प्रकरणाग्या अन्य संवंतित वायांत्रिम वाधतात लागु होस्तेल त्या उपर्यंतार्या अधिन ડારેલન-いびアー××××××

> [गो.धा. पिंगुळ्कर] जिल्हा धिकारो अणी.

भीगती वितासाई रामभागाः पेंटारी च इत्तर एदारा: - वर्धेद्व शेषाची जन्ड पार्टवतं, २२/८६, के.आर. स्ट्रीए, गुंबई-३

जोका/३१-३.९०



निस्ताधिषप्रिण, ठाणे वारीता १५३०।३१००





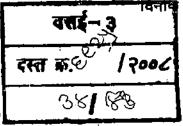
### THEFI शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०१ २१० दुरध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६

संतर्भ क. :cidco/vvsr/cc/bp-3497/W//568.

16/01/2007

Shri Bharat Pendhari, Self & P.A. Holder of Others, Sopare, Bhander Ali, Dananjay Stop, Nallasopara(W), Dist. Thane.



Commencement Certificate for the proposed Residential/ Resi, with Shopline Buildings on land bearing 5.No.122 & 124, Plot No.1 to 17, Village Nilemore, Tal. Vasai, Dist. Sub: Thane.

Order No. REV/D-1/T-9/NAP/SR-305/88, dated Ref: 1) /03/1990 from the Collector,

No.TPS-1204/185/C.No.38/2004/UD-12. 2) Appeal order dated 10/02/2004.

dated 10/02/2004.
TILR M.R.No.730, dated 2/05/1990 for measurement.
Assurance letter from Nallasopara Municipal Council
vide letter dt.23/09/2004 for potable water supply.
NOC for construction work from Nallasopara Municipal
Council vide letter dated 23/09/2004.
EE(BP-VV)'s Report dated 24/08/2004.
Your Licensed Surveyor's letter dated 5/01/2007.

5)

Sir/Madam,

Development Permission is hereby granted under Sec. 45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII of 1966) to Shri Bharat Pendhari Self & P.A. Holder of Others.

This drawing shall be read with the layout plan approved vide letter No. CIDCO/VVSR/CC/BF-3497/W/1977, dated 8/06/2005 and the. mentioned in the letter No.CIDCO/VVSR/CC/BP-3497/ conditions W/1975, dated 8/06/2005. The detail of the buildings are given below.

·						
Sm.	PREDOMINANT	SECTOR	BLDG	.NO. OF	NÖ.OF	B.U.A.
	USE	NO.	NO.	FLOORS	TENAMENT	(in sq.mt)
	,					
1.	Residential	II	1	Gr.+ 4.	40 Flats	1496.32
2.	Residential	II	3	Gr.+ 4.	40 Flats	1647.90
3.	Resi with	III	2	Gr.+4/P	t.53 Flats	& 2165.97
	Shopline		•		18 Shops	· <b></b>
				:		

Contd...2..



दिणीकृत कार्यालय : 'निर्गल', दुसंरा मजला, नरीमन पॉईट, मुंबई - ४०० ०२१. दूरध्वनी ५६५ 🙌 👵

## शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जिं, ठाणे ४०१ २१०

दुरध्यनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड-९५२५०) २३९०४६६

...2...

| 20**0**2

This order is to be read along with the accompanying ud This certificate shall remain with this letter. period of one year commencing from the date of its issue.

The amount of Rs.65,500/-(Rupees Sixty five thousand five hundred only) deposited vide Challan Nos.6589 & 6590, dated 5/01/2007 with CIDCO as inrest free Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other building Control Regulations & Conditions attached to the Dermission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation. forfeiture shall be on prorata area of the concerned building.

You shall obtain clearance from Maharashtra Pollution Control Board before approaching this office for any next stage.

Encl: a/a.

Yours faithfully,

c.c. to :

 M/s. Ajay Wade & Associates, A/6, Sai Tower, Ambadi Road, Ambadi Road, Vasai(W), Tal. Vasai, Dist. Thane.

