

514/6155

पावती

Original/Duplicate

Friday, June 08 ,2018

नोंदणी क्र. :39म

9:17 AM

Regn.:39M

पावती क्र.: 6613

दिनांक: 08/06/2018

गावाचे नाव: विलेपार्ले

दस्तऐवजाचा अनुक्रमांक: बदर18-6155-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: सुनील भालचंद्र लोंढे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1240.00

पृष्ठांची संख्या: 62

एकूण:

रु. 31240.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
9:06 AM हया वेळेस मिळेल.

Joint S.R./Andheri-7

बाजार मूल्य: रु.14553700 /-

मोबदला रु.11800000/-

भरलेले मुद्रांक शुल्क : रु. 727700/-

सह. दुय्यम निबंधक, अंधेरी क्र. ७
मुंबई शहर नगर विभाग

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002409483201819E दिनांक: 08/06/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1240/-

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....

Summary-2(दस्त गोषवारा भाग - २)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		08 June 2018,09:10:36 AM	
Valuation ID	2018060876		
बदरा18			
मूल्यांकनाचे वर्ष	2018		
जिल्हा	मुंबई(उपनगर)		
मूल्य विभाग	36-विलेपार्ले पूर्व (अंधेरी)		
उप मूल्य विभाग	36/183भागा: उत्तरेस गावाची हद्द, पूर्वेस द्रूतगती मार्ग, दक्षिणेस वॉर्ड सीमा व पश्चिमेस रेल्वे लाईन.		
सर्व्हे नंबर /न. भू. क्रमांक :	सि टी.एस नंबर#225		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.			
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने
108300	181900	228800	315900
			औदयोगिक 181900
			मोजमापनाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती			
बांधकाम क्षेत्र(Built Up)-	72.71चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्ष
उदववाहन सुविधा-	आहे	मजला -	5th floor To 10th floor
Sale Type -			
First Sale			
Sale/Resale of built up Property constructed after circular dt 02/01/2018			
मजला निहाय घट/वाढ		= 105% apply to rate=	Rs 190995/-
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		=((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)	
		=(((190995-108300) * (100 / 100))+108300)	
		=	
		Rs 190995/-	
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र	
		= 190995 * 72.71	
		= Rs 13887246.45/-	
E) बंदिस्त वाहन तळाचे क्षेत्र		13.94चौरस मीटर	
बंदिस्त वाहन तळाचे मूल्य		= 13.94 * (190995 * 25/100)	
		= Rs 665617.57/-	
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य +तळाघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य - बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी	
		= A + B + C + D + E + F + G + H + I	
		= 13887246.45 + 0 + 0 + 0 + 665617.575 + 0 + 0 + 0 + 0	
		=Rs.14552864.025/-	

Home Print



बदर-१८		
६९५५	१	६२
२०१८		

सह. दुय्यम निबंधक, अंधेरी क्र. ७



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन २०१८ - २०१९.

1. दस्तावा प्रकार :- करारनामा अनुच्छेद क्रमांक २५ (B)
2. सादरकर्त्याचे नाव :- सुनील लोडे सुजाता लोडे
3. तातुका :- मुकई / अधेरी / बोरीवली / कुली
4. गावाचे नाव :- विलेपार्ले (पुव)
5. नगरभूमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- २२५ A
6. मूल्य दरविभाग (झोन) :- ३६ उपविभाग १८३
7. मिळकतीचा प्रकार :- खुदा जमीन निवासी कार्यालय दुकान औद्योगिक
प्रति चौ मी. दर :- १,८१,९००/-
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ७२.७१ कॅम्पेट / बिल्ट अप चौ मीटर / फूड
9. कारपार्किंग :- १ गच्ची :- — पोटमाळा :- —
10. मजला क्रमांक :- ५ वा उदयाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- — घरात :- —
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चा
13. बाजारमुल्यदर नक्क्यातील मार्गदर्शक सुचना क्र. :- — ज्याच्या मदतला घट / वाढ
14. भाडेकरू व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :- —
2. नवीन इमारतीत दिलेले क्षेत्र :- —
3. भाड्याची रक्कम :- —
15. तिख अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :- —
निवासी/अनिवासी 2. अनामत रक्कम / आगावू भाडे :- —
3. कालावधी :- —
16. निर्धारित केलेले बाजारमूल्य :- १,४५,५३,७००/-
17. दस्तामध्ये दर्शविलेली मोबदला :- १,१८,००,०००/-
- $72.71 \times 1,81,900 + 5\% = 1,38,88,000/-$
- $13.94 \times 1,81,900 + 5\% \times 25\% = 06,65,700/-$
- १,४५,५३,७००/-
18. देय मुद्रांक शुल्क :- ७,२७,७००/- भरलेले मुद्रांक शुल्क :- ७,२७,७००/-
19. देय नोंदणी फी :- ३०,०००/-

