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Mob. : 9870550490



Dishita Enterprises



SANDESH S. VYAPARI
PROPRIETOR

All Types of REGISTRATION AND STAMP duty Work
AND CIDCO TRANSFER AND AJDUCATION

Shop No 8, Mini MARKET, Plot No2, SECTOR 9,
Opp. PARSIK BANK, NERUL EAST, NAVI MUMABI-400706

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Faculty



21/08/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.पनवेल 3

दस्त क्रमांक : 13174/2019

नोंदणी :

Regn:63m

गावाचे नाव : करंजाडे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3978000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1696455
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: रायगड इतर वर्णन : , इतर माहिती: प्रभाव क्षेत्र-27/27.1, दर-52,600/- प्रती चौ. मी.. 2ए, करंजाडे, ता. पनवेल, जि. रायगड. क्षेत्र-27.710 चौ. मी. कारपेट ((Plot Number : 89 ; SECTOR NUMBER : 2ए ;))
(5) क्षेत्रफळ	1) 27.710 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. एम. बी. बिल्डर्स तर्फे भागीदार सुनिल वासदेव मोटवानी - - वय:-50; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: शॉप नं-1 व 2, लोटस रेसिडन्सी, प्लॉट नं-54, से-18, कामोठे, नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, राईगाड:(००:). पिन कोड:-410206 पॅन नं:-AARFM1702A 2): नाव:-मे. एम. बी. बिल्डर्स तर्फे भागीदार अशोक देवराव बलकवडे - - वय:-51; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: शॉप नं-1 व 2, लोटस रेसिडन्सी, प्लॉट नं-54, से-18, कामोठे, नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, राईगाड:(००:). पिन कोड:-410206 पॅन नं:-AARFM1702A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंदा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-आशिष विद्याधर पाटील - - वय:-33; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रुम नं-102, अमृत कुंभ, प्लॉट नं-143, से-1ई, कळंबोली, नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, राईगाड:(००:). पिन कोड:-410218 पॅन नं:-AYAPP3945R 2): नाव:-श्वेता आशिष पाटील - - वय:-31; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: रुम नं-102, अमृत कुंभ, प्लॉट नं-143, से-1ई, कळंबोली, नवी मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, राईगाड:(००:). पिन कोड:-410218 पॅन नं:-ALRPC5202C
(9) दस्तऐवज करून दिल्याचा दिनांक	21/08/2019
(10) दस्त नोंदणी केल्याचा दिनांक	21/08/2019
(11) अनुक्रमांक, खंड व पृष्ठ	13174/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	238700
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह दुय्यम निबंधक वर्ग-२
पनवेल क्र.३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क: आकारताना निवडलेला अनुन्देश :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

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AGREEMENT FOR SALE

THIS AGREEMENT is made and entered at Navi Mumbai this ^{21st} day of August Two Thousand Nineteen BETWEEN [REDACTED] having Permanent Account Number AARFM1702A, a partnership firm duly registered under the provisions of Indian Partnerships Act, 1932, having its office at Shop Nos. 1 & 2, Lotus Residency, Plot No. 54, Sector 18, Kamothe, Navi Mumbai 410209 through its partners 1) MR SUNIL VASHDEV MOTWANI, an adult and 2) MR ASHOK DEVRAO BALKAWADE, an adult, Indian Inhabitant, hereinafter referred to as "the Builder" (which expression shall, unless repugnant to the context or meaning thereof, means and include its Partner or Partners for the time being of the said Firm, Survivor or Survivors among them and heirs, executors, administrators, or assigns of the last Surviving Partner) of the ONE PART;

AND

MR ASHISH VIDYADHAR PATIL aged 33 years having Pan No. AYAPP3945R and MRS SHWETA ASHISH PATIL aged 31, having Pan No ALRPC5202C both residing at Room No. 102, Amrut Kumbh, Plot No 143, Near Police Station, Sector 1E, Kalamboli Node, Raigarh, Maharashtra 410218

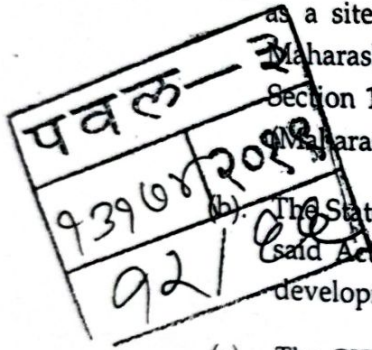
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[Signature] SARANI

hereinafter called "The Purchaser/s" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) of the OTHER PART;

WHEREAS:

(a). The City and Industrial Development Corporation of Maharashtra Limited, a company incorporated under the companies Act of 1956 (I of 1956) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as "the CIDCO Ltd.") is the New Town Development Authority declared for the area designated as a site for the New Town of New Bombay by the Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXII of 1966, hereinafter referred to as "The said Act").



(b). The State Government of Maharashtra pursuant to section 113(A) of the said Act, acquired lands and vested such lands in the CIDCO Ltd. for development and disposal purpose.

