



Wednesday, January 28, 2004

3:26:21 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 1009

गावाचे नाव घनसोली

दिनांक 28/01/2004

दस्तऐवजाचा अनुक्रमांक

टनन8 - 01010 - 2004

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: श्री. राहुल दादासाहेब उबाळे

नोंदणी फी

: - 6750.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

: - 440.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (22)

एकूण रु. 7190.00

आपणास हा दस्त अंदाजे 3:41PM ह्या वेळेस मिळेल

दुय्यम निबंधक

ठाणे 8

बाजार मुल्य: 592368 रु. मोबदला: 674240 रु.

भरलेले मुद्रांक शुल्क: 19250 रु.

दस्ताचा प्रकार : चलनामे,

घलन क्रमांक: 44; रक्कम: 6750 रु.; दिनांक: 28/01/2004

DELIVERED

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

09060
43

सर्वसा. १११ मई.
Gen 113 me.

मूळ प्रत [अहस्तोत्तरणीय] ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... Vashi दिनांक/Date..... 28/1/04..... यांच्याकडून/

Received from..... Rahul D. Ubale
₹./Rs..... 19,250/एकूण/Rupess..... Nineteen Thousand याकरिता मिळाले.

on account of..... Two hundred Ft. F. Y. M. Y.

रोखपाल वा लेखापाल Cashier or Accountant.

PROPER OFFICER
SUB-REGISTRAR
CANE III (VASHI)



टन-८
१०१०/१-२२
२००४

वे. क्र. मु. - २०,००,०००-१०-२००३-पीएच - वि (बाय) ७२० (निळा)
नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक,
महाराष्ट्र राज्य

प्रधानरीष्य : ००३० मुद्रांक व नोंदणी फी
या ठिकाणी कोषागारात/उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन
भारतीय स्टेट बँकेमध्ये/भारतीय रिझर्व बँकेमध्ये

भरणा करणाऱ्याने भरण्याचे	विभागीय अधिकाऱ्याने किंवा कोषागाराने भरण्याचे	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/इशाबाद स्टेट बँकेने भरण्याचे
विध्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव/पदनाम आणि पत्ता <u>Rahul Dadasaheb Ubale</u> <u>Dadasaheb maruti Ubale</u> <u>Ghansoli</u>	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानरीष्य : ००३० मुद्रांक व नोंदणी फी उपप्रधानरीष्य : ०३ नोंदणी फी	रक्कम मिळाली <u>6750/-</u> रुपये (आकडपत्र) रुपये (जवरी)
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश इस्तऐवज नोंदणी फी	नोंदणी फी : १०४ इस्तऐवजाच्या नोंदणीसाठी फी सर्वसाधारण वसुली	कोषागार भारतीय स्टेट बँके/भारतीय रिझर्व बँके लेखापाली १०४ २० JAN 2004
भरणा केलेली रक्कम रुपये <u>6750/-</u> (अक्षरी) रुपये <u>Six thousand Seven hundred fifty</u> भरणा करणाऱ्याची स्वाक्षरी दिनांक <u>28/1/04</u> <u>V.V.G.</u>	संगणक संकेतांक <u>00300</u> <u>5200</u> दिनांक • स्वाक्षरी	कोषागार/उपकोषागार अधिकारी/बँकेचा व्यवस्थापक दिनांक <u>44</u>

• येथे कोषागारात/बँकेत रक्कम भरणा करण्याबाबत आदेश देणाऱ्या अधिकाऱ्याचा रबर मुद्रा ठसवावा.

ward two hundred fifty only

वेणाच्या व्यक्तीचे नाव... Rahul D. Ubale

पत्ता 28/1/04

हस्तो

पावली : 2584730

28/1/04
PROPER OFFICER

SUB-REGISTRAR
THANE-3 (VASHI)

दन - ८
१०९० / २-२२
२००४

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered at Vashi Navi Mumbai on this 28th day January 2004 BETWEEN THE HAWARE ENGINEERS & BUILDERS PVT. LTD. duly registered under the companies Act 1956, carrying on business at 416, Vardhaman Market, Vashi, Navi Mumbai 400 705 hereinafter referred to as 'THE DEVELOPERS' (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its Director or Directors for the time being of the said Company, the survivor or survivors of them, the heirs, executors, administrators of the last surviving Directors, their or his or her assigns) of the ONE PART, AND Mr. Ubale Rahul Dadasaheb hereinafter called 'THE PURCHASER' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART.

The City and Industrial Development Corporation of Maharashtra Ltd., a development authority under the Maharashtra Regional Town Planning Act, hereinafter referred to as "THE CORPORATION" agreed to grant the Lease for 60 Years, of Plot No. 92-96, in Sector No 5, Node: Ghonsoli of Navi Mumbai admeasuring _____ Sq. m. or thereabouts hereinafter referred to as "THE SITE " and more particularly described in the schedule written hereunder to _____ Co-op. Housing Society, hereinafter referred to as the "THE OWNERS" therein referred to as "the Licensee" on the terms and condition as set in the agreement. Under the aforesaid agreement the said OWNER(s) is entitled to develop the said SITE on the terms and conditions set out in the said agreement. In pursuance of the said agreement the Corporation handed over possession of the said plot to the Owners on _____ the Owners have agreed to entrust the work of development of the site and construction of the building on the said plot to the Developers upon certain terms and conditions to which the Developers have agreed. Under the said agreement the Developers are entitled to develop the said site on terms and conditions as set out in the agreement quoted. The Developers shall construct the building in accordance with the plans and specifications approved by the N.M.M.C. CIDCO Ltd., or the competent authority subject to such modification, or modifications and variations as may be required to be made by the Developers, Architects. The Purchaser has taken inspection of the said agreement and has appraised himself / herself / themselves about all terms and conditions on which the CIDCO has agreed to grant lease as also the terms and conditions on which the Owners have entrusted the work of construction of the building to the Developers and has also taken inspection of all the relevant papers pertaining to the title of the said property. The Purchaser has agreed to purchase a flat/shop bearing No. C-403 stated hereinafter in the building to be known as



OFFICE OF THE SUB-REGISTRAR
VASHI, DIST. THANE
MAHARASHTRA
21/1/04
0906 OFFICIAL REGISTER
1124
JAN 28 2004
INDIA
R-0001
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PB-0102

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For Haware Engineers & Builders Pvt. Ltd.
[Signature]
Authorized Signatory

Panchvati (hereinafter described as the said premises) on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers shall construct the said building on the site more particularly described in the schedule hereinafter written in accordance with the plans with such variations alterations or additions as the Developers, Architects may consider necessary or deem fit or as may be required by any public authority to be made in it subject to the Developers not affecting the said premises agreed to be purchased by the Purchaser and the Purchaser shall not object to any such variations or alterations.