लिपीक

बंदर-१८		
६९५५	२	६२
२०१८		

सह. दुय्यम निबंधक, अंधेरी क्र. ७

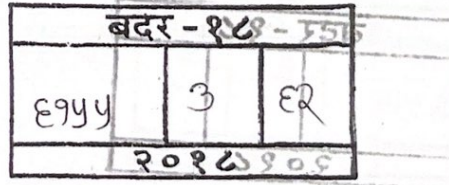


CHALLAN
MTR Form Number-6



GRN	MH002409483201819E	BARCODE			Date	06/06/2018-17:58:32	Form ID	25.2
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)						
		PAN No.(If Applicable)						
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7	Full Name	SUNIL BHALCHANDRA LONDHE AND SUJATA					
Location	MUMBAI		SUNIL LONDHE					
Year	2018-2019 One Time	Flat/Block No.	FLAT NO.502, 5TH FLOOR, SBI EMPLOYEES					
		Premises/Building	KANCHAN MRIG CHSL					
Account Head Details		Amount In Rs.						
0030045501	Stamp Duty	727700.00	Road/Street	JEEVAN VIKAS KENDRA MARG, KOLDONGARI				
0030063301	Registration Fee	30000.00	Area/Locality	ANDHERI E MUMBAI				
			Town/City/District					
			PIN	4 0 0 0 6 9				
			Remarks (If Any)	SecondPartyName=MS R R CONSTRUCTIONS-				
			Amount In	Seven Lakh Fifty Seven Thousand Seven Hundred Rupe				
Total		7,57,700.00	Words	es Only				
Payment Details		BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	02300042018060684787		565542943		
Cheque/DD No.		Bank Date	RBI Date	06/06/2018-17:59:21		Not Verified with RBI		
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9821319498
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

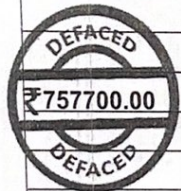




बदर-१८		
९५५	५	९२
२०१८		



GRN	MH002409483201819E	BARCODE			Date	06/06/2018-17:58:32	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)				
				PAN No. (If Applicable)				
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7			Full Name	SUNIL BHALCHANDRA LONDHE AND SUJATA SUNIL LONDHE			
Location	MUMBAI			Flat/Block No.	FLAT NO 902, 5TH FLOOR, 'SBI' EMPLOYEES KANCHAN MRIG CHSL			
Year	2018-2019 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	JEEVANIKAS KENDRA MARG, KOLDONGARI			
0030045501 Stamp Duty		727700.00		Area/Locality	ANDHERI E MUMBAI			
0030063301 Registration Fee		30000.00		Town/City/District				
				PIN	4 0 0 0 6 9			
				Remarks (If Any)	SecondPartyName=MS R R CONSTRUCTIONS-			
				Amount In	Seven Lakh Fifty Seven Thousand Seven Hundred Rupe			
				Words	es Only			
Total		7,57,700.00						
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA								
Cheque-DD Details				Bank CIN	Ref No.	02300042018060684787	565542943	
Cheque/DD No.				Bank Date	RBI Date	06/06/2018-17:59:21	Not Verified with RBI	
Name of Bank				BANK OF MAHARASHTRA				
Name of Branch				Scroll No. , Date	80607 , 07/06/2018			



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9821319498
सदर चलन केवल दय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासारी लागू आहे. नोंदणी न करावयाच्या दस्तासारी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-514-6155	0001347724201819	08/06/2018-08:57:20	IGR555	30000.00