(c). The CIDCO Ltd. by virtue of allotment letter dated 24/08/2011 allotted developed plot of land bearing Plot No. 89, Sector - 2A situated in Karanjade, Taluka: Panvel, District: Raigad admeasuring 1049.88 Sq. Mtrs. under the 12.5% Gaothan Expansion Scheme (GES) in lieu of the land acquired for the Navi Mumbai project to 1. Smt. Changuna Dattu Shri. Jitendra Dattu Mundkar, 2. Smt. Sangita Dattu Mundkar, 3. Smt. Sulochana Dattu Mundkar, 4. Smt. Bami Dattu Mundkar, 5. Smt. Kalpana Ambahi Bhoir, 6. Smt. Bayobai Laxman Mundkar, 7. Sau Anita Gopal Gowari, 8. Smt. Ronekhar Laxman Mundkar, 9. Shri. Ramesh Laxman Mundkar, 10. Smt. Kalibai Eknath Mundkar, 11. Shri. Kamlakar Laxman Mundkar, 12. Smt. Yamunabai Kamlakar Bhoir, 13. Shri. Subhash Eknath Mundkar, 14. Shri. Sanjay Anant Mhatre, 15. Shri. Vijay Anant Mhatre, 16. Namdev Gajanan Mohite, 17. Shri. Ambaji Gajanan Mohite, 18. Shri. Ganesh Patil, 19. Shri. Ankush Eknath Mundkar, 20. Smt. Anibai Ganpat Mundkar, 21. Shri. Balaram Ganpat Mundkar, 22. Smt. Padibai Ganpat Mundkar, 23. Smt. Padibai Ganpat Mundkar, 24. Smt. Padibai Ganpat Mundkar.



(d). By an Agreement to Lease dated 14th September, 2011 made at CBD Belapur, Navi Mumbai between the CIDCO Ltd. therein referred to as "the Corporation" of the One Part and 1. Smt. Changuna Dattu Mundkar, 2. Shri. Jitendra Dattu Mundkar, 3. Smt. Sangita Dattu Mundkar, 4. Smt. Sulochana Dattu Mundkar, 5. Smt. Bami Dattu Mundkar, 6. Smt. Kalpana Ambahi Bhoir, 7. Sau Anita Gopal Gowari, 8. Smt. Bayobai Laxman

Shri. Bhatnagar

Smt. Padibai Ganpat

Mundkar, 9. Shri. Ramesh Laxman Mundkar, 10. Shri. Shekhar Laxman Mundkar, 11. Shri. Kamalakar Laxman Mundkar, 12. Smt. Kalibai Eknath Mundkar, 13. Shri. Subhash Eknath Mundkar, 14. Smt. Yamunabai Kamalakar Bhoir, 15. Shri. Vijay Anant Mhatre, 16. Shri. Sanjay Anant Mhatre, 17. Shri. Ambaji Gajanan Mohite, 18. Shri. Namdev Gajanan Mohite, 19. Shri. Anant Gajanan Mohite, 20. Smt. Ambi Ganesh Patil, 21. Shri. Ankush Eknath Mundkar, 22. Smt. Anubai Ganpat Mundkar, 23. Shri. Balaram Ganpat Mundkar, 24. Smt. Padmbai Ganpat Mundkar, all Indian Inhabitants, residing at Chinchpada, Taluka - Panvel District: Raigad, hereinafter and also therein collectively referred to as "the Licensee" of the Other Part, (hereinafter referred to as 'the Said Agreement') where the CIDCO Ltd. had agreed to grant a lease of ALL THAT piece or parcel of the said land being Plot No.89, admeasuring 1049.88 square meters or thereabout situated at Sector-2A, under 12.5% Scheme, Karanjade, Taluka-Panvel and District-Raigad in Navi Mumbai, and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as 'the said Plot of land') for the purpose of erection of the intended building or buildings. The Agreement to Lease entered between the parties came to be registered with the Sub-Registrar of Assurances, Panvel - 3 vide document serial No. 9219/2011 on 14/09/2011.

- (e). The Licensee paid the CIDCO Ltd. an amount of Rs 19,950 premium towards the said Plot of Land, on receipt of which the CIDCO Ltd. has handed over the possession of the said Plot of Land to Licensee.
- (f). The Licensee decided to transfer, assign and convey their rights, title interest and benefits in respect of the said Plot of Land to M/s. M. B. Builders through its partners 1). Mr. Sunil Vashdev Motwani and 2). Mr. Ashok D. Balkwade (i.e. the Builder herein) and made an application to CIDCO Ltd. for grant of permission for transfer and assignment of their leasehold rights in respect of the said Plot of Land. Wherein CIDCO Ltd. through their letter dated 12/12/2011 granted the permission for transfer of the said Plot of Land to the Builder.
- (g). On receipt of requisite permission from the CIDCO Ltd. for transfer of the said Plot of Land a Tripartite Agreement dated 19th December, 2011 came to be entered and executed by and between the CIDCO Ltd. therein referred to as the Corporation of the First Part, the said Licensees 1. Smt. Changuna Dattu Mundkar, 2. Shri. Jitendra Dattu Mundkar, 3. Smt. Sangita Dattu Mundkar, 4. Smt. Sulochana Dattu Mundkar, 5. Smt. Bami Dattu Mundkar, 6. Smt. Kalpana Ambahi Bhoir, 7. Sau Anita Gopal Gowari, 8. Smt. Bayobai Laxman Mundkar, 9. Shri. Ramesh Laxman Mundkar, 10. Shri. Shekhar Laxman Mundkar, 11. Shri. Kamalakar Laxman Mundkar, 12. Smt. Kalibai Eknath Mundkar, 13. Shri. Subhash Eknath Mundkar, 14. Smt. Yamunabai Kamalakar Bhoir, 15. Shri. Vijay Anant Mhatre, 16. Shri. Sanjay Anant Mhatre, 17. Shri. Ambaji Gajanan