2. The Purchaser has seen the building plans and also approved all the specifications in accordance with which the said building is to be constructed. The Purchaser has prior to the execution of this agreement satisfied himself/herself/ themselves about the title of the Developers and said property described in the schedule hereunder written and the Purchaser shall not be entitled to further investigate title of the Developers and no requisition/objection shall be raised in any manner relating thereto.

3. The Developers have furnished a true copy of the related documents and the Purchaser has perused the same. The Purchaser has noted the contents thereof and agreed to purchase the said premises with full knowledge of the rights and obligation of the Developers thereunder.

4. The Purchaser hereby agrees to purchase from the Developers a Flat/ shop/ office bearing No. C-403 on the Fourth floor in the building to be known as Panchvati mentioned hereinbefore and shown on the plan hereto annexed and seen and approved by the Purchaser [hereinafter referred to for the said premises] at or for the Price of Rs. 6,74,240/- 1- (Rupees Six Lacs Seventy Four Thousand Two Hundred Forty only)

Excluding other Charges.

5. The Purchaser agrees to pay to the Developers the aforesaid sum at the time and in the manner hereinafter stated.

6. (a) By Payment of Rs. 30,500/- 1- (Rupees Thirty Thousand Five Hundred Only) on or before the execution of this agreement (the receipt and payment whereof the Developers hereby admit and acknowledge).

(b) By making the following part-payments towards the balance of the purchase price payable in the manner and by installments specified below within 7 days of the Developers giving to the Purchaser written notice calling for such payment.

1. Rs. _____ On commencement of construction

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- | | | |
|-------|-------------------|--|
| 2 Rs. | _____ | On or before completion of plinth. |
| 3 Rs. | _____ | On or before completion of 1st slab. |
| 4 Rs. | _____ | On or before completion of 2nd slab. |
| 5 Rs. | _____ | On or before completion of 3rd slab. |
| 6 Rs. | _____ | On or before completion of 4th slab. |
| 7 Rs. | _____ | On or before completion of Brick work. |
| 8 Rs. | <u>6,32,740/-</u> | On or before completion of Plaster. |
| 9 Rs. | <u>11,000/-</u> | At the time of completion. |

B. W. Bhat
x Bhat

being the ultimate balance of the purchase price of the said flat/shop duly completed in all respects. Time specified herein for payment shall be intended to be the essence of the agreement.

7. The Developers hereby agree to provide the amenities in the said premises as mentioned in the annexure to the agreement.

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8. The purchaser hereby agrees to become member of the co-operative housing society formed and registered or to be formed and registered and has right to hold the said premises. The stamp duty payable on this agreement and registration charges shall be borne and paid wholly and exclusively by the purchaser.

9. If the Purchaser commits default in payment of any of the installments on the respective due date (time being the essence of the contract) and/or in observing and performing any of the terms and conditions of the agreement the Developers shall without prejudice be entitled to terminate this agreement in which event 20 percent of the total price of the flat/shop/office shall stand forfeited in addition to the expenses incurred so far by the Developers. The Developers shall however after such termination refund to the Purchaser save and except the amounts calculated by the developer and the Purchaser shall not question these calculations. The Purchaser shall in that event forfeit their right title interest in the said premises and shall not be entitled to any amount whatsoever from the Developers. The Developers shall also be at liberty to sell the said premises to any other person and at any price as the Developers may deem fit. The Developer shall however, refund such calculated refund amount only after realization of the sale of said premises. (However, if the Purchaser decides to cancel the said booking due to one or the other reason, the entire amount paid by the Purchaser shall be forfeited by the Developers and in addition if the expenses incurred by the Developers are not fully recovered by such forfeiture, the Developers shall be entitled to recover such expenses from the Purchaser in addition to the forfeiture.)



10. Without prejudice to the Developers rights under this agreement and / or in law the Purchaser shall be liable to pay to the Developers a delay payment charge at the rate of 24% per annum on all amounts due and payable by the Purchaser under this agreement on any such amount remains unpaid for 7 days

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or more after becoming due.

11. Possession of the said premises shall be delivered by the Developers only after the building is ready for use and provided all the amounts due by the Purchaser under this agreement are paid within 7 days of the Developers giving notice in writing to the Purchaser intimating that the said premises are ready for use and occupation.
12. Subject to the availability of cement steel and other building materials, electrical, water and drainage connections and subject to the Act of God, drought, flood and any other natural calamity and /or war restrictions by the government/CIDCO/or other public authorities or any other acts beyond the control of Developers, the Developers agree to hand over possession of the said premises to the Purchaser on or before 18 months. The Developers shall not incur any liability if the Developers are unable to deliver possession of the said premises by the aforesaid date or if the completion of the said building is delayed by reasons of non availability of steel and/or cement or other building materials and/or water supply or electric power or by reasons of war, civil commotion or any other act of God, strike, lockout, layoff whether of the labour of the Developers or any of the labour at the work manufacture of steel cement or other building materials or other natural calamity or if non delivery of possession is as a result of any notice order rule or notifications of the government and/or any other cause or reasons beyond the control of the Developers and in any of the aforesaid events the Developers shall be entitled to reasonable extension of time for delivery of the possession of the said premises.
13. The "General Premises" under purchase include the right to common area and facilities available in the building and also the Purchaser's undivided interest in the restricted common area and facilities for the use of the said premises. The areas under garden, parking places (open/covered), attached terrace(s), stilts etc. attached to the specific flats as shown in the plans are excluded from the "General Premises". The Purchaser hereby consents to the specific allotment by the Developers of private parking (open/covered;) private stilt areas, private terrace area, private garden spaces/grounds to individual specific Purchasers. The Purchaser has no objection to such exclusive/ private allotment by the Developers. The Developers have allotted to the Purchasers open/covered parking/stilt /terrace/ open ground for garden as marked on the plan annexed hereto. The Purchaser agrees that he shall use such areas only for the purpose for which allotted and shall not cover/build either permanently or temporarily whatsoever.
14. The Purchaser has verified and has accepted that the super covered area (i.e. ^{Blank} carpet area plus proportionate share in common passages, staircase, walls, liftwells, and recessed space below windowcills etc.) of the flat as ^{Blank} 688 sq. ft with attached terrace of sq.ft./ garden of area sq. ft. attached parking (of area sq. ft.) no. = 550.4 sq. ft. built up = 51.152 Sq. mts.
15. As soon as the building stage is notified by the Developers as complete, the

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Purchaser herein shall pay the arrears of the price payable by them within 7 days of such notice sent to him at last known address by under Certificate of posting. If the Purchaser fails to pay arrears inspite of the notice, the Developers shall be entitled to terminate the agreement with the Purchaser. The moneys becoming refundable after deduction as per para eight above only after Developers shall have sold and/or disposed off the premises and on realization of price in respect of which the agreement shall have rescinded under this clause and the Developers have received the payment thereof.