- 2. The Collector, Office of the Collector, Thane.
- 3. The Tahasildar Office of the Tahasildar, Vasai.
- 4. The Chief Officer, Nallasopara Municipal Council, Nallasopara.
- 5. CUC (VV) .... For information please.

र्गोदणीकृत कार्यालयः 'निर्मल', दुसरा मजला, नरीमन पॉईंट, मुंबई • ४'०० ०२१ : दरध्यनी ५६ 🌓



P. Hari

B.Com.,(HONS),L.L.B.,PGD.,HRD.,BM.,IMP-EX ADVOCATE, HIGH COURT

वसर्-३

LEGAL POINT

OMICE : FLAT NO. A/2, KOMAL, PATEL NAGAR, STATION ROAD, BHAYANDAR (W).

商問題商

DIST. THANE - 401 101. TEL. : (O) 2814 3472 (R) 3095 6747 CELL : 93237 99112

### CERTIFICATE OF TITLE

- I have been instructed by one M/S. BHAKTI ENTERPRISES. , partnership firm, constituted under the provisions of the Indian Partnership Act 1932, having its place of business at Shop No. 1. Kedarnath Building, 60. Feet Road, Bhayander (best), Taluka & District Thane 401 101, in respect of properties bearing details as under:
- Pendhari & Others. were absolutely seized and nossesses of and/or otherwise well and sufficiently entitled to all bust praces and parcels of lands or dround bearing Old Sorres No. 122/1 & 124. both situate. lying and being at Villag. Bilemore. Taluka Vasai, District Thank. hereinafted referred to as "The Said Entire Property".
- The District Collector. Thane by and vede or order has sanctioned lay-out (hereinafter february to a "The Said Layout") of the said Entire Land and the same consist of several sub-divided plots of diverse cases.
- 3) As per the said Sanctioned Lawout, & (six) was sub-divided plots are having details as upperso

		(SQ. PETRS.)
	ang ting pan men nengangan pangan dan mengapanak dan nengapang dan mengapan dan mengapan dan sebagai pan dan s	ne no po de ne ne vector en estas en antidas en rasa de partidas en estas en estas en estas en estas en estas e
3.)	3.	1.150
2)	2	480
3)	3	1.081
c) 4	4	1.163

PLOT NO.

SR.NO.



·· 2 -

वसई- 3 दस्त क.ह<sup>977</sup> २००८ 30 / 83

5)

5

1.128

6)

 $\mathcal{L}$ 

600

Total Area

5.549

and the same are hereinafter collectively referred to as "The Said Land/Property".

- 4) By and vide an agreement dated 14th April. 2004, the said Shri. Pandharinath Rambhau Pendhari & Others. nave sold, transferred and assigned the Said Property in favour of Shri. Viral Dinesh Vora. at and on the terms, and conditions and for considerations? Which are more particularly described in the said agreement.
- 5) On account of various reasons, the transactions as contemplated under the said agreement dated 14th April, 2004, could not be completed.
- By and vide a tri-parte agreement dated 17th endust. 2004. the said Shri. Pandharinath Rambhau Pendhari have appointed the abovesaid M/s. Bhakti Enterprises. to develop the Said Property. 'at and on the terms and conditions and for considerations which are more narticularly described in the said agreement.
- Rambhau Pendhari & Others, have also made and executed an General Power of Attorney, in favour of the partners of the said M/s. Bhakti Enterprises, vide a seperate writing, privileges, which are more particularly described in the said writing.

2)





P. Hari

B.Com.,(HONS),L.L.B.,PGD.,HRD.,BM.,IMP-EX ADVOCATE, HIGH COURT LEGAL POINT

OFFICE: FLAT NO. A/2, KOMAL, PATEL NAGAR, STATION ROAD, BHAYANDAR (W),

DIST. THANE - 401 101. TEL. : (O) 2814 3472

(R) 3095 6747 CELL: 93237 99112

... 3 ..