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Mohite, 18. Shri. Namdev Gajanan Mohite, 19. Shri. Anant Gajanan Mohite, 20. Smt. Ambi Ganesh Patil, 21. Shri. Ankush Eknath Mundkar, 22. Smt. Anibai Ganpat Mundkar, 23. Shri. Balaram Ganpat Mundkar, 24. Smt. Padibai Ganpat Mundkar, therein collectively referred to as the Original Licensees of the Second Part and M/s. M. B. Builders through its partners 1). Mr. Sunil Vashdev Motwani and 2) Mr. Ashok D. Balkwade, therein referred to as the Licensees of the Third Part. The said Tripartite Agreement accordingly came to be registered with the Sub-Registrar of Assurances, Panvel - 3 at Panvel vide document serial No. 12395/2011 on 19/12/2011.

(h). On such execution and registration of the Tripartite Agreement, the CIDCO Ltd. has passed final transfer order in respect of the Said Plot of Land in favour of the Builder herein vide letter dated 23/12/2011.

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(i). The Builder has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.


The Builder thereafter made an application to CIDCO Ltd. for approval and sanction of the plans of the building to be erected upon the said Plot of Land, which was duly approved and sanctioned by CIDCO Ltd. vide a Commencement Certificate issued by it bearing No. CIDCO/BP-11196/ATPO/(NM&K)/2012/1357 dated 20/12/2012. The copy of the Commencement Certificate dated 20/12/2012 is annexed as Annexure - 1 to this agreement. Thus the Builder got approved from the CIDCO Ltd. the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot.



In accordance with the plans sanctioned by the CIDCO Ltd., the Builder has developed the said plot of Land described in the First Schedule hereto and constructed thereon building to be known as "LOTUS PALACE".

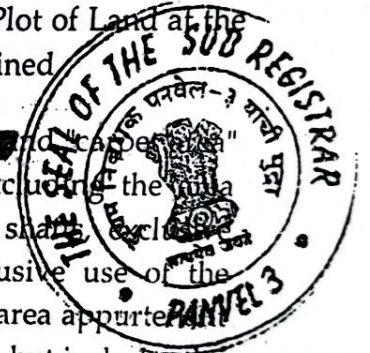
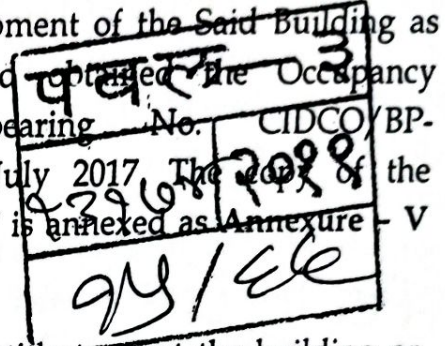
(l). The copy of Certificate of Title issued by the Advocate Pravin Desai showing the nature of the title of the Builder to the said Plot of Land on which the building/s to be constructed is annexed herewith as Annexure - II with this agreement.

(m). On demand from the Purchaser, the Builder has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder's Architects Messrs Homework and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;


The Builder


SAPANA

- (n). The authenticated copies of the plans of the Layout as approved by the CIDCO Ltd. have been annexed hereto and marked as Annexure - III.
- (o). The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the CIDCO Ltd. have been annexed and marked as Annexure - IV.
- (p). The Builder thereafter completed development of the Said Building as per approved plans, specifications and ~~obtained~~ the Occupancy Certificate from CIDCO Ltd. bearing No. CIDCO/BP-11196/TPO(NM)/2017/2662 dated 28th July 2017. The ~~copy~~ of the Occupancy Certificate dated 28th July 2017 is annexed as Annexure - V with this agreement.
- (q). The Builder being well and sufficiently entitle to erect the building or buildings on the said Plot of Land and to sell the premises in the said buildings to be constructed on the said plot and to enter into agreement/s with the purchaser/s of premises in the said buildings and to receive the sell price in respect thereof.
- (r). The Purchaser approached the Builders for purchase of Flat and the Builder have agreed to sell a Flat bearing No. 103 on the 1st floor in the Building known as "LOTUS PALACE" upon the said Plot of Land at the price and on the terms and conditions hereinafter contained
- (s). ~~_____~~ means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.
- (t). The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (u). Prior to the execution of these presents the Purchaser has paid to the Builder a sum of Rs. 1,35,000/- (Rupees One Lakh Thirty Five Thousand Only) only, being part payment of the sale consideration of the Flat agreed to be sold by the Builder to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Builder both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builder the balance of the sale consideration in the manner hereinafter appearing.



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M. P. D. M. W.

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S. P. P. P. P.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Builder hereby agrees to sell and the Purchaser hereby agrees to purchase the flat and the covered parking(if applicable).

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

1. The Builder has constructed the said building called "LOTUS PALACE" on the said plot of Land more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by CIDCO Ltd. and which have been inspected and approved by the Purchaser.