16. The Purchaser shall have no claim save and except in respect of the particular premises hereby agreed to be acquired and the entire property including all open space, walls, parking place, lobbies, compound walls, staircase, terrace, unsold tenements etc. shall remain with and be the property of the Developers who shall be entitled to deal with or dispose off the same in any manner they deem fit subject to the rights of the Developers hereinafter stated.
17. Nothing contained in this agreement shall be construed so as to confer upon the Purchaser any right title or interest of any kind whatsoever into and over the said property or building or any part thereof of the said premises. Such conferment shall take place only when the Purchaser being admitted as member of the society and transfer of all rights by the Developers to the society.
18. The Purchaser shall not sublet, sell, transfer, convey mortgage, charge encumber or deal with or dispose off or part with the said premises and/or assign underrate or part with as aforesaid any of his/her/their interest or the benefit of this agreement until the dues payable by him/her/their to the Developers under this agreement are fully paid up and that too only if the Purchaser has not been guilty of breach or non observance of any of the terms and/or conditions of this agreement and until they obtain the previous consent in writing of the Developers. Developer reserves the right to accept or reject such proposal without assigning any right thereof.
19. If the Developers shall get the benefit of additional FSI for the plot for construction from the concerned authority, CIDCO, the Developers shall be at liberty to make use of the additional FSI and put up any number of additional floors over and above the said building/rowhouses, flats and also the disposal thereof even if the Purchaser has been permitted to occupy the premises.
20. The Purchaser will not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of the additional floors in the building and/or change alterations and additions made in the said building.
21. It is hereby agreed that the terraces, stilts, open spaces, on the said building(s) shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they deem fit. In the event of the Developers obtaining permission form the CIDCO for constructing any premises on the terrace, stilts then the Developers shall be entitled to dispose off such premises constructed by them on the terrace, ground together with the



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terraces, stilts open spaces to such person(s) at such rate and on such terms as the Developers may deem fit. The Developers shall be entitled in that event to allot the entire terrace, stilts, open spaces to the Purchaser of such premises constructed on the terrace, stilts, open spaces and the Purchaser shall then be in exclusive possession of such premises constructed on the terrace/ground. The Developers shall admit the Purchaser of the premises that may be constructed on the terrace/ground alongwith the terrace, stilts. In the event of any water storage tank for the building being constructed on the terrace then the Purchasers as the case may be will be entitled to depute its representatives to the terrace for the regular check up and up keep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser of the premises on the terrace.

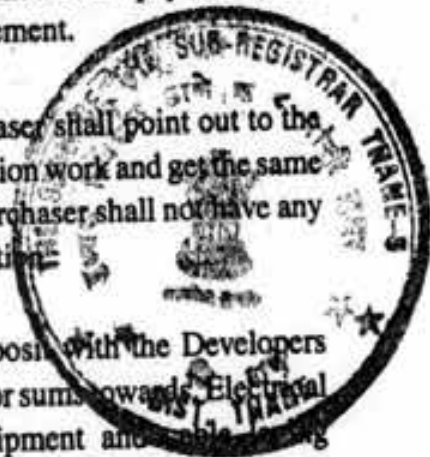
22. The Purchaser shall have no claim whatsoever save and except in respect of the particular unit hereby agreed to be acquired by him/her/them. All open spaces, terrace, staircase, lobbies, stilts, ground, garden etc., will remain the property of the Developers unless specifically attached to a particular flat and the Developer shall be entitled to dispose it off in the manner and on the terms as they deem fit.

23. The Developers shall have the first lien and charge on the said premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under the terms and conditions of this agreement.

24. Before taking possession of the premises the Purchaser shall point out to the Developers, the complaint if any, regarding construction work and get the same rectified. In any event after taking possession the Purchaser shall not have any right to make any grievance in respect of the construction.

25. The Purchaser has agreed to deposit and shall deposit with the Developers before taking possession of the said premises a sum or sums towards Electrical Development and Transformer(s), Electrical equipment and other charges as may be intimated by the Developers separately. In addition to such deposit, the Purchaser shall pay before taking over the possession of the said premises sum or sums towards legal charges, Society registration charges, share money, legal expenses, meter charges, entrance fee, Sewer Charges, water resources development & connection charges etc. as may be intimated separately by the Developers. The Developers shall utilize the sums paid by the Purchaser to the Developers for meeting, all legal costs, professional costs of advocates of the Developers in connection with the formation of the Society, preparing its rules, regulations and bye laws and other costs.

26. This agreement shall always be subject to the terms of the said agreement to



For Hawari Engineers & Builders Pvt. Ltd

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lease and development agreement between the Developers and the Owners. Further the lease Deed to be entered into with CIDCO LTD., and the rules and regulations if any made by the City and Industrial Development Corporation of Maharashtra Ltd., and/or Government of Maharashtra and/or other authority governing the said transaction.

27. This agreement shall be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale, Management and Transfer) Act 1963 and the rules made thereunder as amended up to date from time to time.
28. The Purchaser, from the date of possession shall not do or suffer to be done anything in or to the said building or the said premises staircase and/or common passage or open space or compound passage or the terrace/stilts thereon which may be against the rules regulations or bye-laws of the CIDCO or the Maharashtra State Electricity Board or any other authorities or local bodies nor shall the Purchaser change alter and/or to the said building or any part thereof. The Purchaser shall be responsible for any violation or breach of any of the aforesaid provisions.
29. In the event of the Purchaser being desirous of adding altering and/or deleting any item of work or change of amenities he/she/they shall give specific requirement in writing to the Developers who shall get the same examined from their architect/s and within 15 days convey to the Purchasers the estimated extra costs thereof. All additions and alteration shall be carried out only upon the Purchasers depositing with the Developers such extra amounts as may have been tentatively estimated. The difference if any, in the final expenses & such estimate shall be paid by the Purchaser. The Purchaser shall follow the relevant procedure amended from time to time.
30. The Purchaser shall sign and execute all the necessary application papers documents and do all acts, deeds and things as the Developers may require from him/her/them.
31. The Purchaser shall observe and perform all the Bylaws and all the rules and regulations of the Society and shall pay and contribute regularly and punctually towards taxes and expenses and other outgoing in accordance with the terms of this agreement.
32. The deposits and service charges that may be demanded by or paid to the CIDCO for the purpose of issuing the commencement certificate and/or connection with the said building and the electric meter deposit to be paid to the MSEB and/or for the purpose of giving new or extra water/electric/telephone connection to the said building and for construction of sub-station and cable laying charges shall be borne and paid by the Purchaser in the said building as indicated by the Developers. The Purchaser shall within 7 days of demand in writing made by the developer deposit such amount.



