

543/958

पावती

Original/Duplicate

Monday, February 28, 2022

नोंदणी क्र. :39म

11:04 AM

Regn.:39M

पावती क्र.: 1082 दिनांक: 28/02/2022

गावाचे नाव: ममदापूर

दस्तऐवजाचा अनुक्रमांक: कजर2-958-2022

दस्तऐवजाचा प्रकार : विक्री करारनामा

सादर करणाऱ्याचे नाव: श्री. भावेश महेंद्रकुमार बोरा - -

नोंदणी फी

रु. 19500.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 21500.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे  
11:24 AM ह्या वेळेस मिळेल.

S.R. KARJAT 2  
सह दुय्यम सिव्हील कर्जत क्र.२

बाजार मूल्य: रु.1496000 /-

मोबदला रु.1950000/-

भरलेले मुद्रांक शुल्क : रु. 117000/-

1) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2502202205444 दिनांक: 28/02/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.19500/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013668280202122E दिनांक: 28/02/2022

बँकेचे नाव व पत्ता:

*BSM*



28/02/2022

सूची क्र.2

दुय्यम निबंधक : दु.नि. कर्जत 2

दस्त क्रमांक : 958/2022

नोंदणी :

Regn:63m

गावाचे नाव : ममदापूर

(1) विलेखाचा प्रकार	विक्री करारनामा
(2) मोबदला	1950000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1496000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:रायगड इतर वर्णन : , इतर माहिती: मौजे.ममदापूर,ता.कर्जत,जि.रायगड येथील सर्व्हे नं.151,प्लॉट नं.12 या बिनशेती मिळकतीवर बांधण्यात आलेली डिसेन्ट अपार्टमेंट या इमारतीमधील तिसऱ्या मजल्यावरील मदनिका नं.303 ज्याचे क्षेत्र 33.59 चौ.मी कारपेट मिळकत येणेप्रमाणे.( ( Block Number : 303 ; ) )
(5) क्षेत्रफळ	1) 33.59 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.डिसेन्ट विल्डर्स अँड डेव्हलपर्स तर्फे भागिदार श्री.शहजाद अहमद सिद्दीकी -- वय:-43; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा.रूम नं.47,हनीफ चाळ,कुरेश नगर हिल,कुर्ला ईस्ट,मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400070 पॅन नं:-BAKPS1764C
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-श्री. भावेश महेंद्रकुमार बोरा -- वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा.पंतनगर पोलिस स्टेशन च्या बाजूला,51/1523,गार्डन व्हिए,सी.एच.एस,पाटकोपर,मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400075 पॅन नं:-AACPV1738J
(9) दस्तऐवज करून दिल्याचा दिनांक	25/02/2022
(10)दस्त नोंदणी केल्याचा दिनांक	28/02/2022
(11)अनुक्रमांक,खंड व पृष्ठ	958/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	117000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	19500
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

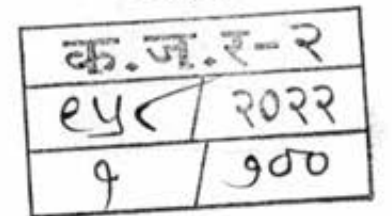
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(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.



सह दुय्यम नियंत्रक कर्जत क्र.२

मूल्यांकन पत्रक ( ग्रामीण क्षेत्र - बांधीव )						
Valuation ID	202202257580	25 February 2022,05:02:27 PM				
मूल्यांकनाचे वर्ष	2021					
जिल्हा	रायगड					
तालुक्याचे नांव :	कर्जत					
गांवाचे नांव :	ममदापुर-आंबिवली					
क्षेत्राचे नांव	Rural	सर्व्हे नंबर / न. भू क्रमांक :				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक चौ. मीटर	
4760						
<b>बांधीव क्षेत्राची माहिती</b>						
मिळकतीचे क्षेत्र	40.308 चौ. मीटर	मिळकतीचा वापर	निवासी सदनिका	मिळकतीचा प्रकार	बांधीव	
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे वय	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर	Rs.4760/-	
उद्दवाहन सुविधा	आहे	मजला	1st To 4th Floor			
Sale Type - First Sale						
Sale/Resale of built up Property constructed after circular dt.02/01/2018						
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी) * मजला निहाय घट/वाढ						
= (37100 * (100 / 100)) * 1						
= Rs.37100/-						
मजला निहाय घट/वाढ = 100% of 37100 = Rs.37100/-						
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र						
= 37100 * 40.308						
= Rs.1495426.8/-						
Applicable Rules : 3,18,19						
<b>एकत्रित अंतिम मूल्य</b>						
= मुख्य मिळकतीचे मूल्य + खुल्या जमिनीवरील वाहन लक्षाचे मूल्य + बंदीस्त वाहन लक्षाचे मूल्य + लुगलुग्या गळीचे मूल्य + वरील गळीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + बंदीस्त बाल्कनी + स्वयंचलित वाहनलक्ष						
= A + B + C + D + E + F + G + H + I + J						
= 1495426.8 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0						
= Rs.1495426.8/-						
= र चौदा लाख पंच्याणव हजार चार शे सत्तावीस /-						





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**CHALLAN**  
MTR Form Number-6



GRN	MH013668280202122E	BARCODE		Date	25/02/2022-12:01:23	Form ID	25.2
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Department		Inspector General Of Registration		Payer Details			
Type of Payment		Stamp Duty Registration Fee		TAX ID / TAN (If Any)			
				PAN No.(If Applicable)		AACPV1738J	
Office Name		KJT_KARJAT SUB REGISTRAR		Full Name		BHAVESH MAHENDRAKUMAR VORA	
Location		RAIGAD		Flat/Block No.		FLAT NO 303 THIRD FLOOR DECENT	
Year		2021-2022 One Time		Premises/Building		APARTMENT	

Account Head Details	Amount In Rs.						
0030046401 Stamp Duty	117000.00	Road/Street	VILLAGE MAMDAPUR TAL KARJAT				
0030063301 Registration Fee	19500.00	Area/Locality	DIST RAIGAD				
		Town/City/District					
		PIN		4	1	0	1
		Remarks (If Any)	PAN2=BAKPS1764C~SecondPartyName=SEAHJAD AHMED SIDDIQUI-				
		Amount In	One Lakh Thirty Six Thousand Five Hundred Rupees O				
		Words	nly				
<b>Total</b>	<b>1,36,500.00</b>						



Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	0004057202202038247 CK59319907			
Cheque/DD No.		Bank Date	RBI Date	25/02/2022 12:02 Not Verified with RBI			
Name of Bank		Bank-Branch	STATE BANK OF INDIA				
Name of Branch		Scroll No. , Date	Not Verified with Scroll				



Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही .

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**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-543-958	0006670451202122	28/02/2022-11:04:36	IGR149	19500.00

GRN : MH013668280202122E Amount : 1,36,500.00

Bank : STATE BANK OF INDIA

Date : 25/02/2022-12:01:23

2	(IS)-543-958	0006670451202122	28/02/2022-11:04:36	IGR149	117000.00
<b>Total Defacement Amount</b>					<b>1,36,500.00</b>



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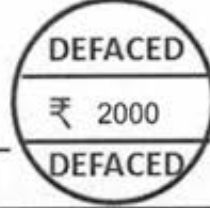


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	2502202205444	Receipt Date	28/02/2022
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Received from BHAVESH MAHENDRAKUMAR VORA, Mobile number 8460285106, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 958 dated 28/02/2022 at the Sub Registrar office Joint S.R. Karjat 2 of the District Raigarh.



**Payment Details**

Bank Name	SBIN	Payment Date	25/02/2022
Bank CIN	10004152022022504958	REF No.	CHI7852691
Deface No	2502202205444D	Deface Date	28/02/2022

This is computer generated receipt, hence no signature is required.



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CHALLAN  
MTR Form Number-6



GRN	MH013668280202122E	BARCODE		Date	25/02/2022-12:01:23	Form ID	25.2
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Department	Inspector General Of Registration	Payer Details					
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
Office Name	KJT_KARJAT SUB REGISTRAR	PAN No.(If Applicable)	AACPV1738J				
Location	RAIGAD	Full Name	BHAVESH MAHENDRAKUMAR VORA				
Year	2021-2022 One Time	Flat/Block No.	FLAT NO 303 THIRD FLOOR DECENT				
		Premises/Building	APARTMENT				

Account Head Details	Amount In Rs.								
0030046401 Stamp Duty	117000.00	Road/Street	VILLAGE MAMDAPUR TAL KARJAT						
0030063301 Registration Fee	19500.00	Area/Locality	DIST RAIGAD						
		Town/City/District							
		PIN		4	1	0	1	0	1
		Remarks (If Any)	PAN2=BAKPS1764C-SecondPartyName=SEAHJAD AHMED SIDDIQUI-						
		Amount In	One Lakh Thirty Six Thousand Five Hundred Rupees O						
Total	1,36,500.00	Words	nly						

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK						
Cheque-DD Details		Bank CIN	Ref. No.	00040572022022588247		CKS9319807		
Cheque/DD No.		Bank Date	RBI Date	25/02/2022-12:24:02		Not Verified with RBI		
Name of Bank		Bank-Branch	STATE BANK OF INDIA					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					

Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल मुख्य निबंधक कार्यालय नोंदणी कार्यालय दस्तासाठी लागू आहे . नोंदणी न करताच्या दस्तासाठी सदर चलन लागू नाही .

Mobile No. : 8460285106



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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2502202205444	Date 25/02/2022
Received from BHAVESH MAHENDRAKUMAR VORA, Mobile number 8460285106, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Karjat of the District Raigarh.	
Payment Details	
Bank Name SBIN	Date 25/02/2022
Bank CIN 10004152022022504958	REF No. CHI7852691
This is computer generated receipt, hence no signature is required.	



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Flat No. 303, Third Floor

In "**DECENT APARTMENT**" At = Mamdapur,

Actual Value Rs. 19,50,000/-

Market Value Rs. 13,71,000/-

Stamp Duty Rs. 1,17,000/-

## **AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made at Mamdapur, Tal - Karjat,  
Dist - Raigad on this ---th day of February 2022.

### **BETWEEN**

**M/S DECENT BUILDERS & DEVELOPERS THROUGH ITS AUTHORIZED PARTNERS MR. SEAHJAD AHMED SIDDIQUI,** Age - 45, (PAN NO. BAKPS1764C) Indian Inhabitant, Residing At Room No 47, Hanif Chawl, Quresh Nagar, Hill, Kurla [E] Mumbai 400070. Hereinafter called and referred to as the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm his/her/their executors and administrators and the survivor of them the heirs, executors and administrators of the last survivor) **of the ONE PART;**

### **AND**

**MR. BHAVESH MAHENDRAKUMAR VORA,** Age - 47, (PAN NO. AACPV1738J) An Adult Indian Inhabitant/S, Residing/ Having His/Her/Their Address - Near Pant Nagar Police Station, 51/1523, Garden View C.H.S., Matkoper East, Pant Nagar, Mumbai - 400075. hereinafter called and referred to as 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

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heirs, executors, administrators, assigns/its successors 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, executors, legal representatives, administrators and assigns/its successors 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 SECOND PART.**

**AND WHEREAS M/S DECENT BUILDERS & DEVELOPERS**, through its Partners 1) **MR. SEAHJAD AHMED SIDDIQUI** taken herein under mentioned Non Agricultural land property bearing **Survey No. 151 Plot No.12, Area 434.00 Sq.Mtr**, for development which is situated at village Mamdapur, Tal. Karjat, Dist. Raigad, said development agreement was registered at sub registrar office by its registration bearing no. 1776/2017.

**AND WHEREAS M/S DECENT BUILDERS & DEVELOPERS** prepared the plan of the said building and submitted for approval to the competent authorities. **The Raigad Zilla Parishad, Alibaug has granted the permission of construction, vide its office order No. जल.क. राजिप/ग्रापं/नेसविप्रा/१७१/२०१७ दि. २६/०४/२०१७** as such the building plan is approved by Town planning Alibaug Raigad, **M/S DECENT BUILDERS & DEVELOPERS** has commenced/completed the construction of the building as per approved plan, thereon.

**AND WHEREAS** the Developers / Builder has entered into a standard agreement with an Architect registered with the council of Architect and such agreement is as per the agreement prescribed by the council of Architect. Whereas the Developers / Builder has appointed an Architect and a structural Engineer for the preparation of the structural design and drawing of the



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buildings and he accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

**AND WHEREAS** the Promoter have proposed to develop the said Property by constructing buildings of Ground plus Four storied building named "**DECENT APARTMENT**" hereinafter referred to as the said Property more particularly described in the First Schedules hereunder written.

1. **AND WHEREAS** the Karjat Tahsildar, order dated 25/08/1981 bearing order no. 81/LNA-SR-318, issued for conversion of land in to non agricultural Purposes.

2. The plan for constructing the buildings on the said Property are duly sanctioned by the Town planning office alibag consisting of the building having Ground plus four floors;

3. The PROMOTER is entitled to sale all the saleable flats, premises, and rights and benefits out of the said land for such price and terms and conditions as it deems fit and proper.

4. The PROMOTER through their Architect **Vastu Rachna consultancy** (Registered with the Council of Architecture), having his/ her address at. 1<sup>ST</sup> floor, Yogeshwari Apartment, B wing, above Mahad Bank, Opp. Karjat, Muncipal Karjat, have prepared building plans by initially utilizing permissible FSI and have already started the construction of the Sale building (herein after referred to as '**the said Building**') upon the portion of said Property in accordance with the revised letter of intent, layout and plans sanctioned by the Authority and/or further approvals and /or necessary amendments thereof, subject to the compliance of the conditions and direction which may be issued by the said Authorities from time to time;

5. **The Title Report dated 09/09/2017** issued by **Advocate A.P.DUKARE** in respect of right of the development of the said



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Property of Village Mamdapur, Taluka Karjat, District -Raigad is annexed and marked as **Annexure-'----**' hereto;

6. The Promoter have appointed **ATUL KUDTARKAR AND ASSOCIATES** as RCC Consultants and have entered into standard Agreement for carrying out construction of the said Building/s and also have entered into standard Agreement with the Architect for preparing plans of the said Building/s. The Promoter have also appointed Chartered Account to maintain the accounts for the said Project.

7. The Purchaser/s is / are informed and is aware and hereby accepts that the Promoter are free and entitled to amend and/or modify the said plans and add to the said Building as may be possible and permissible. Provided however that the same does not in any manner prejudicially alter the plan and specifications of the Flat agreed to be purchased by the Purchaser/s hereunder and as permissible/ required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

8. The said Project is an ongoing Project the Promoter shall apply for the registration of the said Layout forming the part of the said Project with the Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Promoter are awaiting the registration no.

**ES2000018828.**

The PURCHASER/S being interested/agree to purchase the Residential flat in the said Building being constructed has /have approached the PROMOTER and on perusal of the plans and documents, title, and specifications he/she/they has/have

approved and booked the **Flat No.303, Area 33.59 Sq.Mtr Carpet Third Floor in said Building known as "DECENT APARTMENT"** the terms and conditions hereinafter referred and therefore requested to the PROMOTER to sell the same to the



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Purchaser/s and the Promoter/s hereby declares that prior to the execution of this Agreement, the PROMOTER have given him/her/them the complete inspection of the entire set of title, deeds, layout, plans, all documents etc. of the said Property and are fully satisfied about the right/title of the PROMOTER, all plans sanctioned by the authorities, the designs, specifications etc., submitted to authorities as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

- a) The Purchasers has demanded and the Promoters have given to the Purchasers a complete inspection and also handed over the copy of the following documents :- Nature of Development work and the PROMOTER rights, and title of the said Properties and encumbrances thereto, along with all relevant documents;
- b) Nature and particulars of fixtures, fitting and amenities to be provided in the said building & Flat/s etc, to be constructed on the portion of said Properties are set out in the list annexed and marked as **Annexure-'C'** hereto;
- c) All particulars of design and material to be used in construction of the said building;
- d) The natures of organization of person to be constituted and to which the title to be passed, being a Co-operative society governed by the provision of Maharashtra Co-operative Societies act, 1960. and the rules there under as per approval of the Rehabilitation Scheme;
- e) The various amounts that are to be paid inter-alia towards the ground rent, betterment charges, land revenue assessment, development charges, Lease Charges, municipal deposits, municipal/Grampanchayat and other taxes and water and electricity charges including water



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deposit and electricity deposit , which would be for the time being in force;

- f) Commencement Certificate bearing No.
- g) Authorities approved plans for construction up to Ground +Four Floor;
- h) All plans and specifications duly approved and sanctioned by the authority of the sale building to be constructed on the said Properties;
- i) Properties Cards issued by the concerned Authorities;
- j) Survey Plans of the said Properties;
- k) Demarcation Plan of the said Properties;
- l) Title Certificate etc.

1. The Purchasers has/have satisfied himself/herself/itself hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the PROMOTER title to the said Properties as also the rights of the PROMOTER to sell the Flats/Shops on ownership basis and the Purchasers shall not raise any requisitions or objections hereinafter; The Purchasers/ has / have, by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoters to the said Properties as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.



2★ The PROMOTER has got Commencement Certificate to construct said buildings as per sanction plan. The PROMOTER will obtain further C.C. to construct remaining work on upper floors in the said sale building from the Concern authorities if permitted. The unit Purchasers is aware that the PROMOTER will construct

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**No.303, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT"** (hereinafter referred to as "the said premises") and which is more particularly described in the Second Schedule hereunder written and *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) being constructed on the portion of said Property as per layout/ or amended approved plans more particularly described in the **FIRST SCHEDULE** hereunder written for a total consideration of **Rs. 19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only)**. The Typical Floor plan of the said Premises is annexed hereto & marked as **Annexure "D"**. (The price of the flat including the area of balcony, verandas, and proportionate price of the common areas and facilities.).

13. The carpet area of the said premises is **33.59 Sq.Mtr** The term "carpet area" means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the Purchaser/s / Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser/s /Allottee/s, but includes the area covered by the internal partition walls of the said premises. The said area is subject to permissible variation under the Act and the Rules.

The Purchaser/s has / have seen and approved the Building and floor plan, and have understood the nature and quality of construction and fittings, fixtures, facilities and amenities to be provided in the said premises as per the general specifications and amenities to be provided in the said premises as set out in the **Annexure 'C'** annexed hereto.



