



# VIMAL BUILDERS

Survey No. 42 H. No. 4, 41 H. No. 1/1 & 1/2

Survey No.42 H. No.5

KASARVADAWLI, THANE ( W )



**EVEREST**  
DEVELOPERS



Saturday, January 01, 2011

11:35:41 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4

गावाचे नाव वडवली

दिनांक 01/01/2011

दस्तऐवजाचा अनुक्रमांक टनन5 - 00004 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:अजय वामन कापुरे - -

नोंदणी फी	:-	15800.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (102)	:-	2040.00
<b>एकूण</b>	<b>रु.</b>	<b>17840.00</b>

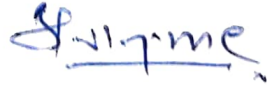
आपणास हा दस्त अंदाजे 11:50AM ह्या वेळेस मिळेल

  
दुय्यम निंबधक  
सह दु.नि.ठाणे 5

बाजार मुल्य: 1189000 रु. मोबदला: 1577133 रु.  
भरलेले मुद्रांक शुल्क: 61500 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;  
बँकेचे नाव व पत्ता: भारतीय स्टेट बँक;

डीडी/धनाकर्ष क्रमांक: 618135; रक्कम: 15800 रु.; दिनांक: 31/12/2010

  
दुय्यम निंबधक



## सूची क्र. दोन INDEX NO. II

गावाचे नाव : वडवली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रु. 1,577,133.00  
बा.भा. रु. 1,189,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 7/15,8/1,2,5,6,/-/-/- वर्णन: झोन 13/48 - स.नं. 7/15,8/1,2,5,6, 9/1,2, 10/2, सदनिका नं 1307, 13वा मजला, पेटुनिया वि.,एव्हरेस्ट कंट्रीसाईड, जी बी रोड, कासारवडवली ,ठाणे.
- (3) क्षेत्रफळ (1) 45.72 चौ मी बांधीव
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) में. विमल बिल्डर्स तर्फे भागिदार नैनेश शाह तर्फे कु.मु. म्हणुन गोविंद काकडे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: जी बी रोड ठाणे; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अजय वामन कापुरे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: मानसरोवर निळकंठ हाईटस ठाणे; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AFPPK4654L.  
(2) पुजा अजय कापुरे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: व प्र; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ALZPK6528M.
- (7) दिनांक करून दिल्याचा 29/12/2010
- (8) नोंदणीचा 01/01/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 4 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 61475.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 15800.00
- (12) शेर



सह दुय्यम निबंधक ठाणे क्र. ५



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन 2010

ट न व - ५	
दस्त क्रमांक	४ / २०१०
२००९/१०२	

- दस्ताचा प्रकार :- अनिवासी अनुच्छेद क्रमांक २००९/१०२
- सादरकर्त्याचे नाव :- अनंत कापूर
- तालुका :- ठाणे
- गावाचे नाव :- वसवली
- नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- ७
- मूल्य दरविभाग (झोन) :- उपविभाग १३/६८-१०/५
- मिळकतीचा प्रकार :- खुली जमीन निवासी  कार्यालय  दुकान  औद्योगिक
- प्रति चौ मी. दर :- २३१२५
- दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ५६.७२ कारपेट / बिल्ट अप चौ.मीटर / फूट
- कारपार्किंग :- — गच्ची :- — पोटमाळा :- —
- मंजला क्रमांक :- १३५१ उदवाहन सुविधा आहे / नाही
- बांधकाम वर्ष :- — घसारा :- —
- बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
- बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- — ज्यान्वये दिलेली घट / वाढ
- लिक्व्ह अॅन्ड लायसन्सचा दस्त :- १. प्रतिमाह भाडे रक्कम :- —  
निवासी / अनिवासी २. अनामत रक्कम / आगावू भाडे :- —  
३. कालावधी :- —
- निर्धारित केलेले बाजारमूल्य :- ११,८९,०००/-
- दस्तामध्ये दर्शविलेली मोबदला :- १५,७७,१३३/-



- देय मुद्रांक शुल्क :- ६१,५००/- भरलेले मुद्रांक शुल्क :- ६१,५००/-
- देय नोंदणी फी :- १५,७८०/-

लिपीक

सह दुय्यम निबंधक ठाणे क्र. ५  
सह दुय्यम निबंधक



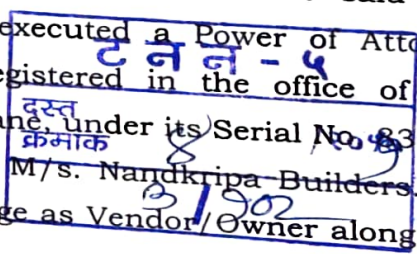
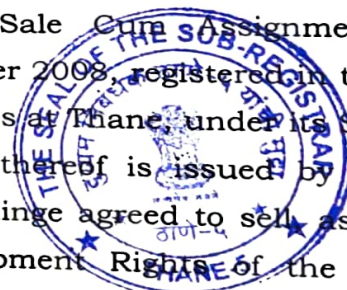
and permitted assigns/in the case of a body corporate, its successors and permitted assigns/in the case of a Partnership Firm, the Partners for the time being and from time to time constituting the Firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns/in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time of the coparcenary and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns of the Other Part.

**WHEREAS:**

I. The Developers have acquired rights, in Eight properties admeasuring in all aggregating to about approx. 18,766.32 Sq.Mtrs., which are adjoining to each other, all at Village Kasar Vadavli, Taluka and District Thane and more particularly described in the Schedule hereunder written (hereinafter collectively referred to as the said Property) and individually be referred to as the First Property, Second Property, Third Property, Fourth Property, Fifth Property, Sixth Property, Seventh Property and Eighth Property as the case may be.