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33. If at any time, any development and/or betterment charges or other levies are sought to be recovered by the CIDCO/Government or any other public body or authority in respect of the said land and /or said building the same shall be borne and paid by all the Purchasers in proportion to their respective areas of their premises or other spaces.
34. The Purchaser shall pay the amounts to the Developers in respect of the expenses made by the Developers for the water connection of the said building to the CIDCO or any other concerned authority and also the expenses/deposit made by the Developers to the Maharashtra State Electricity board for electric meter for lighting and for power, Development charges, Scrutiny Fees and his share towards the legal and other expenses towards registration of documents of the society.
35. After the possession of the said premises is handed over to all the Purchasers, the additions or alternations in or about or relating to the said building if required to be carried out by the Purchasers, the same shall be carried out by the Purchasers in Co-operation with others in the said building at their own costs & expenses and only upon following up of the proper legal procedures and obtaining all permissions. The Developers shall not in any manner be liable or responsible for the same.
36. The Developers shall keep the Purchaser fully indemnified from and against any claim under or in respect of any mortgage or charge or encumbrances created by the Developers and all costs charges and expenses which the Purchasers may suffer, incur or be put to on that behalf.
37. Any delay or indulgence by the Developers in enforcing the terms of this agreement or any forbearance or giving of extra time to the Purchaser shall not be treated as a waiver on the part of the Developers of any breach nor shall in any manner prejudice the right of the Developers.
38. Subject to the provisions contained hereinabove after the said building is complete and ready and fit for occupation and all the premises, units, flats, shops, parking slots, garden, terraces in the said building shall have been sold and disposed off by the Developers and after the Developers have received all dues payable to them under terms of the agreement from the various Purchasers the Developers shall ensure that all the Purchasers become the members of the said society and hand over possession of the general premises to the society.
39. All costs, letters, receipt and/or notices to be served on the Purchasers as contemplated by this agreement shall be deemed to have been duly served and shall completely and effectually discharge the Developers if sent to the Purchaser by prepaid post under Certificate of Posting to his/her/their address specified below:
Kornik Plot, Nityanand Nagar, LBS
Marg, Chhatkoper (W), Mumbai - 86
40. All costs charges and expenses in connecting with cost of preparation



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For Haware Engineers & Builders Pvt. Ltd.
[Signature]
Authorised Signatory

[Signature]
[Signature]

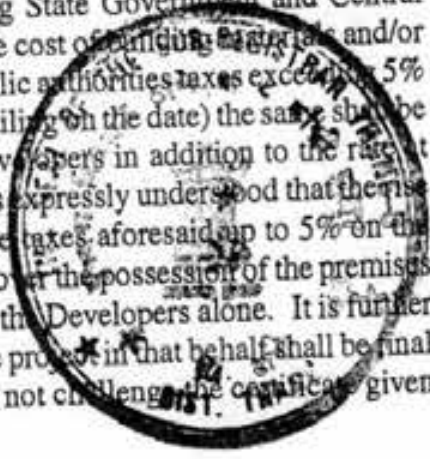
टनन-८
१०१०/१०.२२
२००४

engrossing stamping and registering agreement conveyance and any other documents required to be executed by the Developers or by the Purchaser stamp duty and registration charges in respect of such documents transferring or registering land and building in favour of such society as well as the entire professional cost of the legal advisers of the Developers in preparing and approving all such documents shall be solely borne proportionately by the Purchaser. The proportionate share of such costs charges and the Purchaser shall pay expenses payable by the Purchaser. On the execution hereof the Purchaser shall deposit with the Developers a sum of Rs. _____ (Rupees _____

Delhaly
X
Sub

_____ Only) towards the payment of his/her apportioned amount towards stamp duty and registration charges and legal documentation charges, professional fees, etc., payable by the Purchaser. If at the time of registration of the documents there shall be any shortfall in respect of the said charges the Purchaser shall forthwith pay the same to the Developers. The Purchaser shall at his own cost lodge this agreement for registration with the Sub Registrar of Assurances and inform the Developers within two days of the lodging thereof with the serial number and on which date the same is lodged.

41. It is expressly agreed declared and confirmed that the rate at which the premises is agreed to be sold to the Purchaser is based on the present market value of building materials, labour, existing State Government and Central Government taxes. In the event of rise in the cost of building materials and/or Central and State Government and other public authorities taxes exceeding 5% of the existing rate (i.e. the present rate prevailing on the date) the same shall be borne and paid by the Purchaser to the Developers in addition to the rate at which the premises is agreed to be sold. It is expressly understood that the rise in the cost of the building materials and the taxes aforesaid up to 5% on the execution of these presents and till handing over the possession of the premises to the Purchaser shall be borne and paid by the Developers alone. It is further agreed that certificate of the Architect of the project in that behalf shall be final and concluding proof. And Purchaser shall not challenge the certificate given by the Architects.
42. The Developers may complete any wing, part portion of floor of the building and obtain part occupation certificate therefore and give possession of the premises therein to the Purchaser of such premises and the Purchaser herein shall have no right to object to the same and shall give consent to the same. If the Purchaser takes possession of any flat in such part complete wing, part portion of floor, the Developers and/or its agents or contractor shall be entitled to carry on the remaining work in the said premises of the said building or any part thereof and if any inconvenience is caused to the Purchaser he shall not resent, object to or obstruct the execution of such work.
43. It is hereby agreed between the parties that if any dispute arises between the parties out of the said agreement, the same shall be referred to Architect of the project, who has been appointed as "Arbitrator" by both the parties. It is also agreed that the decision of the arbitrator will be final and binding on both the parties to the said agreement.



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[Handwritten Signature]

 Authorised Signatory

277-6
9090/77-22
2008

**THE FIRST SHEDULE ABOVE REFERRED TO:
(Description of land)**

Delhede
x
Blauk

ALL THAT piece or parcel of land known as Plot no. 92-98 in Sector No. 5, at _____, Navi Mumbai admeasuring _____ sq. m. or thereabout and bounded as under that is to say: -

- ON OR TOWARDS THE NORTH BY : Plot No - 95696
- ON OR TOWARDS THE SOUTH BY : EDUSTBIN & Plot No - 91
- ON OR TOWARDS THE EAST BY : Carve UNITS
- ON OR TOWARDS THE WEST BY : lay bye & 150 Mtr wide Road.

and delineated on the plan annexed hereto and shown by a red colour boundary line.