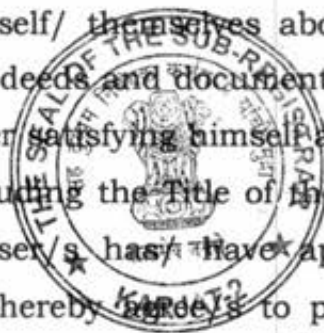
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more than sanction plan if permitted at any time in future after obtaining further C.C. from collector of Raigad. The Purchasers shall not object to work on additional floors being constructed and sold by the PROMOTER at any time in future;

10. The Purchaser/s has/have satisfied himself/herself/itself hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the PROMOTER title to the said Property as also the rights of the PROMOTER to sell the Flats/Shops on ownership basis and the Purchaser/s shall not raise any requisitions or objections hereinafter; The Purchaser/ has / have, by virtue of his having executed this Agreement, is deemed to have accepted the title of the Promoter to the said Property as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.

11. The PROMOTER has got Commencement Certificate to construct a said building consisting Ground + Four Floors. The PROMOTER will obtain further C.C. to construct remaining work on upper floors in the said sale building from the Concern authorities as per layout and/or amended approved plan. The unit Purchaser/s is aware that the PROMOTER will construct remaining work on upper floors at any time in future after obtaining further C.C. from concern authority. The Purchaser/s shall not object to work on additional floors being constructed and sold by the PROMOTER at any time in future;

12. On satisfying himself/herself/ themselves about the plans and after the perusal of various deeds and documents, specifically referred to herein above and after satisfying himself as regards the other terms and conditions including the Title of the Promoter to the said Property, the Purchaser/s has/have applied to the Promoter for allotment of and hereby hereby to purchase Flat



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15. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

16. Under Section 13 of the said Act the Promoter are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. The Promoter has informed to the Purchaser the format for agreement for sale may be further modified in due course of time as required under the law or as may be advised by the attorney of the Promoter in light with the said Act. And the Purchasers have consented for same. The Promoter has further informed the Purchaser that Promoter at present developing "**DECENT APARTMENT**" having Ground floor to Four floors; under this phase and if permissible in future, under the prevailing rules at his own discretion will develop/construct additional floors and register the same as an independent project with the RERA Authorities. Both the Promoter and the Purchaser/s hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project. And the Purchasers have consented for same.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

The parties hereby acknowledge and confirm that the aforesaid recitals form an integral part of this agreement.

**1. ACT AND RULES GOVERNING THE AGREEMENT:**

This Agreement shall always be subject to the provisions contained in the Real Estate (Regulation and Development) Act, 2016 (RERA) or any amendment thereon or re-enactment thereof for



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the time being in force or any other provisions of law applicable from time to time and the rules framed there under. Under the provisions contained in the Real Estate (Regulation and Development) Act, 2016, the Promoter are the Promoter and all references herein shall be read and construed accordingly. The said Real Estate (Regulation and Development) Act, 2016 shall be hereinafter referred to as the "Act" and the Rules framed there under shall be referred to as the "Rules".

## 2. INSPECTION OF DOCUMENTS AND SITE VISIT:

The Purchaser/s has / have taken inspection of the Agreements, Sanctioned Plans, title, and other relevant documents required to be given by the Promoter/s under the provisions of the Real Estate (Regulation and Development) Act, 2016 in respect of the said property and the Purchaser/s has / have visited the site of construction and made himself /herself /themselves familiar with the terms and conditions imposed by the relevant authorities.

## 3. ADDITIONS AND ALTERATION:

The Promoter shall under normal conditions construct building/s on the said property in accordance with the said plans and specifications duly approved and sanctioned by the concerned authorities. It is agreed that the Promoter shall, save as permissible under the Act and the Rules, not make any additions and alterations in the sanctioned plans, layout plans in respect of the said premises, Property or building, as the case may be, without the previous written consent of the Purchaser(s)/ Allottee(s).

Provided however, in case if any change, addition, alteration in the layout plans are required by the sanctioning Authority then such additions, alteration, shall be carried out without seeking any prior permissions from the Purchaser(s) / Allottee(s) and the

Purchaser(s)/ Allottee(s) shall not challenge, dispute or raise any objection against the said changes in the sanctioned plans.

Provided further that the Promoter may make such minor additions



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or alterations as may be required by the Purchaser(s) / Allottee(s) or such minor changes or alterations as shall be required by concerned Authorities as per the provisions of the Real Estate (Regulation And Development) Act, 2016 or any other act, statute or law governing the development of the said Property. The Promoter shall keep the said revised plans and specifications at the office of the Promoter for inspection of the Purchaser/s.

**4. SALE OF PREMISES AND PAYMENT CONDITIONS:**

1) 4 (a) The Purchaser/s hereby agree/s to purchase **Flat No.303, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT"** which is to be constructed on the portion of the said Property and pro rata share in the common areas [{"**Common Areas**"}] as defined under clause (n) of Section 2 of Real Estate (Regulation and Development) Act, 2016] (hereinafter referred to as the said Premises and which is more particularly described in the Second Schedule hereunder written) for a total consideration of **Rs.19,50,000/- (Rupees Nineteen Lakh Fifty Thousand Only)**. out of which **Rs.2,00,000/- (Rupees Two lakh Only)** was paid by the Purchaser to the Owner/Developer by Cheque/cash as a part consideration in following Manner:

Date	Name of Bank	Cheque No.	Amount
24/02/2022	ICICI BANK	IMPS 205520410350	1,00,000/-
25/02/2022	AXIS BANK	314592	1,00,000/-
		<b>TOTAL</b>	<b>2,00,000/-</b>

The said price is fixed on lump sum basis and has no bearing on the actual measurement. The said area is liable to vary on actual measurement and the Purchaser shall not be entitled to



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claim any rebate in price if the variation in the area is upto 5%. (This price is fixed with a understanding that the Purchaser will not claim any rights on the stilt area and parking of the said building ).

Balance Amount of **Rs. 17,50,000/- (Rupees Seventy lakh Fifty Thousand Only)** shall be paid by the Purchasers **AFTER BANK LOAN within 30 Days**, If loan is not sanctioned then Purchaser shall arrange the above said consideration amount as payment Schedule in Following manners given below:

4 (b) The Purchaser hereby agrees that the Promoter shall provide a Parking Space as per prevailing DCR rules. Further that the Purchaser shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoter.

4 (c) The said total consideration excludes Taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, LBT, Service Tax, and Cess, GST, Stamp Duty and Registration fee (as and when made applicable) or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoter payable in accordance with the rules, regulations and notifications applicable at the relevant time up to the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s)/Allottee(s) to the Promoter shall be increased/reduced based on such change / modification. Further the Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax / GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such



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payment is not accompanied with the applicable Service Tax / GST.

- 4 (d) The Promoter shall periodically intimate to the Purchaser(s) / Allottee(s), the amount payable as stated in Clause 4(a) above and the Purchaser(s) / Allottee(s) shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, if asked by the Purchasers, the Promoter shall provide to the Purchaser(s) / Allottee(s) the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective.
- 4 (e) The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in Taxes, Charges, Cess which may be levied or imposed by the competent authority from time to time. The Promoter agrees that while raising a demand on the Purchaser(s) / Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall on demand of the Allottee shall provide the copy of the said notification/order/rule/regulation which shall only be applicable on subsequent payments.
- 4 (f) The Carpet areas of the said premises is in accordance with the definition of the Carpet area as per the Real Estate (Regulation and Development) Act, 2016. Further, the Promoter have informed the Purchaser/s and the Purchaser/s is/are aware that the carpet area mentioned in this Agreement is on the basis of unfinished internal wall surface, area under RCC Column and shear wall and other such structural members of the premises and the carpet area of the said premises upon completion shall include the



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plastering on the Wall, POP, if any, the areas under the wall and under RCC columns, shear walls and other structural members. Therefore, the Promoter have informed the Purchaser/s and the Purchaser/s is aware that there is likelihood that there can be some discrepancy in the Carpet area mentioned in this Agreement and the carpet area of the said premises upon completion. The Certificate issued by the Architect certifying the above area shall be final and binding on the parties. The Purchaser/s hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) after the construction of the Building/s is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Premises from the Project Architect. In case there is any reduction in carpet area, then Promoter shall refund the excess money paid by Purchaser(s) / Allottee(s) within the time prescribed in law with annual interest at the rate specified in the Rules and if there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoter shall demand the increased consideration from the Purchaser(s) / Allottee(s) in the immediate next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4 (a) hereunder.



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The Promoter have also informed the Purchaser/s categorically and the Purchaser/s has/ have agreed/

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understood that all the Rules and Regulations governing the sale of Flats/ Commercial Units by the Promoter and / or development of the said Property by the Promoter and this Agreement shall be governed by Rules and Regulations under Real Estate (Regulation and Development) Act, 2016.

4 (h) The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoter that at the time of execution of this Agreement, the Purchaser/s shall deposit with the concerned authorities under Income Tax Department (if applicable), the entire TDS presently applicable at 1% of the total consideration or such amount of TDS as shall be applicable from time to time and the Purchaser/s shall file the necessary return of such TDS with the Income Tax authorities within the stipulated period under the Income Tax Act, 1961 and shall also issue the TDS Certificate to the Promoter within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoter are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case, if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4 (i) Provided that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Purchaser shall pay an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter to the Purchaser producing such certificate within 4 months of the possession. Provided further that in



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case the Purchaser/s fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be within stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivables from the Purchaser/s.

**5. MODE OF PAYMENT:**

The payment of all the above installments/payment will be accepted by Cheque / Demand Draft / Pay Order / NEFT / RTGS Only and as per the Payment Schedule annexed hereto. The Cheque /s or Demand Draft or Pay Order should be drawn in favour of: **"M/S DECENT BUILDERS & DEVELOPERS"** and shall be sent to Office of Promoter, either by Hand Delivery or by Registered A/D or by Courier (Acknowledges Due in all types of Deliveries). In case if the Purchaser/s has / have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoter the UTR Number, Bank details and such other details as shall be required by the Promoter to identify and acknowledge the receipt of the payment by the Promoter.

**6. TIMELY PAYMENT OF THE INSTALLMENTS:**

6(a) The Promoter shall give a Notice to the Purchaser/s intimating the Purchaser/s the amount of the installment or the balance amount payable by the Purchaser/s to the Promoter in accordance with the payment schedule annexed hereto as **Annexure E** (Time being essence of the contract) and within 15 days from the date of letter, the Purchaser/s shall pay the amount of the said installment or the balance amount to the Promoter.

Both the parties hereby agree with each other that timely payment of all the above installments and every other amount payable by the Purchaser/s under these presents to



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the Promoter shall be the essence of this contract. Both the Promoter and the Purchaser/s has / have mutually agreed that the Purchaser/s shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, defaulter demur. In case if the Purchaser/s has/ have obtained / shall obtain from any Bank/ NBFC or Money Lenders finance/ Loan on the said premises, then it shall be the sole and absolute responsibility of Purchaser/s herein to ensure that the disbursement of all the instalments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Agreement. Both the Promoter and Purchaser/s has/ have further agreed that in the event of the Purchaser/s committing any delay, default or demur in paying any three instalments then and in that event, the Promoter shall give 15 days Notice to the Purchaser/s to pay all the outstanding amounts together with fresh instalments (if the same becomes due and payable). If the Purchaser/s fail/s to pay the entire outstanding amounts to the Promoter within the time prescribed under the Act and the Rules, then the Promoter shall be entitled terminate and cancel this Agreement and all legal consequences as per the Act and the Rules shall follow. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoter. It is further agreed by the parties hereto that part payment of any installment shall be construed to be the default in the payment of the said installment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or



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judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoter shall be entitled to resell the said premise to such third person / party, as the Promoter may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resell.

- 6(c) It is agreed by the Purchaser/s that till such time as he / she / they has / have paid to the Promoter the entire consideration with or without interest amounts (as the case may be), as are stipulated hereinafter and all other outstanding amounts payable in respect of the said Premises, he / she / they shall not claim any right, title, interest or possession in, of, over and upon the said Premises.

**7. CANCELLATION BY PURCHASER(S) / ALLOTTEE(S):**

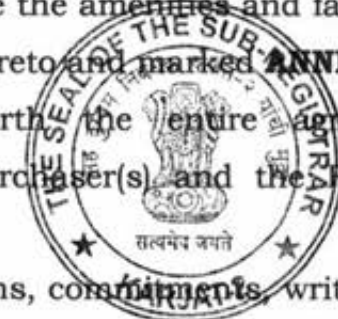
The Purchaser(s) / Allottee(s) shall has / have the right to cancel / withdraw his/her/their allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein are entitled to forfeit 20% of the total consideration for the allotment. The Promoter shall deduct Service Tax, VAT and /GST, brokerage or any other amount due and payable by the Purchaser/s and / or paid by the Promoter in respect of the said Premises. Also the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises up to the date of termination of this Agreement. However in case if the Promoter receive a credit/ refund of the service tax amount paid on this transaction, from the Statutory Authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon. Subject to the terms and conditions of mortgage NOC or any other confirmation given to



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any Bank, NBFC, Financial Institution, in case of the mortgage of the said premises, the balance amount of money paid by the Purchaser(s) / Allottee(s) shall be returned by the Promoter to the Purchaser(s) / Allottee(s) within 45 days of such cancellation without any interest. In this case, the Purchaser/s will not be entitled to any claim / demand Registration charges, Stamp Duty or interest paid by them. In the event of such Cancellation,

- a. The Promoter shall be entitled to resell the said premise to such third person / party, as the Promoter may deem fit, necessary and proper.
  - b. The Purchaser(s) / Allottee(s) shall cease to have any right against the Promoter in respect of the said premises or any part thereof.
  - c. The Promoter shall be entitled to brokerage, if any paid by the Promoter while booking the said premises in the name of the Purchaser.
  - d. The Promoter shall not be liable to pay to the Purchaser/s any interest, compensation, damaged, costs or otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/ its/their claims under this Agreement and/ or in or to the said premises.
  - e. The Purchaser(s) / Allottee(s) shall not create nuisance on the site resulting in danger/damage to the said Property or life;
- 8.** The Promoter shall provide the amenities and facilities as per the List of Amenities annexed hereto and marked **ANNEXURE "C"**.
- 9.** The Agreement sets forth the entire agreement and understanding between the Purchaser(s) and the Promoter and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser(s) and the Promoter prior to the date of



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execution of this agreement; but any document which is registered after the registration of this deed shall be binding on both parties.

- (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
- (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
- (d) The Purchaser(s) agree/s and acknowledge/s that the sample flat constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoter are not liable / required to provide any furniture, items, electronic goods, tiles, colour of wall painting, fittings, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.

10. The Purchaser(s) hereby admit and confirm that the Promoter have prior to entering into this Agreement, informed the Purchaser(s) and the Purchaser(s) has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser(s). Further prior to this Agreement, all Brochures, Pamphlets, Literature and/or Plans published / issued by the Promoter are not binding on the Promoter.



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**11. RIGHTS OF THE PROMOTER TO AMEND THE LAYOUT AND OBTAIN AMENDMENT IN SANCTION PLANS AND TO UTILIZE THE ENTIRE FSI/ ADDITIONAL FSI/ TDR OR ANY INCREMENTAL FSI:**

The Purchaser/s hereby agree, declare and confirm that the Promoter shall have irrevocable rights for the purpose as set out herein below & the Promoter shall be entitled to exercise the same as if Purchaser/s has/ have given prior written consent to the Promoter as required under the said Act. However, with the view to remove any doubt, the Purchaser/s hereby confers upon the Promoter such right /authority to the Promoter for the purpose as set out herein below:-

(a) The Promoter hereby declare that no part of the said Floor Space Index for the said Property has been utilized by the Promoter elsewhere in any other Property for any purpose whatsoever. The Promoter shall be entitled to consume the entire F.S.I / Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) / Additional FSI as may be available in respect of the said Property or any part thereof at present or in future by constructing additional floor(s)/Wing(s) on the portion of the said Property in accordance with the Act and Rules, as the Promoter shall think fit and proper.

(b) In case, the said floor space index has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Sanctioning Authorities ~~the~~ <sup>the</sup> detailed particulars in respect of such utilization of said Floor Space Index by them.

(c) In case, while developing the said Property, the Promoter have utilized any Floor Space Index of any other land or Property by way of floating Floor Space Index or otherwise howsoever, then the ~~particulars~~ <sup>particulars</sup> of such Floor Space Index



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shall be disclosed by the Promoter to the Sanctioning Authorities.

- (d) Without modifying the plan of the said Premises, the Promoter shall be entitled to amend, modify and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof as may be permissible under the Act and Rules.
- (e) The Purchaser/s or the Society of the Purchaser/s of all premises holders shall not raise any objections on any ground as to Promoter rights reserved hereunder and as shall be available to the Promoter under the Act and the Rule.
- (f) The PROMOTER shall also be entitled to sell the TDR and/or DRC of the said Property or any part thereof, exclusively for its own benefit, and the Purchaser(s) / Allottee(s) /the Society of the Purchaser(s) shall not raise any objection or claims for such sale and transfer.
- (g) Irrespective of possession of the said premises being given to the Purchaser/s or not, the rights under this clause and/or under this Agreement reserved for the Promoter to exploit the potentiality of the said Property, shall be valid, subsisting and binding on the Purchaser/s & shall continue to vest in the Promoter even after the execution of the Deed of Assignment/ Lease/ Transfer in favour of the Co-Operative Society that shall be formed. The Purchaser/s hereby agree/s declare/s and undertake/s not to obstruct, create hindrances, challenge or dispute the rights of the Promoter to carry out the construction and development and to utilize and exploit full potentiality of the said Property. The Purchaser/s further agree/s not to challenge, dispute or hamper such development that the Promoter may carry out either on the grounds of



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nuisance, inconvenience or health grounds or any other grounds or reasons whatsoever.

(h) The aforesaid provision regarding construction to be carried on in future by the PROMOTER and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser/s as member shall continue to remain in effect even after the project is completed;

12. The Promoter have further informed the Purchaser/s and the Purchaser/s is / are aware that he/she/they shall use the said premises only for the Residential /Commercial purposes and he/she/they shall not change the user of the premises. Shops shall be used for the commercial/business purpose only and shall not be utilized for residential, warehouse, etc or any such other purposes and Flat shall be used for Residential purpose;

**13. PURCHASER/S COVENANTS:**

The Purchaser/s for himself/ herself/ themselves with intention to bind accepts and agrees himself / herself/ themselves and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with the Promoter as follows:

(a) It is hereby agreed by the Purchaser/s that terms and conditions of any agreement executed by the PROMOTER with land owning authorities including State Government shall be binding on the Purchaser/s;

(b) To pay to the Promoter such amounts as shall be required to pay to the concerned authority for obtaining its NOC / permission for the sale of the said premises by the Promoter to Purchaser/s and to do such deeds, documents and to comply with all such terms and conditions as may be stipulated by concerned authority in this regard.