A) The Developers have acquired Rights in the First Property, in the following manner:-

Under an Agreement for Sale Cum Assignment Cum Development dated 8<sup>th</sup> October 2008, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN5/7977/2008, Index II thereof is issued by the said Office, Shri Walkya Joma Shinge agreed to sell, assign and convey and/or give Development Rights of the Property admeasuring about 1,280.00 Sq.Mtrs. bearing Survey No. 8, Hissa No. 2 to M/s. Nandkripa Builders. The said Shri Walkya Joma Shinge also executed a Power of Attorney dated 8<sup>th</sup> October 2008, registered in the office of Sub Registrar of Assurance at Thane, under its Serial No. 830/08 in favour of the Partners of M/s. Nandkripa Builders. The said Shri Walkya Joma Shinge as Vendor/Owner along with



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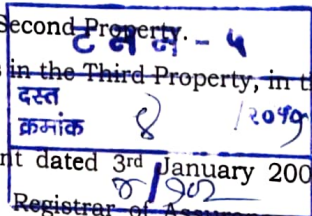
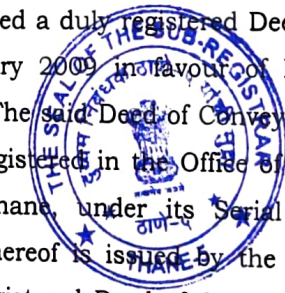
M/s. Nandkripa Builders as Confirming Party further executed a duly registered Deed of Conveyance dated 18<sup>th</sup> February 2009 in favour of M/s. Vimal Builders as Purchasers. The said Deed of Conveyance dated 18<sup>th</sup> February 2009 is registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN5/01398/2009, Index II thereof is issued by the said Office. By virtue of the said registered Deed of Conveyance dated 18<sup>th</sup> February 2009, M/s. Vimal Builders have become the absolute owners of the said First Property.

B) The Developers have acquired Rights in the Second Property, in the following manner:-

Under an Agreement for Sale dated 3<sup>rd</sup> January 2009, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN5/61/2009, Index II thereof is issued by the said Office, Shri Krishna Mahadu Raut & Others agreed to sell, assign and convey and/or give Development Rights of the Property admeasuring about 839.70 Sq.Mtrs. bearing Survey No. 8, Hissa No. 6 to M/s. Vastushilpa Realtors Pvt. Ltd. The said Shri Krishna Mahadu Raut & Others also executed a Power of Attorney dated 3<sup>rd</sup> January 2009, registered in the office of Sub Registrar of Assurance at Thane, under its Serial No. 4/2009, in favour of the Directors of M/s. Vastushilpa Realtors Pvt. Ltd. The said Shri Krishna Mahadu Raut & Others as Vendors/ Owners along with M/s. Vastushilpa Realtors Pvt. Ltd as Confirming Party further executed a duly registered Deed of Conveyance dated 18<sup>th</sup> February 2009 in favour of M/s. Vimal Builders as Purchasers. The said Deed of Conveyance dated 18<sup>th</sup> February 2009 is registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN5/01400/2009, Index II thereof is issued by the said Office. By virtue of the said registered Deed of Conveyance dated 18<sup>th</sup> February 2009, M/s. Vimal Builders have become the absolute owners of the said Second Property.

C) Developers have acquired Rights in the Third Property, in the following manner:-

Under a Development Agreement dated 3<sup>rd</sup> January 2009, registered in the Office of Sub Registrar of Assurances at

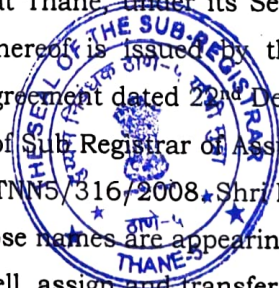


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Thane, under its Serial No. TNN5/62/2009, Index II thereof is issued by the said Office, Shri Krishna Mahadu Raut & Others agreed to sell, assign and convey and/or give Development Rights in the Property admeasuring about 2,468.56 Sq.Mtrs. bearing Survey No. 9, Hissa No. 2 to M/s. Vastushilpa Realtors Pvt. Ltd. The said Shri Krishna Mahadu Raut & Others also executed a Power of Attorney dated 3<sup>rd</sup> January 2009, registered in the office of Sub Registrar of Assurance at Thane, under its Serial No. 3/09 in favour of the Directors of M/s. Vastushilpa Realtors Pvt. Ltd. The said Shri Krishna Mahadu Raut & Others as Vendors/Owners along with M/s. Vastushilpa Realtors Pvt. Ltd as Confirming Party further executed a duly registered Deed of Conveyance dated 18<sup>th</sup> February 2009 in favour of M/s. Vimal Builders as Purchasers. The said Deed of Conveyance dated 18<sup>th</sup> February 2009 is registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN5/01399/2009, Index II thereof is issued by the said Office. By virtue of the said registered Deed of Conveyance dated 18<sup>th</sup> February 2009, M/s. Vimal Builders have become the absolute owners of the said Third Property

D) Developers have acquired Rights in the Fourth Property, in the following manner:-

Under an Agreement for Sale cum Assignment Cum Development dated 24<sup>th</sup> April 2006, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN2/3169/2006, Index II thereof is issued by the said Office and a Supplementary Agreement dated 20<sup>th</sup> December 2007, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN5/316/2008, Shri Namdev Damu Shinge and Others, whose names are appearing in the said Agreement/s, agreed to sell, assign and transfer and/or give Development rights of the Property admeasuring about 3,070.00 Sq.Mtrs. bearing Survey No. 8, Hissa No. 7, to the Developers, having also executed General Power of Attorney dated 24<sup>th</sup> April 2006, registered in an Office of Sub Registrar of Assurances at Thane, under its Serial No. 378/2006 and having also executed a Special Power of Attorney dated 10<sup>th</sup> January 2008, registered in an Office of



रजव-५  
दिनांक ५/१/२०१०  
क्रमांक

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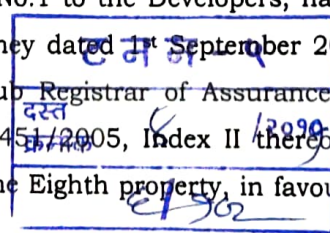
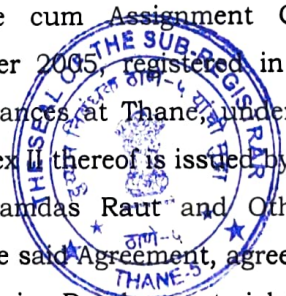
Sub Registrar of Assurances at Thane, under its Serial No. 44/2008, Index II thereof is issued by the said Office of the Fourth Property, in favour of the Developers.