2. The Purchaser agrees to purchase from the Builder and the Builder agreed to sell to the Purchaser Flat No. 103 on the 1st floor having an approximate carpet area of 27.710 sq. mtrs., (hereinafter referred to as 'the said Premises') at a price for a lump sum price of Rs 39,78,000/- (Rupees Thirty Nine Lakhs Seventy Eight Thousand Only). The above mentioned amount also includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The said area is liable to vary on actual measurements and the Purchaser shall not be entitled to claim any rebate in price if the variation in the area is upto +/- 3%.

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The Purchaser has paid to the Builders an amount of Rs 1,35,000/- (Rupees One Lakh Thirty Five Thousand Only) towards earnest money and shall pay to the Builders the balance amount of purchase price of Rs. 38,43,000/- (Rupees Thirty Eight Lakhs Forty Three Thousand only) in the following

(1) On Booking of the Flat	Rs. 1,35,000/-
(2) At the time of possession	Rs. 38,43,000/-

TOTAL

(Rupees Thirty Nine Lakhs Seventy Eight Thousand Only)

The Purchaser agrees to pay to the Builder the aforesaid installments within 15 days from the date of demand by the Builder, the timely payment being essence of this agreement. However, the Builder at its option accept the installment from the Purchaser beyond 15 days on payment by the Purchaser an interest at the rate of two percent above the prevailing bank interest of State Bank of India on the amounts due and falling in arrears. At the same time in case of delay in payment of installment the Builder shall, at its option will have the rights to rescind this agreement.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder by way of Value Added Tax, Service Tax, GST and Cess or

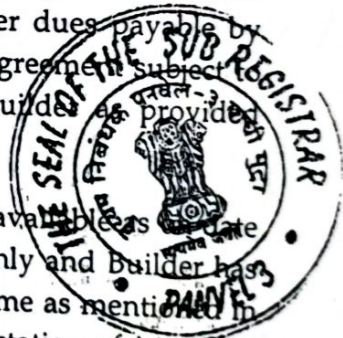
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Date

any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Builder, up to the date of handing over the possession of the Said Flat.

The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builder undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder shall enclose the said notification /order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

The Purchaser authorizes the Builder to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Builder to adjust his payments in any manner.

Time is essence for the Builder as well as the Purchaser. The Builder shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder as provided herein.



3. The Builder hereby declares that the Floor Space Index available in respect of the project land is 1573.80 square meters only and builder has utilize Floor Space Index of 1.5 by availing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builder has disclosed the Floor Space Index of Nil as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the construction and sale of apartments which is carried out by the Builder by utilizing the FSI and on the understanding that the declared proposed FSI shall belong to Builder only.
4. If the Purchaser fails to abide by the payment schedule for making payments to the Builder, the Purchaser agrees to pay to the Builder, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Builder under the terms of this Agreement from the date the said amount is payable by the Purchase(s) to the builder.
5. Without prejudice to the right of Builder to charge interest in terms of sub clause 4 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this

[Signature]
A. P. Bhanu

[Signature]
8.8.2018

Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Builder shall at his own option, may terminate this Agreement:

Provided that, Builder shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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. If the Purchaser fails to rectify the breach or breaches mentioned by the Builder within the period of notice then at the end of such notice period, Builder shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Builder shall refund to the Purchaser by deducting 20% of the amount within a period of thirty days of due and proper execution and registration of cancellation of this Agreement, the instalments of sale consideration of the Flat which may till then have been paid by the Purchaser to the Builder.

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6. The specifications, materials, fixtures/fittings and all such other amenities shall be as per the list set out in the **SECOND SCHEDULE** hereunder written and the Purchaser/s has/have satisfied himself/herself/themselves about the same and also about the design of the building.

7. The Builder shall give possession of the Flat to the Purchaser on receiving the full consideration. If the Builder fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond his control and of his aforesaid date then the Builder shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4 here above from the date the Builder received the sum till the date the amounts and interest thereon is repaid.




8. Procedure for taking possession - The Builder, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Said Flat, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Builder shall give possession of the Said Flat to the Purchaser. The Builder agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Builder. The Purchaser agree(s) to pay the maintenance charges as determined by the Builder or association of Purchasers, as the case may be.

The Purchaser shall take possession of the Said Flat within 15 days of the written notice from the Builder to the Purchaser intimating that the said Flat is ready for use and occupancy:

Failure of Purchaser to take Possession of Flat: Upon receiving a written intimation from the Builder as per clause 8, the Purchaser shall take possession of the Flat from the Builder by executing necessary indemnities,

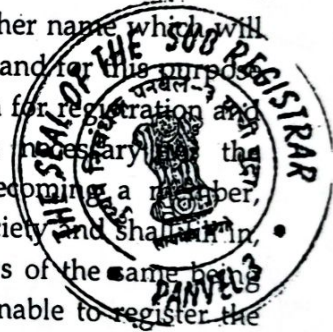

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undertakings and such other documentation as prescribed in this Agreement, and the Builder shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

