Original/Duplicate पावती 73/2445 नोंदणी क्रं. :39म Wednesday, February 13, 2019 Regn.:39M 4:28 PM दिनांक: 13/02/2019 पावती क्रं.: 3183 गावाचे नाव: डावले दस्तऐवजाचा अनुक्रमांक: टनन1-2445-2019 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: रंजीत बी. सामंता . ₹. 25600.00 नोंदणी फी ₹. 840.00 दस्त हाताळणी फी पृष्ठांची संख्या: 42 ₹. 26440.00 एकूण: आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे 4:49 PM ह्या वेळेस मिळेल. Sub Reg बाजार मुल्य: रु.1763184 /-मोबदला रु.2560000/-भरलेले मुद्रांक शुल्क : रु. 153600/-1) देयकाचा प्रकार: eChallan रक्कम: रु.25600/-डी/धनादेश/पे ऑर्डर क्रमांक: MH011852572201819E दिनांक: 13/02/2019 प्रकार: By Cash रक्कम: रु 840/-

RANJIT-SAMANTA



Home

No. 10



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### CHALLAN MTR Form Number-6



MH011852572201819E	BARCODE		IE BIEE II I II EII I BII	Date 1	13/02/2019-11:56:14	Form ID	25.2
Department Inspector General C	Of Registration		Payor, Details				
Stamp Duty			TAX ID (If Any	)	ट न	GT .	-9
Type of Payment Registration Fe	е		PAN No.(If App	olicable) C	1PS4604Q	200	
office Name THN1_HQR SUB REGISTRA THANE URBAN 1			Full Name	F	NJIT B SAMANTA	100	२०१९
Location THANE					3	2	
Year 2018-2019 One Ti	me		Flat/Block No	. FI	at No. 407, 4th	Floor,	SAL SHRUSHTI
		ties and the same of	Premises/Bu	ilding S	APPHIRE	111	
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Total 1,79,200.00  Payment Details IDBI BANK			0 Words	Only			
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Department ID :				only Noty	- N	Mobile No.	9821690

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

सदर चलन केवळ दुरयम निराक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

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Print Date 13-02-2019 11:56:42

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into a day of February, 2019

दस्त क्र. ४००० /२०१९

BETWEEN

M/s. SAI SHRUSHTI ENTERPRISES, PAN: ACKFS0306D, A Partnership Firm, with its Office at: Shop No.6, E - Wing, Subhadra Anant Complex, Opp. Sachin Niwas, Diva Shil Road, Diva (East), Taluka and District Thane - 400612, hereinafter referred to as "PROMOTER" (which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present partner/s partner/s who may be admitted as the partner of the firm and person/s who may be admitted as the partner of the firm on reconstitution of the firm and on dissolution of the firm, right and obligation under the instrument to whom allotted and partner/s heirs, executors, include the partner/s who ceases to be the partner of the said firm and his neits, executors administrators etc.). of the ONE PART.

### AND

1) MR. RANJIT B. SAMANTA age 39 years, PAN CYIPS4604Q, and 2) SUPRIYA SAMANTA MAITI, age 33 years, PAN FCRPM5610L, Indian Inhabitant/s, having address at: Sant krupa bldg., B wing, 602, Diva Shil Road, Diva east, thane 400612. hereinafter referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS previously, one Mr. Bala Ambo Mhatre was the owner, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property being land admeasuring 9660 sq. mtrs., bearing Survey No.136, Hissa No.1 of Village Davale, Taluka and District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the "SAID LARGER PROPERTY".

AND WHEREAS after sad demise of said Mr. Bala Ambo Mhatre, as per Hindu Succession Act, his Grand-son Mr. Narayan Kachru Mhatre became the owner of the Said Larger Property alongwith other properties;

AND WHEREAS said Mr. Narayan Kachru Mhatre was demised on 10<sup>th</sup> May 1995, leaving behind his widow Smt. Draupadi, 3 sons namely Mr. Gowardhan, Mr. Vishnu, Mr. Suresh (died) and 3 daughters namely Mrs. Anjana Dagdu Alimkar, Miss Ranjan, Miss Vasanti as his legal heirs, under Hindu Succession Law in which he was governed before his death and they became the owners of the Said Larger Property alongwith other properties;

AND WHEREAS by and under Deed of Release dated 15<sup>th</sup> December 2008 which was duly registered in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN-1/6736/2008, said Miss Ranjan, Miss Vasanti have been relinquished/released their undivided right without any consideration in the Said

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7 7 9 9 With other properties in favour of their mother Smt. Draupage of their mother Smt. Draup targer property along with of ownership becember 2008, withholding right of ownership and brothers namely said the Deed of Said larger Property, one of the daughter of others in the Said larger Property, one of the daughter of t Release dated 15 over land and larger Property, one of the daughter of late Mr admires land Mhatre i.e. Mrs. Anjana Dagdu Alimkar L Narayan Kachru Mhatre i.e. Narayan Kachru Marayan Mara relinquished/release Property alongwith other properties, in favour of their mother part of the Said Larger Property alongwith other properties, in favour of their mother part of the Said Larger Property alongwith other properties, in favour of their mother properties.

on Draupadi and brothers namely said Mr. Gowardhan and Mr. Vishnu; AND WHEREAS on 18th November 2016, wife of late Mr. Narayan Kachin Mhatre le. Smt. Oraupadi Narayan Mhatre was died leaving behind 3 sons namely Mr. Gowardhan Mr. Suresh (died) and 3 daughters namely Mrs. Anjana

Qagdu Alimkar Miss Ranjan, Miss Vasanti;

THANE WHEREAS by and under Gift Deed dated 16th August 2017 which was duly registered in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN. 12/2379/2017, said Mr. Gowardhan and Mr. Vishnu have been jointly gifted claim-free land admeasuring 100 sq. mtrs. out of Said Larger Property to their sister Mrs. Anjana Dagdu Alimkar, out of love and affection and without consideration. And thus, said Mrs. Anjana Dagdu Alimkar became the absolute owner of undivided and claim-free land totally admeasuring 1030 sq. mtrs. survey no. 136/1/ F (hereinafter referred to as the "SAID PROPERTY") out of the Said Larger Property, but as of now no separate 7/12 extract of Said Property is to be formed in exclusive name of said Mrs. Anjana Dagdu Alimkar;

AND WHEREAS by and under registered Development Agreement dated 15th January 2018, which was duly registered with the office of the Sub-Registrar of Assurances Thane at Serial No.TNN-1/744/2018 read with Power of Attorney dated 15<sup>th</sup> January <sup>2018</sup> which was duly registered with the office of the Sub-Registrar of Assurances at Thane a Serial No.TNN-1/745/2018, said Mrs. Anjana Dagdu Alimkar had granted the Development Rights in respect of Said Property out of the Said Larger Property to and in favour of one NS Sai Shrushti Enterprises or its nominees or assignees i.e. Promoter herein, for the consideration and subject to the terms and conditions contained therein;

AND WHEREAS in the circumstances and under the aforesaid Development, the Property of the Prop Agreement, the Promoter have obtained the development rights, titles, shares and interests in respect of the interests in respect of the Said Property with rights to construct thereon structures and sell and transfer as and sell and transfer the premises situated in such structure/s to prospective purchasers thereof;

AND WHEREAS the Said Property is not falling under the ambit of the following the said Property is not falling under the ambit of the Said repealed Urban Land (Ceiling & Regulation) Act, 1976 since the area of the Property and individual and individual area. Property and individual property rights were within the ceiling limits and no order have been passed thereign. have been passed thereunder;

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AND WHEREAS the Promoters have duly appointed and entered into standard agreement with Architect, for the development of the Said Property.

AND WHEREAS N. R. MAHAJAN, an Advocate from France to and under his Title

Certificate dated 25<sup>th</sup> January 2018, has certified the title and an authority of the Promoter to develop the Said Property;

AND WHEREAS the Promoter has obtained from Thane Municipal Corporation (for short "SAID TMC"), sanction plans for layout and building construction vide Commencement Certificate bearing V P. No. S/11/0180/18/TMC/TDD/2715/18, dated 22<sup>nd</sup> June 2018 (hereinafter referred to as the "SAID SANCTIONED PLANS"), to construct a Residential-cum-Commercial building consist of Stilt (Part) + Ground (Part) TROOF 2nd 2nd Commencement Certificate Dated 14th Jan 2019 Stilt (part) + Ground (Part)

AND WHEREAS the Promoter herein being developer of the Said Property alone as sole and exclusive rights to construct buildings on the Said Property in accordance with the recitals hereinabove and to sell, mortgage, give on lease and/or to deal the with rim any other manner as the Promoter may deem, fit and proper, the premises in the building to the constructed by the Promoter on the Said Property and to enter into Agreements with the Purchasers of the premises and to receive the sale price in respect thereof;