E) Developers have acquired Rights in the Fifth Property, Sixth Property and Seventh Property, in the following manner:-

Under an Agreement for Sale cum Assignment Cum Development dated 18<sup>th</sup> May 2006, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN2/3945/2006, Index II thereof is issued by the said Office. Smt. Habiba Shaikh and Others, whose names are appearing in the said Agreement, agreed to sell, assign and transfer and/or give Development rights of the Fifth Property, Sixth Property and Seventh Property totally admeasuring about 5,028.06 Sq.Mtrs. bearing Survey No. 7, Hissa No. 15 admeasuring 1,224.13 Sq.Mtrs., Survey No. 8, Hissa No. 5 admeasuring 1,790.68 Sq.Mtrs. and Survey No. 10, Hissa No. 2 admeasuring 2,013.25 Sq.Mtrs. to the Developers, having also executed General Power of Attorney dated 18<sup>th</sup> May 2006, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. 498/2006, Index II thereof is issued by the said Office of the Fifth Property, Sixth Property and Seventh Property in favour of the Developers.

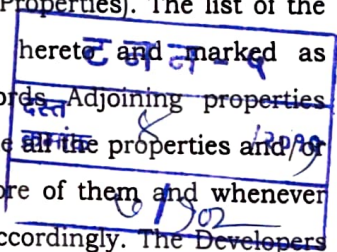
F) Developers have acquired Rights in the Eighth Property, in the following manner:-

Under an Agreement for Sale cum Assignment Cum Development dated 1<sup>st</sup> September 2005, registered in the Office of Sub Registrar of Assurances at Thane, under its Serial No. TNN2/5640/2005, Index II thereof is issued by the said Office. Shri Raghunath Ramdas Raut and Others, whose names are appearing in the said Agreement, agreed to sell, assign and transfer and/or give Development rights of the Eighth Property admeasuring about 6,080.00 Sq.Mtrs., bearing Survey No. 8, Hissa No.1 to the Developers, having also executed Power of Attorney dated 1<sup>st</sup> September 2005, registered in an Office of Sub Registrar of Assurances at Thane, under its Serial No. 451/2005, Index II thereof, is issued by the said Office of the Eighth property, in favour of the Developers.



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- II. By virtue of the above Conveyance/s and/or Agreements for Sale Cum Assignment cum Development and/or Supplementary Agreement and said Power of Attorney/ies and/or Special Power of Attorney, the Developers have become absolutely entitled to develop the said Property and enter into Agreement for Sale/Lease Agreement/Leave & Licence Agreement or by way of any other mode as the Developer deems fit in respect of Flat/Units/Premises /Shop/Bungalow/Row House/Malls/Building/s constructed or to be constructed on the said Property.
- III. The 7/12 Extracts and other land Revenue Records of the First Property appears in the name of Shri Walkya Joma Shinge, that of the Second Property in the name of Shri Mahadu Ragho and that of the Third Property in the name of Shri Krishna Mahadu Raut, and that of the Fourth Property in the name of Shri Namdev Damu Shinge and Others, and that of the Fifth Property, Sixth Property and Seventh Property in the name of Smt. Habiba Shaikh and Others, and that of the Eighth Property in the name of Shri Raghunath Ramdas Raut & Others. The 7/12 Extracts of all the Nine Property are annexed hereto and marked as **Annexure "A"**.
- IV. The Developers have represented that the Developers are developing the said property and/or adjoining properties by constructing building/s in a phased manner under their project known as "EVEREST COUNTRYSIDE" (hereinafter referred as "the said complex"). The Developers in Phase II have commenced construction of building/s to be forever known as (1) Building A - Petunia, (2) Building B - Daffodil and (3) Building C - Marigold (Phase II Project) in the said complex.
- V. The Developers are holding rights and/or intend to purchase and/or intend to develop Adjoining Properties, all at Village Kasar Vadavli & Moghar Pada, Taluka and District Thane, (hereinafter collectively referred to as the Adjoining Properties). The list of the said Adjoining Properties is annexed hereto and marked as **Annexure "B"**. Provided that the words Adjoining properties mentioned herein shall mean and include all the properties and/or any part thereof and/or any one or more of them and whenever required shall be read and construed accordingly. The Developers

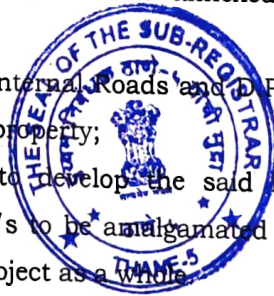


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in a phase-wise manner and/or from time to time, also intend to develop Adjoining Properties, but entire project i.e. Development of the said Property including the Adjoining Properties shall popularly be known as "EVEREST COUNTRYSIDE" only and if necessary/required, may be treated as one Layout at the sole discretion/decision of the Developers.