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9. If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Builder any structural defect in the Flat or the building in which the Flat is situated, then, wherever possible such defects shall be rectified by the Builder at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builder, compensation for such defect in the manner as provided under the Act.
10. The Purchaser shall use the flat of any part thereof or permit the same to be used only for purpose of residence.
11. The Purchaser along with other purchasers of premises in the building shall join in forming and registering an a society to be known as 'LOTUS PALACE Co-operative Housing Society Ltd.' or any other name which will be approved by the Registrar of Co-operative Societies and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society and for becoming a member, including adoption of the bye-laws of the proposed society and shall in sign and return them to the Builder within seven days of the same being forwarded by the Builder to the Purchaser, so as to enable to register the organization of the Purchasers. The Purchaser shall have no objection if any changes or modifications are made in the draft/bye-laws or the memorandum and/or the Registrar of Co-operative Societies may require in the Bye-laws, as the case may be or by any other Competent Authority.
12. The Builder shall, within three months of registration of the Society, cause to be transferred to the society all the right, title and the interest of the Builder in the said structure of the Building or wing in which the said Flat is situated.
13. Within 15 days after notice in writing is given by the Builder to the Purchaser that the Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share as determined by the Builder of all the out goings in respect of the property including all taxes, water charges, common light sweepers, sanitations, additions and alterations, etc and all other expenses of an incidental to the management and maintenance of the property, until the Municipal taxes and water charges are fixed and/or separately assessed and the exact amount is worked out of each of the premises. The Purchaser shall pay to the Builder provisional monthly contribution towards maintenance as demanded by the Builder towards the outgoings. The Purchaser/s shall indemnify and keep



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M. B. Bhatnagar

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S. P. Park

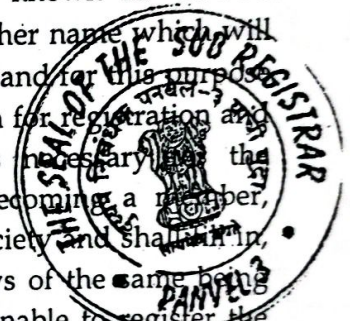
undertakings and such other documentation as prescribed in this Agreement, and the Builder shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

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9. If within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Builder any structural defect in the Flat or the building in which the Flat is situated, then, wherever possible such defects shall be rectified by the Builder at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builder, compensation for such defect in the manner as provided under the Act.

10. The Purchaser shall use the flat of any part thereof or permit the same to be used only for purpose of residence.

11. The Purchaser along with other purchasers of premises in the building shall join in forming and registering an a society to be known as 'LOTUS PALACE Co-operative Housing Society Ltd.' or any other name which will be approved by the Registrar of Co-operative Societies and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents (necessary for the formation and registration of the society and for becoming a member, including adoption of the bye-laws of the proposed society and shall sign, sign and return them to the Builder within seven days of the same being forwarded by the Builder to the Purchaser, so as to enable to register the organization of the Purchasers. The Purchaser shall have no objection if any changes or modifications are made in the draft/bye-laws or the memorandum and/or the Registrar of Co-operative Societies may require in the Bye-laws, as the case may be or by any other Competent Authority.



12. The Builder shall, within three months of registration of the Society, cause to be transferred to the society all the right, title and the interest of the Builder in the said structure of the Building or wing in which the said Flat is situated.

13. Within 15 days after notice in writing is given by the Builder to the Purchaser that the Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share as determined by the Builder of all the out goings in respect of the property including all taxes, water charges, common light sweepers, sanitations, additions and alterations, etc and all other expenses of an incidental to the management and maintenance of the property, until the Municipal taxes and water charges are fixed and/or separately assessed and the exact amount is worked out of each of the premises. The Purchaser shall pay to the Builder provisional monthly contribution towards maintenance as demanded by the Builder towards the outgoings. The Purchaser/s shall indemnify and keep

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indemnified the developers against the aforesaid payments and charges. The Purchaser 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.

14. The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the developer the following amounts;

1) Nil- as development charges.

2) Nil - MSEDCL meter connection, which includes the proportionate share of expenses necessary for bringing power supply up to the meter room and other charges for transformer, laying cable and other outgoing expenses related to the Meter connection (at the time of RCC completion or demand by the builder).

3) Nil - as infrastructure charges described by CIDCO Ltd.

4) Rs 35,040- as advance for Two year maintenance charges at the time of possession.

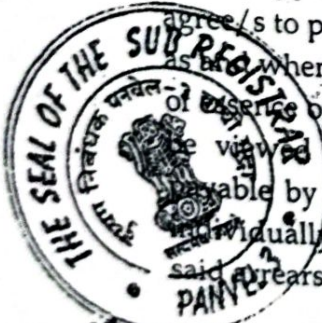
The Purchaser shall pay any other proposed charges, or taxes imposed or charged by CIDCO Ltd. or any other government / semi-government (statutory body). The purchaser/s shall before taking delivery of possession of the said premises to him/her/them, pay a sum of Rs. 10,000/- or the amount decided from time to time to the Builder toward

his./her /their legal costs, mentioned herein before and the share money for the purpose of shares in the co-operative society and other charges as actual/applicable on proportionate basis. The purchaser/s hereby

agree/s to pay all the amounts payable under the terms of this agreement as and when they become due and payable and time in this respect being the date of possession of contract. Failure in payment of any installment thereof shall be treated as non-payment of the purchase price and the amounts payable by him / her/ them within seven days of such notice served individually upon him/ her/ them, if the Purchaser/s fail/s to pay the said amount the consequence will follow as stated hereinabove.