दस्त क. ह

8) A scirch of the Said Property is being carried out for 30 years and during the search no trasanctions in respect of the Said Property is revealed.

9) From the berusal of the aforesaid writings and based on the search carried out of the Said Property. in my opinion, the title of the Said Property, is clear and marketable and free from any encumbrances.

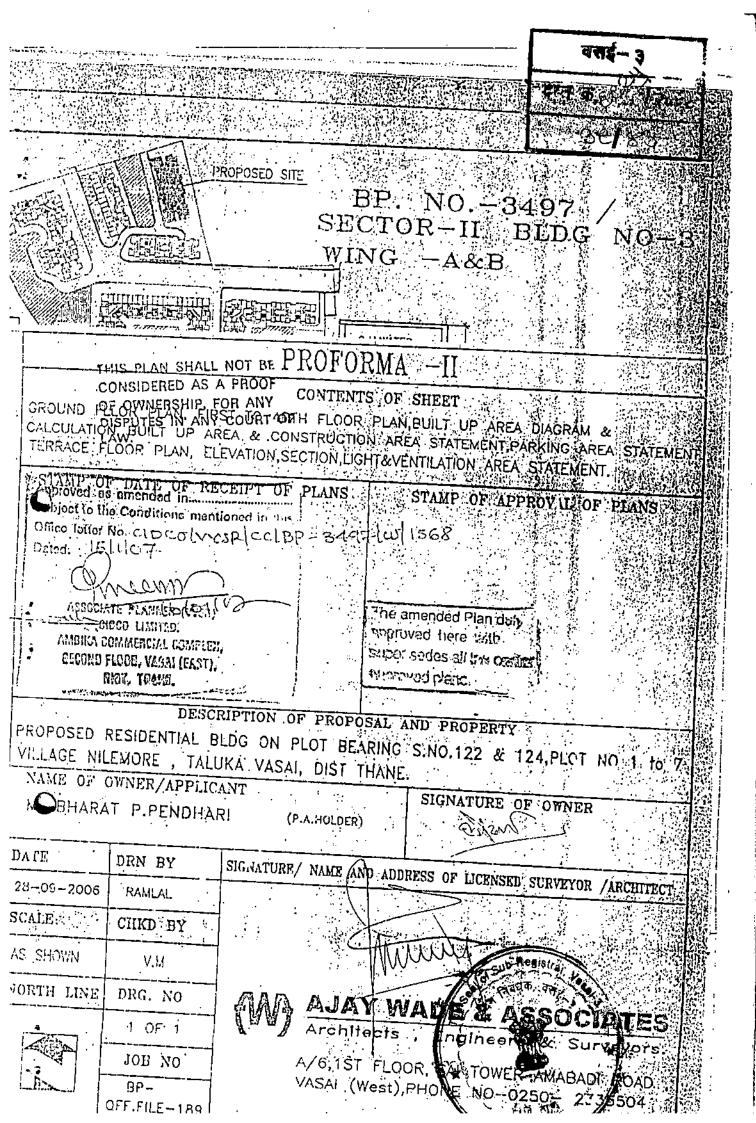
(15 Allamy)