VI. The Developers have informed and/or obtained following Order/Permission/Approval as mentioned herein under;

- A) N.A.Permission dated 06.10.2008 bearing No. Mehsul/K-1/T-1/NAP/SR - 456/2008 for Plot bearing S.No. 8 H.No. 7. The said N.A Permission is annexed hereto and marked as **Annexure "C"**.
- B) N.A.Permission dated 06.10.2008 bearing No. Mehsul/K-1/T-1/NAP/SR - 457/2008 for Plot bearing S.No. 8 H.No.2. The said N.A Permission is annexed hereto and marked as **Annexure "D"**.
- C) N.A.Permission dated 20.08.2009 bearing No. Mehsul/K-1/T-1/NAP/SR-77/2009 for Plot bearing S.Nos. 7/15, 8/1, 8/2, 8/5, 8/6, 9/2 and 10/2. The said N.A Permission is annexed hereto and marked as **Annexure "E"**.
- D) Sanction Development Permission/Commencement Certificate dated 09/02/2009 bearing V.P.No. 2004/45(E)/TMC/TDD/725 for Proposed Building 'A', Building 'B' & Building 'C'. The said Sanction Development Permission/Commencement Certificate is annexed hereto and marked as **Annexure "F"**.
- E) That as per the said Layout, Internal Roads and D.P. Roads are passing, through the said property;
- F) That the Developers intend to develop the said Property including all and/or any plot/s to be amalgamated thereto, as an Entire Project and/or Project as a Whole.
- G) That Mr. Suraj S. Swami, Advocate, High Court, Mumbai, has issued Title Certificate dated 24/02/2009 of the said Property. The said Title Certificate is annexed hereto and marked as **Annexure "G"**.



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दस्त	४	१२०१०
क्रमांक	४	१२०१०
६/१०२		

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H) The Chief Fire Officer, Thane has issued N.O.C for the construction of all the 3 Building/s by his letter dated 07 Mar 2009.

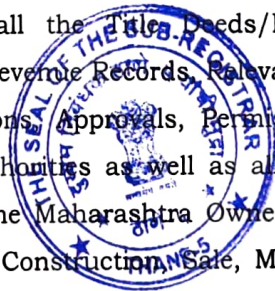
VII. The Developers while constructing Building/s on the said Property, shall comply with the various terms and conditions, put up by the Thane Municipal Corporation and/or Approved Layout conditions and/or ULC conditions including relevant Rules and Regulations applicable thereto as required by relevant authorities from time to time.

VIII. The Developers have appointed M/s. Y.S. SANE ASSOCIATES / M/S. ADHARSHILA CONSULTANTS as Structural Consultant Engineer, for the purpose of preparation of Structural Designs and Drawings of the proposed Building/s, to be constructed on the said Property and the Developers hereby declare that they shall accept, Professional Services and/or supervision of Structural Engineers, appointed or engaged by them, from time to time, till complete development of the said Property.

IX. The Purchaser/s has/have prior to the execution of these presents taken inspection of the original Title Certificate dated 19/02/2009, issued by the Developer's Advocate - Mr. Suraj S. Swami and the Purchaser/s hereby declare that he/she/they are completely satisfied as to marketability of title of the Developers herein.

X. The Purchasers/s has/have prior to the execution of these presents taken inspection of all the Title Deeds/Documents pertaining to the said Property, Revenue Records, Relevant Orders, Approved Plans and Specifications, Approvals, Permissions and Sanctions, given by various Authorities as well as all the other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the said Act) and the rules made there under and have accepted the same.

XI. The Purchaser/s has/have, on or before the execution of this agreement, independent of the said Title Certificate annexed hereto, satisfied herself/himself/themselves as to the Developer's marketability and title to the said Property and the authority of the Developers herein, to develop the said Property and the



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Purchaser/s has/have agreed not to make any requisition/s and/or to call for any further documents, pertaining to title of the said Property and to authority of the Developers herein, to develop the said Property.

XII. The Developers have commenced construction of Three buildings known as (1) "Petunia" consisting of Stilt plus 16 Upper Floors, (2) "Daffodil" consisting of Stilt plus 16 Upper Floors and (3) "Marigold" consisting of Stilt plus 17 Upper Floors on the said Property (hereinafter referred to as the said Building/s), in a Project popularly known as "**EVEREST COUNTRYSIDE**", as per approved Plans and Specifications sanctioned by Thane Municipal Corporation, in the said Phase II Project of the said complex. The Developers have started selling premises in said Building/s to the intending Purchaser/s by entering into Agreements for Sale, on what is commonly known as "Ownership Basis" in the form of these presents, prescribed under the provisions of Maharashtra Ownership Flats Act, 1963 and Rules 3 & 4 of Maharashtra Ownership Flats Rules, 1964 (hereinafter for brevity's sake referred to as "The Said Act" and "The Said Rules") or under Maharashtra Apartment Ownership Flat Act or The Company Act, 1956 or any other Acts as may be permitted. However the Developers have absolute discretion and authority to give Units/Premises in the said Building/s on a Lease, Leave and License and/or in any other manner, as the Developers, in their absolute discretion may think fit and proper.

XIII. The Purchaser/s has/have approached the Developers, for the allotment of the Flat/s bearing No. 1307 with/without Open Terrace / Shop / Office / Bungalow / Row House / Basement admeasuring about 419 Sq.Ft. (Carpet Area) equivalent to 39 Sq.Mts. (Carpet Area), on Floor No. 13, in the proposed building to be known as "**PETUNIA**" in the said Phase II housing Project of the said complex known as "**EVEREST COUNTRYSIDE**", which the Developers have agreed for the price and upon the terms and conditions mentioned herein.

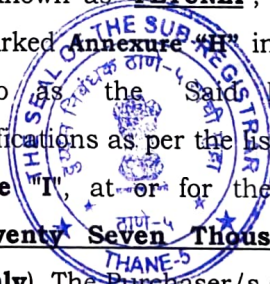
XIV. The parties are desirous of recording the terms and conditions arrived at between them.