Badke

Shandhe

06/06/2018-17:38:00
72770000
751770000

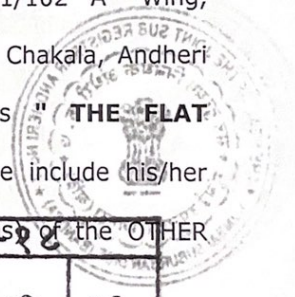
ARTICLES OF AGREEMENT

6
A
R.S.K.

THIS ARTICLE OF AGREEMENT made at MUMBAI this 08th day of June, 2018 BETWEEN **M/S R. R. CONSTRUCTIONS**, a registered partnership firm having its office at G-1, Pragati Co-Op. Housing Society Ltd., Paranjape "B" Scheme Road No.2, Vile Parle (E), Mumbai 400 057, hereinafter referred to as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their partner/s of the said firm for the time being survivor or survivors of them and heirs, executors and administrators of the last surviving partner) of the ONE PART

AND

MR. SUNIL BHALCHANDRA LONDHE AND MRS. SUJATA SUNIL LONDHE of Mumbai, Indian inhabitant, residing at 101/102 "A" Wing, Bhagwati Apartments, Dr. Charat Singh Colony Road, Chakala, Andheri (East), Mumbai 400093 hereinafter referred to as **" THE FLAT PURCHASERS "** (which expression shall unless it be include his/her heirs, executors, administrators and permitted assigns of the OTHER PART.



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WHEREAS:

(A) By an Indenture dated 29th September 1972 entered into between SMT. TARABAI TULSIDAS BHATIA as the "Vendor" therein, SHRI GANESH BALARAM VARTAK as the " CONFIRMING PARTY " therein and STATE BANK OF INDIA EMPLOYEES' KANCHAN MRIG CO-OPERATIVE HOUSING SOCIETY LIMITED as the "PURCHASERS" therein, the Vendors sold, conveyed, transferred and assured to the society all that piece and parcel of land situate, lying and being at S.No.41 Hissa No. 3 (part) admeasuring 1320 Sq. Yards equivalent to 1104 Sq. meters of Village Vile Parle Taluka Andheri within the Registration Sub-District of Andheri,

370752
3909



District Mumbai Suburban, within Greater Mumbai hereinafter be referred to as the "said property" and more particularly described in Schedule hereunder written.

(B) By a Development Agreement dated 11/04/2014 made and entered into between State Bank of India Employees 'KANCHAN MRIG Co-operative Housing Society Limited as the "Society" therein and M/s. R.R. Constructions as the "Developers" therein, the Society therein granted development rights in respect of the said property to the Developers therein on the terms and conditions and for the consideration mentioned therein. The said Development Agreement dated 11/04/2014 is duly registered with the office of Sub-Registrar of Assurances vide Serial No.BDR-9/2776/2014 dated 11/04/2014.

(C) It appears that pursuant to the said Development Agreement, the Society has also executed a Power of Attorney in favour of the Developers for development of the said property. The said Power of Attorney is duly registered under No.BDR-9/2777/2014 dated 11/04/2014.



(D) The said property is not excess vacant land under the provisions of urban land (ceiling and Regulations) Act.

(E) The Developer has entered into a standard agreement with the Architect registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of

बदर - १६	
६९५५	६२
२०१६	

Architect and whereas the DEVELOPERS has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the DEVELOPERS accepts the Architect and the Structural Engineer till the completion of the Building/s;

(F) The PURCHASERS have demanded from the Developers and the Developers has given inspection to the PURCHASERS of all the documents of title relating to the said Property, the Development agreement and the plans, designs and specifications prepared by the

R.R.

CE 4

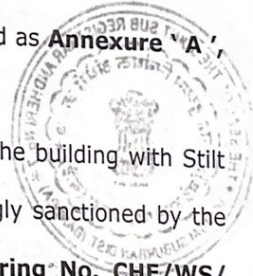
ter
Mumba
and more

Developer's Architect **Mr. AJIT KHATRI** and such other documents as specified under the Maharashtra Ownership Flats (Regulations of the promotion of construction, sale, Management and Transfer) Act, 1963 (hereinafter, referred to as "the said Act") and the rules made thereunder;

- (G) The copy of the certificate of title issued by the Advocate and any other relevant revenue record showing the nature of the title of the Society to the said property, the development rights granted to the Developers, the Flats/Offices that are to be constructed, and copies of the plans and specifications of the Flats / Offices agreed to be purchased by the PURCHASERS approved by the concerned local authority have been annexed hereto and marked as **Annexure 'A', 'B' and 'C'**.