IN, WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first herein above written.

SIGNED SEALED AND DELIVERED
by the withinnamed the "DEVELOPERS" :
:
THE HAWARE ENGINEERS & BUILDERS PVT. LTD. :
:
by and through their Managing Director/ Officer S.P. Padyar :

For Haware Engineers & Builders Pvt. Ltd
x
[Signature]
Authorized Signatory

In the presence of
1. [Signature] :
2. [Signature] :

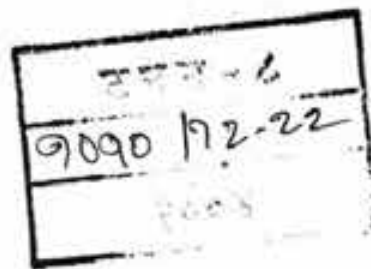
SIGNED SEALED AND DELIVERED
By the withinnamed "PURCHASER" :
xx
Mr./Mrs./Ms. Ubate Rahul D. :
y
Mr. Ubate Dadasaheb M. :



in the presence of
1. [Signature] :
2. R.V. Gurnu :

SUPER DELUXE AMENITIES

1. Concealed copper wiring
2. Concealed plumbing
3. Ceramic Flooring (Spartex)
4. Marble Kitchen Platform
5. Glazed tiles above kitchen platform
6. Wooden Flush Doors
7. PVC Sintex Doors for Bath/WC
8. Glazed tiles dado in Bath/WC
9. Aluminium Sliding Windows
10. Internal neeru finish painting
11. External Snowcem painting
12. Water proofing Treatment
13. Landscape & Garden
14. 24 hrs. water arrangement
15. Decorative Compound wall
16. Beautiful M. S. Entrance Gate



LIST OF AMENITIES FOR SHOP

1. Flooring of Kota Stone
2. Front Door of GI Rolling Shutter
3. Electric Point with copper wire
4. With/Without W/C
5. Internal/External Painting

RECEIPT

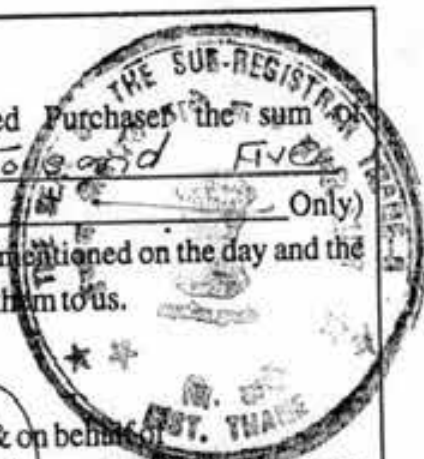
RECEIVED of and from the withinnamed Purchaser the sum
 Rs. 30,500/- (Rupees Thirty Thousand Five
Hundred Only)
 being the part payment towards the sale price as within mentioned on the day and the
 year first hereinabove mentioned to be paid by him/her/them to us.

We say received.

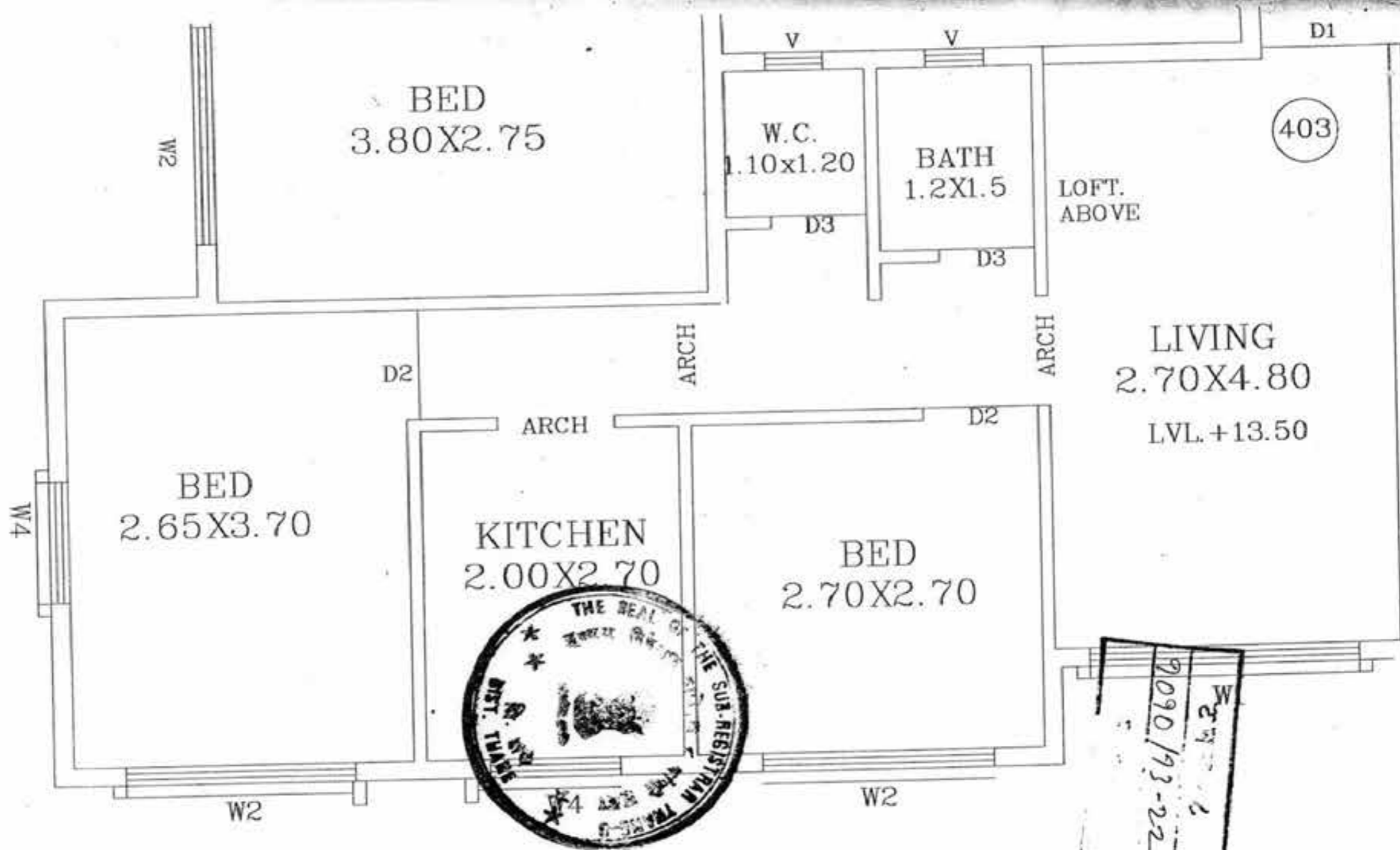
For & on behalf of
The Haware Engineers & Builders Pvt.Ltd.