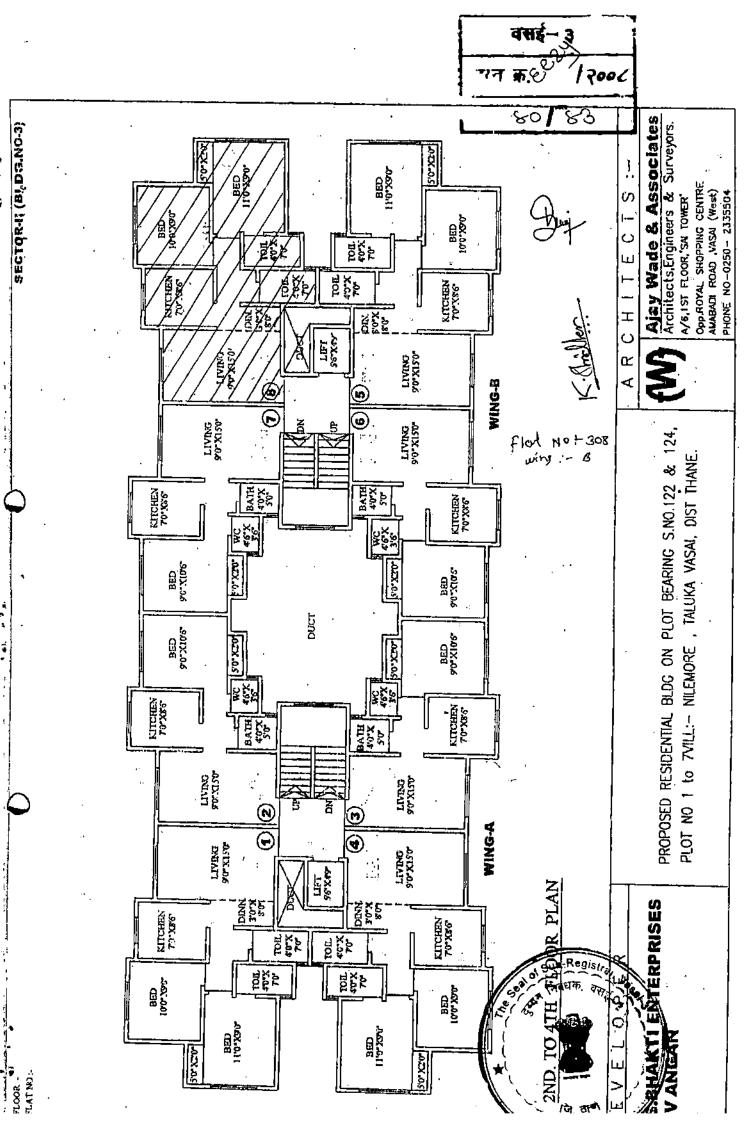
Advocate. High Court.

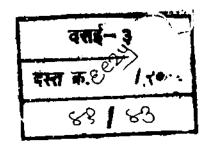
Bhavandar.

19th September. 2005.









or Subtest

帝 Ti 塾 GO

भारत सरकार GOVT OF INDIA

MRIONAL MALPEKAR

STUBBLE MALPEKAR

1.4/10/1989

Country Advantage CVPL12V2SH

- frismaniant

g. -1...



STATION CANTAL SCOMETAX DEPARTMENT CANTAL DATIATREY RAUT

भारत सरकार GOVT OF INDIA

DATTATREY RAUT

18/10/1983

Adold a glassification ALOPR4184P

ALOPHATBIE

organite ia.