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**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The foregoing recitals shall be treated as forming an integral part of the operative portion of this Agreement for Sale and this Agreement for Sale shall be read, understood and construed accordingly.
2. The Developers shall under normal conditions complete the said Project on the said Property in accordance with the Approved Plans, Designs and Specifications sanctioned and/or approved by the Thane Municipal Corporation and as may be modified and/or amended from time to time. The Purchaser/s has/have also agreed that the Developers shall be at liberty to make such variation/s and/or modification/s therein as the Developers may consider necessary or as may be required to be done and/or considered proper by local body or Authority for smooth and better development of the said Project.
3. The Developers have commenced construction of the Buildings to be known as (1) "Petunia", (2) "Daffodil" and (3) "Marigold" (hereinafter referred as the said Building/s) in the Project known as "**EVEREST COUNTRYSIDE**". The Purchaser/s hereby agrees to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s the Flat/Flat bearing No. **1307** with ~~Open Terrace /Shop /Office/Bungalow/Rowhouse/Basement/Garage~~ admeasuring about **419** Sq.Ft.(Carpet Area) equivalent to **39** Sq.Mts. (Carpet Area) (inclusive of area of balconies) on Floor No. **13**, in the proposed building known as "**PETUNIA**", shown in Red Colour on Floorwise Plan, marked **Annexure "H"** in the said Building (hereinafter referred to as the said Premises), together with Amenities and Specifications as per the list annexed hereto and marked as **Annexure "I"**, at or for the price of **Rs.1577133/- (Fifteen Lac Seventy Seven Thousand One Hundred Thirty Three Rupees Only)**. The Purchaser/s shall have an Exclusive and Common Limited Areas pertaining to the said Premises. The nature and extent of the Exclusive and Common Limited Areas have been mentioned in **Annexure "J"**, annexed hereto. The Purchaser/s hereby agrees to pay to the Developers the said price, as follows :
  - (a) **Rs.51000/- (Fifty One Thousand Rupees Only)** as the Earnest Money, on or before execution of these presents (the payment and receipt whereof the Developers doth hereby admit and acknowledge.



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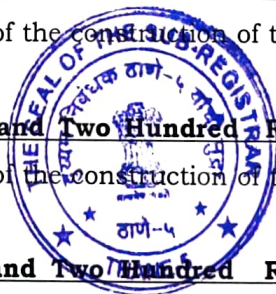
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- (b) **Rs.264427/- (Two Lac Sixty Four Thousand Four Hundred Twenty Seven Rupees Only)** within 15 days of the booking or on or before **15-Mar-09**.
- (c) **Rs.236570/- (Two Lac Thirty Six Thousand Five Hundred Seventy Rupees Only)** on or before Completion of the construction of the Plinth.
- (d) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 1st R.C.C. Slab.
- (e) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 2nd R.C.C. Slab.
- (f) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 3rd R.C.C. Slab.
- (g) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 4th R.C.C. Slab.
- (h) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 5th R.C.C. Slab.
- (i) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 6th R.C.C. Slab.
- (j) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 7th R.C.C. Slab.
- (k) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 8th R.C.C. Slab.
- (l) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 9th R.C.C. Slab.
- (m) **Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only)** on or before Completion of the construction of the 10th R.C.C. Slab.



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- (n) Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only) on or before Completion of the construction of the 11th R.C.C. Slab.
- (o) Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only) on or before Completion of the construction of the 12th R.C.C. Slab.
- (p) Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only) on or before Completion of the construction of the 13th R.C.C. Slab.
- (q) Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only) on or before Completion of the construction of the 14th R.C.C. Slab.
- (r) Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only) on or before Completion of the construction of the 15th R.C.C. Slab.
- (s) Rs.55200/- (Fifty Five Thousand Two Hundred Rupees Only) on or before Completion of the construction of the 16th R.C.C. Slab.
- (t) ~~Rs. \_\_\_\_\_/- ( \_\_\_\_\_ Only) on or before Completion of the construction of the 17th R.C.C. Slab.~~
- (u) ~~Rs. \_\_\_\_\_/- ( \_\_\_\_\_ Only) on or before Completion of the construction of the 18th R.C.C. Slab.~~
- (v) Rs.110400/- (One Lac Ten Thousand Four Hundred Rupees Only) on or before Completion of the construction of the Terrace Slab.
- (w) ~~\_\_\_\_\_~~
- (x) Balance consideration of Rs.31536/- (Thirty One Thousand Five Hundred Thirty Six Rupees Only) shall be paid at the time of possession of the said premises.

Each of the aforesaid installments of the purchase price shall be paid duly and punctually without any claim or deduction, being essence of the contract, in respect of each such installment of payments. The Purchaser/s confirms that no interest in the said Premises is intended to pass or shall be deemed to have been



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passed, in favour of the Purchasers, until the full payment of the purchase price and all other amounts due under this Agreement or otherwise, have been fully paid, by the Purchasers and acknowledged by the Developers.

4. On or before receipt of the Occupation Certificate, in respect of the said Building and in any event, before taking and/or offering possession of the said Premises, the Purchaser/s agrees to pay, following amounts, to the Developers, which shall not carry, any interest.

(a) Rs.350/-

**(Three Hundred Fifty Rupees Only)** or such increase thereof, towards Share Money of the Co-op. Society and/or Limited Company and/or an Association to be formed of purchasers of Units/Premises, in the said Building/s.