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- (c) To maintain the said premises at his / her their own costs, charges & expenses in good tenantable repair & conditions from the date receipt of intimation from the Promoter that the said premises is ready, irrespective of the fact whether the Purchaser/s has / have taken possession or not & shall not do or suffer to be done anything in or to the Building/s in which the said premises is situated, or to act or to do anything against the rules, regulations and bye-laws of concerned local authorities or Co-operative Society or change /alter or make any addition and / or alteration in or to the said premises or any part thereof, without obtaining prior written consent of the Society that shall be formed.
- (d) Not to store in the said premises any goods /articles which are of hazardous, combustible or dangerous nature or are so heavy that it may damage the construction / structural stability of the building in which the said premises are situated or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor/s which may damage or are likely to damage the common passage, staircase or any other structures of the said building including entrance of the building in which the said premises is situated & in case, if any damage is caused to the building or to the said premises on account of negligence or default of the premises Purchaser/s in this behalf, then Purchaser/s shall alone be liable for the consequences of such breach / default, all cost incurred to rectify the same shall be borne the Purchaser only.
- (e) It is furthermore agreed that if any modification, addition, demolition, variation, construction or alteration is required to be made by the concerned authority due to change in



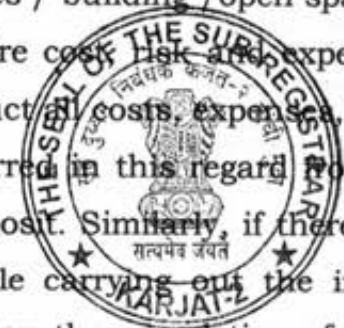
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the prevalent building byelaws or on account of change in policy, then after the receipt of Building Completion Certificate from concern authority the same shall be carried out and complied with by the Purchaser/s at his / her /their own costs and expenses and the Promoter shall neither contribute any amount nor shall they be anywise liable or responsible for the same.

- (f) Before carrying out the interior work in the said premises, the Purchaser/s shall obtain a written consent from the Promoter and shall give full details of the nature of interior work to be carried out in the said premises along with the plans of the proposed interior works. The Purchaser/s shall deposit with the Promoter an interest free refundable security deposit of such amount as the Promoter may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said premises or to the said building or to any of the open areas or if the interior work interferes or damages any of the RCC members of the said building or is not in accordance with law or the permission given by the Promoter or is in contravention of the rules and regulations of the Concerned authorities, then the Promoter shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said premises / building /open spaces in their original form at the entire cost risk and expense of the Purchaser/s and / or deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said premises, upon the completion of all the



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interior works, the Promoter shall refund (without interest) the said security deposit to the premises Purchaser/s.

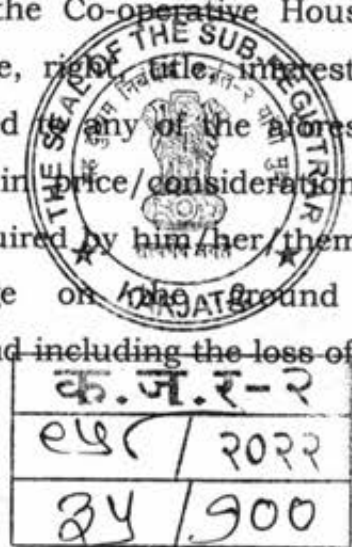
- (g) The Purchaser/s is /are aware that the Promoter are required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s, if there is any damage to any adjoining premises or any premises above or below the said premises or abutting the said premises or to any portion of the said Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such premises or any part of the Building as may be required under the Act and the Rules and the Promoter shall be absolved of the obligation and the responsibility under the Act and Rules.
- (h) Similarly, if as a result of any addition, alteration or changes carried out by the Purchasers to his/ her/ premises, if any other Authority adopts any action either against the Promoter or the said Building/ Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Promoter shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoter may be entitled under the Act and Rules.
- (i) To carry out at their own cost, charges and expenses, all internal repairs to the said premises & maintain the said premises in the same condition, set and order in which it was delivered by the Promoter to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said premises which may contravene the rules, regulations and bye-laws of the concerned local authority



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or the said society nor cause any alterations in elevation or outside colour scheme of the said building/s in which the said premises is situated and shall also keep the sewers, drains, pipes of the said premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the said premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said premises without prior written, permission of the Promoter or the society.

- (j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or building in which the said premises are situated or any part thereof, whereby any increase in premium shall become payable in respect thereof.
- (k) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any part of the said Property and building in which the premises is situated.
- (l) If any time further construction is carried on, as herein before provided by the PROMOTER then he shall be entitled to sell Flat(s)/commercial units/shops in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser/s and the Co-operative Housing Society will not have any share, right, title, interest or claim therein and not be entitled to any of the aforesaid things or claim any reduction in price/consideration of said Flat/Shop agreed to be acquired by him/her/them or the compensation or damage on ~~the~~ ground of inconvenience or any other ground including the loss of air



and/or any rights of easement. The Co-operative Society/ Association of Purchasers or Limited Company shall admit the Purchaser/s as a members of such new and/or additional construction in the society without charging any fees, transfer fees or consideration except share money amounting to Rs. 600/- (Rupees Six Hundred only) from each of them to acquire shares of Society;

(m) The Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the said Property or any part of the Property or arising out of Development of the said Property shall always belong to the PROMOTER. The Purchaser/s or the common organization or Association of Purchaser/s or the Co-operative Society of all Purchaser/s will not have any share, right, title, interest or claim therein. The PROMOTER shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the said Property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the PROMOTER. The Purchaser/s or the common organization or Association of Purchaser/s or the Co-operative Society will not have any share, right, title, interest or claim therein;

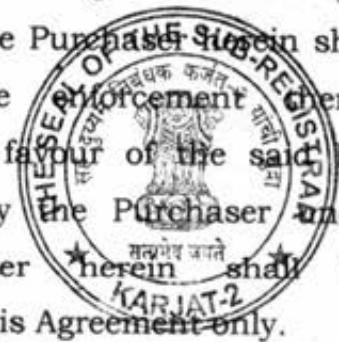
(n) The PROMOTER shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser/s of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchasers of all such Flats shall be admitted as the members of such Co-operative Society



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with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser/s Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser/s at the time of formation and registration shall be charged from such Purchaser/s;

- (o) The aforesaid provision regarding construction to be carried on in future by the PROMOTER and their right to sell the same on ownership basis and the Co-operative Society/ Association of Purchaser or Limited Company to admit such Purchaser/s as member shall continue to remain in effect even after the project is completed;
- (p) The Purchaser/s shall not let, sub-let, transfer, assign or part with possession of the said premises or his/her/their interests or benefits under this Agreement until all dues, payable by him/ her/them to the Promoter under this Agreement are fully paid and only if the Purchaser/s has / have not been guilty of breach for non-observance of any of the terms & conditions of this Agreement or until the Purchaser/s has / have intimated about the same in writing to the Promoter.
- (q) The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser/s herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.



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- (r) That Purchaser/s shall observe and perform all rules and regulations which the society or a limited company may adopt at its inception & the additions, alterations or amendments which may be made therein from time to time for the protection & maintenance of the said building or the said premises therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body /authority or Government. The Purchaser/s shall also observe /perform all stipulations / conditions as laid down by the said society regarding the use /occupation of the said premises in the building & shall contribute punctually towards taxes and other dues /outgoings in accordance with the terms of this Agreement.
- (s) Till the Deed of Assignment/ Lease/Transfer of the said building is executed in favour of the Society and subsequent thereto till the Promoter have completely utilized the FSI / Development potential of the portion of said Property, the Purchaser/s shall permit the Promoter, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Property & building or any part thereof to view the state and conditions thereof. During the course of construction, if the Purchaser/s is/are desirous of visiting the said Property, the Purchaser/s shall obtain a written permission from the Promoter. During such Visits to the Site, in case if there is any accident / mishap or casualty, then the Promoter will not be held responsible or liable in any manner whatsoever.
- (t) In the event of Purchaser/s committing any breach or act in contravention of the above provision, the Purchaser/s shall be liable or responsible for the consequence in



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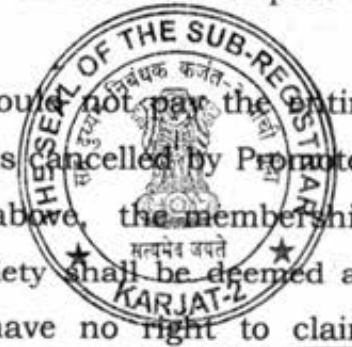


respect thereof to the Promoter or to the concerned local authority or other public authority in that behalf.

(u) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the premises agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the PROMOTER and cause nuisance to neighbouring unit holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said premises whether directly or indirectly through his/her/their agent or tenant, the PROMOTER shall be entitled to cancel this agreement in the interest of public, peace and tranquillity and have the Purchaser evicted from the premises.

(v) Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and will fully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoter with respect of the said premises.

(w) If due to any reason Purchaser could not pay the entire consideration and this agreement is cancelled by Promoter for any reasons mentioned hereinabove, the membership given to the Purchaser in the society shall be deemed as cancel and the Purchaser will have no right to claim anything from the Promoter.



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(x) The Purchaser hereby assure and indemnity the Promoter that he or his family members has not purchase any other unit/flat in said project .

14. During the construction work of the said Building(s) / wing(s), the Promoter can commence the work on any floor or Premises or any particular wing(s) / Building(s) as per their convenience, the Purchaser/s will not object to that and pay his /her /their installment as per the stipulated period. The Commencement of work means the commencement of work of the said Buildings/ wings, and not the commencement of work of particular Premises.

**15. RESTRICTIONS ON THE PURCHASER/S:**

The Purchaser/s has / have agreed declared & confirmed with the Promoter that the Purchaser/s shall:-

a. Having regard to the elevation of the buildings in the said Project, the Purchaser/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoter / that shall be approved by the Promoter. The Purchaser/s shall affix the external grill /railings of such common design as shall be finalized by the Promoter in the manner and as per the specifications given by the Promoter. Accordingly, the Promoter have informed the Purchaser/s that with a view to maintain the esthetics and elevation of the said Building, the Purchaser/s shall, prior to extending railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoter inter-alia undertaking to use similar material and similar design to those already provided by the Promoter in the said premises.

b. Similarly the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the



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Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoter in the manner and at the location identified and approved by the Promoter.

c. Not to put or place flower pots, Vases or any plantations outside the Windows.

d. Not to put any signage or board in the said building or any part thereof or outside the said Flat except as may be permitted by the PROMOTER and or the concern authority;

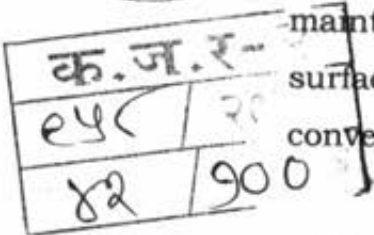
e. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, compound or open spaces.

f. The Lift facility in this Project shall be used as per rules of the Management Company/ Co-operative Society/Condominium of Apartments / Private Limited Company which may be formed for the management of said Building/s / Complex. It is to be economically used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoter. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Management Company/ Co-operative Society / Condominium of Apartments / Private Limited Company which may be formed in future or Promoter shall not become responsible for it and the Purchaser/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages compensation from them and the Purchaser/s hereby give his / her/ their assurance and consent in it.



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- g. The Purchaser/s is/ are aware that the leakage of water from the toilets, bathrooms and Pantry is also likely to happen in said premises as well as from the neighbouring and upper Premises. Leaked water/moisture is likely to appear on the walls of said Premises and that may deteriorate the painting and plaster on the walls. The Purchaser/s is/are aware that water is a substance which is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction. The Purchaser/s herein agree/s that the Promoter shall not be liable for any damage in the said premises due to leakage of water and its various other after effects.
- h. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective premise. All such transportation shall be done using the staircase only.
- i. The work shall be permitted only between 10.00 a.m. to 7.00 p.m. strictly.
- j. The Purchaser/s shall not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the PROMOTER liable for execution of such works;
- k. The Purchaser/s shall not restrain the PROMOTER or their servants and agents from entering upon the said Flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said Flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building



and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

1. The PROMOTER hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings or cell towers etc. on any open spaces in the said Property or said building including on the terrace and compound walls for the said purpose on such terms and conditions as the PROMOTER may desire.

**16. HANDING OVER POSSESSION:**

16(a) the possession of the said premises shall be given by the Promoter to the Purchaser/s upon obtaining the Part Occupation Certificate or Building Completion or Occupation Certificate and such other conditions as imposed by the Authority shall have been obtained from concern authority or body or public authority. The Promoter shall give possession of the said premises to the Purchaser/s on or before -----, subject to Force Majeure and reasons beyond the Control of the Promoter. The Promoter shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God.
- ii. Any notice, order, notification of the Government and / or other public or competent authority.
- iii. Civil commotion, agitation by local persons, strike (full or partial).
- iv. Non availability of any vital building material including cement, steel, sand, etc.
- v. Order / judgment / decree of any judicial or quasi-judicial body or authority restraining the Development of the said Property .
- vi. Any suit, action, litigation, disputes restraining the development of the said Property.



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- viii. Any change in any law, notification, and regulation relating to the development of the said Project.
- ix. Any delay that may be caused due to any matters relating to Government Department and all other related matters.
- x. And also the Promoter shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.
- xi. Similarly, the Promoter shall not be held responsible or liable for the delay in the completion of the Project which is due to the default made by more than 25% of the Purchaser/s in the payment of the installments of the consideration of their respective premises.
- xii. Other Reasonable cause.

16(b) **PROCEDURE FOR TAKING POSSESSION:** The Promoter, upon obtaining the Part / Full Occupancy Certificate from the competent Authority, shall offer in writing, the possession of the said premises to the Purchaser(s) / Allottee(s) in terms of this Agreement to be taken within 15 days from the date of issue of such notice/letter and the Promoter shall give possession of the said premises to the Purchaser(s) / Allottee(s).

16 (c) The Purchaser/s shall be entitled to take possession of the said premises, if the Purchaser/s has/have duly observed and performed all the obligations and stipulations contained in this Agreement and also duly paid to the Promoter all and whatsoever amounts payable by the Purchaser/s under this Agreement. Provided however till such time as the Purchaser/s does /do not pay the entire monetary consideration together with the entire other charges payable hereunder, the Purchaser/s shall not be entitled to obtain the possession of the said premises purchased by him / her them. Provided however, the Purchaser/s shall be liable and



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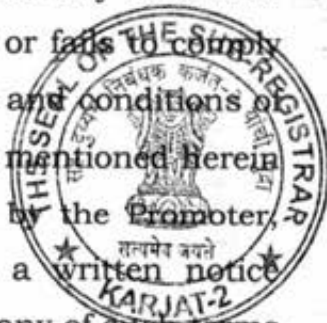
responsible to pay to the Promoter the maintenance charges and other charges as shall be demanded by the Promoter for the said premises irrespective of the fact whether the Purchaser/s has / have taken physical possession of the said premises or not.

16(d) The Purchaser(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s) / Allottee(s) fails to make payments for any demands made by the Promoter as per the Payment Schedule annexed hereto, despite having been issued notice in that regard, then the Purchaser(s) / Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and Rules.

(ii) In case the Purchaser(s) / Allottee(s) commits three defaults for payment of any installment / amounts payable under this Agreement, after giving the Purchaser 15 days written in this regard, the Promoter shall cancel the allotment of the said premises in favour of the Purchaser(s) / Allottee(s). The Promoter shall refund the amount money paid to them by the Purchaser(s) / Allottee(s) without any interest, after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated, subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said premises.

(iii) In case the Purchaser(s) / Allottee(s) commits any default or do / does not adhere to any terms or conditions or fails to comply with any of his / her / their obligations or terms and conditions of this Agreement strictly within the stipulated time mentioned herein or within the time stipulated in law or granted by the Promoter, then the Promoter shall give the Purchaser/s a written notice calling upon the Purchaser/s to rectify / perform any of such terms



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/ obligations / compliances. If after the receipt of the said Notice, if the Purchaser/s fails to comply with such terms / obligations / compliances within a period of 15 days from the date of such Notice, then the Promoter shall in their sole and absolute discretion be entitled to terminate this Agreement and upon such termination all consequence of such termination as per the terms hereof shall follows.

(iv) Time is of essence for the Promoter as well as the Purchaser(s) / Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser(s) / Allottee(s) and the common areas to the Co-operative Society/Association of the Purchaser(s) /Allottee(s), after receiving the Building Completion Certificate / Occupancy Certificate or the completion certificate or both, as the case may be.

16(e) On obtaining the Part Occupancy/Occupancy Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected / provided by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Electricity Board causing delay in sanctioning and supplying electricity or due to the Local authority concerned, causing delay in giving / supplying permanent water connection or such other service connections necessary for using/ occupying the Premises.

On the Promoter offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water.

The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/ her/ their share of security deposit

demand by the concerned local authority or Government for



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giving water, electricity or any other service connection to the said Building in which the said premises is situate.

16(f) The Purchaser/s/ Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s) / Allottee(s) for any purposes other than for purpose for which it is sold.

16(g) The percentage of undivided interest of the Purchaser/s in the common areas & facilities limited or otherwise pertaining to the said Premises hereby agreed to be sold to the Purchaser/s shall be in proportion to the areas of the said premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoter.

16(h) The Purchaser/s hereby declare, confirm and undertake that the Purchaser/s shall not be entitled to sell and /or transfer his / her / their right, title, interest and benefits under this Agreement to any person without obtaining prior in writing "No Objection Certificate" from the Promoter. The Promoter will issue such No Objection Certificate to the Purchaser/s for transferring and assigning the benefits and rights of this Agreement for the said premises, only if the Promoter have received the entire consideration that has become due and payable by the Purchaser/s (including accrued interest along all amounts that are payable as the Agreement with the Purchasers, if any) and upon the Purchaser/s complying with such terms and conditions as may be stipulated under law or by the Promoter.