15. At the time of registration of the proposed society the Purchaser shall pay to the Builder his/her share of stamp duty and registration charges payable if any, by the said Society on the conveyance or any document, instrument of transfer in respect of the said land and the building to be executed in favour of the Society. The Purchaser shall also pay his proportionate share (in proportion to his flat area) of transfer charges or amount of Lease premium or amount of additional Lease premium required to be paid to CIDCO Ltd. and/or any other local body for obtaining it's no objection Certificate for the transfer of the said land and the said building/s or any portion thereof in favour of the said society and the Builder shall not pay any of such amount towards transfer charges, lease premium or additional Lease premium to CIDCO Ltd. or any local body for obtaining it's no objection certificate/permission for transfer of said land and the said building/s or any portion thereof.

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Adm. Officer

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S. ABRAHAM

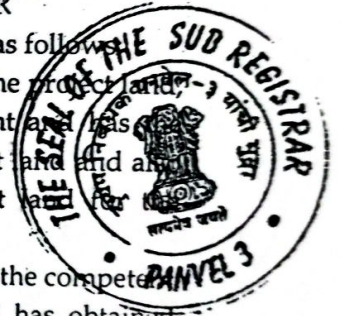
16. It is expressly agreed between the parties hereto that notwithstanding anything herein contained, if CIDCO Ltd. charge any premium and / or any other amount for the purpose of execution of the Deed of Lease by CIDCO Ltd. in respect of the said Plot and the Building to be constructed thereon in favour of the Co-operative society or Limited Company or legal body and if such Deed of Lease is executed in favour of the Builders and if any premium or any other amount is required to be paid to CIDCO Ltd. for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Builders in respect of the said plot in favour of such Co-operative society or any other body corporate then such premium or other amount shall be borne and paid by such Co-operative society or any other body corporate, any premium and/or any amount that may be demanded by CIDCO Ltd. as aforesaid the Purchaser/s hereby agree/s and hereby bind/s himself/themselves to pay such co-operative society or Limited Company of anybody corporate his/her/their share in such premium and /or amount payable to the said CIDCO Ltd.in proportion to which the area of purchaser/s said premium shall bear to the aggregate of the area of all the flat and other premises in the said building.

Handwritten notes in a box: "प्राप्त" (Prapt), "29/11/2023", and "29/11/23".

17. REPRESENTATIONS AND WARRANTIES OF THE BUILDER

The Builder hereby represents and warrants to the Purchaser as follows:

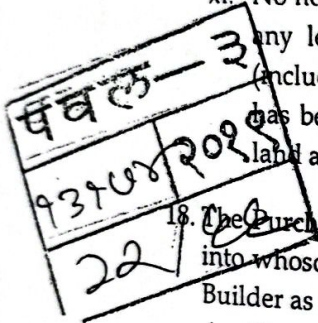
- i. The Builder has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has requisite rights to carry out development upon the project land and has actual, physical and legal possession of the project land and implementation of the Project;
- ii. The Builder has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and has obtained requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Builder has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;



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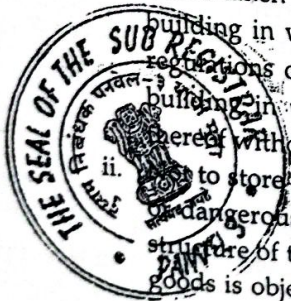
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- viii. The Builder confirms that the Builder is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Builder has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder in respect of the project land and/or the Project except those disclosed in the title report.



18. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Builder as follows :-

- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. To store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances 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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Builder to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the

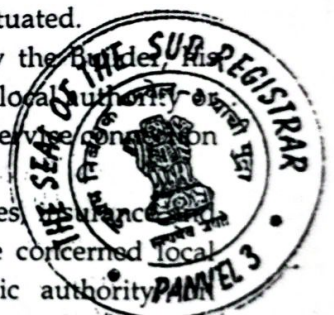


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- consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature 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 and pipes in the Flat and the 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 cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Builder and/or the Society or the Limited Company.
 - v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project 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.
 - vi. 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 project land and the building in which the Flat is situated.
 - vii. Pay to the Builder within fifteen days of demand by the Builder, the share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
 - viii. To bear and pay increase in local taxes, water charges, 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 Flat by the Flat for any purposes other than for purpose for which it is sold.
 - ix. The Purchase shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Builder under this Agreement are fully paid up.
 - x. The Purchaser shall observe and perform all the rules and regulations which the Society 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 Flats 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 shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat 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.

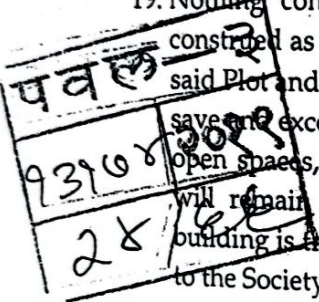


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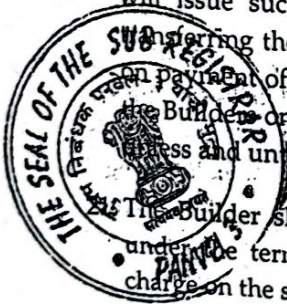
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- xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society, the Purchaser shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Society, the Purchaser shall permit the Builder and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder until the said structure of the building is transferred to the Society and until the project land is transferred to the Society as hereinbefore mentioned.



20. The Flat Purchaser/s shall not be entitled to sell and/or transfer his right, title interest and benefits under this Agreement to any third party without obtaining 'NO OBJECTION CERTIFICATE' from the Builders. The Builders will issue such 'NO OBJECTION CERTIFICATE' to the Purchaser/s for supporting the benefits and rights of this Agreement for the said unit only on payment of the transfer amount. The transfer amount will be decided by the Builders only. The Purchaser/s shall not be entitled for the issue of NOC until all dues are paid in full.