The said Architects & Engineer have designed the building with Stilt and 11 upper floor and the plans are accordingly sanctioned by the M.C.G.M. **The IOD dated 19/12/2014 bearing No. CHE/WS/1339 /K/337(NEW)** photocopy where of is hereto annexed and marked as **Annexure "D"**.



- (I) The Developer has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said Building;

28-86		
६९५५	६	६२

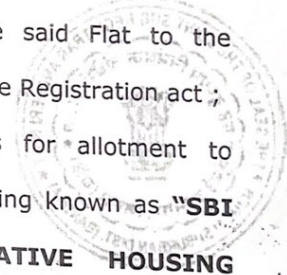
- (J) While sanctioning the said plans concerned to local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and the said building, upon due observances and performance of which, the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority;

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PSR *[Signature]*

payme.
acknowi/e

- (K) The Building shall always be known as **"SBI EMPLOYEES KANCHAN MRIG CO-OPERATIVE HOUSING SOCIETY LIMITED"**;
- (L) The Developers are entitled to and adjoined upon to construct the said new building on the said Property and sell the Flats. (All of which hereinafter for the sake of brevity and convenience referred to as Flat and reference to purchase in this agreement means PURCHASERS of such Flat in the said building);
- (M) The Developer has accordingly commenced construction of the said building in accordance with the said plan;
- (N) Under Section - 4 of the said Act the Developers is required to execute a written agreement for sale of the said Flat to the PURCHASERS and to register agreement under the Registration act ; PURCHASERS applied to the Developers for allotment to Purchase Flat No. 502 on 5th Floor of the Building known as **"SBI EMPLOYEES KANCHAN MRIG CO-OPERATIVE HOUSING SOCIETY LIMITED"** admeasuring 652 sq. ft. carpet area (inclusive of Balconies) to be constructed on the said land and more particularly shown on the plan Annexure ' C ' here to (hereinafter for the sake of brevity and convenience collectively referred to as the said Flat) situated at Jeevan Vikas Kendra Marg, Koldongari, Andheri (East), Mumbai- 400 069;



- (P) The Developers relying upon the said applications, declarations and agreement, agreed to sell to the Flat PURCHASERS the said Flat at Rs.1,18,00,000/- (Rupees One Crore Eighteen Lac Only) and on the terms and conditions hereinafter appearing;

बदर-१८		
९९५	१०	९२
२०१८		

- (Q) The Flat PURCHASERS have paid to the Developers a sum of Rs. 1,18,00,000/- (Rupees One Crore Eighteen Lac Only) being full payment of the sale price of the said Flat agreed to be sold by the Developers to the PURCHASERS as advance payment or deposit (the

S KANCHAN

payment and receipt whereof the Developer both hereby admit and acknowledge).

The Flat PURCHASERS is also allotted One stack/puzzle parking space.

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

- The Developers shall construct the said building consisting of stilt / ground and 11 upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the PURCHASERS with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.



Provided that the Developers shall have to obtain proper consent in writing from the PURCHASERS in respect of such variations or modifications which may adversely affect the Flat of the PURCHASERS.

बंद - 36		
९५५	११	६२

The PURCHASERS hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the PURCHASERS a Flat No.502 on the 5th floor of the Building known as "SBI EMPLOYEES KANCHAN MRIG CO-OPERATIVE HOUSING SOCIETY LIMITED' admeasuring 652 sq. feet. Carpet area (which is inclusive of area of balconies if any) to be constructed on the said plot as shown in the floor plan thereof hereto annexed and marked **Annexure 'C'** with amenities as described in **Annexure 'E'** (hereto for brevity's sake and collectively referred to as "The Flat") at or for the lum sum price of Rs.1,18,00,000/- (Rupees One Crore Eighteen Lac Only) plus taxes such as service tax, vat or any other Tax etc. as applicable from time to time. The PURCHASERS have paid a sum of

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Rs.1,18,00,000/- (Rupees One Crore Eighteen Lac Only) being payment towards the sale price (the payment and receipt Where the Developers, hereby admits and acknowledge).