**17. PAYMENT OF MAINTENANCE CHARGES AND TAXES:**

17(a) Until the Co-operative society or Limited Company is not formed and portion of the said Property and the said Building is not transferred to the Co-operative society or Limited Company



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Concerned Authority taxes and water charges are not fixed and / or assessed separately, the Purchaser/s agree and bind himself/herself/themselves to pay provisional monthly contribution in advance from the date of delivery of possession of the said Premises (the date means the date on which the Promoter shall give notice to the Purchaser/s that the said Premises is ready to be handed over to him/her/them) the proportionate share (i.e. in proportion to the floor area of the said premises) to be determined by the Promoter of outgoings in respect of the portion of said Property and the said Building towards and on account of the State Government taxes and all outgoings taxes and other taxes levies, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, sewage, sanitation, electric bills repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the portion of the said Property and the said Building/s and the Purchaser/s shall indemnify and keep indemnified the Promoter against the aforesaid charges in respect of the said Premises.

17(b) The Purchaser(s) / Allottee(s) further agree/s that till the Purchaser(s) / Allottee(s)'s share is so determined, the Purchaser(s) / Allottee(s) shall pay to the Promoter interest free deposit such provisional monthly contribution and such proportionate share of outgoing in advance for a period of 18 months of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). PROVIDED HOWEVER that the Purchaser/s shall pay such further amounts or amount to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit/s being insufficient to meet the expenses. The amounts so paid by the Purchaser(s) / Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the Deed of



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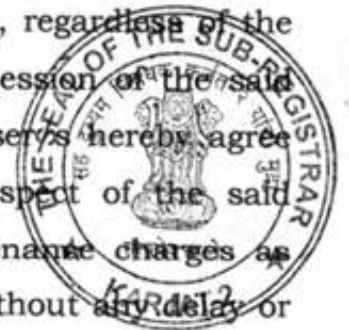
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Assignment/ Transfer of the said building is executed in favour of the said Co-operative society or Limited Company that shall be formed. On such Deed of Assignment/ Transfer being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Co-operative society or Limited Company. The Purchaser(s) / Allottee(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser(s) / Allottee(s) shall be considered as the default on the part of the Purchaser(s) / Allottee(s) and thereby the Promoter shall be entitled to terminate this Agreement in accordance with the terms and conditions contained herein.

17 (c) The Purchaser/s of the said premises shall alone be liable to pay the Property Taxes, to the local body assessed on the said Building, Provided However that if any special taxes and/or rates are demanded by the local body or any other authority by reason of any permitted use other than for residence or any other user of the said Flat, the Purchaser/s alone shall bear and pay such special taxes and rates;

17(d) The Purchaser/s shall be liable to pay to the Promoter their proportionate outgoings, maintenance charges and all other charges / outgoing in respect of the said premises with effect from the date of obtaining the Occupancy Certificate, regardless of the fact that the Purchaser/s is / are not in possession of the said Premises. Under the circumstance, the Purchaser/s hereby agree and undertake to pay to the Promoter in respect of the said premises their proportionate outgoings, maintenance charges as the Promoter may demand from time to time without any delay or objection.



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17 (e) The Promoter shall maintain a separate account (specifically opened to collect the payments towards the advance maintenance) in respect of sums received by the Promoter from the Purchaser(s) / Allottee(s) as advance or deposit, sums received towards the outgoings, legal charges and shall utilize all such amounts only for the purposes for which they have been received. The amounts so collected by the Promoter shall be used for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). The Purchaser shall reimburse the amount/ payments made by the Promoter for and on behalf of Purchaser.

17(f) The Purchaser(s) / Allottee(s) authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser(s) / Allottee(s) undertake/s not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

**18. OTHER CHARGES PAYABLE BY THE PURCHASER/S:**

18 (i) In addition to the agreed consideration, the Purchaser/s shall pay and bear all the following Charges, Deposits and Expenses to the Promoter as and when demanded:

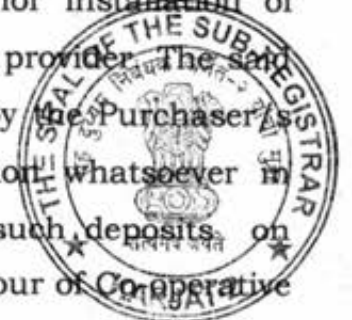
- a) Legal and document charges at the time of execution of this Agreement.
- b) Valuation report.
- c) Development Charges / Transfer Charges / Infrastructure Development Charges payable to the Authority.
- d) Stamp duty and registration charges for Deed of Assignment/Transfer.



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- e) Water and Drainage connection deposit and meter charges or any other charges imposed by the Government authority.
- f) Electricity connection, meter deposit, or any other electricity service provider charges, cable charges and transformer.
- g) Co-operative Society/ Condominium of Apartments /Limited Company formation/ registration charges.
- h) Property Tax.
- i) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- j) Service Tax, VAT, Cess , GST or any other taxes or charges levied by the State or Central Government or Semi Government authorities.
- k) Any other charges, taxes and expenses levied by the Government authorities.

18 (ii) The Purchaser/s further agree/s, undertake/s and declare/s to contribute and pay a proportionate share of the cost of transformer/cable laying and all other required costs, if installed by the Promoter, or any other Electricity service provider before taking over the possession of the said Premises. The Purchaser/s hereby further declare/s that he/she/ they will not object to such payment that is the cost incurred or to be incurred for installation of transformer or payable to any electricity service provider. The said deposits referred to hereinabove shall be paid by the Purchaser/s and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits on execution of Deed of Assignment/Transfer in favour of Co-operative society or body corporate/ organization that shall be formed, shall



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be paid over by the Promoter to the said Co-operative society or body corporate/ organization after deducting there from the amount if any payable by the Purchasers to the Promoter under and in accordance with the provisions of this Agreement. PROVIDED HOWEVER that the Purchaser/s shall pay such further amount/s to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of the said deposit being insufficient to meet the expenses.

18(iii) That the Purchaser/s shall also pay his/her/their share of insurance premium to keep the building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said building with a company to be approved by the Promoter. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever, the Purchaser/s shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser/s shall pay his/her/their proportionate share of expenses for keeping the said building in good and substantial repairs and condition to the satisfaction.

18 (iv) It is understood by the Purchaser/s that whatever payments are made by the Promoter to be further paid by the Purchaser/s in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser/s to the Promoter on demand.

19. The Purchaser/s shall, on or before delivery of possession of the said Flat, pay the PROMOTER the following amounts:

- (i) Rs.6000/- (Rupees ----- Only) Legal expenses from the date of the Agreement till the possession of the Flat are given.



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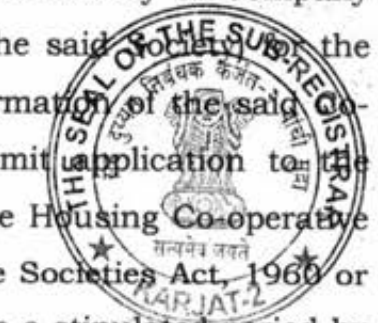
- (ii) Rs.-----/-(Rupees ----- Only) Membership fees & share money for acquiring membership rights in such registered Co-operative Society;
- (iii) Rs.-----/-(Rupees ----- Only) Legal charges and other expenses for formation and registration of the Co-operative Society;
- (iv) Rs. -----/-(Rupees ----- Only) Reimbursement of the amount paid towards deposit in respect of electric meter charges, water meter charges and other incidental expenses & Development Charges incurred by the Promoter;

20. The PROMOTER shall not be liable to render any account for the amount so collected above.

In addition to the above, the Purchaser/s will also bear and pay such charges, fees, expenses as may be fixed by the PROMOTER and also the taxes as may be applicable by for utilizing the additional facilities and amenities viz. Club House, fitness center, etc. as may be provided in the said building(s) by the PROMOTER.

**21. FORMATION OF CO-OPERATIVE SOCIETY OR COMPANY OR ASSOCIATION:**

21(a) The Promoter have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter shall, as per the provisions under Section 11(4) (e) of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) of the said Building/s. For the purpose of the formation of the said Co-operative society, the Promoter shall submit application to the Registrar for registration of the Co-operative Housing Co-operative society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within a stipulated period by law.



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21(b) The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative society under and in accordance with the Maharashtra Co-operative Societies Act, 1960 or any other body Corporate or other organization determined by the Promoter. The said Building shall always be known as **"DECENT APARTMENT"** and the said Co-operative society or any other body corporate or other organization determined by the Promoter on portion of the said Property shall always be known by such name as suggested by the Promoter and approved by the concerned Authorities. The Purchaser/s shall co-operate with the Promoter in forming, registering and incorporating the said Co-operative society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoter may require the Purchaser/s to do from time to time in that behalf or safe guarding or better protecting the interest of the said Co-operative society and of the Purchaser/s of the Premises in the building. All costs and charges for above shall be borne and paid by the Purchaser/s.

21 (c) The Purchaser/s along with such other persons who shall have taken possession or acquire the Premises, for forming and registering the Co-operative society or a Limited Company to be known by such name as the Purchaser/s may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Co-operative society or Limited Company and for becoming a member, including the bye-laws of the proposed Co-operative society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of Purchaser/s. No objection shall be taken by the



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Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles 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. The required papers for formation of Co-operative Society shall be kept at suitable place as the Promoter may deem fit, necessary and proper and the Purchaser/s shall attend the said Office and sign the necessary documents and submit the required proofs and other details as required by the concerned authorities within the stipulated period.

21(d) The Promoter have further informed the Purchaser/s and the Purchaser/s is/are aware that after the formation of the Co-operative Society or Company or Association (the said Society) and after the Purchaser/s has/have completed making the entire payment towards the cost of the said Premises and after Purchaser(s) Allottee(s) has / have complied with all the terms of this Agreement, the Promoter shall enroll the Purchaser/s as the members of the said Society and issue Share Certificate to the said Purchaser/s in the name of the Purchaser/s.

21(e) In the event of the Society of the said Building is being formed and registered before the sale and disposal by the Promoter of all the premises in the said Building, the powers and authority of the Society shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold premises and the sale thereof, as well as the commencement and completion of additional construction, if any, on the portion of said Property. The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall



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be binding upon the society. The society shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Promoter may require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

21 (g) The Purchaser/s, at the time of taking possession, agree and bind himself / herself /themselves to pay to the Promoter such amount in advance as the Promoter may demand being the lump sum amount towards the General maintenance charges for the said Premises pending the formation of Co-operative Society. The Service Tax, VAT, GST and other taxes applicable shall be paid additionally on the said advance maintenance charges payable to the Promoter. The Promoter have exclusive right to determine the said Maintenance charges payable by the Residential premises user and the Commercial premises user in accordance with the utility used by them. The Promoter shall not be liable to render any accounts for the above maintenance charges nor shall they be liable to refund any amount to the Purchaser/s or the Co-operative Housing Society that shall be formed. On the receipt of the bill for Property tax from the local body, the Purchaser/s shall pay his/her/their proportionate share of Property tax for the said Premises immediately on demand either by the Promoter or by the Society as the case may be. After the formation of the Society and after the Promoter have handed over the charge of the said building to the society, the Purchaser/s shall pay to the said Society his /her /their proportionate share that may be decided by the said Society as the case may be, all rates taxes ground rent (including additional ground rent levied by the authority in respect of the premises) dues, duties, impositions, outgoings and burdens now or



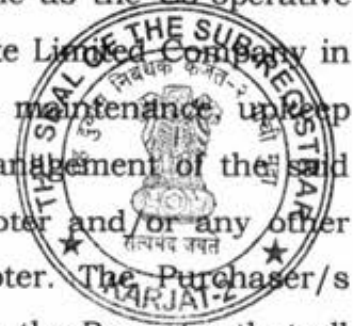
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at any time levied, assessed or imposed upon or in respect of the said Property or the said building or occupiers thereof by the Government or Revenue authority in respect of the said Building or the use thereof and payable either by the Purchaser/s or occupiers and shall also pay his /her/their proportionate share of all outgoings in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges, charges in respect of common electricity consumed, Watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoter in that behalf.

21 (h) It is hereby agreed that the Promoter shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Flats/Premises.

21(i) The Purchaser/s has/have perused and is/are aware of all the terms and conditions contained in the said documents recited above. The Purchaser/s hereby agree/s and undertake/s that he/she/they shall be bound and liable to pay to the Promoter and/or the Co-operative Society his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.

21(j) The Promoter have also informed the Purchaser/s and the Purchaser/s is/ are aware that till such time as the Co-operative Society /Condominium of Apartments /Private Limited Company in respect of the said project is not formed, the maintenance, upkeep and all affairs relating to the day to day management of the said premises shall be looked after by the Promoter and/or any other specialized agency appointed by the Promoter. The Purchaser/s hereby agree/s, declare/s and confirm/s with the Promoter that all



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open spaces, Common Terrace, Common spaces of the said Property, Basement / Podium, Security Cabin & equipment shall be in the exclusive and an interrupted management and authority of the Promoter alone and save and except the exclusive right to the said Premises, the Purchaser/s shall not claim any right, title, interest in the said spaces in any manner whatsoever. The Purchaser/s is / are also aware that upon the formation of Co-operative Society / Condominium of Apartments / Private Limited Company in respect of the said project and upon the execution of Deed of Assignment/ Transfer in favour of such Co-operative Society / Condominium of Apartment / Private Limited Company all the above areas shall be handed over to the Managing Committee of the Co-operative Society that shall be formed or the same shall be managed and administered by such specialized Agency as may be mutually decided between the Promoter and such Managing Committee.

21(k) The Purchaser/s is / are further aware that ultimately the Promoter herein, in their sole and absolute discretion, shall, as per the provisions of Real Estate (Regulation and Development) Act, 2016, form a Co-operative Society or Company or Association (hereinafter referred to as the said Society) for the said project and execute Deed of Assignment/Transfer in favour of such Co-operative Society or Company or Association that shall be formed for the said Building(s) / Wing(s), within a stipulated period by Law. The Advocate for the Promoter shall prepare and engross and approve the Deed of Assignment/ Transfer and all other documents, which are to be or may be executed in pursuance of the Agreement. The Purchaser/s shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Assignment/Transfer or any other Deed consent writing and other documents, the costs in connection with the formation of the said Society and /or body corporate or other organization, the costs of the stamping and



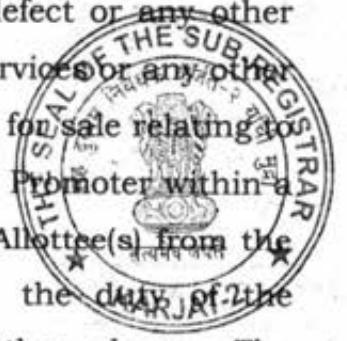
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registering all the agreements, deeds, transfer deeds or any other documents required to be executed including the entire professional costs of the Advocates of the Promoter shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said building alone.

21 (l) The Promoter hereby agree that they shall, before handing over possession of the said premises to the Purchaser/s and in any event before execution of Deed of Assignment/Transfer of the said Property in favour of a Co-operative Housing Society and / or other body corporate and / or other organization to be formed by the Purchaser/s of Flats/ Commercial Units in the Building to be constructed on the portion of said Property (hereinafter referred to as "the Society") make full and true disclosure of the nature of their title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoter have absolute, clear and marketable title to the said Property so as to enable them to assign to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Deed of Assignment/Transfer of the portion of said Property as per the Layout/Sub Division by the Promoter in favour of the said Society/Limited Company.

**22. GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:**

22(a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period stipulated by Law by the Purchaser(s) / Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge. The



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Promoter have further agreed to obtain suitable warranty from the Water proofing Agency and at the time of handing over the charge of the Project to the Co-operative Society, the Promoter shall assign the benefits of the said warranty in favour of the Co-operative Society to enable the Co-operative Society to get the necessary repairs carried out directly from the concerned Agency/s.

22(b) The Promoter / maintenance Agency /Association of Purchaser(s) / Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s) / Allottee(s) agree/s to permit the Promoter / Association of Purchaser(s) / Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

22(c) The Purchaser(s) / Allottee(s) hereby agree/s to purchase the said premises on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of Purchaser(s) / Allottee(s) (or the maintenance agency appointed by it) and performance by the Purchaser(s) / Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the maintenance agency or the Association of Purchaser(s) / Allottee(s) from time to time.

22(d) The Purchaser/s and the person to whom the said premises shall have been let, sublet, transferred, assign or given possession of and in accordance with the provisions hereof shall duly observe and perform all the rules and regulations of the said Society that may be in force from time to time relating to the protection and maintenance of the said building with Premises thereof and for the observance and carrying out of the building



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rules and regulations and Development Control Rules for the time being of the Concerned Authority, the Government and or public body or any other local authority.

22(e) The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold Premises in the said Building. The PROMOTER shall have exclusive rights over the unsold Flats etc. even after execution of documents of transfer in favour of such Co-operative Society. The Purchaser/s of such unsold Flats etc. will be admitted to the Co-operative Society without charging any premium except share money. The Purchasers of all such Flats shall be admitted as the members of such Co-operative Society with the same rights and benefits, subject to the same obligations as those of the Flat Purchaser/s Holders and other members of such Society without reservations or conditions. No transfer fees, premium or any other amount, save and except normal entrance fees, share money and other moneys paid by all Purchaser/s at the time of formation and registration shall be charged from such Purchaser/s;

22(f). IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace of the said building shall always belong to the Promoter and they shall be entitled to deal with and dispose of the same in such manner as they deem fit and proper. In the event of the Promoter obtaining permission from the concerned authorities for construction of one or more premises on the terrace of the said building, then the Promoter shall be entitled to construct by themselves and/or through their nominees such additional premises and to sell and/or deal with such premises that be constructed by them on the terrace together with the terrace to such persons and at such rate and on such terms as the Promoter may deem fit and proper.

22(g). It is agreed by the parties that the Promoters will convey the structure of Building along with land their under and Promoter will



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also convey all the facilities, amenities, open spaces, parking spaces, etc to the propose society which will be formed by the Promoter.

**23.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Property and Building or any part thereof. The Purchaser/s shall has / have no claims save and except in respect of the said premises hereby agreed to be acquired by the Purchaser/s. All open spaces, floor spaces index, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain to be the Property of the Promoter until the whole Property together with the structures standing thereon is/are transferred to the said Society, but subject to the rights of the Promoter contained herein.

**24. RESTRICTIONS ON TRANSFER:**

24(a) The Purchaser/s of the said premises will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has/ have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/ have obtained the Promoter's consent in writing to the same.