The Builder shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser/s.

22. The Purchaser/s hereby agree/s that in the event of any amount by way of permission to the state Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Builder, the same shall be reimbursed by the Purchaser/s and in determining such amount the decision of the Builder shall be conclusive and binding upon the Purchaser/s.

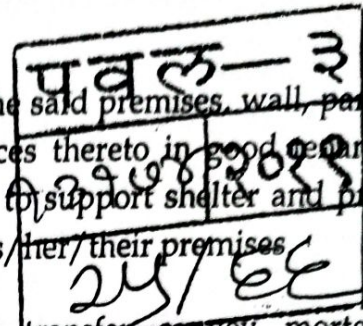
23. The Purchaser/s shall maintain at his/her/their own cost the premises agreed to be acquired by him/her/them in the same good conditions, state and otherwise in which it was when delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation (Local Authority), CIDCO Ltd., M.S.E.D.C.L. or any other authority and local body and shall attend, answer and be responsible for all the actions or for violations of any of such conditions of rules or bye-

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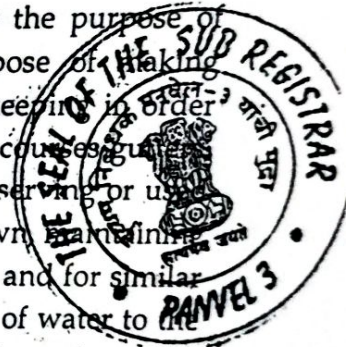
24. In case security Deposit or any other charges are demanded by any authority for the purpose of giving water, electric, sewerage and security deposit for appropriate connection to the said building and drainage the deposit shall be payable by all the flat Purchaser/s who agree to pay on demand to the Builders his/her/their share of such deposit.

25. The Purchaser/s hereby covenants to keep the said premises wall, partition wall, sewers, drains, piper and appurtenances thereto in good repairable repair and condition and in particular so as to support shelter and protect and parts of the said building/s other than his/her/their premises



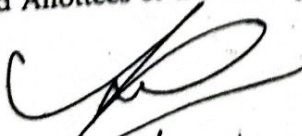
26. The Purchaser/s shall not let, sub-let, sell, transfer, convey, mortgage, charge or in way encumber or deal with or dispose off or part with possession of said premises or part thereof and not to assign, undertake, or part with his interest under or the benefit of this agreement or any part thereof till all his dues of whatsoever nature owing to the Builder are paid and only if the Purchaser/s has not been guilty of breach of or non-compliance with any of the terms and conditions of this agreement and until he/she obtains previous consent in writing of the Builder.

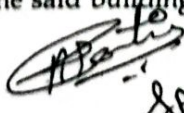
27. The Purchaser/s shall permit the Builder and their Surveyor/s and Agents with or without workmen and others at all reasonable times to enter into and upon his/her/their premises or any part thereof for the purpose of repairing any part of the building/s and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all service drains, pipes, cables, water courses, gutters, wires party structures and other covenants belonging to or serving or used for the said building/s and also for the purpose of laying down, maintaining, repairing and testing drainage, water pipe and electric wires and for similar purposes and also for the purposes of cutting off the supply of water to the said premises in the building in respect whereof the Purchaser/s or the occupiers of any other premises as the case may be shall have made default in paying his/her/their share of the water tax.



28. The Purchaser/s shall not use the premises or permit the same to be used for any purpose whatsoever other than residential/commercial purpose not for any purposes which may or is likely to cause, nuisance or annoyance to the occupiers of the other premises in the building/s or to the owners or the occupier/s of the neighboring property/properties nor for any illegal or immoral purposes.

29. After the possession of the said premises is handed over the Purchaser/s, additions or alterations if any, in or about or relating to the said building or buildings are thereafter required to be carried out by the Government, Municipality, CIDCO Ltd. or any statutory authority the same shall be carried out by the Purchaser/s in Co-operation with the other Purchasers and Allottees of the other premises in the said building or buildings at their


Mr. B. B. B.


S. P. P.

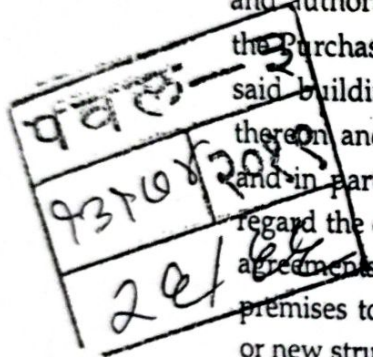
own costs and the Builders shall not be in any manner liable or responsible for the same.

30. That the purchaser/s shall not at any time demand partition of his/her/their interest in the said land and building/s it being hereby agreed and declared by the Purchaser/s that his/her/their interest in the said land and building or buildings is not separable and it is agreed that the Builder shall not be liable to execute conveyance deed or any other document in respect of the said in favour of the Purchaser/s.