AND WHEREAS the Promoter has proposed to construct a Residential-cum-Commercial building to be known as "SAI SHRUSHTI SAPPHIRE" (hereinafter referred to as the "SAID PROJECT") having a Residential-cum-Commercial premises, by using 875.50 sq. mtr. under 1:0 FSI of the Said Property and FSI of 309 sq. mtrs. by paying Premium. Thus, at present the Promoter has sanctioned to construct Said Project by using 1149.61 sq. mtrs. FSI out of total sanctioned FSI 1184.50 sq. mtrs. under Said Sanctioned Plan. The Promoter desires to amend Said Sanctioned Plan in due course of time to construct additional floors by loading TDR of 1730.4 sq. mtrs. besides using Balance FSI of 34.89 sq. mtr. on the Said Property, as per the D.C. Rules of the Sanctioning Authority;

AND WHEREAS the Purchaser/s is/are offered to purchase a Flat bearing No. 407 on the 4<sup>th</sup> Floor, admeasuring 30.66 sq. mtrs. carpet area alongwith enclosed area admeasuring 3.04 sq. mtrs. carpet area, totally admeasuring 33.7 sq. mtrs. carpet area of the building to be known as "SAI SHRUSHTI SAPPHIRE" (hereinafter referred to as the "SAID PREMISES") being constructed on the Said Property by the Promoter;

AND WHEREAS the Promoter has registered the Said Project under the provisions of the Act with the Real Estate Regulatory Authority at Serial No. P51700017148, authenticated copy is attached in Annexure 'A';

AND WHEREAS the Promoter herein has entered into standard agreement with Architect M/s. Joshi Deshaware Associates (for short "SAID ARCHITECT") - an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of Said Property including preparation of the layout and construction plan of the building and further has entered into standard agreement with RCC Structural Engineers M/s Ajay Mahale & Associates, (for short "SAID STRUCTURAL ENGINEER") for preparation of structural designs and has accepted the professional supervision of the said Architect and said Structural Engineer or such other Architect/Structural Engineer as the

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Promoter may appoint and/or substitute from time to time, till the completion of the Project. 9

AND WHEREAS on demand from the Purchaser/s, the Promoter has given inspector and the Property an AND WHER AS on documents of title relating to the Said Property and the plan to the Purchasers of all the documents of title relating to the Said Property and the plan to the Purchasers of all the documents of title relating to the Said Property and the plan to the Purchasers of the Purchasers of the Purchasers of the Said Property and the plan to the Said Property and th to the Purchase of all the Planton the Purchase of all the Pla designs and specifications prepared to the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to the Real Estate (Regulations made thereunder; specified union and the Rules and Regulations made thereunder; to as the sald Act.) and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by Na AND WHERE AND WHEN AND WHE MAHAJAN, Advocate of the Promoter to the Said Property on which the buildings are to be said Property on which the buildings are to be nature or the land 'C', respectively, constructed have been annexed hereto and marked as Annexure 'B' and 'C', respectively,

AND WHEREAS authenticated copies of Commencement Certificate bearing V. No. S/11/0180/18 MC/TDD/2715/18, dated 22<sup>nd</sup> June 2018, as approved by said Tild No. Santio los remarked a Residential-cum-Commercial building has been annexed hereto and marked a Annexure 'D

WHEREAS the authenticated copies of the plan of the Layout as approved in said TMC, have been annexed hereto and marked as Annexure 'D-2';

AND WHEREAS the authenticated copies of the plans and specifications of the Sain Premises agreed to be purchased by the Purchaser/s, as sanctioned and approved by said TMC, have been annexed and marked as Annexure 'D-3':

AND WHEREAS the Promoter has got some of the approvals from said TMC to the plans, the specifications, elevations, erections and of the said building and shall obtain sanction for aforesaid additional FSI from sanctioning authority from time to time, so as h obtain Building Completion Certificate or Occupancy Certificate of the said building;

AND WHEREAS while sanctioning the Said Sanctioned Plan, said TMC and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Project and the said building and upon due observance and performance of which only the Completion  ${}^{\sigma}$ Occupancy Certificate in respect of the said building shall be granted by said TMC;

AND WHEREAS the Promoter has accordingly commenced construction of the sale. building in accordance with the Said Sanctioned Plans;

AND WHEREAS the Purchaser/s has/have purchase from the Promoter a Flat No. 407 of carpet area admeasuring 30.66 sq. mtrs. along with enclosed area admeasuring 30.66 sq. mtrs. sq. mtrs. carpet area, totally admeasuring 33.7 sq. mtrs. carpet area on 4th Floor has said building to be a said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be known as "SAI SHRUSHTI SAPPHIRE" being constructed on the said building to be said buildin Property:

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

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AND WHEREAS, prior to the execution of these presents the Purchaser's has/have paid to the Promoter a sum of Rs. 60,000/- (Rupees Sixy Thousand only), being part payment of the sale consideration of the Said Premises agreed to the sold by the Promoter to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinatter appearing;

AND WHEREAS, the Promoter has registered the Said Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Serial No.P51700017148.

AND WHEREAS, under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of Said Premises with the Purchaser's being in act these presents and also to register said Agreement under the Registration Act, 1908 to accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees is sell and the Purchaser's hereby agrees's to purchase the Said Premises;

# NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED THANE:

- 1. The Promoter shall propose to construct the said building on the Said Property in accordance with the plans, designs and specifications as to be approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Said Premises of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
- 1(a)(i) The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Said Premises i.e. a Flat No. 407 of carpet area admeasuring 30.66 sq. mtrs. along with enclosed area admeasuring 3.04 sq. mtrs. carpet area, totally admeasuring 33.7 sq. mtrs. carpet area on 4th Floor in the said building, as shown in the Floor plan thereof hereto annexed and marked Annexure D-3, for the consideration of Rs. 25,60,000/- (Rupees Twenty Five Lakh Sixty Thousand only) including the proportionate price of the common areas and facilities appurtenant to the Said Premises, which are more particularly described in the Second Schedule annexed herewith.
- 1(c) The Purchaser/s has/have paid on or before execution of this agreement a sum of Rs. 60,000/- (Rupees Sixty Thousand Only) (10% of the total consideration) as advance payment or application fee and hereby agree/s to pay to that Promoter the balance amount of Rs. 25,00,000/- (Rupees Twenty five Lakh only) in the following manner:
- (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the Said Premises is located.
- iii. (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the Said Premises is located.

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(not exceeding 75% of the total completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors and windows of the second completion of the walls, internal plaster, floorings doors are second completion of the walls, internal plaster, floorings doors are second completion of the walls, internal plaster, floorings doors are second completed complete Premises.

(not exceeding 80% of the total consideration) to be paid to the Promoter of the Sanitary fittings, staircases, lift wells, lobbies upto the floor is (not exceeding 80% of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, the Said Premises.

the Said Premises of the total consideration) to be paid to the Promoter of the external plumbing and external plaster, elevation, terrange of the external plumbing and external plaster, elevation, terrange of the external plumbing and external plaster, elevation, terrange of the external plumbing and external plaster, elevation, terrange of the external plumbing and external plaster, elevation, terrange of the external plumbing and external plaster, elevation, terrange of the external plumbing and external plumbing are plumbing and external pl (not exceeding 85% of the external plumbing and external plaster, elevation, terraces we completion of the external plumbing in which the Said Premises is located completion of the building or wing in which the Said Premises is located...

Waterproceeding 95% of the total consideration) to be paid to the Promoter of Record of the lifts, water pumps, electrical fittings, electro, mechanisms completor of the lifts, water pumps, electrical fittings, electro, mechanical and completion of the line, entrance lobby/s, plinth protection, paving of are environment requirements, entrance as may be prescribed in the Agreement environment, requirements as may be prescribed in the Agreement of saleg the building A wing in which the Said Premises is located.

Balance against and at the time of handing over of the possession of the Said emises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

- The Total Price above excludes Taxes (consisting of tax paid or payable by  $\mathfrak{h}_{\mathbb{R}}$ Promoter by way of Goods Service Tax (GST) and Cess or any other similar taxes 1(d) which may be levied, in connection with the construction of and carrying out the Sat Project payable by the Promoter) up to the date of handing over the possession of the Said Premises.
- The Promoter undertakes and agrees that while raising a demand on the Purchasets for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published/issuel in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- The Promoter shall confirm the final carpet area that has been sold to the Purchaseth after the construction of the said building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet and within the defined limit then Promoter shall refund the excess money paid by Purchaself within forty-five (45) days with annual interest at the rate specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the distance of the specified in the Rules, from the specified in the specified in the Rules, from the specified in th If there is any increase in the when such an excess amount was paid by the Purchaser/s. carpet area sold to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s on a minute shall demand additional amount from the purchaser/s on a minute shall demand additional amount from the purchaser/s on a minute shall demand additional amount from the purchaser/s on a minute shall demand additional amount from the purchaser/s on a minute shall demand additional amount from the purchaser/s of the purcha Purchaser/s as per the next milestone of the Payment Plan.
- The Purchaser/s authorise/s the Promoter to adjust/appropriate all payments made in 1(g) him/her/them under any head(s) of dues against lawful outstanding, if any, in his/he/libit name as the Promoter name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakels to object/demand/discret to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

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The Promoter hereby agree to observe, perform and comply with all the terms, 2.1 conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said stans of thereafter and shall, before handing over possession of the Said Premises to the Purchaser/s, obtain, from the concerned local authority occupancy and/or completion certificates in respect of the sale Premises.