24(b) So long as all or any of his /her /their dues herein stated remains unpaid and so long as the said Society registered or shall not be registered, the Purchaser/s shall not, without the prior consent in writing of the Promoter, let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

**25. FOREIGN PURCHASER/S:**

25(a) The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve



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Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable property in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

25(b) The Promoter accept no responsibility in this regard. The Purchaser(s) / Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser(s) / Allottee(s) and such third party shall have no any right in the application/allotment of the said premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

**26. REPRESENTATIONS OF THE PROMOTER:**

The Promoter hereby represent and warrant to the Purchaser(s) / Allottee(s) that save as specifically mentioned herein:



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- (i) The Promoter have absolute, clear and marketable title in respect of the said Property and have the requisite rights to carry out development upon the said Property and the Promoter have the absolute, actual, physical and legal possession of the said Property for the Project.
- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Property or the Project except those disclosed herein;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said premises are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, Building and said premises and common areas.
- (v) The Promoter have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) / Allottee(s) created herein, may prejudicially be affected.
- (vi) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project and the said premises which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement.
- (vii) The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the said premises to the Purchaser(s) / Allottee(s) in the manner contemplated in this Agreement.



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(viii) The said property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Property .

(ix) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon the Promoter in respect of the said Property and/or the Project.

(xi) Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoter shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property and the said building/s and structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever. The Promoter shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said Property.

27. This Agreement shall always be subject to the provisions contained in Real Estate (Regulation and Development) Act, 2016 or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto.

28. **NOTICES AND CORRESPONDANCE:**



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28(a) 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 prepaid post under Certificate of Posting at his/her/their address specified below:-

**MR.BHAVESH MAHENDRAKUMAR VORA**

Address :- Near Pantnagar Police Station,51/1523, Garden View  
C.H.S, Ghatkoper East, Pant Nagar, Mumbai - 400075.

29. The Purchaser/s and the Promoter shall, immediately after the execution of this Agreement as well as Deed of Assignment/ Transfer / vesting documents in favour of said Society lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and the Purchaser/s shall within two days after lodging the same intimate the Promoter of having done so with the date and serial number which the same has been so lodged for registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement as well as Deed of Assignment/ Transfer vesting documents in favour of said Society shall be borne and paid by the Purchaser/s alone and the Promoter will attend such office and admit execution thereof.

**30. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER(S) / ALLOTTEE(S):**

The Purchaser(s) / Allottee(s) is / are entering into this Agreement for the allotment of a said premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said premises, all the requirements, requisitions, demands and repairs which are



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required by any competent Authority in respect of the said premises/ at his/ her / their own cost.

**31. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, Annexure/s, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/Property /building, as the case may be.

**32. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the parties by executing such further Supplementary Agreement / deeds / documents / writings mutually decided by the parties hereto.

**33. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER(S) / ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser(s) / Allottee(s) of the said premises, in case of a transfer, as the said obligations go along with the said premises for all intents and purposes.

**34. WAIVER NOT A LIMITATION TO ENFORCE:**

(a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive any breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Schedule including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoter in the case of one Purchaser(s) / Allottee(s) shall not be construed



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to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchaser(s) / Allottee(s).

(b) Any delay, indulgence and negligence on the part of the Promoter in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchasers shall not be construed as a waiver on the part of the Promoter of the breach of any of the terms and conditions of these presents nor shall waiver in any way of prejudice the rights of the Promoter.

**35. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**36. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser(s) / Allottee(s) has to make any payment, in common with other Purchaser(s) / Allottee (s) in Project, the same shall be the proportion which the carpet area of the said premises bears to the total carpet area of all the Premises/ plots in the Project.

**BINDING EFFECT:**

Forwarding this Agreement to the Purchaser(s) / Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) signs and delivers this Agreement with all



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the schedules along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) / Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) / Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser(s) / Allottee(s), application of the Purchaser(s) / Allottee(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) / Allottee(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) / Allottee(s) without any interest or compensation whatsoever.

**38. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and same shall be subject to terms and conditions mentioned herein.

**39. JOINT ALLOTTEES:**

That in case there are Joint Purchaser(s) / Allottee(s) all communications shall be sent by the Promoter to the Purchaser(s) / Allottee(s) whose name appears first and at the address given by



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him/her/them which shall for all intents and purposes to consider as properly served on all the Purchaser(s) / Allottee(s).

**40. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter himself / themselves or through his/ their/its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Purchaser(s) / Allottee(s). After the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoter the said Agreement shall be registered at the office of the appropriate Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Karjat.

**41. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016.

**FIRST SCHEDULE ABOVE REFERRED**

All those piece and parcel of land situated lying at **VILLAGE - Mamdapur**, and being within the limit of Karjat Municipal Council, Taluka Karjat, District and Division of Raigad, and within the jurisdiction of Sub-Registrar Karjat and which is more particularly described in the Revenue Records as under-

SURVEY NO. AND HISSA NO.	PLOT NO.	AREA SQ. MIT.	ASSESSMENT Rs. Ps.
151	12	434.00	0.0




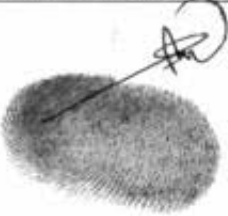
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**SECOND SCHEDULE ABOVE REFERRED TO**  
**(The said Premises)**

Flat No.303, Area 33.59 Sq.Mtr Carpet on Third Floor in said Building known as "DECENT APARTMENT" land bearing Survey Number and Hissa Number 151, Plot No.12, at Village Mamdapur Taluka Karjat, District - Raigad lying and located on the part of Property more particularly described in the first herein.

SIGNED AND DELIVERED BY THE )  
WITHIN NAMED THE PROMOTER )  
**THE WITHIN NAMED "DEVELOPER"** )  
**1)MR. SEAHJAD AHMED SIDDIQUI** )  
**"M/S DECENT BUILDERS & DEVELOPERS"** )

PHOTO	NAME	SIGN AND THUMB
	<b>MR. SEAHJAD AHMED SIDDIQUI</b> (PAN NO. BAKPS1764C)	

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED  
**PURCHASER/S**

PHOTO	NAME	SIGN AND THUMB
	<b>MR. BHAVESH MAHENDRAKUMAR VORA</b> (PAN NO. AACPV1738J)	


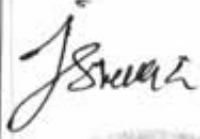


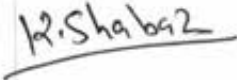







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In the presence of Witness..

PHOTO	NAME and ADDRESS	SIGN AND THUMB
	<b>MR. JAID SHAIKH</b>  Add :- Neral Khanda, Tal. Karjat, Dist. Raigad 410101.	 
	<b>MR. SHABAZ ALI KHAN</b>  Add :- Khairani Road, Sakinaka, Mumbai 400072	 



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Decorat Apt

Web-www.zpraigad.maharashtra.gov.in

E-mail-ndtrzp@gmail.com

दुरध्वनी क्रमांक - 02141-222232

फैक्स क्रमांक- 02141-222076 / 222070

जा.क्र/राजिप/प्रापं/नेसविप्रा/309/2019

नेरळ संकुल विकास प्राधिकरण कक्ष

ग्रामपंचायत विभाग

रायगड जिल्हा परिषद, अलिबाग

दिनांक:- 26/11/2019

प्रति,

श्री. सुंदर अ. मंगतानी,  
ब्लॉक नंबर १०८४, रुम नंबर १,  
ओ.टी. सेक्शन,  
ठहासनगर - ४२१ ००३.



विषय:- नेरळ संकुल विकास प्राधिकरणामध्ये मौजे ममदापूर ता.कर्जत जि. रायगड येथील सर्वे नंबर १५१ भूखंड क्रमांक १२ या जमीन मिळकतीवर बांधकाम परवानगी मिळणेबाबत.

- संदर्भ:-
१. आपले कडील प्रस्ताव दिनांक ३०/१२/२०१२ आणि ३०.१०.२०१५
  २. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांचे कार्यालयाकडील पत्र क्रमांक ससनर - राअ / बां.प. / मौजे ममदापूर / ता.कर्जत / स.नं.१५१ / १२ / २४३१, दिनांक ०५/०६/२०१३.
  ३. तहसिलदार, कर्जत यांचे कार्यालयाकडील बिनशेतीचे आदेश क्रमांक ८१ / अेलअेनअे/ अेसआर/३१८, दिनांक २५/०८/१९८१.
  ४. तहसिलदार, कर्जत यांचेकडील पत्र क्रमांक मशा/बांधकाम परवानगी/कात.१/१५०७/२०१३ दिनांक ०७/०९/२०१३.
  ५. ग्रामपंचायत, ममदापूर यांचेकडील ना हरकत दाखला (मासिक सर्वसाधारण सभा ठराव क्रमांक १०(१) दिनांक ३१/०५/२०१२) जावक क्रमांक ५२/१ दिनांक ०५/०९/२०१३.
  ६. या कार्यालयाचे तांत्रिक अधिकारी यांनी प्रस्तावाधिन भूखंडाची स्थळ पाहणी करून दिलेला तांत्रिक छाननी अहवाल दिनांक १७/०६/२०१३.
  ७. स्थायी समिती सभा ठराव क्रमांक २५० दिनांक २६/०४/२०१३.
  ८. स्थायी समिती सभा ठराव क्रमांक ३२८ दिनांक १७/०७/२०१३.
  ९. या कार्यालयाकडील जाक्र.राजिप/प्रापं/नेसविप्रा/३१५/२०१४ दिनांक १०/१०/२०१४ रोजीचे बांधकाम परवानगी आदेश.
  १०. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांचे कार्यालयाकडील पत्र क्रमांक ससनर-राअ/बां.प./मौजे ममदापूर/ता.कर्जत/नविन स.नं.१५१/भू.क्र.१२/१५१ दिनांक २६/०४/२०१६.
  ११. कार्यालयीन मंजूर टिप्पणी दिनांक २६/०४/२०१७.

उपरोक्त संदर्भ क्रमांक १ अन्वये आपण विषयांकित मिळकतीवर बांधकाम परवानगी मिळणेबाबत प्रस्ताव सादर केलेला आहे. ज्या अर्थी महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ (१९६६ चा ३७वा) चे कलम २ चा उपखंड (१५) (सी)(१)सहखंड १९ चे अनुसार मा. संचालक, नगर रचना, महाराष्ट्र राज्य, पुणे येथील नगर विकास व आरोग्य विभाग, अधिसूचना क्रमांक टीपीएस-३१७७-१९८९-युडी-६, दिनांक १०/१२/१९७९ अन्वये प्रदान केलेल्या शक्तीचा वापर करून रायगड जिल्हा परिषदेस रायगड जिल्हयातील नेरळ डॉमिस्ट्री टाऊनशिपच्या क्षेत्राकरिता उपरोक्त अधिनियमाखाली नियोजन प्राधिकरणाच्या शक्ती वापरण्याची परवानगी दिली आहे.



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ज्या अर्थी रायगड जिल्हा परिषदेने सर्वसाधारण सभा दिनांक ०९/०७/२०१० ठराव क्रमांक ५५८ व दिनांक १३/१२/२०१० ठराव क्रमांक ६२९ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांची नगर रचना अधिकारी म्हणून नेमणूक करण्यात आली आहे.

ज्या अर्थी उपरोक्त संदर्भिय २ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी नियोजित बांधकामाच्या नकाशाची छाननी करून व योजनेच्या विकास नियंत्रण नियमावली अनुसार विषयांकित जागेत शतीना अधिन राहून बांधकाम परवानगी देणेबाबत शिफारस पत्र दिलेले आहे.

ज्या अर्थी उपरोक्त संदर्भिय ३ अन्वये तहसिलदार, कर्जत यांनी प्रस्तावित भूखंडाचे रेखांकनास बिनशेती मंजूरी दिलेली आहे. तसेच संदर्भिय ४ अन्वये प्रस्तावित भूखंडाचे बिनशेती आदेश व्यापगत नसल्याबाबत व मालकी हक्काबाबत वाद-विवाद नसल्याबाबत तहसिलदार, कर्जत यांनी या कार्यालयाकडे अहवाल सादर केलेला असून त्यामध्ये अर्जदार यांनी मंजूरीसाठी प्रस्तावित केलेल्या भूखंडावर येण्या-जाण्यासाठी रस्ता उपलब्ध आहे. सदर जमिनीवर वन खात्याच्या तरतुदी लागू नाही अथवा २२ अ खालील चौकशी प्रलंबित नाही. सदर जमिनीवर जाणारा रस्ता वनखात्याच्या जमिनीमधून जात नाही. सदर जमिनीसाठी आदिवासी खातेदारांचा संबंध नाही. सदर जमिनीमधून गटार अथवा पाण्याची पाईपलाईन जात नाही तसेच जमिनीवरून अतिउच्च दाबाची विद्युतवाहिनी जात नाही असे नमूद केलेले आहे.

ज्या अर्थी उपरोक्त संदर्भिय ५ अन्वये ग्रामपंचायत, ममदापूर ता. कर्जत यांनी त्यांचे ग्रामपंचायत हद्दीमध्ये बांधकाम करणेसाठी ना-हरकत दाखला दिलेला आहे.

ज्या अर्थी उपरोक्त संदर्भिय ६ अन्वये या कार्यालयाचे तांत्रिक अधिकारी यांनी प्रस्तावाधिन भूखंडाची स्थळ पाहणी करून तांत्रिक छाननी अहवाल सादर केलेला आहे.

ज्या अर्थी उपरोक्त संदर्भिय ७ अन्वये नेरळ संकुल विकास प्राधिकरणातील बांधकाम परवानगीचे प्रस्ताव सहाय्यक संचालक, नगर रचना यांचेकडून छाननी व पडताळणी होऊन प्राप्त झाल्यानंतर सदरची प्रकरणे ग्रामपंचायत विभागाने जिल्हा परिषद स्तरावर करावयाची कार्यवाही करून प्रत्येक प्रकरणाची छाननी व पडताळणी करून सर्व बाबींची पूर्तता झालेली असल्यास असे प्रत्येक प्रकरण मंजूरीसाठी स्थायी समिती समोर ठेवणे. स्थायी समितीने ठरावाद्वारे मान्यता दिल्यानंतर या प्रकरणी मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांनी उप मुख्य कार्यकारी अधिकारी(प्रा.पं.) हे संबंधित विभाग प्रमुख असल्यामुळे त्यांनी निर्देशित केलेमुळे उप मुख्य कार्यकारी अधिकारी (प्रा.पं.), रायगड जिल्हा परिषद, अलिबाग यांनी मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांची बांधकाम परवानगीचे प्रारूप आदेशासह मान्यता घेऊन बांधकाम परवानगी आदेश उप मुख्य कार्यकारी अधिकारी (प्रा.पं.) यांनी त्यांचे स्वाक्षरीने निर्गमित करण्याची कार्यवाही करणेबाबत स्थायी समिती सभा दिनांक २६.०४.२०१३ ठराव क्रमांक २५० अन्वये मान्यता देणेत आलेली आहे.

ज्या अर्थी उपरोक्त संदर्भिय ८ अन्वये स्थायी समिती, रायगड जिल्हा परिषद, अलिबाग यांनी बांधकाम परवानगी देणेबाबत मंजूरी दिलेली आहे.

ज्या अर्थी उपरोक्त संदर्भिय ९ अन्वये या कार्यालयाकडील बांधकाम परवानगी आदेशासह देणेत आलेली आहे.

ज्या अर्थी उपरोक्त संदर्भिय १० अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी नियोजित बांधकामाच्या नकाशाची छाननी करून व योजनेच्या विकास नियंत्रण नियमावली अनुसार विषयांकित जागेत शतीना अधिन राहून सुधरित बांधकाम परवानगी देणेबाबत शिफारस पत्र दिलेले आहे.

आणि ज्या अर्थी उपरोक्त संदर्भिय ११ अन्वये कार्यालयीन टिप्पणी प्रारूप आदेशासह मंजूर करण्यात आलेली आहे.



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त्या अर्धी सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांच्या अटी व शर्तीना अधिन राहून त्यांनी दिलेल्या ना-हरकत / शिफारस पत्रानुसार रायगड जिल्हा परिषद, अलिबाग आपल्या उपरोक्त संदर्भिय क्रमांक १ अन्वये विषयांकित मिळकतीवरील सादर प्रस्तावास खालील नमूद केलेल्या क्रमांक १ ते ३९ अटी व शर्ती बंधनकारक ठेवून नगर रचना विभागाने सोबतच्या मंजूर नकाशाप्रमाणे निवासी कारणाकरिता इमारतीचे बांधकाम करण्यास परवानगी देण्यांत येते.

बांधकाम परवानगी देणेत येत असलेल्या प्रस्तावाचा छाननी तक्ता खालील प्रमाणे आहे.

1.	Name of Applicant	श्री. सुंदर आसनदास मंगतानी
2.	Name of Owner	श्री. सुंदर आसनदास मंगतानी
3.	Name of Builder	श्री. सुंदर आसनदास मंगतानी
4.	Total Plot Area (as per 7/12 )	434.00 m <sup>2</sup>
5.	Total Plot Area (as per T.L.L.R )	434.00 m <sup>2</sup>
6.	Area as per demarcation	434.00 m <sup>2</sup>
7.	Area as per possession	434.00 m <sup>2</sup>
8.	Area Under Existing Village Road	-
9.	Area Under Road Widening	-
10.	Area Under Non Buildable	-
11.	Net plot area for F.S.I. calculation	437.00 m <sup>2</sup>
12.	F.S.I. permissible	1.20
13.	F.S.I. being utilized now	1.19
14.	Built-up area permissible	520.80 m <sup>2</sup>
15.	Total Built-up area proposed	518.97 m <sup>2</sup>
16.	Previously sanctioned	431.75 m <sup>2</sup>
17.	New to be Proposed	87.22 m <sup>2</sup>

इमारतीचे बांधकाम पूर्ण झाल्यावर सदर इमारतीसाठी आवश्यक ती पाणी पट्टी आणि घरपट्टी रक्कम प्रमाणानुसार ग्रामपंचायत ममदापूर ता. कर्जत यांचेकडे जमा करणे आपणांस बंधनकारक राहिल.

इमारत बांधकाम करित असतांना इमारत बांधकामाचे साहित्य सार्वजनिक स्वरूपाच्या अर्थवा इतर सार्वजनिक जागेवर नाही याची दक्षता घेणेत यावी. अशा प्रकारे इमारत बांधकाम साहित्य रस्त्यावर अथवा इतर सार्वजनिक जागेवर आढळून आल्यास आपणांस कारवाई करणेबाबत संबंधित विभागास कळविणेत येईल किंवा इमारत बांधकाम परवानगी रद्द करण्याबाबतची कारवाई सुध्दा करणेत येईल याबाबतची नोंद घेणेत यावी.