(b) Rs.2500/-

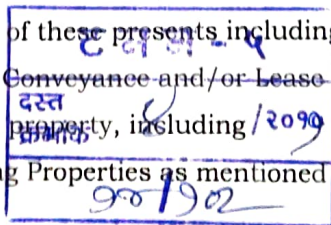
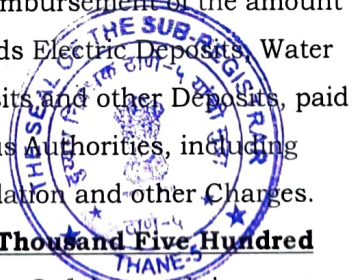
**(Two Thousand Five Hundred Rupees Only)** or such increase thereof, towards costs, charges and expenses, for Registration of the Co-op. Society or Limited Company or an Association or any other Organization.

(c) Rs.20000/-

**(Twenty Thousand Rupees Only)** or such increase thereof, for reimbursement of the amount towards Electric Deposits, Water Deposits and other Deposits, paid to various Authorities, including Installation and other Charges.

(d) Rs.2500/-

**(Two Thousand Five Hundred Rupees Only)** or such increase thereof, towards Professional Charges of Solicitors/ Advocates for drafting of these presents including Deed of Conveyance and/or Lease of the said property, including Adjoining Properties as mentioned herein.



(e)Rs. 5870/-

**(Five Thousand Eight Hundred Seventy Rupees Only)** or such increase thereof, as Development Charges of T.M.C.

(f)Rs. 29350/-

**(Twenty Nine Thousand Three Hundred Fifty Rupees Only)** or such increase thereof, as Infrastructure Charges.

(g)Rs. 14675/-

**(Fourteen Thousand Six Hundred Seventy Five Rupees Only )** or such increase thereof, as Solar System.

(h)Rs. 35000/-

**(Thirty Five Thousand Rupees Only)** or such increase thereof, as Club House Membership Fee.

(i) Rs. 12000/-

**(Twelve Thousand Rupees Only)** such increase thereof, as Grill Charges.

**TOTAL AMOUNT**

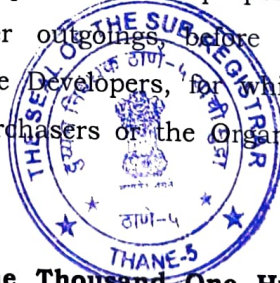
Rs. 122245/-

**(One Lac Twenty Two Thousand Two Hundred Forty Five Rupees Only)**

In Addition to the above the Purchaser /s hereby agrees that he / she / they shall pay as a Security Deposit towards proportionate share of maintenance , taxes and other outgoings, before taking possession of the said premises from the Developers, for which the Developers shall give Accounts to the Purchasers or the Organization mentioned herein.

Rs. 21132/-

**(Twenty One Thousand One Hundred Thirty Two Rupees Only)** for 1BHK/~~2~~BHK Flat.



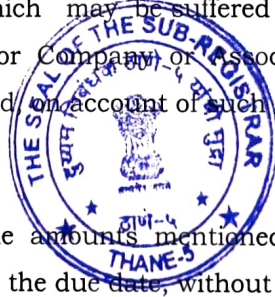
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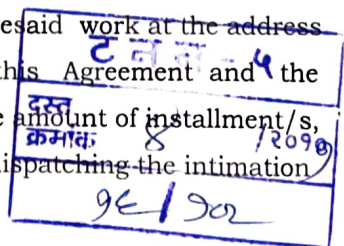
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5. The Purchaser/s further agree that in addition to the Deposits mentioned herein, till the Purchaser's share is so determined, the Purchaser/s shall pay in advance, immediately on demand, to the Developers Provisional Monthly Contributions towards outgoings. The amount and/or Deposit so paid by the Purchaser/s to the Developers shall not carry any interest. The Purchaser/s hereby undertakes to pay such Provisional Monthly Contribution, as may be required by the Developers, regularly every Month in advance and shall not withhold the same for any reason whatsoever. In the event of default being committed by the Purchaser/s herein or by any of the Purchaser/s of any other Units/Premises, the Developers shall not be bound to pay the outgoings for and on behalf of such defaulting person/s and in the event of any Essential Supply being disconnected, it shall be the collective responsibility of the Purchaser/s, who shall be deemed to be "Managers" under the Provisions of the Maharashtra Ownership Flats Act, 1963 in respect of the Units/Premises, of which possession has been delivered by the Developers, to the respective Purchaser/s thereof. If on account of the failure on the part of the Purchaser/s herein and/or the Purchaser/s of any other Units/Premises, in the said Building/s, to pay such proportionate Share, the Authorities concerned takes any action for recovery of the same, the Developers herein shall not be liable or responsible for any loss or damages, which may be suffered by all the Purchaser/s and/or the Society or Company or Association or organization etc. that may be formed in account of such action.



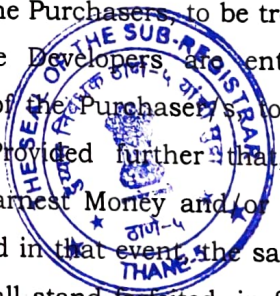
6. The Purchaser/s shall pay all the amounts mentioned herein, including various installments on the due date, without fail and without any delay or default, as time is the essence of the contract of this Agreement. The Developers will forward to the purchaser/s, intimation, having carried out the aforesaid work at the address given by the Purchaser/s, under this Agreement and the Purchaser/s shall be bound to pay the amount of installment/s, within ten days, of the Developers, dispatching the intimation



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(under certificate of posting) at the address of the Purchaser/s as given, in these presents.