Time is essence for the Promoter as well as the Purchaser/s. 2.2 abide by the time schedule for completing the Said Project and handing over the Said Premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate of both Fee the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject the simultaneous completion of construction by the Promoterass provided in clause herein above.

- The Promoter hereby declares that total Floor Space index available as on respect of the Said Project is 1184.50 sq. mtrs. by implementing various mentioned in the Development Control Regulation such as 1:0 FSI of the Said Property and FSI available on payment of Premiums, which are applicable to the Said Project. Promoter has disclosed the Floor Space Index of 1730.4 sq. mtrs. by loading TDR besides using Balance FSI of 34.89 sq. mtr., is proposed to be utilized by them on the Said Property in the Said Project and Purchaser/s has/have agreed to purchase the Said Premises based on the proposed construction and sale of Said Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- The Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.
- Without prejudice to the right of Promoter to charge interest, in terms of sub clause 4.2 4.1 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen (15) days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at e-mail address provided by the Purchaser/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. 

  If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty (30) days of the termination, the installments of sale consideration of the Said Premises which may till then have been paid by the Purchaser/s to the Promoter.

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The fixtures and fittings with regard to the flooring and sanitary fittings and amended to be provided. The fixtures and fittings with regard or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular brand, or price range (if unbranded) to be provided by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with particular branded by like one or more lifts with lifts and lifts with lift with lifts and lifts with lifts and lifts with lifts and lifts with lifts and blike one or more lifts with particular brand, or promoter in the said building and the Said Premises as are set out in Annexure 'E', annexure

Hereto.

The Promoter shall give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to the Purchaser/s on neglects to give possession of the Said Premises to give possession of the Said If the Promoter fails or neglects to give possession of the before 31th Day of Dec. 2015.

Defore 31th Day of Dec. 2015.

Defore 31th Day of Dec. 2015.

Defore 31th Day of Dec. 2015.

Purchaser/s on account of reasons beyond its control and of its age.

Purchaser/s on account of reasons beyond its control and of its age.

Purchaser/s on account of reasons beyond its control and of its age. Said Premises to the purchasers of the Promoter shall be liable on demand to refund to the shall be liable on demand to the shall be liable Purchaser/s the amounts already received by it in respect of the Said Premises with interest amounts already received by it in respect of the Said Premises with interest and the Rules. from the date the Promoter received the sum the said in Rules. Purchaser/s the amounts all each, from the date the Promoter received the sum till the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter received the sum till the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter received the sum till the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned the same rate mentioned in Rules, from the date the Promoter shall be the same rate mentioned the same rat the same rate mentioned in the day the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to the amounts and interest thereon is repaid. the amounts and interest of time for giving delivery of Said Premises on the aforesaid date, if the completion of building in which the Said Premises is to be situated is delayed on accompletion of building in which the Said Premises is to be situated is delayed on accompletion of building in which the Said Premises is to be situated is delayed on accompletion of building in which the Said Premises is to be situated is delayed on accompletion of building in which the Said Premises is to be situated is delayed on accomplete the said Premises on the aforesaid date, if the complete the said Premises is to be situated in the said Premises on the aforesaid date, if the complete the said Premises is to be situated in the said Premises on the aforesaid date, if the complete the said Premises is to be situated in the said Premises on the said Premises is to be situated in the said Premises in the said Premises is to be situated in the said Premises in the said Premises is to be situated in the said Premises in reasonable expension of building in which the Said Premises is to be situated is delayed on account of

i) Non availability steel, cement, other building materials, water or electric supply;

ii) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or to effect thereof directly or indirectly to the date of offer of possession;

- iii) Any notice, order, rule, regulation, notification or directive of the Government, and / orange local or public or private body or authority and/or any other Competent Authority or any Court or Tribunal or any quasi-judicial body or authority;
- iv) Any force majeure circumstances or conditions or other causes beyond the control of  $\alpha$ unforeseen by the Promoter or its agents including strikes or agitation by the workers or laborers of the Promoter or the Contractor or suppliers;
- v) Changes in any rules, regulation, bye-laws of various statutory bodies or authorities affecting the development of the project; or
- vi) Delay in grant of any NOC/permission/licence/connections for installation of any services such as lifts, electricity and water connections and meters to the Project / Said Premises of No Objection Certificate from appropriate authority;
- vii) Delay in issue of the Occupation Certificate and/or any other certificates and/or grant delay in issue of the Occupation Certificate and/or any other certificates and/or grant delay. any permission, sanction, approval and/or order, as may be required in respect of the development of the Said Project, by the TMC or any other concerned authority;
- viii) Non-payment of consideration and of other dues by the other Purchasers of premises the said building and of other dues by the other Purchasers of premises the said building and other dues by the other Purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and other dues by the other purchasers of premises the said building and the said b the said building strictly as per time Schedule stipulated in their respective Agreements stipulated in their respective Agreements be construed as one of the circumstances beyond the control of Promoter.
- Procedure for taking possession The Promoter, upon obtaining the Occupant Certificate from the competent authority and the payment made by the Purchaser/s as Per the Agreement, shall offer in a competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the Purchaser/s as Per the competent authority and the payment made by the payment mad Agreement, shall offer in writing the possession of the Said Premises, to the Purchaser/s terms of this Agreement to the possession of the Said Premises, to the Purchaser/s terms of this Agreement to the possession of the Said Premises, to the Purchaser/s terms of this Agreement to the possession of the Said Premises, to the Purchaser/s terms of this Agreement to the possession of the Said Premises, to the Purchaser/s terms of the Said Premises, the Purchaser/s terms of the Said Premises, the Purchaser/s terms of the Pur terms of this Agreement to be taken within fifteen (15) days from the date of issue notice and the Promoter shall give possession of the Said Premises to the Purchaser/s Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilling

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of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or Association of Purchasers, as the case may be.

The Purchaser/s shall take possession of the Said F written notice from the Promoter to the Purchaser/s intimating the the Sand Premises is ready? for use and occupancy.

Failure of Purchaser/s to take Possession of Said Premises written intimation from the Promoter as per clause 7.1, the Purchaser/s shall take possession of the Said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Premises to the Purchaser/s. In case the Purchaser/s take possession within the time provided in clause 7.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

- If within a period of five (5) years from the date of handing over the Said Premises to 7.4 the Purchaser/s, the Purchaser/s brings to the notice, under reference Structural Report from Structural Engineer, to the Promoter any structural defect in the Said Premises or the building in which the Said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- The Purchaser/s shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which is sold for. He/she/they shall use the Parking space only for purpose of keeping or parking vehicle.
- The Purchaser/s along with other Purchasers in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organisation of Purchaser/s. No objection shall be taken by the Purchaser/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
  - The Promoter shall, within three (3) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest in the Said Property on which the Said Premises is situated.
  - Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Said Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and

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pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) and building's insurance, common lights, repair to respect of the Said Property and building's and all other currents. pay the proportionate share (i.e. in proportion and building's insurance, common lights, repairs and the proportionate share (i.e. in proportionate share) and building's insurance, common lights, repairs and all other expenses necessare outgoings in respect of the Said Property and building's insurance, common lights, repairs and all other expenses necessare outgoings in respect of the Said Property and pay the property and ball other expenses necessary and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and salaries of clerks bill collectors, chowkidars, sweepers and salaries of clerks bill collectors. outgoings necessary and maintenance of Common Amenities, Said Property and Maintenance of Common Amenities and Maintenance of salaries of the management and maintenance incidental to the manag said building. Unt the Society or Limited share of outgoings as may be determined share of proportionate share is so determined, the Purchaser/s's share is so determined, the Purchaser in the purchaser is so determined. promoter such proportionale sites agree/s that till the Purchaser/s's share is so determined, the Purchaser/s further agree/s that till the Purchaser/s for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months starting from the promoter provisional monthly contribution for 18 months are provisional monthly cont Purchaser/s further agree/s that unit and monthly contribution for 18 months starting from the day shall pay to the Promoter provisional monthly contribution for 18 months starting from the day shall pay to the Promoter provisional monthly contribution for 18 months starting from the day shall pay to the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months starting from the day of the Promoter provisional monthly contribution for 18 months are contributed in the Promoter provisional monthly con shall pay to the Promoter provisional transfer market rate (excluding individual Property) of Occupation Ce tificate amounting to as per market rate (excluding individual Property).

The amounts so paid by the Purchaseauth The amounts so paid by the Purchaser/s to and Water Tax) towards the outgoings.

and Water Tax) towards the outgoings.

Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and remain with the Promoter shall not carry any interest and the Promoter shall not carry and the Promoter shall not carry any interest and the Promoter shall not carry Promoter shall not carry any interest of the Society or a Line of Maintenance Pre-party as explained in Clause No.9.1, is executed in favour of the Society or a Line of Maintenance Pre-party as aforesaid. After the abovesaid 18 months of Maintenance Pre-party as aforesaid. Company as explained in Clause 11.0 and 18 months of Maintenance Pre-paid Period Company as a presaid. After the abovesaid 18 months of the Common Amenities, Sampromoter shall hand over all the maintenance in respect of the Common Amenities, Sampromoter shall hand over all the maintenance in respect of the Common Amenities, Sampromoter shall hand over all the Society or a Limited Company on "as is a second of the Company on "as is a second of the Company on "as is a second of the Company of the C Promoter shall building to existing the Society or a Limited Company on "as is where is the Soid Broadth the On such conveyance being executed of the Said Property, the aforesaid deposits (less reduction provided for in this Agreement) shall be paid over by the Promoter to the Society the Limited Company, as the case may be. The purchase/s hereby agree/s and undertake/s to pay to the promoter of  $\P$ 

proposed society deposits and / or amounts as and when demanded in writing before taking possession of the premises of the as mentioned below. Towards legal charges, costs of Agreement and formation and a. Rs. 5.400/-

Registration of Society, Share Money, Application and Legal less incurred by the Developers.

Proportionate share towards deposit amounts payable to TMC MSEB, Cable deposit, SLC. Meter Deposit and incidental charges to b. Rs. 60,000/giving electricity supply and for giving after supply etc. and Walk Meter Deposit, Water Line charges, N. A. Tax of the Said Properly and water Resource, Assessment Taxes, D.C.C., and escalation charges imposed by the TMC or any other Authorities, Solar System

Towards advance maintenance charges for 18 months. It will start c. Rs. 34,600/from possession.

**Towards Development Charges** d. Rs.1,00,000/-

The Promoter shall utilize the sum of Rs. 2,00,000/- (Total Rupees Two Lakhs only) poly the Purchaser/s to the Discount of the Discount of the Purchaser/s to the Discount of the Discount by the Purchaser/s to the Promoter for meeting all legal costs, charges and expensional costs. including professional costs of the attorney at law / Advocate and the cost of preparing the agreement and other legal decreases.

At the time of registration of conveyance of the Said Property, the Purchaseris state he said Society or Limited Conveyance of the Said Property, the Purchaseris state of the Said Property of the Said Prop pay to the said Society or Limited Company, Purchaser/s' share of stamp duty and registration charges payable on such conveyance. charges payable on such conveyance or any document or instrument of transfer in respect the Said Property.

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### REPRESENTATIONS AND WARRANTIES OF THE PROMOTER 12.

The Promoter hereby represents and warrants to the Purchaser/s as follows:

The Promoter has clear and marketable title with respect othe Said Property and has the requisite rights to carry out development upon the Said Property and also actual, physical and legal possession of the Said Property for the implementation of the Said Project;

The Promoter has lawful rights and requisite approvals from the competent authorities ii. to carry out development of the Said Project and shall obtain requisite approvals from time to time to complete the development of the Said Project;

There are no encumbrances upon the Said Property or Me Said Project iii.

There are no litigations pending before any Court of a with respect to the Property or Said Project: iv. Property or Said Project;

All approvals, licenses and permits issued by the competent authorities, with to the Said Project, Said Property and said building, are valid and subsisting and have been obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Project, Said Property, said building and common areas;

- The Promoter has the right to enter into this Agreement and has not committed or vi. omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other agreement / arrangement with any person or party with vii. respect to the Said Property, including the Said Project and the Said Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Premises to the Purchaser/s in the manner contemplated in this viii. Agreement;
- At the time of execution of the Conveyance Deed of the Said Property to the Society of Purchasers, the Promoter shall handover lawful, vacant, peaceful, physical ix. possession of the common areas of the Structure to the Society of the Purchasers;
- The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, X. premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities;
- No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for xi. acquisition or requisition of the Said Property) has been received or served upon the Promoter in respect of the Said Property and/or the Said Project.

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13. The Purchaser/s or himself/herself/themselves with intention to bring all persons whosoever hands the Said Premises may come, hereby covenant/s with the Promoter whosoever hands the Said Premises may come, hereby covenant/s with the Promoter as follows:

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To maintain the Said Premises at the Purchaser/s's own cost in good and tenantic repair and condition from the date that of possession of the Said Premises is later and shall not do or suffer to be done anything in or to the building in which the said shall not do or suffer to be done anything in or to the building in which the Said Premises is situated which may be against the rules, regulations or bye-laws remangeranter or make addition in or to the said building in which the Said Premises itsuated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the Said Premises itself or any part thereof without the consent of the situated and the si

Not to store in the Said Premises any goods which are of hazardous, combustible of the dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Premises is situated or storing of which goods is objected to building in which the Said Premises is situated or storing of which goods is objected to building in which the Said Premises, common passages packages which may damage or likely to damage the staircases, common passages or packages which may damage or likely to damage the staircases, common passages or packages which may damage or likely to damage the staircases, common passages or packages which may damage or likely to damage the staircases, common passages or packages which may damage or likely to damage the staircases, common passages or packages which may damage or likely to damage the staircases, common passages or packages which may damage or likely to damage the staircases, common passages or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage or likely to damage the staircases, common passages packages which may damage the staircases, common passages packages which may

- To carry out at his/her/their own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said Premises or any part thereof, not at any time make or cause to be made any addition or alteration of whatever natural or to the Said Premises or any part thereof, nor any alteration in the elevation of outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, as to support shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Premises without the prior written permission of the Promoter and/or the Society the Limited Company.
  - Not to do or permit to be done any act or thing which may render void or voidable insurance of the Said Property and the building in which the Said Premises is sluidly or any part thereof or whereby any increased premium shall become payable respect of the insurance.

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- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Project land and the building in which the Said Premises is situated.
- vii. Pay to the Promoter within fifteen (15) days of demand by the Promoter, his/her/their or giving water, electricity or any other service connection to the building in which the
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Perpises by the Purchaser/s for any purposes other than for purpose for which it sold any purposes of the said Perpises by
- factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the Said Property in which Said Premises is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which it has been received.
- 15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Property and said building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Said Property alongwith said building is transferred to the Society/Limited Company or other body.

## 16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, it shall not mortgage or create a charge non the Said Premises and if any such mortgage or charge is made or created then

RAWJITSAMANTA Supriya Samanta notwithstanding anything contained in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the time being in force, such mortilated in any other law for the purchaser/s who has taken or a such mortilated in any other law for the purchaser in the such as a such mortilated in any other law for the purchaser in the such mortilated in t notwithstanding anything contained in any or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to charge shall not affect the right and interest of the Purchaser of the Pur take such Said Premises.

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BINDING this Agreement to the Purchaser/s by the Promoter does not create, binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s binding obligation on the part of the binding obligation on the part of this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers this Agreement with all the schedules along with the payments due and signs and delivers the schedules along th signs and delivers are stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the same before the stipulated in the raymout stipulated in the SUB REREQUERAR as and when intimated by the Promoter. If the Purchaser/s(s) fails to execute and substitute and substitute promoter this Agreement within 30 (thirty) days from the date of its deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimals by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be THA returned to the Purchaser/s without any interest or compensation whatsoever.

#### **ENTIRE AGREEMENT** 18.

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences arrangements whether written or oral, if any, between the Parties in regard to the Said Premises, as the case may be.

#### RIGHT TO AMEND 19.

This Agreement may only be amended through written consent of the Parties.

### PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERIS SUBSEQUENT PURCHASER/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Sad Project shall equally be applicable to and enforceable against any subsequent Purchaserisd the Said Premises, in case of a transfer, as the said obligations go along with the Said Premises for all intents and purposes.

#### 21. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceation. under the Act or the Rules and Regulations made thereunder or under other applicable and such provisions of the su such provisions of the Agreement shall be deemed amended or deleted in so far reasonably inconsistent. reasonably inconsistent with the purpose of this Agreement and to the extent necessary conform to Act or the Pulsary conform to Act or the Rules and Regulations made thereunder or the applicable law and the case may be, and the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable of the control of the same of the control of the same of the control of the c enforceable as applicable at the time of execution of this Agreement.

RANTIT-SAMANTA Supriya Samanta

### METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchasers in the Said Project, the same shall be in proportion to the carpet area of the Said Premises to the total carpet area of all the Said Premises in the Said Project.

#### **FURTHER ASSURANCES** 23.

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

#### 24. PLACE OF EXECUTION

The execution of this Agreement shall be complete on upon its executionary Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Rurchaserts in after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Diva, Thane.

- The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- That all notices to be served on the Purchaser/s and the Promoter as contemplated by 26. this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

### Purchaser/s:

### MR. RANJIT B. SAMANTA and SUPRIYA SAMANTA MAITI

Address : Sant krupa Bldg, B V	Ving, 602, Diva Shil Road,	Diva east, thane 400612.
Notified Email ID:	•	

### Promoter:

M/s. SAI SHRUSHTI ENTERPRISES,

Address: Shop No.6, E-Wing, Subhadra Anant Complex,

Opp. Sachin Niwas, Diva Shil Road, Diva (E),

Taluka and District Thane - 400 612

Notified Email ID: Saishrushtienterprises@gmail.com

It shall be the duty of the Purchaser/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address

RANTITSAMANTA

shall be deemed to have been received by the Promoter or the Purchaser/s, as the  $case_{h_{b_i}}$ be.