बांधकाम सुरु असतांना जागेवरील रिकामे गाळे / सदनिका यांची संरक्षणाची जबाबदारी संबंधित जमीन मालक / भूखंडधारक / विकासक / गाळेधारक यांची राहिल. तसेच अर्धवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणून भूखंडधारकाने भूखंडाभोवती नियमाप्रमाणे भिंतीचे कुंपन बांधून त्याठिकाणी अनुचित प्रकार होणार नाहीत याची दक्षता घ्यावी. गैरकृत्य करतांना आढळल्यास संबंधितांवर कायदेशीर कारवाई करणेत येईल याची नोंद घ्यावी.

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विषयांकित भूखंड सखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) ही रस्ता आणि Sewer Line यांच्या पेशा भरणीकरून उंच करून घ्यावी.

इमारतीचे सांडपाणी, मैला आणि पावसाळ्याचे पाणी यांचा निचरा योग्यप्रकारे होऊन भूखंडामध्ये पाणी साचणार नाही याप्रमाणे भूखंड समपातळीत तयार करण्यात यावा.

इमारतीचे बांधकाम करणारे मजुराकरिता तात्पुरत्या निवासासाठी शेंड उभारणेत यावी. तसेच आरोग्याच्या दृष्टीकोनातून सदरहू शेंडलगत स्वच्छतागृह बांधणेत यावीत. तसेच भोगवटा प्रमाणपत्रासाठी अर्ज करणेपूर्वी सदरच्या शेंड भूखंडधारक / विकासक यांनी स्वखर्चाने काढून टाकणेत यावीत.

इमारतीचे बांधकाम हे मंजूर नकाशा प्रमाणेच करण्यात यावे. मंजूर बांधकाम नकाशामध्ये फेरफार अथवा वाढीव बांधकाम करावयाचे असल्यास महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ मधील तरतुदीनुसार रायगड जिल्हा परिषद, अलिबाग यांचेकडून सुधारित बांधकाम नकाशे मंजूरी घेणे आवश्यक राहिल. मंजूर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुदीनुसार कारवाईस पात्र राहिल याची नोंद घ्यावी.

इमारत बांधकाम सुरु करणेपूर्वी जमीन मालकाचे नांव, बांधकामाचाबाबतचा तपशील, बांधकाम परवानगीचा क्रमांक व तारीख, वास्तुविशारदाचे नांव, स्थापत्य विशारदाचे नांव व ठेकेदाराचे नांव दुरुध्वनी क्रमांकासह दर्शविणारा फलक बांधकाम क्षेत्रात लावण्यांत यावा. या बाबतची माहिती रायगड जिल्हा परिषद, अलिबाग यांचेकडे सादर करण्यात यावी.

प्रस्तुत इमारत बांधकाम परवानगीचा कालावधी हे आदेश निर्गमित केलेल्या दिनांकापासून एक वर्षाचा राहिल. तसेच सदरच्या इमारतीचे बांधकाम एक वर्षाच्या आंत पूर्ण झाले नाही तर उर्वरित इमारत बांधकामासाठी जिल्हा परिषदेची परवानगी घेणे बंधनकारक राहिल.

**सदरहू इमारत बांधकामासाठीच्या अटी व शर्ती खालील प्रमाणे:-**

१. उक्त संदर्भिय २ मध्ये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी शर्त क्रमांक ७ मध्ये नमूद केलेप्रमाणे प्रथम विषयांकित भूखंडांचे एकत्रिकरण महसूल विभागाकडून करून घेऊनच जोत्याचे बांधकामाला सुरुवात करण्यात यावी. अन्यथा जोत्यावरील बांधकामाला परवानगी देणेत येणार नाही.
२. शासनाने अ, ब व क वर्ग नगर परिषदेसाठी प्रसिध्द केलेल्या प्रारूप विकास नियंत्रण नियमावलीतील नियम क्रमांक ६.८ नुसार अर्जदाराने / विकासकाने प्रकल्प पूर्ण होण्यापूर्वी रस्ते, Storm Water Drains, Sewer Line, Water Supply Line इत्यादी व इतर आवश्यक पायाभूत सुविधा विकसित करणे अनिवार्य आहे.
३. शासनाने अ, ब व क वर्ग नगर परिषदेसाठी प्रसिध्द केलेल्या प्रारूप विकास नियंत्रण नियमावलीतील नियम क्रमांक १३.३.२ मध्ये खालील प्रमाणे नमूद केलेले आहे.

on sanction of the development permission, the common plot shall deemed to have vested in the society / Association of the residents / Occupants. The recreational open spaces shall not be sold to any other person & it shall not be put to any other user accept for the common use of residents / occupants.

उपरोक्त नमूद केल्याप्रमाणे खुल्या जागेचा (recreational open space) वापर हा residents / occupants च्या सामाईक वापराकरिता करण्यात येणे बंधनकारक राहिल. शरील जागेची विक्री नियोजित इमारतीचा वापर रहिवास या कारणासाठी करण्यांत यावा. व बांधकाम मंजूर नकाशाप्रमाणे आसावे.



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६. मंजूर नकाशा प्रमाणे इमारतीच्या जोत्यापर्यंतचे काम पूर्ण झालेवर या जोत्याची तपासणी या कार्यालयाकडून करून घेऊन त्याबाबतचे प्रमाणपत्र सादर करणे बंधनकारक असून त्यानंतर जोत्यावरील बांधकामास परवानगी देणेत येईल.
७. प्रस्तुत प्रकल्पात प्रस्तावित LIG/EWS आणि MIG सदनिकांचे एकत्रिकरण अनुज्ञेय असणार नाही.
८. इमारतीच्या बांधकामामध्ये Rain Water Harvesting ची आवश्यक ती तरतुद करणे बंधनकारक राहिल.
९. स्थल दर्शक नकाशावर दाखविल्याप्रमाणे नियोजित बांधकामापासून पुढील, मागील व दोन्ही बाजूची अंतरे प्रत्यक्षात जागेवर असली पाहिजेत. त्या खालील जागा कायम खुली ठेवावी.
१०. नियोजित बांधकामाचे भूखंडातील अस्तित्वातील अन्य बांधकामे धरुण एकूण क्षेत्र भूखंड क्षेत्राच्या ०१.०० चटई क्षेत्र निर्देशांकाप्रमाणे प्रत्यक्ष जागेवर कमाल राहिले पाहिजे.
११. विषयांकित भूखंडावरील इमारतीचे बांधकाम हे नकाशावर नमूद केल्याप्रमाणे तळ + ४ मजले आणि उंची १४.४५ मीटर यापेक्षा जास्त असू नये.
१२. नियोजित इमारतीसाठी आवश्यक असलेल्या पाण्याची सोय, सांडपाण्याची सोय, मैला आणि घनकचरा निर्मूलनाची व्यवस्था भूखंड धारकाने / विकासकाने करणे बंधनकारक राहिल.
१३. पिण्याच्या पाण्याच्या स्रोत (Source) पासून सेप्टिक टँकचे अंतर हे किमान १२.०० मीटर असणे आवश्यक आहे.
१४. प्रकाश व वायुविजन यासाठी ठेवलेल्या खिडक्यांचे क्षेत्र हे खोलीच्या क्षेत्राच्या १/६ पेक्षा कमी असू नये.
१५. नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाच्याही वहिवाटीचा हक्काचा भंग होणार नाही याची जबाबदारी अर्जदार / मालकाने घेणे आवश्यक आहे.
१६. विषयांकित भूखंडावर बांधकाम करताना IS CODE-13920-1993 भूकंपरोधक RCC डिझाईननुसार बांधकाम घटकांचे नियोजन अर्हताप्राप्त स्ट्रक्चरल इंजिनियर यांचेकरून करून घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतीचे बांधकाम पूर्ण करणे भूखंडधारक / विकासक यांचेवर बंधनकारक राहिल.
१७. इमारतीचे बांधकाम हे राष्ट्रीय इमारत बांधकाम सांकेतिकांप्रमाणे (National Building Code) करणेत यावे. तसेच भूखंडासभोवतालच्या रहिवाशांना कोणताही त्रास होणार नाही याची काळजी भूखंडधारक / विकासक यांनी घेणे बंधनकारक आहे.
१८. इमारत बांधकामाचे वेळी कोणत्याही प्रकारचा अपघात घडून दुखापत झाल्यास त्याची संपूर्ण जबाबदारी ही भूखंडधारक / विकासक यांचेवर राहिल.
१९. इमारत बांधकाम करताना कोणत्याही प्रकारची अस्तित्वातील गटारे, रस्ते व पाणी पुरवठा योजना इत्यादींचे नुकसान झाल्यास त्याची भरपाई ही भूखंडधारक / विकासक यांनी करावयाची आहे.
२०. नियोजित इमारतीचे जागेवर जर जून्या इमारतीचे बांधकाम तोडावयाचे असल्यास अशी जमीन इमारत तोडल्यानंतर ग्रामपंचायतीने दिलेल्या निर्देशानुसार निघालेल्या साहित्याची विलंबित भूखंडधारक / विकासक यांनी करावयाची आहे.
२१. शासन परिपत्रक उद्योग दर्जा व कामगार विकास याजकडील दिनांक २६ ऑक्टोबर २००९ अन्वये बांधकामाच्या एकूण मुल्यानुसार (जमिनीचे मूल्य वगळून) एक टक्का (१%) कामगार कल्याण उपकर रक्कम कामगार कल्याण मंडळाकडे घनाकर्षाने नियमानुसार जमा करणे विकासकावर बंधनकारक राहिल.
२२. नियोजित इमारत बांधकामाचा प्रगती अहवाल दर दोन महिन्यांनी रायगड जिल्हा परिषदेला सादर करणे बंधनकारक असून अहवाल सादर न केल्यास भोगवटा प्रमाणपत्र देणेत येणार नाही.



पारितोषिक कर्मचारी	रायगड जिल्हा
२०२२	२
२०२२	२
२०२२	२

२३. उपरोक्त संदर्भिय ४ अन्वये तहसिलदार, कर्जत यांनी अहवालामध्ये नमूद केल्याप्रमाणे बिनशेती आदेशातील भंग केलेल्या अटीपोटी दंडाची रक्कम तहसिलदार, कर्जत यांचेकडे भरणा करणे बंधनकारक राहिल अन्यथा जोत्यावरील बांधकामाला परवानगी देणेत येणार नाही.
२४. उक्त संदर्भिय १ अन्वये सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी निर्गमित केलेल्या सूचनांचे तंतोतंत पालन करणे बंधनकारक राहिल. सदरची छायांकित प्रत सोबत जोडलेली आहे.
२५. महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम, १९६६ आणि महाराष्ट्र जिल्हा परिषदा व पंचायत समित्या अधिनियम, १९६१ मधील कोणतेही नियम, अटी व शर्ती यांचे उल्लंघन केल्यास सदरची इमारत बांधकामाची परवानगी रद्द करणेत येईल.
२६. नियोजित इमारत बांधकामासाठी सरकारी प्राधिकरण जसे मुंबई महानगर प्रादेशिक विकास संस्था सारख्या इतर प्राधिकरणांचा यांचा ना-हरकत दाखला आवश्यक असल्यास तो घेणे नियमानुसार बंधनकारक राहिल.
२७. प्रस्तावित प्रकल्पाच्या समोरील अस्तित्वात / नियोजित रस्ता विकासकाने भोगवटा प्रमाणपत्र प्राप्त करून घेण्यापूर्वी विकसित करून ग्रामपंचायतीकडे हस्तांतरित करावा.
२८. प्रस्तावित प्रकल्पातील सदनिका / गाळयांची विक्री भूखंडधारक / विकासक यांना प्राधिकरणाचे भोगवटा प्रमाणपत्र प्राप्त करून घेतल्याशिवाय करता येणार नाही.
२९. विषयांकित भूखंडाबाबत कोणताही कायदेविषयक वाद-विवाद निर्माण झाल्यास त्याबाबतचा निपटारा करण्याची जबाबदारी भूखंडधारक / विकासक यांची सर्वस्वी राहिल.
३०. भूखंडधारक / विकासक यांनी सादर केलेली माहिती चुकीची अथवा दिशाभूल करणारी आढळल्यास ही परवानगी रद्द समजणेत यावी.
३१. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी छाननी व पडताळणी अभिप्रायात दिलेल्या अटी व शर्ती भूखंडधारक / विकासक यांना बंधनकारक राहतील.



मा. मु.का.अ. यांचे मान्य टिप्पणीनुसार

उप मुख्य कार्यकारी अधिकारी (प्रा.पं.)  
रायगड जिल्हा परिषद, अलिबाग

प्रत: माहितीस्तव सविनय सादर.

१. मा. जिल्हाधिकारी, रायगड-अलिबाग.
२. मा. मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग.
३. मा. सदस्य सचिव, स्थायी समिती तथा उप मुख्य कार्यकारी अधिकारी (सा.प्र.), रायगड जिल्हा परिषद, अलिबाग.

प्रत: माहिती तय्यार मधील कार्यवाहीसाठी रवाना.

१. सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग.
२. कार्यकारी अभियंता (बांध. / ग्रापाप), रायगड जिल्हा परिषद, अलिबाग.
३. तहसिलदार, कर्जत जि. रायगड.
४. गट विकास अधिकारी, पंचायत समिती, कर्जत जि. रायगड.
५. उपअभियंता (बांध./लपा), रायगड जिल्हा परिषद उपविभाग, कर्जत जि. रायगड.
६. सरपंच / ग्राम विकास अधिकारी, ग्रामपंचायत, ममबापूर ता. कर्जत जि. रायगड.



क.ज.र.
९५६ / २०२२
७५ / १००



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• e-mail : apdukare@gmail.com

Ref. No. : .....

Date : .....

## SEARCH REPORT

Report regarding the title of the following persons in respect of Non Agricultural land property situated at village Mamdapur, Tal. Karjat, Dist. Raigad and more particular described as below :-

Non Agricultural land situate at Village Mamdapur, Tal. Karjat, Dist. Raigad

Name of the Owner	S.No.	Plot No.	AREA Sq.mtrs.	ASSESSMENT Rs.P.
Sundar Asandas Mangatani	151	12	434 Sq.mtrs.	43.40

The abovesaid Non Agricultural land as including all right and interest there in.

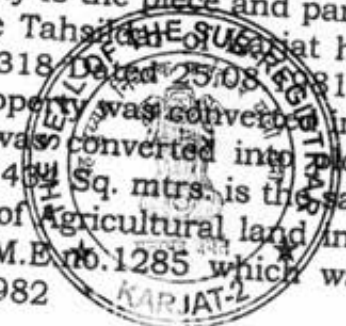
I have investigated the title of above said person with respect to above-mentioned Non Agricultural land property. In this regard I have perused the revenue records such as 7x12, 8A extract and mutation extract, which were furnished to me for my inspection.

- 2) **The details of the documents perused :**  
a) 7/12 extract relating to above described land property.  
b) Index II Registers for the years 1988 to Aug.2017 property.

- 3) **The flow of the title of land property**

### **Mutation extract no.1285 of dated 01.06.1982**

On perusal of mutation extract no.1285 it is transpired that the land property of which the above mentioned plot property is the piece and parcel was previously agriculture land property But The Tahsildar SUSARJAT had given N.A.permission vide its H. no. 81/ LNA/SR/318 Dated 25/08/1981 to Monaji Ratansi Madhavani and thus above land property was converted into N.A.plots properties. Thus said agriculture land was converted into plots And abovementioned plot No.12 area admeasuring 434 Sq. mtrs. is this said plots properties. The effect of the said conversion of Agricultural land into N.A. plots had been given to 7x12 extract vide M.E.no.1285 which was sanctioned by the Circle Inspector on dated 19.06.1982



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Ref. No. : .....

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**Mutation extract no.1387 of dated 10.06.1983**

On perusal of mutation extract no.1387 it is transpired above said plot property was purchased (Plot no.12 Area 434 Sq.mtrs.) by Vasanji Lalaji Shaha from Monaji Ratansi Madhavani by registered sale deed on dated 17.11.1981 The effect of the above sale given to 7/12 extract vide M.E.no.1387 which was sanctioned by Circle Inspector on dated 31.07.1983 The above said persons have become the owners of above mentioned plot property and are in exclusive possession of the same.

**Mutation extract no.2274 of dated 28.10.2003**

On perusal of mutation extract no.2274 it is transpired that it was necessary to give Hissa numbers to 7x12 extract consecutively for the computerization of 7x12 extract as per letter no.C.L.R./2001/Pra.Kra.4/part-1/L.1 cell Date 13/11/2003 from the Maharashtra Govt.Revenue & Forest Department. On as according to above said order from the Government. The Tahsildar Karjat has issued an order No.Kat 1/RTS/03 dated 25/08/2003 to give new hissa numbers to the present Hissa Numbers of S.No. of village Mamdapur, Tal. Karjat, Dist. Raigad And on the basis of said order the old S.no. & H.No.have been changed into new S.no. & H.No. The effect of the above said change or amendment has been given to 7x12 extract of S.No. & H.no. of village Mamdapur, Tal. Karjat, Dist. Raigad vide M.E.no.2274 which is sanctioned by the Circle officer Neral on dated 18.01.2004

**Mutation extract no.3185 of dated 03.04.2012**

On perusal of mutation extract no.3185 it is transpired that above said N.A.property was purchased by Sunder Asandas Mangatani from 1) Vasanji Lalaji Shaha by registered sale deed (Sr.No.2065/2012) on dated 03.04.2012 The effect of the above said sale was given to 7/12 extract vide M.E.no.3185 which was sanctioned by Circle officer Neral on dated 18.04.2012

The above said persons have become the owners of above mentioned plot property and are in exclusive possession of the same.

1) Sunder Asandas Mangatani have executed a Development Agreement in respect of above mentioned N.A. Land property in favour of 1) Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui on dated 25.04.2017 The said Development is registered at the office of Sub Registrar at Karjat as Sr.no. 1776/2017.



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Date : .....