For Haware Engineers & Builders Pvt. Ltd.

Authorized Signatory
 Authorized Signatory



x Bhambhani
Chand



403



W2
 9090/93-22

Plot No. 92-9615
 Flat No. C-403 Ghonsoy

सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नादणीकृत कार्यालय :
'विरल', दुसरा मजला, नरीमन पॉइंट,
मुंबई - ४०० ०२९,
दूरध्वनी : २०२ २४८९ / २०२ २४२० / २०२ २५७९
फॅक्स : ००-९९-२२-२०२ २५०९

मुख्य कार्यालय :
'सिडको' भवन, सी.बी.डी., बेलापूर,
नवी मुंबई - ४०००६९४,
दूरध्वनी : ७५७ ९२४९ (९ लाईन्स)
फॅक्स : ००-९९-२२-७५७ ९०६६

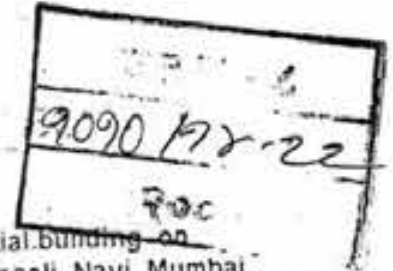
दस्तावेज क्र.:

CIDCO/EE(BP)/ATPO/341

दिनांक : ७/७/२००२

To,

M/s Haware Engineers & Builders Pvt. Ltd.
416, Vardhaman Market, Sector-17,
Vashi



Sub:-Development permission for Residential Building on
Plot No.92 to 96, Sector No.05 at Ghansoli, Navi Mumbai.
Ref:-1) Your architects application dated. 05/07/2002
2) Your request letter for amalgamation dt. 05/07/2002
2) Plot amalgamated vide letter no. dt.

Sir,

Please refer to your application for development permission for Residential Building on
Plot No.92 to 96, Sector No.05 at Ghansoli, Navi Mumbai.

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

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

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

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

Thanking you,

Yours faithfully,

(S.V. JOSHI)

EXECUTIVE ENGINEER(BUILDING PER.)
ADDL.TOWN PLANNING OFFICER



CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act., 1966 (Maharashtra XXVII) of 1966 to M/s. Haware Engineers & Builders Pvt. Ltd.

Unit/Plot No. 92 to 96 Road No. -, Sector 05 Node Ghansoli of Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Building.

Blup Area = 5007.681 sq.m.

(Nos. of Residential Units 186 Nos. of Commercial units -)

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

1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.

1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.

1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. The applicant shall :

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

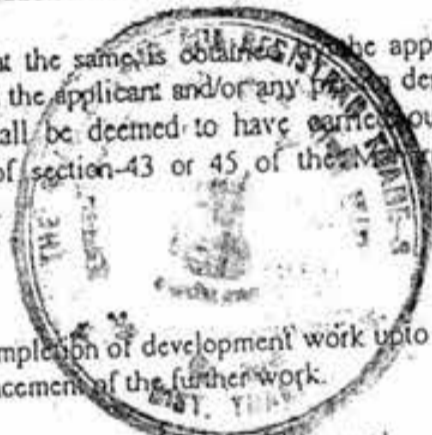
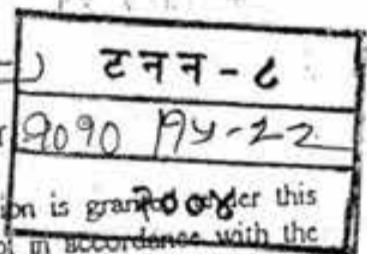
2(b) Give written notice to the Corporation regarding completion of the work.

2(c) Obtain Occupancy Certificate from the Corporation.

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

3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and / or GDCRs - 1975 in force.

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



5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs. 72,600/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. *Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose.
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/493/1504/2003 UD 11/RDP Dated 19th July,1994 for all buildings following additional conditions shall apply.

- i) As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
- Name and address of the owner/developer, Architect and Contractor.
 - Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference alongwith description of its boundary.
 - Order Number and date of grant of development permission issued by the Planning Authority or any other authority.
 - Number of Residential flats/Commercial Units with areas.
 - Address where copies of detailed approved plans shall be available for inspection.
- ii) A notice in the form of an advertisement giving all the details mentioned in (i) above, shall be published in two wide circulated newspapers one of which should be in regional language.