7 27. Joint Purchasers That in case there are Joint Purchasers all communications shall be sent by Promoter to the Purchaser/s whose name appears first and at the address given Promoter to the pruicing on all intents and purposes to consider as properly served on all him/her/them which shall for all intents and purposes to consider as properly served on all his urchasers

## Stamp Duty and Registration The charges towards stamp duty and Registration of this Agreement shall be borne by

GIS Purchaser/s. Dispute Resolution Any dispute between parties shall be settled amicably. In case of failure to settled the aspute anticaply, which shall be referred to the Authority as per the provisions of the Real state (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

THANE **GOVERNING LAW** 30.

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Thane courts will have the jurisdiction for this Agreement.

### FIRST SCHEDULE ABOVE REFERRED TO: (SAID PROPERTY)

ALL THE PIECE AND PARCEL OF LAND admeasuring 1030 sq. mtrs. out of total larger property admeasuring 9660 sq. mtrs., bearing Survey No.136, Hissa No.1, situate, lying and being at Revenue Village Davale, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of the Municipal Corporation of the City of Thane.

## SECOND SCHEDULE ABOVE REFERRED TO:

(SAID PREMISES)

ALL THAT premises bearing a Flat No. 407 of carpet area admeasuring 30.66 sq. mlf. alongwith enclosed area admeasuring 3.04 sq. mtrs. carpet area, totally admeasuring 3.04 sq. mtrs. carpet area, totally admeasuring 3.04 sq. mtrs. sq. mtrs. carpet area on 4<sup>th</sup> Floor in the housing complex to be known as SHRUSHTI SAPPHIRE" under construction on the Said Property more particulary described in the First Schedule written hereinabove.

RANSIT-SAMANTA Supriya Samanta

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED by the

withinnamed the "PROMOTER"

M/s. SAI SHRUSHTI ENTERPRISES,

Through its Authorised Partners,

MR. MAHAVIR PRAVINKUMAR MEHTA

in the presence of ... ... ... ...

1. NIRMALSAMATA

2.

SIGNED AND DELIVERED by the

with named the "PURCHASER/S"

RAWTIT-SAMAWTA

1) MR. RANJIT B. SAMANTA

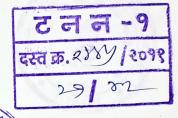
Supri ya Samanta 2) SUPRIYA SAMANTA MAITI

in the presence of ... ... ... ...

1. HIRMALSAMATA

2.









### RECEIPT

टनाः १-१ RECEIVED of and from the withinnamed the PURCHASER/S a sum of Rs. 60,000 RECEIVED of and from the within the amount of part consideration to be paid (Rupees Sixty Thousand only) being the amount of part consideration to be paid us as per these presents in the following manner:-

by him/	her/them to us a		The second of the second	
Sr.	Rupees	*Cheque No.	Dated	Drawn on
1.	51,000/-	906333	03/12/2018	GREATER BANK
2.	9,000/-	906334	07/02/2019	GREATER BANK

\*Subject to realization of cheque



WE SAY RECEIVED Rs. 60,000/-For M/s. Sai Shrushti Enterprises

(PROMOTER)

WITNESSES

1. NIRMALSAMATA

नमाणित करण्यात येते की, सदर दस्सऐवजास जोडलेली पूरक कागदपत्रे ही अस्सल व खरी आहेत. तथापि खोटी/ बनावट आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये होणाऱ्या कारवाईस आम्ही व्यक्तीस जबाबदार सदू.

RANJITSAMANTABORO :- 810)

विलेले मही, असे इमीपत्र देश आहे

### ANNEXTURE 'G'

### **LIST OF AMMENITIES**

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### LIVING ROOM -

- A. French window & Anodized Aluminium Slidings with Granite frame of marble.
- B. 2 x 2 vitrified tiles in all room, wall finished with Putty & Acrylic Paints in all Flats.
- C. T.V. point, Telephone point & Cable, Net point in Living room & Bedroom
- D. Electrical Anchor Branded accessories in all rooms.
- E. Designed wooden main door with sunmica finish.
- F. Intercom facility.

### KITCHEN -

- A. French window & Anodized Aluminium Slidings.
- B. Kitchen Platform with Granite & Sink with ISI mark.
- C. 15 x 12 full height Glazed tiles.
- D. Fridge point, Mixer Point.

### W/C - BATH -

- A. Granite frame door.
- B. Full tiles (15 x 12).
- C. Concealed Plumbing with good quality.
- D. Gezer point, Washing Machine point.

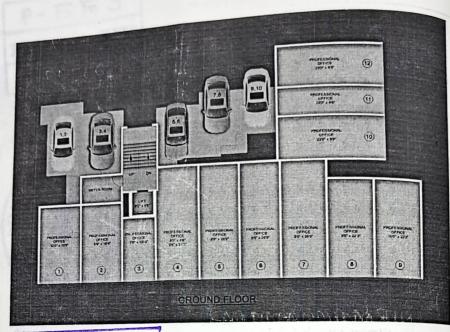
### BED ROOM -

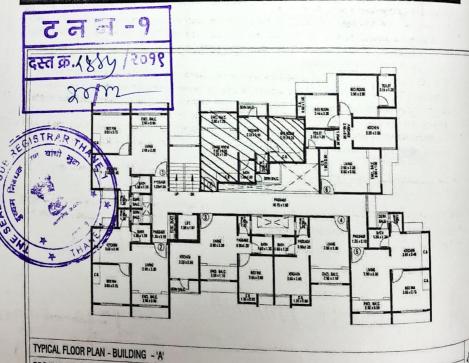
- A. French window.
- B. A/C point.
- C. Wooden door with cenmica

al

RAWJITSAMANTA

Suprifa Samanta





PROJECT DETAILS : PROPOSED SUB PLOT - 'D' ON PLOT BEARING S.NO. 136/1(P) AT VILLAGE: - DAWALE, DISTRICT : -THANK

Building Nome- Sai Shrushti Sapphine 41 at 0 NO - 407

Area - 30.66 sanota / Enclosed Balcony - 3.045

Total Area - 33.7 Somtr.

RANTITSAMANTA

Supriya Samanta



## Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

24/22

This registration is granted under section 5 of the Act to the following project under project registration number P51700017148

Project: SAI SHRUSHTI SAPPHIR Plot Bearing / CTS / Survey / Final Plot No.:136/1/

- 1. Sai Shrushti Enterprises having its registered office / principal place of business at Tensil Thane, District: Thane, Pin: 400612.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashitta Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
    maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
    as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The Registration shall be valid for a period commencing from 17/07/2018 and ending with 31/12/2020 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vaşant Premanand Prabhu
(Secretary, MahaRERA)
Date:7/11/2018 5:13:29 PM

Dated: 17/07/2018
Place: Mumbai

Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority N. R. Mahajan

ADVOCATE HIGH COURT

Ref.: NRM/2018/2

R. P. A. D./U. P. C./HAND

Office: 401, Thane Vastushilpa, Opp. Awaz Radio, Edulji Road, Charal, Thane (W) 400 601. Tel.: 022 2539 5678

Mob.: 9820831444 Email: mahajan\_ninad@yahoo.co.

Date : 2 5 JAN 2018

## CERTIFICATE OF TITLE



The immovable property situated at Village Davale, Talathi Saja Shil, Taluka & District Thane and within the limits of Thane Municipal Corporation, having following description:

Survey	Type of Land	Area H. – R. – P.	Assessment Rs Ps.
No.	Kharaba	0 - 91 - 5	700
136/1	Pot-Kharaba	0 - 05 - 1	15 - 22
	10012101	0 - 96 - 6	

i.e. totally admeasuring 9660 sq. mtrs. (hereinafter referred to as the "SAID LARGER PROPERTY").

Land admeasuring 1030 sq. mtrs. out of the Said Larger Property (hereinaster referred to as the "SAID PROPERTY").

MRS. ANJANA DAGDU ALIMKAR

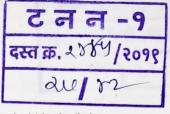
Owner

To

M/S. SAI SHRUSHTI ENTERPRISES .... Developer
TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CONFIRM THAT I have investigated the title of the Owner to the Said Property and on the basis of Search taken with the office of the Sub-Registrar of Assurances, Thane; Public Advertisement dated 5th October 2017 in daily news-paper "Thane Vaibhav"; perusal of Revenue Records and documents submitted and clarifications given, I have observed as under:

 Previously, one Mr. Bala Ambo Mhatre was the owner, seized and possessed of and/or otherwise well and sufficiently entitled to the immovable property being land admeasuring 9660 sq. mtrs., bearing Survey No.136,



Hissa No.1 of Village Davale, Taluka and District Thane and within the limits of Thane Municipal Corporation i.e. Said Larger Property.