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And in pursuance of said Development the above said land owners have interest the development work of the building along with the right of sale of their share of 60% of the total developed area on the said plot of land the Flats/shops author premises to the developers And all powers in respect of above-mentioned N.A.land property in favour of Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui said by executing a registered power of Attorney on dated 25.04.2017 The said power of Attorney is registered at the office of sub Registrar at Karjat as Sr.no.1777/2017

3) **Search of Registration Index :**

I have also taken the necessary search of the registration index at the office of Sub Registrar at Karjat for the period of 30 years i.e.1988 to 2017 The details of the index II Registers and entries are as under :-

Year	Particulars of Index II register	Entry
1988	Torn Condition	NIL
1989	Torn Condition	NIL
1990	Torn Condition	NIL
1991	Torn Condition	NIL
1992	Torn Condition	NIL
1993	Torn Condition	NIL
1994	Torn Condition	NIL
1995	Torn Condition	NIL
1996	Torn Condition	NIL
1997	Torn Condition	NIL
1998	Torn Condition	NIL
1999	Torn Condition	NIL
2000	Computerized Index II Reg.	NIL
2001	Computerized Index II Reg.	NIL
2002	Computerized Index II Reg.	NIL
2003	Computerized Index II Reg.	NIL
2004	Computerized Index II Reg.	NIL
2005	Computerized Index II Reg.	NIL
2006	Computerized Index II Reg.	NIL
2007	Computerized Index II Reg.	NIL
2008	Computerized Index II Reg.	NIL



क.ज.र-२  
२५८ / २०२२  
८९ / १००

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Ref. No. : .....

Date : .....

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2009	Computerized Index II Reg.	NIL
2010	Computerized Index II Reg.	NIL
2011	Computerized Index II Reg.	NIL
2012	<b>Sale Deed (Sr.No.2065/2012)</b>	
2013	Computerized Index II Reg.	NIL
2014	Computerized Index II Reg.	NIL
2015	Computerized Index II Reg.	NIL
2016	Computerized Index II Reg.	NIL
Aug.2017	Development Agreement Sr.No.1776/2017	

On going through the above described index registers which were made available to me in sound and good conditions, I did not find any entry of any kind such as mortgage, lease, lien, sale, gift, agreement for sale, or of any encumbrance which is adverse to the title of abovesaid persons with respect to above described N.A. plot property.

**Search Report**

Hence on the basis of above said Development Agreement & power of Attorney the rights and interest of the **Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui as Developers** in my opinion are clear, marketable and free from all encumbrances.

Neral

Date : 09.09.2017

  
ADVOCATE



क.ज.र-२
२५८ / २०२२
८२ / १००

**P. Dukare**

**B.A., LL.B.**

**ADVOCATE HIGH COURT  
MAH 89 / 2001**



• Room No. 101, Ground Floor,  
"Prabhat Darshan Apt.",  
Behind Divya Deep Hotel,  
Khanda, NERAL, Tal. Karjat,  
Dist. Raigad, Pin.- 410101.

• Mob. : 9881279817

• e-mail : apdukare@gmail.com

Ref. No. : .....

Date : .....

## TITLE CERTIFICATE

That I have engaged by **Rajkumar Rajnath Singh & Seahjad Ahmed Siddiqui** in respect of the property Non-Agricultural Land bearing Survey No.151 Plot No.12 area 434 Sq.mtrs. and lying being and situated village at Mamdapur Tal. Karjat Dist.Raigad. Thereafter public notice was issued in \_\_\_\_\_ on \_\_\_\_\_ and a search was caused at the Revenue office as below :-

- i) 7/12 extract dated \_\_\_\_\_
- ii) (a) Mutation Entry No.3185 dated 03.04.2012 contained therein that Sunder Asandas Mangatani from Vasanji Lalaji Shaha  
(b) Mutation Entry No.1285 that the said land has been Non-Agricultural as per remarks in 7/12 extract.
- iii) The Tahsildar of Karjat had given N.A.permission vide its H. no. 81/LNA/SR/318 Dated 25.08.1981

The said 1) Sunder Asandas Mangantani has entered into development agreement with Rajkumar Rajnath Singh & Seahjad Siddiqui duly registered before the office of the Sub-Registrar - karjat registration under serial No.1776/2017 dated 25.04.2017 and power of attorney also duly registered before the Sub-Registrar at Karjat vide its Registration No.1777/2017 dated 25.04.2017

Thus on the basis of the said Development Agreement both Rajkumar Rajnath Singh & Seahjad Siddiqui started the works of development

Neral

Date : 15/04/2017



**ADVOCATE**

क.ज.र-२
२५६ / २०२२
६२ / १००



## Maharashtra Real Estate Regulatory Authority

### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: DECENT APARTMENT, Plot Bearing / CTS / Survey / Final Plot No.: SURVEY NO 151/ PLOT NO 1st Mamdapur, Karjat, Raigarh, 410101*; registered with the regulatory authority vide project registration certificate bearing No P52000018828 of

1. **Decent Builders & Developers** having its registered office / principal place of business at Tehsil: *Karjat, District: Raigarh, Pin: 410101*.

2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to **04/04/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasant Pramanand Prabhu  
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 09-09-2021 20:37:48  
Maharashtra Real Estate Regulatory Authority

क.प्र.र-२	
२५६	२०२२
८४	१००

3. AREA UNDER ROAD	
2. DEDUCTIONS FOR	
1. AREA OF PLOT	434.00
AREA STATEMENT	
sq. mt.	

25.7.5-2  
 2022 / 2022  
 25 / 900



This plan is approved for the purpose of the above mentioned application and the same is hereby approved for the purpose of the above mentioned application.

25.7.5-2 / 2022 / 2022

25.7.5-2 / 2022 / 2022

25.7.5-2 / 2022 / 2022

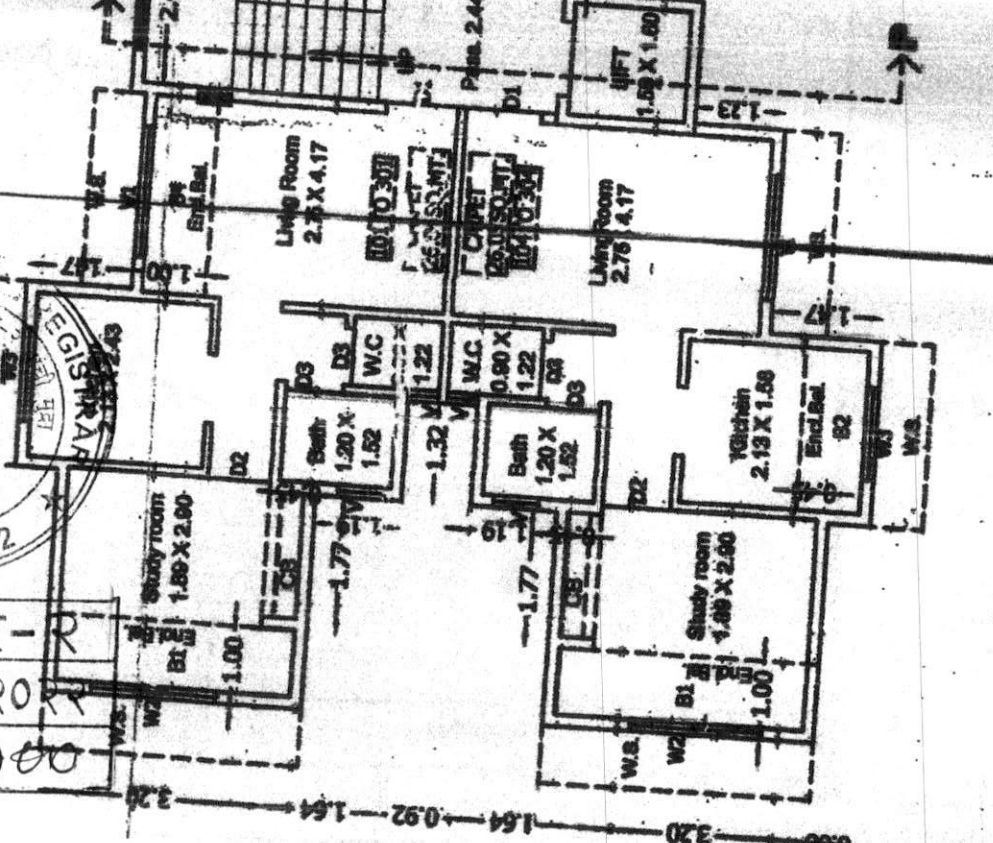
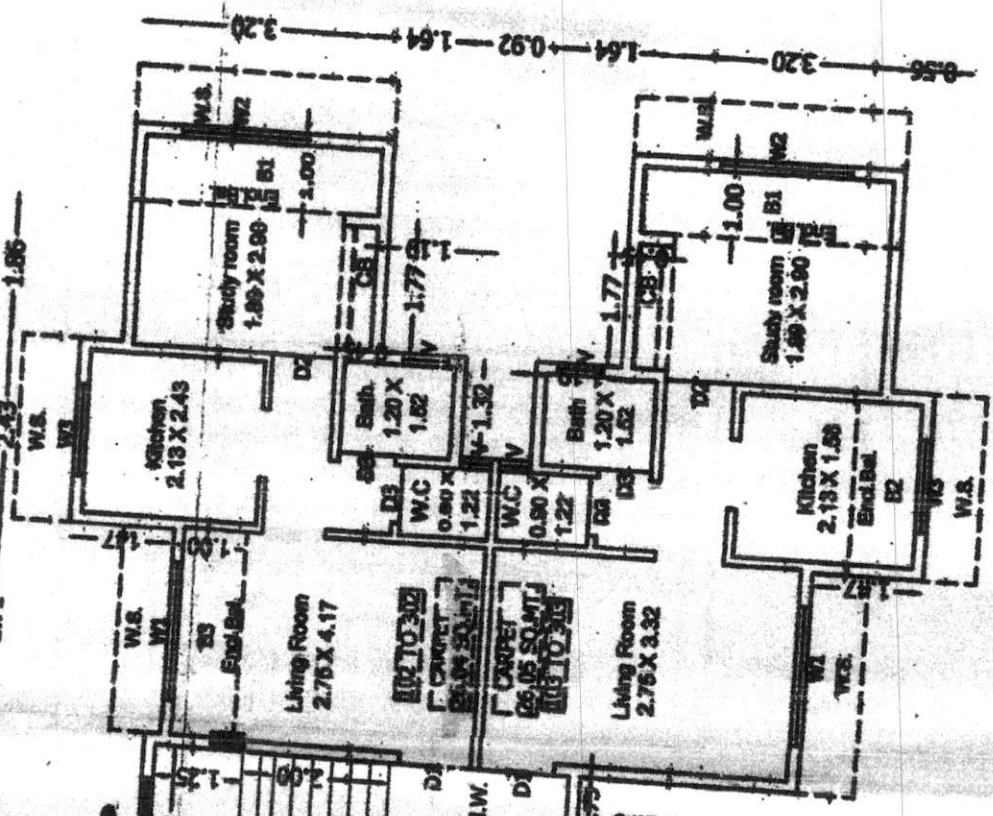
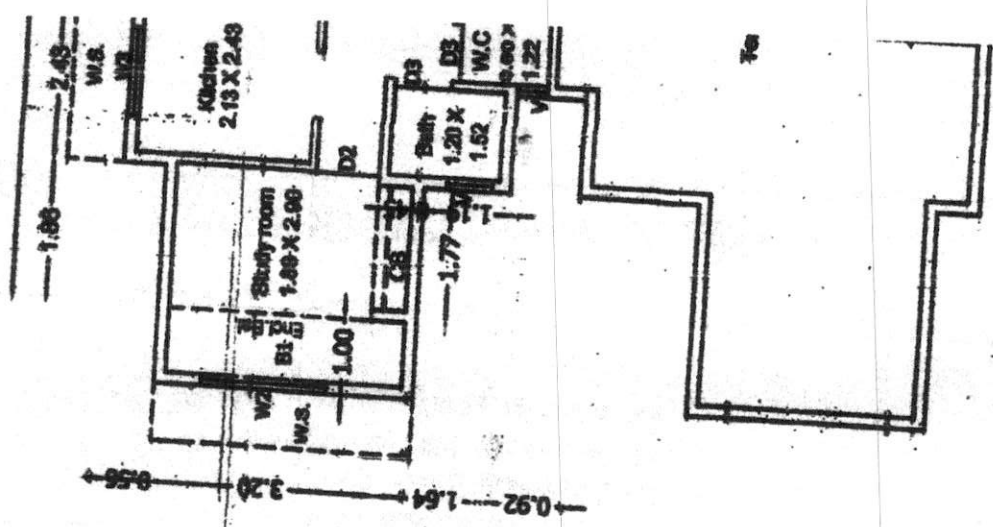
STAMP OF APPROVAL OF PLANS



क.प्र.र-र  
 २९६ / २०२  
 ६९ / १००

TOTAL BUILT UP AREA [186.21 - 56.05] = 56.05 SQ.MT.  
 TOTAL BUILT UP AREA [186.21 - 56.05] = 130.16 SQ.MT.

AREA DIAGRAM  
 FOURTH FLOOR  
 SCALE :- 1:200



FIRST TO THIRD FLOOR PLAN  
 SCALE :- 1:100



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT. OF INDIA**

**BHAVESH M VORA**  
**M N VORA**  
**04/12/1975**  
 Permanent Account Number  
**AACPV1738J**

  
 Signature



**भारत सरकार**  
**Government of India**

**भारत**

**भावेश महेंद्रकुमार वोरा**  
**Bhavesh Mahendrakumar Vora**  
**जन्म तारीख/DOB: 04/12/1975**  
**पुरुष/ MALE**  
**Mobile No: 9004347780**  
**2108 7624 2392**  
**VID : 9110 8692 4625 4950**

Download Date: 29/11/2020  
 Issue Date: 03/07/2011

**मेरा आधार, मेरी पहचान**

**भारतीय विशिष्ट पहचान प्राधिकरण**  
**Unique Identification Authority of India**

**भारत**

**पता:**  
 S/O महेंद्रकुमार वोरा, पाननगर पोलीस स्टेशन जवळ,  
 51/1523, गार्डन व्ह्यू चौ.ओप.ही.सो., घाटकोपर पूर्व,  
 पंत नगर स.ओ., मुंबई,  
 महाराष्ट्र - 400075

**Address:**  
 S/O Mahendrakumar Vora, Near Pantnagar  
 Police Station, 51/1523, Garden View C.H.S.,  
 Ghatkopar East, Pant Nagar S.O, Mumbai,  
 Maharashtra - 400075

**2108 7624 2392**  
**VID : 9110 8692 4625 4950**

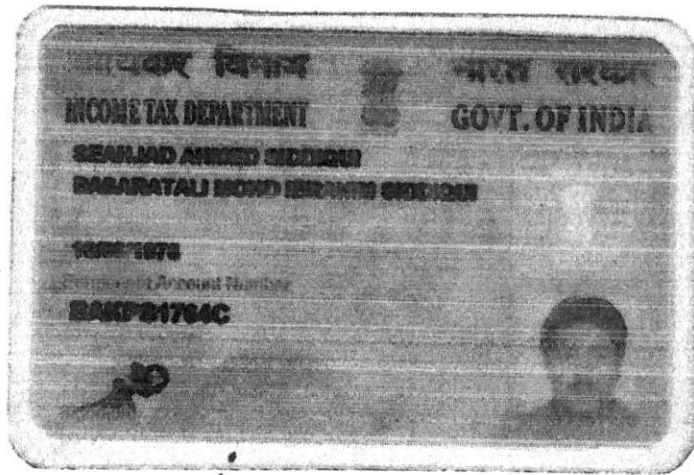
1947 | help@uidai.gov.in | www.uidai.gov.in



क.ज.र-२
२५/१२/२०२२
८७/१००



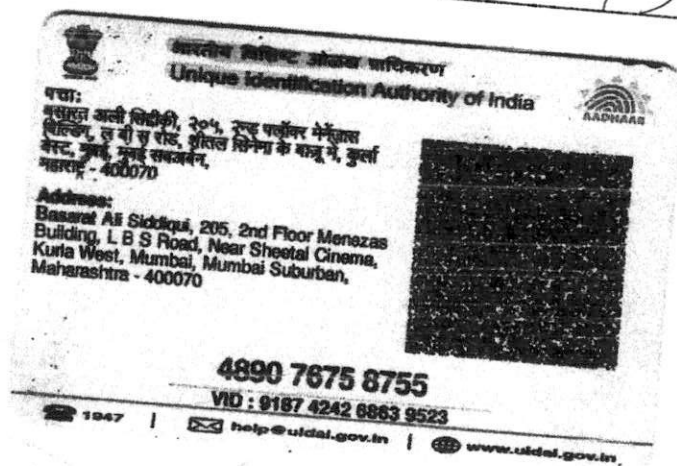
क.ज.र-२
२५८ / २०२२
५८ / १००



माझे आधार, माझी ओळख



क.ज.र-२	
२५८	२०२२
६६	१००



भारत सरकार  
Government of India

डाउनलोड डेटा: 25/10/2020



शबाजाली मेरसज हसन खान  
Shabazali Mersaj Hasan Khan  
कम सं/DOB: 04/10/1990  
पुरुष / MALE

3932 8302 9995  
VID : 9121058703204195

माझी आधार, माझी ओळख

भारत सरकार  
Government of India



जैद शेख  
Jaid Shaikh  
जन्म तिथि / DOB : 24/09/1985  
पुरुष / Male

7941 6360 6904

आधार - आम आदमी का अधिकार

K. Shabaaz

*J. Shaikh*

भारतीय विशिष्ट अंकक प्राधिकरण  
Unique Identification Authority of India

पता:  
S/O मेरसज हसन खान, मंसूक मेथोडिस्ट चर्च या जवळ,  
र नो-1, शिरो नगर मदिना मार्केट सॅकी विहार रोड,  
साकिनका 5.0, मुंबई,  
महाराष्ट्र - 400072

Address:  
S/O Mersaj Hasan Khan, near mansuk  
methodist church, R no-1, shiro nagar madina  
market saki vihar road, Sakinaka S.O,  
Mumbai,  
Maharashtra - 400072

3932 8302 9995  
VID : 9121058703204195

help@uidai.gov.in | www.uidai.gov.in

भारतीय विशिष्ट अंकक प्राधिकरण  
Unique Identification Authority of India

पता: S/O: मुईज शेख, नेरल,  
रैगह, नेरल, महाराष्ट्र, 410101

Address: S/O: Mueez Shaikh, Nerul,  
Raigah, Nerul, Maharashtra, 410101

7941 6360 6904

help@uidai.gov.in | www.uidai.gov.in



क.ज.र-२	
eyk	2022
eo	900



क.ज.र-२	
९५८	२०२२
९९	९००



क.ज.र-२	
९५८	/ २०२२
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१५८	२०२२
१३	१००



क.ज.र-२	
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क.ज.र-२	
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०५	/ १००



क.ज.र-२	
२५८	२०२२
०६	१००

543/958

सोमवार, 28 फेब्रुवारी 2022 11:04 म.पू.