2. The Developers hereby agree to observe and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the Flat to the PURCHASERS, have obtained from the concerned local authority occupation and/or completion certificate in respect of the Flat.
3. The Developers hereby declare that the Floor space Index available in respect of the said land has not been utilized by the Developers elsewhere for any purpose whatsoever disclosed by the Developers to the PURCHASERS. In case the said floor space index has been utilized by the Developers elsewhere, then the Developers shall furnish to the PURCHASERS all the detailed particulars in respect of such utilization of said floor space index by him. In case while developing the said land the Developers have utilized any floor space index of any other land or property by way of floating floor, space index then the particulars of such floor space index shall be disclosed by the Developers to the PURCHASERS.



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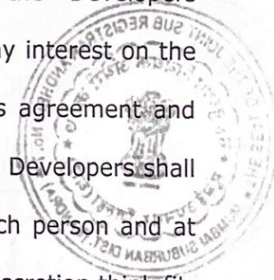
On the PURCHASERS committing default in payment on due date of any amount due and payable by the PURCHASERS to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASERS committing breach of any of the terms and conditions herein contained, the Developers shall be

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entitled at his own option to terminate this agreement. Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers shall have given to the PURCHASERS fifteen days prior notice in writing of his 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 and default shall have been made by the PURCHASERS in remedying such breach or breaches within a reasonable time after the giving of such notices; Provided further that upon termination of this agreement as aforesaid, the Developers shall refund to the PURCHASERS the installments of sale price of the Flat which may till then have been paid by the PURCHASERS to the Developers but the Developers shall not be liable to pay to the PURCHASERS any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the Flat to such person and at such price as the Developers may in his absolute discretion think fit.



5. The fixtures, fittings and amenities to be provided by the Developers in the said building and the Flat are those that are set out in **Annexure - E** annexed hereto.
6. The Developer shall give possession of the Flat to the PURCHASERS on balance payment. If the Developers fails or neglect to give possession of the Flat to the PURCHASERS on or before the above agreed date or any extended date agreed by and between the PURCHASERS and developers the PURCHASERS shall have the option of making time of essence of the contract in this respect by giving to the developers a notice in writing of their intention to do

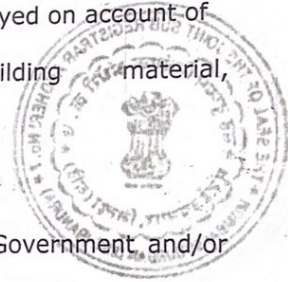
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so. In such an event, the developers within 30 days from the receipt of such notice, shall either remedy the default mentioned in such notice or shall refund to the PURCHASERS the amount of earnest money and other amounts if any, which have been received by the developers from the PURCHASERS/s under this agreement with simple interest thereon at the rate of nine percent per annum from the date of receipt of the respective amounts till repayment and thereupon neither party shall have any other claim against the other in respect of the said Flat under this agreement, Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building in which the Flat is to be situated is delayed on account of

- i. non-availability of steel, cement, other building material, water, electric supply;
- ii. war, civil commotion or act of God;
- iii. any notice, order, rule, notification of the Government and/or other public or competent authority.
- iv. Any change in rule and/or notification of the Government and/or any public or competent authority.



7. The PURCHASERS shall take possession of the Flat within 7 days of the Developers giving written notice to the PURCHASERS intimating that the said Flat are ready for use and occupation; Provided that if within a period of one year from the date of handing over the Flat to the PURCHASERS, the PURCHASERS bring to the notice of the Developers any defect of the Flat or the building in which the unit is situated or the material used therein or any unauthorized change in the construction of the building then, wherever possible such defects or unauthorized changes shall be rectified by the Developers at his own cost and in case it is not possible to rectify such

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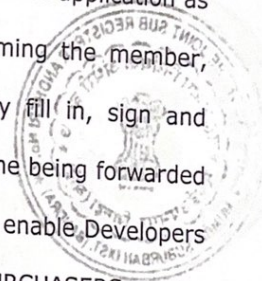
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defects or unauthorized changes, then, the PURCHASERS shall be entitled to receive from the Developers reasonable compensation for such defect or change

The PURCHASERS shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for the purpose of parking own vehicle.

8. The PURCHASERS along with other PURCHASERS of Flat in the building shall join the existing Society "SBI EMPLOYEES KANCHAN MRIG CO-OP. HSG. SOC. LTD" and further for the said purpose agree and undertake to sign and execute the application as may be necessary from time to time for becoming the member, including the bye-laws of the society and dully fill in, sign and return to the Developers within 7 days of the same being forwarded by the Developers to the PURCHASERS, so as to enable Developers to forward the same to society to admit the PURCHASERS as the member of the Society.