- 2. After sad demise of said Mr. Bala Ambo Mhatre, as per Hindu Succession Act, his Grand-son Mr. Narayan Kachru Mhatre became the owner of the Said Larger Property alongwith other properties and said ownership is REGIS recorded as per Mutation Entry No.290.
- 3. Said Mr. Narayan Kachru Mhatre had obtained loan of Rs. 1, 106/from Padale Seva Sahakari Society Ltd., by mortgaging Said Larger in operty
  alongwith his other properties, which is recorded as per Mutation Entry
  No.864. On the basis of letter dated 21st January 1986 issued by said Padale
  Seva Sahakari Society Ltd., said claim of Rs. 11,400/- on Said Larger Property
  alongwith other properties was removed under Mutation Entry No.999.
- 4. Again, said Mr. Narayan Kachru Mhatre had obtained loan of Rs.15,000/- from Davale Co-operative Society Ltd., by mortgaging Said Larger Property alongwith his other properties, which is recorded as per Mutation Entry No.1123. On the basis of Certificate issued by said Davale Co-operative Society Ltd., said claim of Rs.15,000/- on Said Larger Property alongwith other properties was removed under Mutation Entry No.1188.
- 5. After the sad demise of said Mr. Narayan Kachru Mhatre on 10th May 1995, leaving behind his widow Smt. Draupadi, 3 sons namely Mr. Gowardhan, Mr. Vishnu, Mr. Suresh (died) and 3 daughters namely Mrs. Anjana Dagdu Alimkar, Miss Ranjan, Miss Vasanti as his legal heirs, under Hindu Succession Law in which he was governed before his death and they became the owners of the Said Larger Property alongwith other properties as per Mutation Entry No.1187.
- 6. By and under Deed of Release dated 15th December 2008 which was duly registered in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN-1/6736/2008, said Miss Ranjan, Miss Vasanti have been relinquished/released their undivided right without any consideration in the

Said Larger Property alongwith other properties in favour of their mother Smt. Draupadi and brothers namely said Mr. Gowardhan and Mr. Vishnu. Under the same Deed of Release dated 15th December 2008, withholding right of the said larger Property, said Mrs. Anjana Dagdu Alimkar had also relinquished/released her undivided right without any consideration in the remaining part of the Said Larger Property alongwith other properties, in favour of their mother Smt. Draupadi and brothers namely said Mr. Gowardhan and Mr. Vishnu. The order of said Deed of Release dated 15th December 2008 was recorded under Mutation Entry No.1465.

- 7. Meanwhile said Mr. Gowardhan Narayan Mhatre had personally obtained loan of Rs.80,000/- from Davale Co-operative Society Ltd., by mortgaging Said Larger Property alongwith his other properties, which is recorded as per Mutation Entry No.1123 and reflected in the Other Right Column of 7/12 extract of the Said Larger Property.
- 8. On 18th November 2016, wife of late Mr. Narayan Kachru Mhatre i.e. Smt. Draupadi Narayan Mhatre was died leaving behind 3 sons namely Mr. Gowardhan, Mr. Vishnu, Mr. Suresh (died) and 3 daughters namely Mrs. Anjana Dagdu Alimkar, Miss Ranjan, Miss Vasanti, which was recorded under Mutation Entry No.2251.
- 9. By and under Gift Deed dated 16th August 2017 which was duly registered in the Office of Sub-Registrar of Assurances, Thane at Serial No.TNN-12/2379/2017, said Mr. Gowardhan and Mr. Vishnu have been jointly gifted claim-free land admeasuring 100 sq. mtrs. out of Said Larger Property to their sister Mrs. Anjana Dagdu Alimkar i.e. Owner herein, out of love and affection and without consideration. And thus, Owner herein became the absolute owner of undivided and claim-free land totally admeasuring 1030 sq. mtrs. i.e. Said Property out of the Said Larger Property, but as of now no separate 7/12 extract of Said Property is to be formed in the name of Mrs. Anjana Dagdu Alimkar i.e. Owner herein.

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10. By and under registered Development Agreement dated 15th January 227 Assurances at Thane at Serial No.TNN-1/744/2018 read with Power of the Sub-Registrar of Assurances at Thane at Serial No.TNN-1/744/2018 read with Power of the Sub-Registrar of Assurances at Thane at Serial No.TNN-1/745/2018, Owner had granted the Development Rights in respect of Said Property out of the Said Larger Property to and in favour of one M/s. Sai Shrushti Enterprises and conditions contained therein and, in part performance thereof, has placed as aid M/s. Sai Shrushti Enterprises in exclusive physical possession thereof.

- 11. IN VIEW OF THE ABOVE, IN MY OPINION -
- a) The title of the Owner to the Said Property, is clear, marketable and reasonable doubts.
- Other Rights Column of 7/12 extract of Said Larger Property remains on land admeasuring 8630 sq. mtrs. out of Said Larger Property and other properties which are own by said Mr. Gowardhan and Mr. Vishnu, who had obtained loan from said Bank.
- of Attorney, the Developer M/s. Sai Shrushti Enterprises is entitled to carry out the development of the Said Property as per plans to be sanctioned or its further amendments as may be permitted by Thane Municipal Corporation and to sell the flats and premises therein to the prospective buyers on what is commonly known as "co-ownership" basis.

Thane, dated on this 25th day of January 2018.

(N. R. MAHAJAN) Advocate



गाव नमुना सात

गाव:- डावते गटक्रमांक व भुधारणा उपविभाग	अपि महसून अधिकार अभितेख उ यातीत तातुका :- ठाणे पढती भोगवटट	गाव ननुगा स्वाह्म तिकार अभितेख पत्रक तिनि नॉदवहया ( तया नियम २, ५, ६ आणि जिल्हा :- ठा तिराचे नाव		तीत ठेवणे ) नियम, १९७१ दिनांक:- 03/11/2017 पर्यंत अद्याव
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गाव नमुना बारा अधिकार अभितेख पत्रक

(290).(818).(864).(999).(1123).(1188).(1465).(2203)

दिनांक:- 03/11/2017 पर्यंत अदयावत

सीमा आणि भ्मापन विन्हे

(महाराष्ट्र जमीन महसूत अधिकार अभितेख आणि नींदवहया (तयार करणे व सुस्थितीत ठेवणे ) नियम,१९७१ यातील नियम २९) गावः डावेते तानुकाः ठाणे जिल्हाः ठाणे

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1/19/2018

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नावः डावत	आणि मीदवर्षा (तथार करणे व सदिकार	(Continue 03/11/2007 males
क्रमाक	आजि भीडवर या (तथार करणे व मुस्सित तानुकाः ठाणे प्रकासानीत भेत्रमा तथाति प्रकासानीत भेत्र प्रकासानीत भेत्र	जिन्नाः हर्षाः वातील निवनः स्र
वर्ष हंगाम जत अजा सिचित तिचि 2016-17 खरीप	त नाव सिवित किया विकास	भीव नाजवीताती जन गैरा उपतब्ध नमजेती
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1 9 JAN 2018



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गाव नमुना सात

अहवाल दिनांक: 07/12/2018

अधिकार अभिलेख पत्रक अधिकार आश्रते पत्रक (महाराष्ट्र अमीन महसूत अधिकार अभितेख आणि नोंदवहया (तयार करणे व सुस्यितीत वेवणे) नियम, १९७१ यातीत नियम ३, ५, ६ आणि ७)

तालुका :- ठाणे

जिल्हा :- ठाणे

शेवटचा फेरफार क्रमांक: 2443 व दिनांक: 07/12/2018

गट क्रमांक व उपविभाग: 136/1/फ

ट क्रमांक व भुधारणा पढती उपविभाग १३६५क भोगवटादार वर्ग	भोगवटदाराचे नांव	
REGIO-1	क्षेत्र आकारआणे पै पो.ख. फे.फा	खाते क्रमांक
त्र एकक आर.ची आजैना दगडु अति वेन शेतीता 0.30.00 वेन शेतीता 1.66 कारणी जिरायता वेरकस इतर	मकर 9.70.001.56 0.60.00(2443	940 कुळाचे नाव इतर अधिकार
पोटखराब (लागवडीस अयोग्य) वर्ग (अ) - वर्ग (ब) - एकुण पो 0.00.00 ख 		
(290) (818)	(864),(999),(1123),(1187),(1188),(1464),(1465 ),(2296),(2350),(2416)	हैं), सीमा आणि भुमापन चिन

### गाव नमुना बारा

पिकांची नोंदवही

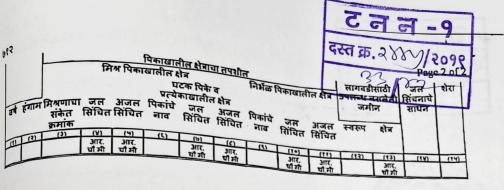
ापकाया नादवहा (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया ( तयार करणे व सुस्थितीत ठेवणे ) नियम,१९७१ यातील नियम <sup>२९)</sup> शेवटचा फेरफार क्रमांक : 2443 व दिनांक 07/12/2018 जिल्हा :- ठाणे गाव :- डावले तालुका :- ठाणे

गट क्रमांक व उपविभाग : 136/1/फ

http://10.195.33.67/eferfar2beta/PgHtml712.aspx

07/12/2018

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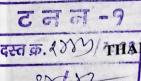
A STATE OF THE PARTY OF THE PAR

07/12/2018

Yours faithfully,

Municipal Corporation of

the city of, Thane.



Office No. Office Stamp

Date -

Issued



# दस्त क. १४४५/ THANE MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)
SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CERTIFICATE सर्व प्लाट अ, वी, सी, डी

सव प्लॉट "डी" - इमारत क . ओ = स्टिल्ट (पार्ट) + तळ (पार्ट) + ४ मजले करीता .