God of Sub-Registral

DESIGNATION DISTRIBUTION DE LA PRINCIPALITA DEL P

25/06/2008

दुय्यम निबंधकः

:01:46 pm

वसई ३

दस्त गोषवारा भाग-1

वसइ३

दस्त क्र 6925/2008

दस्त क्रमांक : 6925/2008 दस्त्वाचा प्रकार: करारनामा

🗜 🕫 . पक्षकाराचे नाव व पत्ता द्वांवः श्रीधर एच कटकधोंड --

] पताः घर/फ्लॅट नंः सी/109

गल्ली/रस्ताः -

ईमारतीचे नावः वल्लम अपार्ट

इमारत नं: -पेठ/वसाहतः -

शहर/गावः नालासोपारा प

तालुकाः वसई पिनः -

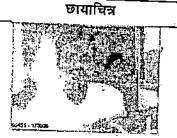
पॅन नम्बरः

लिहून घेणार

पक्षकाराचा प्रकार

वय

सही





नांवः में भक्ती एंटरप्रायझेस तर्फे मागीदार मेहुल सी

पत्ताः घर/पलॅट नंः -

गल्ली/एस्ताः

ईमारतीचे नावः केदारनाथ

इमारत नं: -पेठ/यसाहतः -शहर/गावः भाईंदर तालुकाः ठाणे पिनः

लिहून देणार

वय

प्तही

30







### IRRA NATRA BANKA BANKA KARANTARA NA KATANTARA NA MARANTARA NA MANAKA NA MANAKA NA MANAKA NA MANAKA NA MANAKA N

#### दस्त गोषवारा भाग- 2

वसइ3

(6925/2008) दस्त क्रमांक

> ধঔ ક્યુ

दस्त क्र. [वसइ3-6925-2008 ]चा गोषवारा

बाजार मुल्य :927641 मोबदला 1700000 भरलेले मुद्रांक शुल्क: 84600

दस्त हजर केल्याचा दिनांक :25/06/2008 12:56 PM

निष्पादनाचा दिनांक : 24/06/2008 दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 25/06/2008 12:56 PM

शिक्का क्र. 2 ची वेळ : (फी) 25/06/2008 01:00 PM शिक्का क्र. 3 ची वेळ : (कबुली) 25/06/2008 01:01 PM शिक्का क्र. 4 ची वेळ : (ओळख) 25/06/2008 01:01 PM

दस्त नोंद केल्याचा दिनांक : 25/06/2008 01:01 हैं।

17000 :नोंदणी फी

नांवः श्रीधर एच कटकधोंड --

पावती क्र.:6938

पावतीचे वर्णन

:नक्कल (अ. 11(1)), पृष्टांकनांची नक्कल 860

दिनांक:25/06/2008

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

17860: एकूण

द्. निबंधकाची सहीं, वसई 3

ओळख :

व्यक्तीशः ओळखत खालील इसम असे निवेदीत करतात की, ते दस्तुऐवैज

व त्यांची ओळख पटवितात.

1) हितेंद्र एस मालपेकर - - ,घर/पलट्ट नं गल्ली/रस्ताः सेजीवनी चाळ, कमीटी हर्नुमार्तुं नगर, कार्द

र्डमारतीचे नावः अमेय अपार्ट

ईमारत नः -

पेठ/वसाहतः -

शहर/गावः नालासोपारा

तालुकाः वसई

पिनः -

2) सचिन द राऊत - - ,घर/फ्लॅट नंः

गल्ली/रस्ताः -

ईमारतीचे नावः जय पॅलेस

र्डमारत नः -

पेठ/वसाहतः -

शहर/गावः विरार प

तालुकाः वसई

पिनः -

दु, निबंधकार्ची सही वसई 3

प्रमानित करण्यात बेले कि, बा दस्तामध्ये एक्ष ..... पाने आहेत

क्रिकी, दुष्पम निर्वक्त, वसर्व-३

गारीक 2.4 माके. Q.E. कन. 200 ८

युस्तक क्रमांक ..... 6624.... क्यांकावर नोंदरी

दुस्तम निर्वेशक, वसर्थ-५ सारीक 24 माहै 06 सन २००८



## AGREEMENT FOR SALE

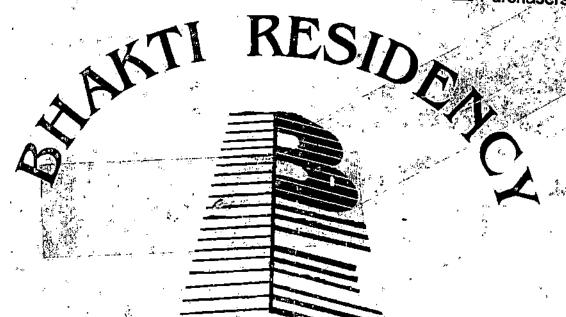
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_200\_\_\_

# BHAKTI ENTERPRISE

**BUILDERS & DEVELOPERS** 

Name

Purchasers



FLAT NO. \_\_\_\_\_ON \_\_\_\_\_FLOOR IN\_\_\_\_\_BUILDING

### **ADVOCATE**

P. HARI

A/2, Komal, Patel Nagar, Station Road, Bhayandar (W), Dist. Thane - 401 101.

ARCHITECTS

AJAY WADE & ASSOCIATES

A-6, Sai Tower, Arnabadi Road,