7. If the Purchaser/s makes any delay or commits any default in making payment of installment/s or any other amount/s, mentioned herein, the Developers shall be entitled to charge interest at the Rate 18% Per Annum, on the installment/s or such amount/s as may be due from the date of default, till payment. Without prejudice to the aforesaid, on the Purchaser/s committing any default, in payment of any of the installment/s or any amount/s to be paid by him/her/them, on their due dates, to the Developers, under this Agreement (including his/her proportionate Share of Taxes, levied by the concerned local Authorities and other Outgoings) or on the Purchaser/s committing breach of any of the terms and conditions herein contained, on giving fourteen clear days prior Notice in writing, the Developers shall have liberty to terminate this Agreement, provided that during the said period, the Purchaser/s fails to remedy the breach committed by them. In such an event, the Purchaser/s, will not have right/s of any nature whatsoever, either in the said Premises and/or under this Agreement, and/or against the Developers or otherwise. Provided further that in such an event, the Developers shall refund to the Purchaser/s, all the amounts, received by them, from the Purchaser/s, after deducting therefrom, the Earnest money paid upon the execution of these presents, including further 25% of Subsequent Installment/s paid by the Purchaser/s, to be treated as a Liquidated Damages, which the Developers are entitled to receive, on account of the failure of the Purchaser/s to comply with terms of this Agreement. Provided further that, if the Purchaser/s have only paid the Earnest Money and/or Deposit, upon the execution hereof, then and in that event, the said entire Earnest Money and/or Deposit, shall stand forfeited, in favour of the Developers, as a Liquidated Damages. The said Liquidated Damages is agreed upon by the Purchaser/s hereto. The Purchaser/s shall accept the said Refund, if any, without raising any dispute/s of any nature whatsoever and ~~on failure and/or~~ refusal to accept the said Refund, if any, the same shall be deposited in a Nationalized Bank, in name of the Developers, which shall be a good, proper and valid discharge for the same, to the



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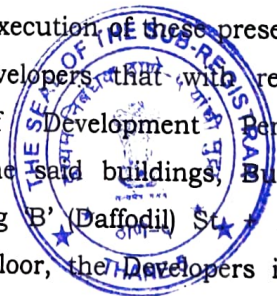
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Developers, which the Purchasers hereby agree and confirm. Provided further that the Developers shall refund if any, the said amount/s mentioned herein, out of the Sale Proceeds, which may be available, for new sale and transfer of the said Premises, to any other prospective Purchaser/s thereof. However, on the expiry period of Fourteen days, from an issue of the Notice mentioned herein, and during the said Period, if the Purchaser/s fails to remedy breach committed by them, the Developers shall have an absolute right, to sell and transfer the Said Premises, to any third party, without any reference and/or recourse to the Purchaser/s, which the Purchaser/s hereby agrees and confirms.

8. The said Project shall always be known as "EVEREST COUNTRYSIDE" and the name of the apex body of all the registered Co-op. Society/Limited Co. or Association/Organization including but not limited to all the registered Co-operative Societies /Limited Companies/Association/Organization to be formed, shall bear the said name as its First Name and the same shall not be changed without prior consent in writing, of the Developers.

9. The PURCHASER/S declare and confirm that he/she/they is/are aware that the said building may be interconnected building along with Adjoining Properties and/or other building/s under development by THE DEVELOPERS.

10. The PURCHASER/S do hereby further declare and confirm that he /she/they has/have prior to the execution of these presents has/have been informed by the Developers that with regards to building/s with Sanction of Development Permission/ Commencement Certificate for the said buildings, Building 'A' (Petunia) St. + 16 Floor, Building 'B' (Daffodil) St. + 15 Floor, Building 'C' (Marigold) St. + 1 Floor, the Developers intend to construct the said building/s of upto 17 Floors or Additional Floors but as on date the Developers have sanctioned plan/s and Commencement Certificate as mentioned above and the Purchaser/s hereby expressly agree that he/she/they has/have no objection to the construction of the said additional floors.



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11. The PURCHASER/S do hereby further declare and confirm that he /she/they shall have no right, title, interest, claim or demand to

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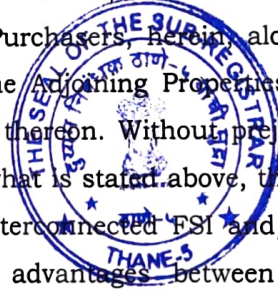
the other interconnected or adjacent wing/building or buildings to the said buildings and shall not object to or dispute the right of the Developers to rest and/ or remaining connected or supported adjoining wing or wings of the other building or buildings and/or development of Adjoining Properties in a manner mentioned herein.

12. The Developers have informed the Purchaser/s and the Purchaser/s hereby agrees, confirms and declares or otherwise empowers, the Developers, as follows regarding the said property and/or the said Adjoining Properties.

(a) At present the said property is Developed by Construction of residential building/s. However, the said property or any part thereof and/or the Adjoining properties may be developed either by construction of Residential Buildings, Shopping Malls, Hospitals, Education Institutions, Club House, Row - Houses, Ware Houses, Farm Houses, Storage Houses, Commercial Buildings, or in any other manner, as the Developers in their absolute discretion may think fit and proper (hereinafter collectively referred to as the said Development of Adjoining properties).

(b) In view of the aforesaid, in the said property and/or in the Adjoining Properties, including the said property there may be Common Garden, Common Open space, Internal Roads, or any other Common Facilities and/or Amenities, to be utilized in common, by the Purchasers, herein, along with users and/or occupiers of the Adjoining Properties, either with or without development thereon. Without prejudice to the aforesaid and in view of what is stated above, there may be Interconnection and/or interconnected FSI and/or TDR or any other benefits and advantages between and/or amongst the said property and/or with adjoining properties, including the said property, the purchasers shall not take any objection and/or in any case, hereby give their irrevocable consent in writing, to the Developers for the same.