साई सृप्टी इटरप्रायझेस तर्फ श्री . अनिल भगत, श्री . महावीर मेहता

श्री गोवर्धन नारायण म्हात्रे आणि २ इतर (Owners)

Smt. जोशी देशावरे ॲन्ड असो

पुस ११/0१८0/१८ TMC / TDD/2715 (18 Date : 22/06/18 Smt. जोशी देशाबरे ऑन्ड आसी (Architect)

THA	NE permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra
5	Regional and Town Planning Act, 1966 to carry out developement work and or to erect building No. <u>वरील प्रमाण</u> in village <u>डावले</u> Sector No. <u>११</u> Situated
	at Road/Street — ४५-00 मी ही -मी रोड S. No./C.S.1. No./ F. P. No १३६/१
	The development permission / the commencement certificate is granted subject to the following conditions.
	1) The land vacated in consequence of the enforcement of the set back line shall form Part of
	<ol> <li>the public street.</li> <li>No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.</li> <li>The development permission / Commencement Certificate shall remain valid for a period of one year Commenceing from the date of its issue.</li> <li>This permission does not entitle you to develop the land which does not vest in you.</li> </ol>
	५) सी . एन पुर्वी मोकळया जागेचा कर भरणे आवश्यक .
5	६) सी .एन पुर्वी प्रस्तावाधीन भुखंडाच्या दर्शनी वाजुस नियमानुसार सविस्तर माहिती फलक लावणे आवश्यक व अंतिम वापर परवान्यापर्यत कायम ठेवणे आवश्यक
	७) सी . एन पुर्वी उपविभागणीनुसार TILR नकाशा व ७/१२ उतारा दाखल करणे आवश्यक .
	८) जोत्यापूर्वी रस्त्याखालील क्षेत्राचा टा म पा चे नावे केलेला स्वतंत्र ७/१२ उतारा सादर करणे आवश्यक
	९) जोत्यापूर्वी भुखंडाच्या सपुंर्ण TILR विभागकडील मोजणी नकाशानुसार कुपंणभित वांधणे आवश्यक
	१०) जोत्वापुर्वी व वापर परवान्यापुर्वी आर सी सी तज्ञांचे स्टॅविलीटी प्रमाणपत्र सादर करणे आवश्यक राहील
	WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966

ट न न - 9 दस्त क. २४४५/२०१९

११) यु.एल.सी. वावत सादर केलेले शपथपत्र/वंधपत्र जिमन मालक/विकासक बांच्यावर वंधनकार्ज राहील

१२) भुखंडाचे मालकीवावत व हद्दीवाावत / रस्त्यावावत कोणताही वाद निर्माण झाल्यास त्याचे निवारण करणेची जवावदारी मालक /विकासक यांची राहील . त्यास ठाणे महानगरपालिका जवावदार राहणार नाही .

१३) वापर परवान्यापुर्वी उद्वाहन यंत्रावावतचे परवाना अनुज्ञानी व प्रमाणपत्र सादर करणे आवश्यक राहील

१४) वापर परवान्यापुर्वी वृक्ष, पाणी व ड्रेनेज विभागाकडील नाहरकत प्रमाणपत्र दाखले सादर कृरणे आवश्यक

१५) वापर परवान्यापुर्वी पाणी गरम करणेकरीता सौर ऊर्जेवरील यंत्रणा वसविणे आवश्यक्र

१६) वापर परवान्यापुर्वी जल संचय व जल संधारण वावतची तरतुद वसविणे आवश्यक प्राचील १७) वापरपरवान्यापुर्वी तळ मजल्यावर सर्व सदनिकांकरीता पत्र पेटया वसविणे आवश्यक्री

१८) वापरपरवान्यापुर्वी इमारतीच्या सभोवताली व समोरील वाजुस C.C. TV यंत्रणा वसविणे आवश्यक

१९) १० पेक्षा जास्त स्त्री कामगार असल्यास विकासक यांनी स्वखर्चाने पाळणाघराची सोय करेंगे

२०) वापर परवान्यापुर्वी प्रस्तावीत भुखंडावरील इमारतीकरीता Organic Waste Disposal ची मुविधा करण

२१) वांधकामासाठी पाणी पुरवठा करण्यात येणार नाही . फक्त पिण्यासाठी पाणी उपलब्धतेनुसार पुरवविण्यात

२२) वेळोवेळी नियमानुसार आवश्यक शुल्कांचा भरणा करणे आवश्यक आहे.



Copy To,

1) Dy. Municipal Commissioner - Zone

2) E.E. (Encroachments)

3) TILR for necessary correction in record of Land is affected by Road Widening / reservation.

शहर बिकास विभाग ठाणे महानगरपालिका, ठाणे .

### सावधान

'मंजूर बटाशानुसार बांधकान न करणें तसेन विद्यास विद्यारण जितनायलीलुसार आवश्यक त्या परवाज्ञान में सेशा बांधकाम बापर करती, माजराष, अराज के किया है जिस है जार रहाता अधिक कार्य के स्थान कर क्षिण हो। व अञ्चलक दालकात पुरस् आहे. १०० मार्थ भारतीय कारत र दर्व देश के अध्यान के रोज राकती,"



## MUNICIPAL CORPORATION, THANE

(Registration No. 3 & 24)
SANCTION OF DEVELOPMENT
COMMENCEMENT CERTIFICATE सव प्लॉट "डी" - इमारत क . अ = स्टिल्ट (पार्ट) + तळ (पार्ट) + ७ मजले करीता . सुधारीत

6	SUB REG/S  V. P. No.  To Shri / Smt.  प्रेम ११/0१८०/१८  TMC / TDD /2 9 50/19  Date: 14/01/26  (Architect)  र इतर	019
No.	V. P. No. अपना अपना विशावि अन्ड असी (Architect)	
AMP	भा गांवधन नारायण म्हात्र आणि र इतर अप्रकार	
*	कार्यके अवसे भारत, श्री गरावीर गेहता	
1	With reference to your application No. ७१३३ dated 0६/0९/२०१८ for development	
1	Regional and Town Planning Act, 1966 to carry out development work and or to erect	
	building No. <u>वरील प्रभाण</u> in village <u>डावले</u> Sector No. <u>११</u> Situated	

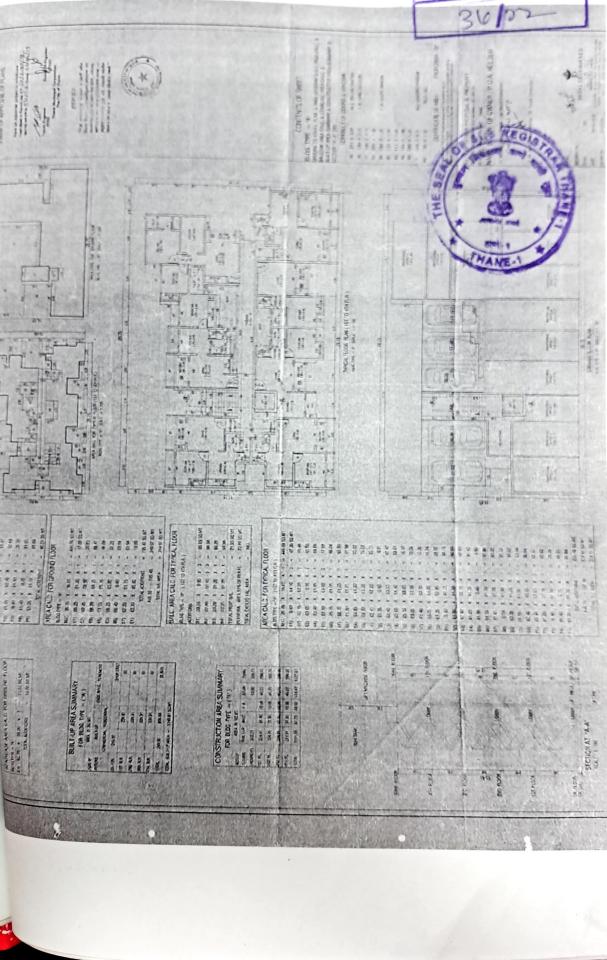
The development permission / the commencement certificate is granted subject to the following

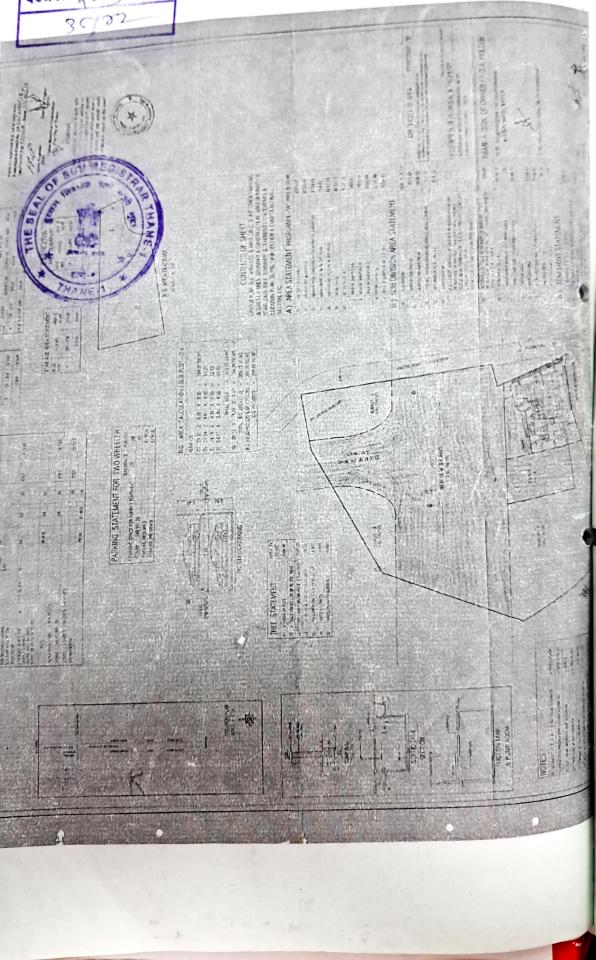
- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commenceing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) परवानगी सी .सी TMC/TDD/2715/18 दिनांक २२/०६/२०१८ मधील संवधीत अटी वंधनकारक राहतील.