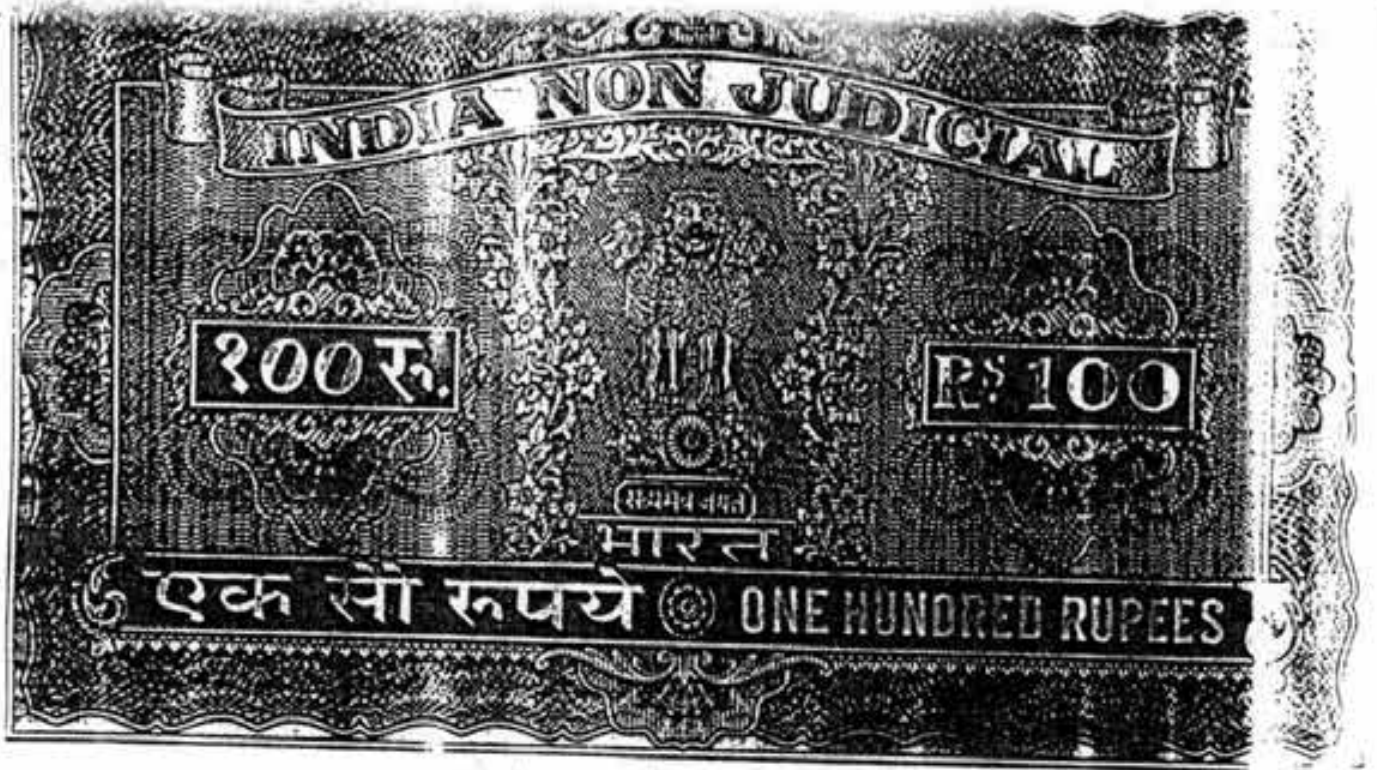


EXECUTIVE ENGINEER (BUDG. PERMISSION)
ADDL. TOWN PLANNING OFFICER

C.C. TO: ARCHITECT
JYJWAL CONSULTANT.

C.C. TO: Separately to :

1. M(T/S)
2. CCUC
3. EE(KHR/PNI/KJLMDRON)
4. EE(W/S)



Stamp H...
Treasury Office, Thane

गुद्राग विप्री परवाना क्रं ०१/२००३
 सांख्यिकी विभाग आणि वित्त विभाग
 फोन २७६५६०९६
 शाखा नं. ४२, आ. पी. एम. सी. फ्लोरमार्केट,
 सेंट्रल कॉलेज रोड, वरधामन, मुंबई, नवी मुंबई-४०० ७०५
 रजि. २३१ दिनांक
 हस्ता. Satish Haware

[- 2 JAN 114

स्वीकृत 20/1/2003
 समक. व. डोके २००३

29 DEC 2003

POWER OF ATTORNEY



I, Satish Haware, the Managing Director of the M/S The Haware Engineers and Builders Pvt Ltd, and M/S Haware Constructions Pvt. Ltd, both these Companies incorporated under the companies act 1956, having their registered office at 413-416 Vardhaman Market, Plot No - 75, Sector - 17, Vashi, Navi Mumbai 400 705 together with Mr Subhash Ratnu Padyar, authorized signatory of these companies. SEND GREETINGS

WHEREAS:

Our Companies, namely M/S The Haware Engineers and Builders Pvt LTD and M/S Haware Constructions Pvt. Ltd are developing plots in Navi Mumbai, Thane, Panvel, Chembur, Andheri and Mumbai area by erecting building or buildings consisting of flats, shops, offices etc.

For Haware Engineers and Builders Pvt. Ltd.
 For HAWARE ENGINEERS AND BUILDERS PVT. LTD.
 Authorized Signatory.

HAWARE CONSTRUCTIONS PVT. LTD.
 Managing Director
 For Haware Engineers and Builders Pvt. Ltd.

WHEREAS:

These companies have to execute several documents, agreements and have to do several other acts, deed, matters and things in this behalf.

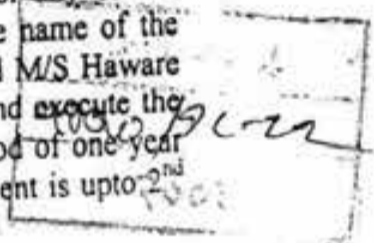
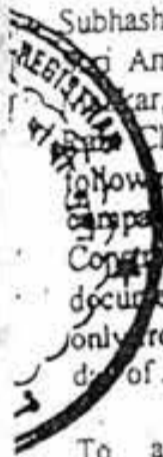
WHEREAS:

These companies have to present the said agreements and other documents before the Registrar of Assurances at Thane/Vashi/Panvel/Navli Mumbai/Andheri/Bandra/Mumbai, and admit execution thereof before the registrar of Assurances for the purposes of registration of such documents

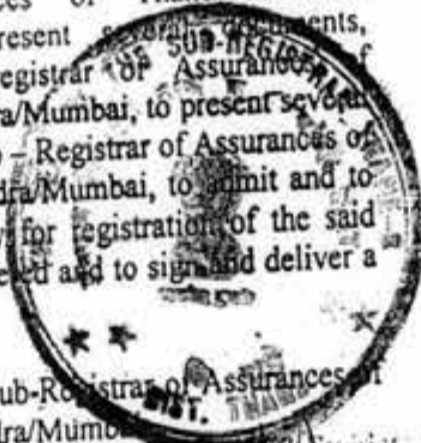
WHEREAS:

These companies are desirous of appointing fit and proper persons to do all or any several acts, deeds, matters and things in this behalf for and on behalf of and in the name of these Companies

NOW KNOWN YE AND THESE PRESENTS WITNESSETH THAT, I, Satish Haware Managing Director of The Haware Engineers and Builders Pvt, Ltd and M/S Haware Constructions Pvt, Ltd together with authorized signatory of these companies Mr. Subhash Ratnu Padyar do hereby nominate, constitute and appoint SARVASHRI , (1) Amol Nikalje (2) Shri Sandip Ramdas Kalwaghe (3) Shri Mahesh Moreshwar Mankar, (4) Shri Sainath Moreshwar Mankar (5) Smt. Sandhya Mahesh Mankar (6) Shri Chavan to be the companies true and lawful attorneys to do all or any of the following acts, deeds, matters and things for and on behalf of and in the name of the companies namely M/S The Haware Engineers and Builders Pvt, Ltd and M/S Haware Constructions Pvt, Ltd. SINGULARLY i.e any one of them can admit and execute the documents, agreements, deed and matters singularly at any time, for period of one year only from the date of execution of this present i.e the validity of this present is upto 2nd day of January 2005.