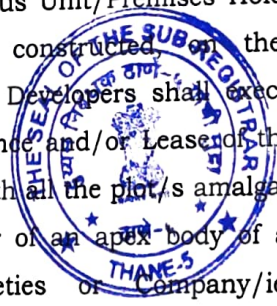
(c) The Development of the Adjoining properties may be done, either by the Developers of their own, or by their nominees, Transferees including Partnership and/or Joint Venture or



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- any other manner, as the Developers and the aforesaid parties in their absolute discretion may think fit and proper.
- (d) During course of Development of the Adjoining properties Developers and/or their Nominees etc., may develop the same, as per provisions of MOFA and/or Apartment Ownership rights or in any other manner and for the said purpose, may execute Agreement for Sale and/or Agreement/ Deed of Apartment and/or Condominium and/or other Agreements, Documents and/or writings.
- (e) Under the present Agreement the word "Developers" shall mean and include the Developers and/or their Nominees and/or Transferees and any other parties, with whom Developers may enter into Partnership, Joint Venture, Association of Persons (AOP) lease, Sub-Lease, Assignment, who may develop the said property and/or Adjoining Properties and the entire present Agreement including terms hereof, shall be read and construed accordingly.
- (f) In view of the said property including the Adjoining properties, is to be developed as a Whole, it is not possible for the Developers, to execute or cause to be executed, Lease and/or Conveyance of one or more part/s or portion/s of the said property and/or Adjoining Properties, in favour of one or more Co-operative Society, or Company/ies or Associations or Condominiums or any other Organization, which may be formed of various Unit/Premises Holders of proposed Building/s, to be constructed on the said property. In view thereof, the Developers shall execute or cause to be executed Conveyance and/or Lease of the said property in its entirety alongwith all the plot/s amalgamated to the said property in favour of an apex body of all the registered co-operative societies or Company/ies or Association/s or Condominium/s in the said property and/or adjoining properties and/or the plot/s amalgamated to the said property.
- (g) In order to facilitate Development and/or to exploit total Commercial Potential, of the said property including the Adjoining Properties, Developers shall be entitled to Amalgamate and/or Sub Divide the said property including Adjoining Properties and/or after Sub Division again

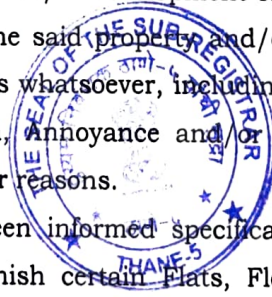


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amalgamate the said property or Adjoining Properties, from time to time and apply for and obtain Revised Approved Plans and/or ask for any Modification/s and/or Change in approved Plans, including to do such further acts, as may be necessary.

- (h) The Purchasers are aware that the Developers are entitled to construct number of Building/s having number of wings, on the said property including adjoining properties in a manner mentioned herein and the plots amalgamated thereto. The Purchaser/s shall not ask for any Sub-Division of the said property and/or of the amalgamated plot and/or shall not put any boundary and/or demarcation or otherwise on any part/s or portion/s of the said property, or on the amalgamated plot or any part/s or portion/s thereof, even after the formation of various Organization/s. The amalgamated plot/s shall be considered as one single Unit only, till one or more conveyances or any other final documents of the amalgamated plots are executed.
- (i) The Purchaser/s are aware that the Developers have planned to develop the entire Lay out consisting of the said property and the Adjoining properties. Each of the Purchaser/s hereby irrevocably agrees and confirms, individually and jointly, prior to formation of an Organization and/or thereafter, that they shall after taking the possession of the said Premises under any circumstances whatsoever, not stop the construction and/or development of the further proposed Building/s on the said property and/or Adjoining Properties, on any grounds whatsoever, including but not limited to Noise Pollution, Annoyance and/or disturbance and/or any other reason or reasons.
- (j) The Purchaser/s have been informed specifically that the Developers intend to furnish certain Flats, Floors and/or Building/s, for the use of Guest House, Hospital, Dispensary, Nursing Home, Tuition Classes or for any other purpose, which will run on the parallel lines of the Hotel. The Purchasers have given his/her/their full consent knowingly and having fully understood the same and the Purchasers hereby irrevocably agrees with the Developers not to raise any objection of any nature whatsoever when the



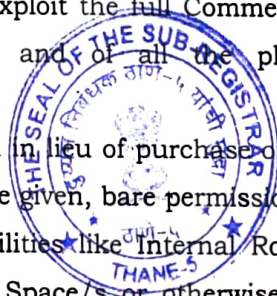
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Society / Company/ies / Association/s / Condominium/s are formed or prior thereto either individually or as a member of the Managing Committee and / or as part of Ad-hoc Committee/Society/Company/Association or otherwise.

- (k) Under the present Agreement, the Developers have agreed to sell and transfer only the Said Premises and nothing further to the Purchaser/s herein.
- (l) Brochures, Pamphlets, Literature and/or Plans, whether approved or otherwise, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/or in the said Brochures, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and/or cancellation and/or withdrawal and/or shifting as the Developers may deem fit and proper.
- (m) The Developers so long as it is permitted by Municipal or other Authority/ies, for all times in future, shall be entitled to amend and modify, any of the Approved Plans and/or new plans/Approvals for Township or otherwise and/or Layout Plans and/or any Amenities and/or Facilities and shall also be entitled to shift any Garden/s or Recreation Area/s and/or Open Area/s or otherwise so as to exploit the full Commercial Potential of the said property and all the plots amalgamated thereto.
- (n) Except not to reduce area of the Said Premises, the Developers shall have full and absolute discretion, to do all acts, deeds and things so as to exploit the full Commercial Potential of the said property and of all the plot/s amalgamated thereto.
- (o) Under the present Agreement and in lieu of purchase of the said Premises, the Developers have given, bare permission to the Purchasers, to enjoy the facilities like Internal Roads, Garden, Recreation areas, Open Space/s or otherwise, on the said property, which at the sole discretion of the Developers, are liable to be shifted, cancelled and/or withdrawn, without giving any prior intimation and/or notice in writing, to the Purchaser/s and the Purchaser/s shall not be entitled to claim any loss, damages, costs, charges, expenses or otherwise, of any nature whatsoever, from the Developers or their Nominees or Transferees.



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