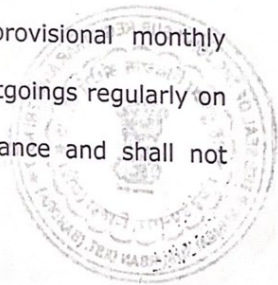
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9. Commencing a week after notice in writing is given by the Developers to the PURCHASERS that the Flat is ready for use and occupation, the PURCHASERS shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. The PURCHASERS shall pay to the Developers / Society such Proportionate share of outgoings as may be

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determined. The PURCHASERS further agrees that till PURCHASER'S share is so determined PURCHASERS shall pay to the Developers/Society provisional monthly contribution of Rs.6520/- (Rupees Six Thousand Five Hundred Twenty Only) per month towards the outgoings. The amounts so paid by the PURCHASERS to the Developers/ Society shall not carry any interest and remain with the Developers / Society till the PURCHASERS are admitted as the member of the **SBI EMPLOYEES KANCHAN MRIG CO-OP. HSG. SOC LTD.** In the event, the aforesaid deposits are made with Developers; the said deposit (less deductions provided for this Agreement) shall be paid over by the Developers to the Society. The PURCHASERS undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.



10. The PURCHASER'S or himself/ themselves with intention to bring all persons into whomsoever hands the Flat may come, doth hereby covenant with the Developers as follows:

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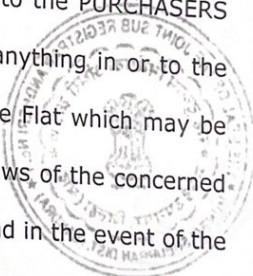
- (a) To maintain the Flat at PURCHASER'S own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulation or bye-laws of concerned local or any other authority to change / alter or make addition in or to the building in which the Flat is situated and the Unit is itself or any part thereof.
- (b) Not to store in the Flat any goods which are of hazardous, combustible dangerous in nature or are so heavy as to damage

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the construction or structure of the building in which the unit is situated to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.



(c) To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Developers to the PURCHASERS and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the PURCHASERS committing any act in contravention of the above provision, the PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



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(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is

situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC Partis or the structure of members in the Flat without the prior written permission of the Developers and/or the Society.

(e) Not to do or permit to be done any Act or thing which may render void or void able any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

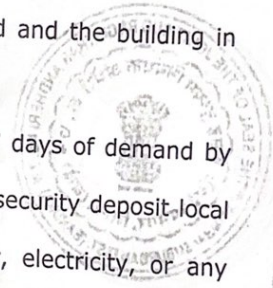
(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.

(g) Pay to the Developers / society, within 7 days of demand by the Developers/ Society, his/her share of security deposit-local authority or Government or giving water, electricity, or any other service connection to the building in which the Flat is situated.

(h) 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 on account of change of user of the Flat by the PURCHASERS viz. user for any purposes other than for residential purpose.

(i) The PURCHASERS shall not let, sub-let, transfer, assign or part with PURCHASER'S interest or benefit or part with the possession of the Flat without written consent of the Developers/society.

(j) The PURCHASERS observe and perform all the rules and regulations which the Society have adopted since its inception and the additions, alteration or amendments thereof that may



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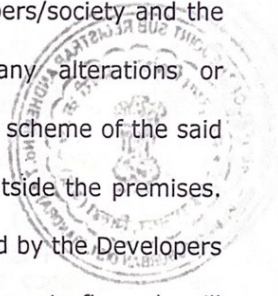
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be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and By-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) The PURCHASERS shall not close verandah or balconies without the sanction and permission of the Developers/society and the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said premises / building and / or put up grill outside the premises. The design of the grill shall also be approved by the Developers and when permission is granted by Developers to fix such grill then the specification shall be strictly followed in order to maintain homogeneity of exterior of the building;



11. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment of the said Plot and Building or any part thereof. The PURCHASERS shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, lobbies, staircases, terrace, recreation spaces etc. will remain the property of the Society as hereinbefore mentioned.

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12. Any delay tolerated, indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASERS by the Developers shall not be

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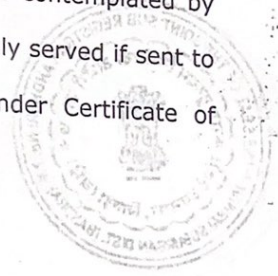
construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASERS nor shall be the same in any manner prejudice the rights of the Developers.