To appear before the Sub-Registrar of assurances of Thane/Vashi/Navli Mumbai/Andheri/Chembur/Panvel/Bandra/Mumbai, to present agreements, documents, agreements and /or the indentures before the Sub-registrar of Thane/Vashi/Navli Mumbai/Andheri/Chembur/Panvel/Bandra/Mumbai, to present several documents, agreements and/or the indentures before the Sub - Registrar of Assurances of Thane/Vashi/Panvel/Navli Mumbai/ Andheri/Chembur/Bandra/Mumbai, to admit and to execute thereof and to do any act that may be necessary for registration of the said document and to receive back when it has been duly registered and to sign and deliver a proper receipts for the same.



To obtain certified copies thereof from the office of the Sub-Registrar of Assurances of Thane/Vashi/Panvel/Navli Mumbai/Andheri/Chembur/Bandra/Mumbai

For HAWARE ENG

[Handwritten Signature]
Authorized Signatory.

Managing Director

HAWARE CONSTRUCTORS PVT LTD

Managing Director

...gnatory of these companies Shri Subhash Ratnu Padyar have hereunto set
d subscribed our hands on this 3rd day of January 2004, at Navi Mumbai, pursuant to
e resolution No 1 passed at the meeting of the Board of Directors of the companies
on 18th NOV 2003

For Hware Engineers

...BY THE Withnamed)
...HAWARE. The Managing Director
...M S Hware Engineers & Builders Pvt. Ltd.
...Hware Constructions Pvt Ltd together with
...SUBHASH RATNU PADYAR authorized
...gnatory of these companies pursuant to the Resolution
...passed at meeting of the Board of Directors of these
Companies on 18th NOV 2003

HAWARE CON...
Managing Director
For Hware Constructions Pvt Ltd
For HAWARE LTD
Authorized Signatory.



In the presence of

Mankar

...RES OF CONSTITUTED ATTORNEYS

टनम - ८
१०१०/१९-२२

1) SHRI AMOL NIKALJE



2) SHRI SANDIP RAMDAS MALWAGHE

Ref



3) SHRI MAHESH M. MANKAR

4) SHRI SAINATH M. MANKAR

5) SHRI SANDHYA MAHESH MANKAR

6) SHRI RAM CHAVAN



Mankar

2/10/04



MAHESH MANKAR



7) SANDHYA MANKAR



8) Sainath M. Mankar

S. M. Mankar

28/01/2004

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

टननठ

दस्त क्र 1010/2004







3:28:05 pm

ठाणे 8

29/22

दस्त क्रमांक : 1010/2004

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठस
1	नावा श्री. राहुल दादासाहेब उबाळे पत्ता: घर/प्लॉट नं. - मल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं.: - पेठ/वसाहत: - शहर/गाव: घाटकोपर तालुका: मुंबई पिन: ४१	लिहून घेणार वय 27 सही		
2	नावा श्री. दादासाहेब मारुती उबाळे पत्ता: घर/प्लॉट नं. - मल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं.: - पेठ/वसाहत: - शहर/गाव: सादर तालुका: - पिन: -	लिहून घेणार वय 59 सही		
3	नावा हावरे इंजी आणि बिल्डर्स प्रा.लि. सर्फे श्री. सुभाष आर. पदिवार यांचे कु.मु श्री. साईनाथ मोरेग्यार मानकर पत्ता: घर/प्लॉट नं. - मल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं.: - पेठ/वसाहत: - शहर	लिहून घेणार वय 50 सही *b2W0a		

दुय्यम निबंधक ठाणे क्र. ९





दस्त गोपवारा भाग - 2

टनन8

दस्त क्रमांक (1010/2004)

[Signature]

दस्त क्र. [टनन8-1010-2004] चा गोपवारा
बाजार मूल्य : 592368 मोघदला 674240 भरलेले मुद्रांक शुल्क : 19250

पावती क्र.: 1009 दिनांक: 28/01/2004
पावतीचे वर्णन
नाव: श्री. राहुल दादासाहेब उबाळे

दस्त हजर केल्याचा दिनांक : 28/01/2004 03:23 PM
निष्पादनाचा दिनांक : 28/01/2004
दस्त हजर करणा-याची सही :

[Signature]

0750 : नोंदणी फी
440 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

7190: एकूण

दस्ताचा प्रकार : 25) करारनामा
शिवका क्र. 1 ची वेळ : (सादरीकरण) 28/01/2004 03:23 PM
शिवका क्र. 2 ची वेळ : (फी) 28/01/2004 03:26 PM
शिवका क्र. 3 ची वेळ : (कबुली) 28/01/2004 03:27 PM
शिवका क्र. 4 ची वेळ : (ओळख) 28/01/2004 03:27 PM

[Signature]
दु. निबंधकाची सही, ठाणे 8

दस्त नोंद केल्याचा दिनांक : 28/01/2004 03:27 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तींचा ओळखतात,
व त्यांची ओळख पटवितात.

1) रमेश - यादव , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

पेठ/पसाहत: -

शहर/गाव: याशी. से. 17

तालुका: नवी मुंबई

पिन: -

2) सधिन - वाघमारे , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

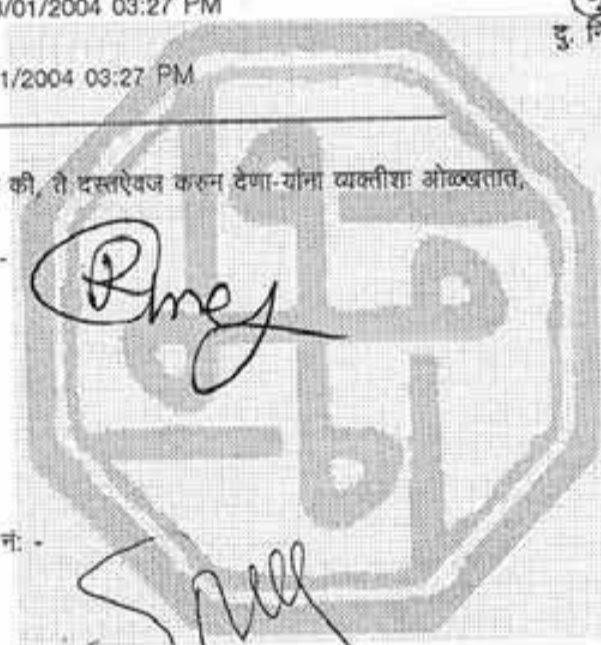
पेठ/पसाहत: -

शहर/गाव: सदर

तालुका: -

पिन: -

[Signature]
दु. निबंधकाची सही
ठाणे 8



[Signature]

[Signature]

दुस्तक क्रमांक 98

..... 9090 क्रमांकावर नोंदव्या

दुय्यम निबंधक

बांध 25 माह 9 धर