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT. 1966



शहर विकास विभाग Municipal Corporation of the city of, Thane.





आयकर विमाग भारत सरकार INCOMETAX DEPARTMENT GOVT. OF INDIA 03 क्याची लेखा सल्या जाहे. manent Account Number ( BJPPS6105R NIRMAL SAMANTA NANDA DULAL INDRA SAMANTA SHELLINGE

NIRMALSAMATARION

ट न न - 9 दस्त क्रश्रेष्ठभू २०१९

supriya Samanka





भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड manent Account Number Car FCRPM5610L

RIYA SAMANTA MAITI

位的



PAMITSAMANTA

आयकर विमाग





22/03/1979 Permanent Account Number

CYIPS46040

Signature





आयकर विभाग INCOME TAX DEPARTMENT SAI SHRUSHTI ENTERPRISES भारत सरकार GOVT. OF INDIA

29/04/2013 Permanent Account Numb? ACKFS0306D

COME TAX DEPARTMENT AMAR VILAS PATIL





73/2445 बुधवार,13 फेब्रुवारी 2019 4:28 म.नं.

दस्त गोषवारा भाग-1

टनन1 ४० ४ *८* दस्त क्रमांक: 2445/2019

दस्त क्रमांक: टनन1 /2445/2019

बाजार मुल्य: रु. 17,63,184/-

मोबदला: रु. 25,60,000/-

भरलेले मुद्रांक शुल्क: रु.1,53,600/-

दु. नि. सह. दु. नि. टनन1 यांचे कार्यालयात अ. क्रं. 2445 वर दि.13-02-2019 रोजी 4:28 म.नं. वा. हजर केला.

पावती:3183 पावती दिनांक: 13/02/2019 सादरकरणाराचे नाव: रंजीत बी. सामंता .

नोंदणी फी

रु. 25600.00

दस्त हाताळणी फी पृष्टांची संख्या: 42

₹. 840.00

RANJITSAMNTA

दस्त हजर करणाऱ्याची सही:

एकुण: 26440.00

Sub Registrar Thane 1

Sub Registrar Thane 1

दस्ताचा प्रक्रार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 13 / 02 / 2019 04 : 28 : 34 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 13 / 02 / 2019 04 : 29 : 30 PM ची वेळ: (फी)





13/02/2019 6 11:02 PM

दस्त गोषवारा भाग-2

लिहून देणार

लिहून घेणार

स्वाक्षरी:-

वय:-39

स्वाक्षरी:-

टनन1 दस्त क्रमांक:2445/2019

दस्त क्रमांक :टनन1/2445/2019

दस्ताचा प्रकार :-करारनामा

अनुक्र. पक्षकाराचे नाव व पत्ता

> 1 नाव:मे. साई सृष्टी एन्टरप्रायजेस तर्फे भागिदार महावीर प्रवीणकुमार मेहता. पत्ता:प्लॉट नं: शॉप नं. 6, ई - बिंग, माळा नं: , इमारतीचे नाव: सुभद्रा अनंत कॉम्प्लेक्स, ब्लॉक नं: सचिन निवास समोर, रोड नं: दिवा शिळ रोड, दिवा पूर्व, जि. ठाणे, महाराष्ट्र, ठाणे. पॅन नंबर:ACKFS0306D

नाव:रंजीत बी. सामंता . पत्ता:प्लॉट नं: फ्लॅट नं. 602, माळा नं: सहावा मजला, वय :-39 बी - विंग, इमारतीचे नाव: संत कृपा बिल्डींग, ब्लॉक नं: दिवा शिळ रोड, रोड नं: दिवा पूर्व, ठाणे, महाराष्ट्र ठाणे.

3 नाव:सुप्रीया सामंता मैती. पत्ता:प्लॉट नं: फ्लॅट नं. 602, माळा नं: सहावा मजला, वय :-33 बी - विंग, इमारतीचे नाव: संत कृपा बिल्डींग, ब्लॉक नं: दिवा शिळ रोड, रोड नं: दिवा पूर्व, ठाणे, महाराष्ट्र, Supriya Samanta पॅन नंबर:FCRPM5610L

लिहन घेणार

पक्षकाराचा प्रकार छायाचित्र















वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:13 / 02 / 2019 04 : 55 : 17 PM

ओळख:-

1

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

अन् पक्षकाराचे नाव व पत्ता 豖.

वय·42

नाव:निर्मल सामंता.

इमारतीचे नाव: संत कृपा बिल्डींग, ब्लॉक नं: दिवा शिळ रोड,

MIAMALSAMATA पत्ता:फ्लॅट नं. 602, माळा नं: सहावा मजला, बी - विंग,

स्वाक्षरी



छायाचित्र









ृस्तक क्रमाकी.....

इस्त क्रमाक रेड्रिं ।२०१८ वर नोंदल श्रसूर त्यास एकूण करिया पाने आहेत



नाव:अमर पाटील. वय:26 पत्ता:चरई, ठाणे, पिन कोड:400601

रोड नं: दिवा पूर्व, ठाणे, पिन कोड:400612

शिक्का क्र.4 ची वेळ: 13 / 02 / 2019 04 : 56 : 13 PM

Thane 1 Sub Registr

EPayment Details SUB REGIS

**Epayment Number** MH011852572201819E

Defacement Number 50006603404201819

सह दूय्यम निबंधक व 1- र ठाणे १ 140€

2445 /2019

1. Verify Scanned Document for correctne

r Rights side) printout after scanning.

<sup>2.</sup> Get print immediately after registration. For feedba

us at feedback.isarita@gmail.com



13/02/2019

सूची क्र.2

दुय्यम निबंधक : दु.नि. ठाणे 1 दस्त क्रमांक: 2445/2019

नोदंणी: Regn:63m

गावाचे नाव: डावले

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

2560000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

1763184

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :सदनिका नं: 407, माळा नं: चौथा मजला, इमारतीचे नाव: साई सृष्टी सफायर, ब्लॉक नं: डावले,ता. व जि. ठाणे, इतर माहिती: सदनिकेचे क्षेत्र 30.66 चौ.मी. कारपेट व एन्क्लोज क्षेत्र 3.04 चौ.मी. कारपेट म्हणजेच एकूण क्षेत्रफळ 33.7 चौ.मी. कारपेट,झोन नं. 28/107 20अ( ( Survey Number : 136 ; HISSA NUMBER: 1:))

(5) क्षेत्रफळ

1) 33.7 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास.प्रतिवादिचे नाव व

1): नाव:-मे. साई सृष्टी एन्टरप्रायजेस तर्फे भागिदार महावीर प्रवीणकुमार मेहता . वय:-39; पत्ता:-प्लॉट नं: शॉप नं. 6, ई - विंग, माळा नं: , इमारतीचे नाव: सुभद्रा अनंत कॉम्प्लेक्स, ब्लॉक नं: सचिन निवास समोर, रोड नं: दिवा शिळ रोड, दिवा पूर्व, जि. ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ACKFS0306D

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-रंजीत बी. सामंता . वय:-39; पत्ता:-प्लॉट नं: फ्लॅट नं. 602, माळा नं: सहावा मजला, बी - विंग, इमारतीचे नाव: संत कृपा बिल्डींग, ब्लॉक नं: दिवा शिळ रोड, रोड नं: दिवा पूर्व, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-CYIPS4604Q 2): नाव:-सुप्रीया सामंता मैती . वय:-33; पत्ता:-प्लॉट नं: फ्लॅट नं. 602, माळा नं: सहावा

मजला, बी - विंग, इमारतीचे नाव: संत कृपा बिल्डींग, ब्लॉक नं: दिवा शिळ रोड, रोड नं: दिवा पूर्व, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-FCRPM5610L

(9) दस्तऐवज करुन दिल्याचा दिनांक

13/02/2019

(10)दस्त नोंदणी केल्याचा दिनांक

13/02/2019

(11)अनुक्रमांक,खंड व पृष्ठ

2445/2019

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

153600

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

महा कारणात्वा तपशील PHANE मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक दस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.