13. The PURCHASERS and/or the Developers 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, 1908 and the Developers will attend such office and admit execution thereof. Stamp duty and Registration Charges on this Agreement for sale shall be borne and paid by the PURCHASERS alone.



All notices to be served on the PURCHASERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASERS by Registered Post A.D./ Under Certificate of Posting at his/ her address specified below :-

101/102 "A" Wing, Bhagwati Apartments,
Dr. Charat Singh Colony Road, Chakala,
Andheri (East), Mumbai 400093.



15. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (MAH.Act.No.XV of 1971) and the rules made thereunder / said Act and the rules made thereunder.

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16. Without prejudice to the other rights and contentions of the Developers, (M/s. R. R. Constructions) and without waiver of any of the rights and contentions of the Developers, (M/s. R. R. Constructions) the Flat and / or Premises PURCHASERS agree to pay to the Developers (M/s. R. R. Constructions) the aforesaid installments within 15 days from the date of the demand by the

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Developers. Beyond 15 days, the PURCHASERS shall pay to the Developers interest @ 21 % per annum on the amount due and falling in arrears. However, the PURCHASERS agree that the demanded installment shall not be delayed for more than 30 days from its due date and if thereafter, still the installment is not paid, in that event the Developers (M/s. R. R. Constructions) shall have the absolute right to rescind this agreement.

17. The PURCHASERS has entered into this agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes etc. recited and referred to above and those contained herein.



Relying upon the said applications, declaration and agreements contained in this agreement by the PURCHASERS, the Developers (M/s. R. R. Constructions) agree to sell to the PURCHASERS, the said Flat at the price and on the terms and conditions herein appearing.

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19. The Developers hereby agree to observe perform and comply with or caused to be observed, performed and complied with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or hereafter and shall before handing over possession of the said premises to the PURCHASERS, obtain or cause to be obtained from the concerned local authority occupation certificate in respect of the said building. The Developers may obtain part occupation certificate for one or more premises or floor or floors as the Developers may deem fit.

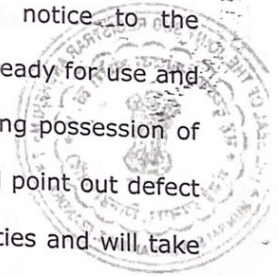
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20. The PURCHASERS has prior to the execution of this Agreement satisfied himself about the title to the said property. The PURCHASERS shall not be entitled to investigate the title of the said property any further and no requisition or objection shall be raised by the PURCHASERS in any manner relating thereto. The Property Register Card is annexed hereto and marked **Annexure - 'A'**. A copy of the certificate of title issued by Shri. T. S. Patwardhan, Advocate is hereby annexed and marked **Annexure - 'B'**. The Intimation of Disapproval (I.O.D) is annexed hereto and marked as **Annexure - 'D'**.



The PURCHASERS shall take possession of the premises within fifteen days of the Developers giving written notice to the PURCHASERS intimating that the said premises is ready for use and occupation and the PURCHASERS shall before taking possession of the said premises inspect the same thoroughly and point out defect if any in construction and / or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the PURCHASERS taking possession of the said premises he shall be deemed to have inspected the same thoroughly and found the same without defect in construction and /or amenities and facilities unless otherwise recorded in writing.



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22. The PURCHASERS shall use parking place allotted to him only for parking/keeping his own vehicle and for no other purpose. The servant toilet is used by servants only and not for any other purpose.

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23. The PURCHASERS shall on or before delivery of possession of the said premises pay to the Developers (M/s. R. R. Constructions) the following amounts : -

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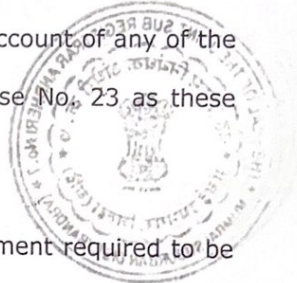
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Property. The Agreement is signed by the

- (i) **Rs.35,000/-** Being legal charges and expenses for preparing this document (Non Refundable);
- (ii) **Rs.100/-** For entrance fee of the Society (Non Refundable);
- (ii) **Rs.500/-** For share money application money of the Society (Non Refundable);
- (iii) **Rs.40,000/-** Towards expenses of electric meter and cable and water connection deposit (Non Refundable);
- (iv) **Rs.25000/-** towards admission fee payable to the society (Non Refundable);



The Developers shall not be liable to give any account of any of the amounts paid by the PURCHASERS under Clause No. 23 as these are paid towards expenses.



Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the land or building or otherwise the PURCHASERS on being called upon to do so by the Developers, pay to the Developers, his / her share thereof at or before or after taking possession of the said premises as may be required or demanded by the Developers it being specifically understood that only PURCHASERS and other acquirers of premises and / or society are liable to pay the same and Developers in no event or case are liable to pay the same.

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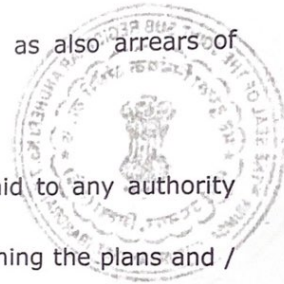
26. The PURCHASERS shall not close verandah or balconies without the sanction and permission of the Developers/society and the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said premises / building and / or put up grill outside the premises. The design of the grill shall also be approved by the Developers and when permission is granted by Developers/society to fix such grill then the

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specification shall be strictly followed in order to maintain homogeneity of exterior of the building ;

27. The Developers shall after admitting the PURCHASERS as the member of the Society, hand over the balance of amount without interest from the deposits as mentioned hereinabove after adjusting all the payments dues and amount paid for the share capital, admission fee, expenses, deposits paid on behalf of the PURCHASERS and towards the outgoings, etc. as also arrears of maintenance and others if any to the society.



The deposits that may be demanded by or paid to any authority including Corporation for the purpose of sanctioning the plans and / or issuing the commencement certificate and / or occupation certificate and / or building completion certificate and or giving water connection to the said building and the electric meter deposits to be paid to Reliance Energy shall be payable by all the premises holders of the said building in proportion to the respective area of their premises or other spaces. The PURCHASERS agree to pay to the Developers such proportionate share of the PURCHASERS of such deposit at the time of taking possession or within seven days of demand, whichever is earlier.

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29. After possession of the said premises is handed over to the PURCHASERS if any additions or alterations in or about or relating to the said building and / or premises are required to be carried out by any statutory authority, the same shall be carried out by the

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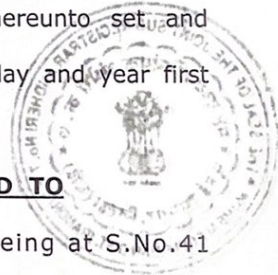
PURCHASERS and the other acquirers of the premises in the said building at their own costs, expenses, risks and responsibilities and Developers will not in any manner be responsible for the same.

30. Under no circumstances, the possession of the premises shall be given to the PURCHASERS unless and until all payments required to be made under the Agreement by the PURCHASERS have been made.

31. Any amendment in rules of existing taxes/levies payable to state/central government such as Vat, GST, service tax etc. and/or any other new form of tax levied by Government state or central with retrospective effect affecting this agreement, Flat owner/PURCHASERS hereby undertake responsibility to indemnify developers on demand with full amount of its impact.

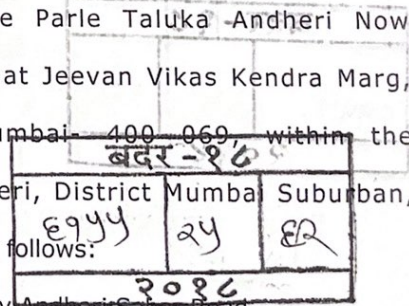


IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.



THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land situate, lying and being at S.No.41 Hissa No. 3 (part) admeasuring 1320 Sq. Yards equivalent to 1104 Sq. Meters of Village Vile Parle Taluka Andheri Now bearing C.T.S No. 225A situated at Jeevan Vikas Kendra Marg, Koldongari, Andheri (East), Mumbai-400-069, within the Registration Sub-District of Andheri, District Mumbai Suburban, within Greater Mumbai bounded as follows:



- On or towards the North : By Andheri Sahar Road
- On or towards the South : By C.T.S. No. 226 and 227
- On or towards the West : By Jeevan Vikas Kendra Marg
- On or towards the East : By C.T.S. No. 225B

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