दस्त गोपवारा भाग-1

कजर2 201900

दस्त क्रमांक: 958/2022

दस्त क्रमांक: कजर2 /958/2022

बाजार मूल्य: रु. 14,96,000/-

मोबदला: रु. 19,50,000/-

भरलेले मुद्रांक शुल्क: रु.1,17,000/-

दु. नि. सह. दु. नि. कजर2 यांचे कार्यालयात

अ. क्र. 958 वर दि.28-02-2022

रोजी 11:03 म.पू. वा. हजर केला.

पावती:1082

पावती दिनांक: 28/02/2022

सादरकरणाराचे नाव: श्री. भावेश महेंद्रकुमार बोरा - -

नोंदणी फी

रु. 19500.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकुण: 21500.00

दस्त हजर करणाऱ्याची सही:

S.R. KARJAT 2

सह दुय्यम निधीक कर्जत क्र. 2

दस्ताचा प्रकार: विक्री करारनामा

मुद्रांक शुल्क: (दोन) कोणत्याही नगरपालिका किंवा नगर पंचायत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा मुंबई महानगर प्रदेश ॥ विकास प्रा॥धिकरणाच्या हद्दीत असलेल्या कोणत्याही ग्रामीण क्षेत्रात, किंवा मुंबई मुद्रांक (मालमत्तेच्या प्रत्यक्ष बाजार मूल्याचे निधारण) नियम, 1995 अन्वये प्रकाशित झालेल्या वार्षिक विवरणपत्रातील दराप्रमाण प्रभाव क्षेत्रात.

शिक्का क्र. 1 28 / 02 / 2022 11 : 03 : 12 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 28 / 02 / 2022 11 : 04 : 27 AM ची वेळ: (फी)

S.R. KARJAT 2

सह दुय्यम निधीक कर्जत क्र. 2

दस्ताऐवजासोबत जोडलेली कागदपत्रे  
कुलमुखत्यारपत्रे, व्यक्ती इ. वनावट  
आढळून आल्यास यांची संपूर्ण  
जबाबदारी दस्त निष्पादकांची राहिल.

देणार

घेणार



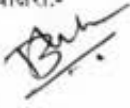


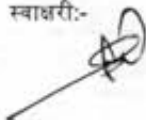




क.ज.र-२
९५८ / २०२२
९८ / १००

28/02/2022 11 06:18 AM

दस्त क्रमांक :कजर2/958/2022

दस्ताचा प्रकार :-विक्री करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री. भावेश महेंद्रकुमार बोरा - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा.पंतनगर पोलिस स्टेशन च्या बाजूला,51/1523,गार्डन व्हिए,सी.एच.एस,घाटकोपर,मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन नंबर:AACPV1738J	लिहून देणार वय :-47 स्वाक्षरी:- 		
2	नाव:मे.डिसेन्ट विल्डर्स अँड डेव्हलपर्स तर्फे भागिदार श्री.शहजाद अहमद सिद्दीकी - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रा.रूम नं.47,हनीफ चाळ,कुरेश नगर हिल,कुर्ला ईस्ट,मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन नंबर:BAKPS1764C	लिहून देणार वय :-43 स्वाक्षरी:- 		

बरील दस्तऐवज करून देणार तथाकथित विक्री करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:28 / 02 / 2022 11 : 05 : 36 AM

ओळख:-

खालील इमम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री. जैद शेख - - वय:33 पत्ता:रा.नेरळ खांडा,ता.कर्जत,जि.रायगड पिन कोड:410101	 स्वाक्षरी		
2	नाव:शाबाजअली मेराज हुसन खान - वय:36 पत्ता:साकीनाका मुंबई पिन कोड:400072	 स्वाक्षरी		

शिक्का क्र.4 ची वेळ:28 / 02 / 2022 11 : 06 : 06 AM

शिक्का क्र.5 ची वेळ:28 / 02 / 2022 11 : 06 : 10 AM नोंदणी पुस्तक क्र.2

S.R. KADAM

सह दस्तऐवज करणारे कर्जत क्र.२

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	BHAVESH MAHENDRAKUMAR VORA	eChallan	00040572022022588247	MH013668280202122E	117000.00	SD	0006670451202122	28/02/2022
2	BHAVESH MAHENDRAKUMAR VORA	eChallan		MH013668280202122E	19500	RF	0006670451202122	28/02/2022
3		DHC		2502202205444	2000	RF	2502202205444D	28/02/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

958 /2022

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

क.ज.र-२	
९५८	२०२२
१००	१००

प्रमाणीत करणेत येते की या दस्तास  
एकुण.....१००.....पाने आहेंत  
सह दुय्यम विद्ययुक्त कर्जत क्र.२

.....१००..... पुस्तकाचे  
.....९५८..... नंबरी नोंदला  
सह दुय्यम विद्ययुक्त कर्जत क्र.२  
तारीख २८ माह २ सन २०२२



# DECENT

BUILDERS & DEVELOPERS

Head off: Huma Business Centre 604/A-wing Trade Square, Mehra Compound, A.K Road, Sakinaka Mumbai -400072  
Contact: +91 9619041419 / +91 9820033524 Email : decentbd2017@gmail.com

To:  
The Assistant General Manager  
State Bank of India  
RACPC, Mumbai

Date:05.02.2022

Dear Sir,

We, Decent Builders And Developers here by certify that:

1. We have transferable rights to the property described below, which has been allotted by me/us to Shri/Smt. **Bhavesh Mahendrakumar Vora** herein after referred to as "the purchasers", subject to the due and proper performance and compliances of all the terms and conditions of the Allotment Letter/Sale Agreement dated 28.02.2022 (herein after referred to as the "Sale document")

	Description of the property
Flat No./ House No.	303
Building No./Name	Decent Apartment
Plot No	12 Survey no: 175
Street No./Name	Dilkap College Road
Locality Name	Mamdapur
Area Name	Neral
City & District Name	Karjat
Pin Code	410101

2. That the total consideration for this transaction is Rs 19,50,000 (Rs. in words) NINETEEN LAKH FIFTEEN THOUSAND ONLY towards sale document and Rs. \_\_\_\_\_ (Rs.) \_\_\_\_\_ towards \_\_\_\_\_. (Name any other Registered agreement, if any)

3. The title of the property described above is clear, marketable and free from all encumbrances and doubts.

4. I/We confirm that I/we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (herein after referred to as "the Bank") as security for the amount advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.



5. We have **Not** borrowed from any financial institution for the purchase /development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

6. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept State Bank of India as a nominee of the above named purchaser for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, I/We note not to change the same without the written NOC of the Bank.

7. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.

8. Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds favouring "**DECENT BUILDERS AND DEVELOPERS (Name), HDFC BANK LTD (Bank Name) NERAL RAIGAD Branch, Account No. 50200037369576**" IFSC :- **HDFC0003046**

9. In case of cancellation of the sale-agreement for any reason, I/We shall refund the amount by crossed cheque favouring the Bank A/C " SBI HOME LOAN AC of Mr/Ms **Bhavesh Mahendrakumar Vora** (name of the purchaser(s))", and will be forward the same to you directly.

10. The signatory to this letter draws authority to sign this undertaking on behalf of the company/firm vide \_\_\_\_\_ (description of document of delegation of authority to the signatory.)

Yours faithfully,

For **Decent Builders And Developers**



Authorized Signatory.

Name - SEAHJAD AHMED SIDDIQUI

Designation - PARTNER

Place - MUMBAI

Date - 05.03.2022





# Decent Builders & Developers

Address : Sadaf Apt, Office No. 02, Plot No. 24, Survey No. 169, Mamdapur, Neral  
Mob.: 9820033524 / 9619041419

## PAYMENT VOUCHER

Flatno: 303

Receipt No. 52

Date : 24/02/2022

Received from MR. Bhavesh Mahendra Kumar Vora. Mob.: \_\_\_\_\_

The sum of Rupees One Lakh only Only

Vide Cheque No. Imps Dated 24/02/22 drawn on Online Transfer.

Against Flat No. "303" at "DECENT APARTMENT" Plot No. 12, Survey No. 175,  
Mamdapur Neral, (Karjat)

₹ 1,00,000/-

(Subject to realization of Cheque)



For DECENT BUILDERS & DEVELOPERS

[Signature]  
(Authorised Signatory)



# Decent Builders & Developers

Address : Sadaf Apt, Office No. 02, Plot No. 24, Survey No. 169, Mamdapur, Neral  
Mob.: 9820033524 / 9619041419

## PAYMENT VOUCHER

Flat : 303

Receipt No. 53

Date : 07/03/2022

Received from MR. Bhavesh Mahendras Kumar Vora . Mob: \_\_\_\_\_

The sum of Rupees One lakh only . \_\_\_\_\_ Only

Vide Cheque No. "314592" Dated 07/03/22 drawn on Decent B&D.

Against Flat No. "303" at "DECENT APARTMENT" Plot No. 12, Survey No. 175,  
Mamdapur Neral, (Karjat)

₹ 100,000/-



For DECENT BUILDERS & DEVELOPERS

(Authorised Signatory)

(Subject to realization of Cheque)



CHALLAN  
MTR Form Number-6



GRN	MH014510969202122E	BARCODE					Date	12/03/2022-14:53:57	Form ID	6(1)	
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty Sale of Non Judicial Stamps IGR Rest of Maha			TAX ID / TAN (If Any)							
Office Name	KJT2_KARJAT 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AACPV1738J						
Location	RAIGAD			Full Name	BHAVESH M VORA						
Year	2021-2022 One Time			Flat/Block No.	FLAT NO 303, 3RD FLOOR, DECENT						
				Premises/Building	APARTMENT						
Account Head Details	Amount In Rs.										
0030046401	Sale of NonJudicial Stamp		5200.00	Road/Street	VILLAGE MAMDAPUR, KARJAT						
				Area/Locality	RAIGAD						
				Town/City/District							
				PIN		4	1	0	1	0	1
				Remarks (If Any)	PAN2=AAACS8577K-SecondPartyName=STATE BANK OF INDIA-CA=1717000						
				Amount In	Five Thousand Two Hundred Rupees Only						
Total			5,200.00	Words							
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK							
Cheque/DD Details				Bank CIN	Ref. No.	69103332022031213696	2734594836				
Cheque/DD No.				Bank Date	RBI Date	12/03/2022-14:55:22	Not Verified with RBI				
Name of Bank				Bank-Branch	IDBI BANK						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

Department ID :

Mobile No. : 2223707516

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयत नोदणी करतवयाच्या दस्तांसाठी लागू आहे. नोदणी न करतवयाच्या दस्तांसाठी सदर चलन लागू नाही.

12 MAR 2022

**MEMORANDUM OF DEPOSIT (BORROWER'S PROPERTY AT RACPC/RCPC/RASMECCC/HOME BRANCH)**

(Approved by Corporate Centre, Mumbai vide Memo Number No. CC/LAW/SKS/392 dated 2nd April, 2005)

**MEMORANDUM OF DEPOSIT**

Stamp to be paid if required under the stamp law applicable to the State

12 MAR 2022

**Mr. Bhavesh Mahendrakumar Vora (S/O W/O D/O) MAHENDRAKUMAR VORA,** (MORTGAGOR(S)) attended State Bank of India, \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and met Shri/Smt. Sushil Kumar behera (Name & Designation) and deposited in the presence of Shri/Smt. Varsha Gaudicwar (Name & Designation) and Shri/Smt. Pravin Navale (Name & Designation) the documents of title more particularly described in Schedule I hereunder written in respect of the property more particularly described in Schedule II hereunder written with an intent to create a first charge by the way of equitable mortgage in favour of the Bank as continuing security for the payment of all the moneys at any time due and payable by him/her to the Bank in respect of the term loan/advance of **₹17,17,000.00 (Rupees seventeen lakh seventeen thousand only)** granted to him/her under the **HOME LOAN** scheme together with interest, costs, charges and expenses.

**Mr. Bhavesh Mahendrakumar Vora (S/O W/O D/O) MAHENDRAKUMAR VORA,** also acknowledged that the maximum amount intended to be secured by the said mortgage created on \_\_\_\_\_ day of \_\_\_\_20\_\_\_\_ for the purpose of section 79 of the Transfer of Property Act, 1882 is **₹17,17,000.00 (Rupees seventeen lakh seventeen thousand only)**, without prejudice to his/her liability to the Bank for repayment of all the moneys dues payable by him/her in respect of the term loan of **₹17,17,000.00 (Rupees seventeen lakh seventeen thousand only)** together with interest, costs, and expenses.

12 MAR 2022

While making the delivery of the said title deeds detailed in Schedule I hereunder written he/she also stated that there are no outstanding claims, attachments, notices in respect of any dues against the said property. He/She also confirmed that there are no encumbrances against the said property except those specifically disclosed to the Bank and the title deeds detailed in Schedule I hereunder written are the only documents of title in his/her possession in respect of the immovable property more particularly described in Schedule II hereunder written.

SCHEDULE I



P. Navale  
ML Pravin Navale  
PF No. 5675626



List of documents of Title Deeds

SCHEDULE II

The property situated at FLAT-303, DECENT APT,NERAL BADLAPUR ROAD,THANE, MAHARASHTRA, PIN-410101

(Give full description of the property mortgaged)

.....  
.....  
.....

SIGNATURE

1. Shri / Smt. \_\_\_\_\_

Mr. Pravin Navale  
PF No. 5675626 ;

SIGNATURE

2. Shri / Smt. Sushil Kumar Behring

(Signature of Authorized Officer(s) who accepted delivery)

Place: RACPC Ghatkopar

Date: 12 MAR 2022



State Bank of India  
Retail Assets Centralised Processing Centre,  
1<sup>st</sup> Floor, Ashok Silk Mills Compound,  
LBS Marg, Ghatkopar (West),  
Mumbai 400086  
Tel : 25009011/12/13/15

Date : 11/03/2022

To,

Mr. BHAVESH MAHENDRAKUMAR VORA

Property Address : Flat NO.303, DECENT APARTMENT, NERAL, KARJAT

With regards to your Housing loan following documents received at RACPC Ghatkopar;

- 1 Agreement for Sale dated February 2022 between M/S DECENT BUILDERS AND DEVELOPERS AND Mr. BHAVESH MAHENDRAKUMAR VORA with Registration receipt No.1082 dated 28/02/2022 and Index II dated 28/02/2022.
- 2 Payment Receipt of Rs.100000.00 dated 24/02/2022 & Rs.100000.00 dated 07/03/2022.
- 3 NOC from DECENT BUILDERS & DEVELOPERS dated 05/02/2022.



**BRANCH MANAGER**

We further request you to submit the following documents as and when issued by the appropriate authority in respect of your flat.

A .Share certificate.



CHALLAN  
MTR Form Number-6



GRN	MH01:415177202122U	BARCODE	[Barcode]				Date	10/03/2022-17:55:33	Form ID		
Department				Inspector General Of Registration						Payer Details	
Search Fee				Type of Payment		Other Items		TAX ID / TAN (If Any)			
								PAN No.(If Applicable)			
Office Name				KJT_KARJAT SUB REGISTRAR		Full Name		SSP LEGAL			
Location				RAIGAD		Flat/Block No.					
Year				2021-2022 One Time		Premises/Building					
Account Head Details				Amount In Rs.		Road/Street					
0030072201 SEARCH FEE				325.00		Area/Locality					
						Town/City/District					
						PIN					
						Remarks (If Any)					
						2010 TO 2022 13 YEARS IRO BEING FLAT NO 303 DECENT					
						APARTMENT SURVEY NO 151 VILLAGE MAMDAPUR					
						Amount In		Three Hundred Twenty Five Rupees Only			
Total				325.00		Words					
Payment Details				STATE BANK OF INDIA		FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		00040572022031069953		CPABMDOHV1	
Cheque/DD No.				Bank Date		RBI Date		10/03/2022-17:24:56		Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA					
Name of Branch				Scroll No. , Date		Not Verified with Scroll					

Department ID

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9821488184

सदर चालन "टाइम ऑफ पेमेंट" अर्थात नगद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करता वयाच्या दस्तासाठी लागू नाही.

90/228

Monday, May 02, 2022

3:52 PM

पावती

70094

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 773 दिनांक: 02/05/2022

गावाचे नाव: Mamadapur

फाईलिंगचा अनुक्रमांक: KJT-228-2022

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposite of title Deed

मादर करणान्याचे नाव: BHAVESH MAHENDRAKUMAR VORA

Document Handling

₹. 300.00

Filing Fee

₹. 8750.00

एकूण:


₹. 9050.00

मादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 12/04/2022 रोजी घेतलेल्या रु.1750000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH014568647202122E Defaced vide 0000712749202223 Dated.02/05/2022.

GRN is MH014510653202122E Defaced vide 0000712734202223 Dated.02/05/2022.

PRN is 1403202218834 Defaced vide 1403202218834D Dated.02/05/2022.

  
S.R. Kariat  
दुय्यम निबंधक, श्रेणी-१  
कर्जत-१, जि. रायगड.



19/05/2022

सूची क्र.2

दुय्यम निबंधक : S.R. Karjat

Note:-Generated Through eSearch  
Module,For original report please  
contact concern SRO office.

फाईल क्रमांक : 228/2022

नोदणी :

Regn:63m

गावाचे (Village Name) : Mamadapur

(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed
(2) कर्जाची रक्कम (Loan amount)	Rs.1750000/-
(3) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) (Property Description)	1) Corporation: कर्जत Other details: Building Name:DECENT APARTMENT , Flat No:302, Road:, Block Sector:, Landmark: ( Plot Number: 12 ; Survey Number: 151 ; )
(4) क्षेत्रफळ (Area)	1) Carpet Area :33.59 Square Meter
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: BHAVESH MAHENDRAKUMAR VORA Age: 46, Address: Building Name:GARDEN VIEW CHS, Flat No:51/1523, Road:NEAR PANTNAGAR POLICE STATION, City:GHATKOPAR , State:MAHARASHTRA, District:MUMBAI, Pin:400075 ,PAN: AACPV1738J
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: STATE BANK OF INDIA Address: RACPC GHATKOPAR (RGH), MUMBAI
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	12/04/2022
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	02/05/2022
(9) फायलींग नंबर (Filing No.)	228/2022
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.5400/-
(11) फायलींग शुल्क (Filing Amount)	Rs.9400/-
(12) Date of submission	23/04/2022
(13) शेर (Remark)	-