31. In the event of the co-operative society being formed or registered before the sale or disposal of all the premises by the Builder, in the said building/s or before the construction of additional storey's or structures or new structures which may be constructed by the Builder on the said building/s the Powers and authorities of the said co-operative society, so formed so registered of the Purchaser/s and other purchaser/s or Allottee/s of the premises in the said building/s and the said premises, the construction and completion thereon and amenities thereof and all amenities appertaining to the same and in particular the Builder shall have absolute authority and control as regards the disposal of the unsold premises, including premises of which the agreements are cancelled at any stage for any reason or the additional premises to be constructed on the said building/s now under construction or new structures and all the purchaser/s of such premises shall be admitted as member/s of the said co-operative society having the rights and benefits and subject to the same obligations as the purchaser/s and other member/s of such co-operative society may be entitled to and without any reservation or condition whatsoever and subject to the payment only of their share money and the outgoings in the same basis and in the same proportion as may be payable by the other members of shareholders of the said co-operative society and without payment of any premium or any transfer fees or consideration of any nature whatsoever and the Purchaser/s as member of co-operative societies as aforesaid as the case may be without raising any objection whatsoever.

32. The Advocate for the Builder shall prepare, engross and approve all the documents which are to be or may be executed in pursuance of or incidental to this Agreement all costs, charges and expenses in connection with the formation of the aforesaid co-operative society, permission and/or sanctions under the Urban land ceiling Act, 1976, and premium if any payable thereon as well as the costs of preparing, engrossing, stamping and registering all the deeds or any other Assurance, documents including the registration and stamp payable on this agreement required to be executed by the Builder in preparing and approving all such documents shall be borne and paid by the said co-operative society or proportionate share as determined by the Builder of such costs, charges expenses payable by the purchaser/s shall be paid by him/her/them immediately on demand.

33. Forwarding this Agreement to the Purchaser by the Builder does not create a



[Signature]
Adv. P. M. M.

[Signature]
Adv. P. M. M.

binding obligation on the part of the Builder or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builder. If the Purchaser(s) fails to execute and deliver to the Builder this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder, then the Builder shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever, by deducting 20% of amount paid.

34. The Purchaser shall pay 1% of total consideration amount of Flat as TDS or as applicable percentage from time to time, to the Income Tax Department and submit appropriate TDS payment Challan (if applicable).

35. If hereinafter any charge/taxes, Vat, Cess, GST, Service charges, are levied by or payment required to be made to any government authorities or local body either on the building or otherwise the purchaser shall be liable to bear the same and on being called upon by the builder, shall pay the builder his/her/their share thereof or as may be required or demanded by the builder.

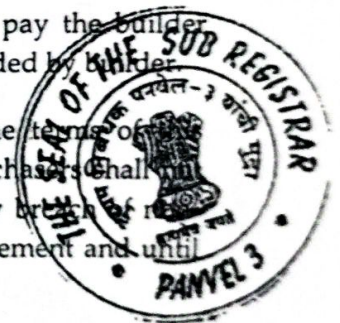
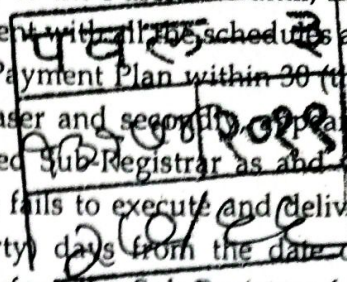
36. Any delay or indulgence by the Builder in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser shall be construed as a waiver on the part of the Builder of any breach of compliance of any of the terms and conditions of this agreement and until he/she obtains previous consent in writing of the Builder.

37. So long as each Flat Purchaser/s in the said building shall not be separately assessed the flat Purchaser/s shall pay such proportionate part of the assessment in respect of the entire Building as may be provisionally determined by the Builders or the Co-operative Society or the Legal Body as the case may be, whose decision shall be final upon the Flat Purchaser/s.

38. The flat purchaser/s shall not store in the Said Flat goods of hazardous or combustible nature or which tend to effect the construction or structure of the said building or cause damages to the occupants of the Building.

39. The purchaser/s shall at no time demand partition of his/her/their interest of the premises in the building. It is being hereby agreed and declared by the parties that the interest in the said building is impartibly and it is agreed by the Purchaser/s that the Builders shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser/s.

40. The Builders shall not be bound to carry out any extra additional work for



[Signature]

[Signature]
SAPAKH

the purchaser/s without there being a written acceptance by the Builders to carry out the said additional extra work for the purchaser/s (which again shall be at the sole discretion of the Builders). If the Builders have agreed to do any additional extra work for the purchaser/s the purchaser/s shall deposit the amount within seven days from the date when the Builders inform the purchaser/s the estimated cost for carrying out the said additional extra work. If the purchaser/s fails to deposit the estimated cost for carrying out the said additional extra work agreed to be carried out by the Builders, then the Builders shall not be liable to carry out the additional /extra work in the premises of the purchaser/s.

41. The said building shall always be known as "LOTUS PALACE" and this name shall not be changed at any time for any reason whatsoever. The name of the CO-OPERATIVE SOCIETY, LIMITED COMPANY or legal body to be formed may bear the same name or any other name, but the building's name shall not be changed.

42. This Agreement shall always be subject to the terms of the said Agreement of Lease and also the Lease to be granted by the CIDCO Ltd. and the rules and regulations, if any, made by the CIDCO Ltd. and/or the Government of Maharashtra and/or any other authority.

43. Insurance of the flat should be the responsibility of the purchaser. Claims from developer will not be valid and considered, in case of any natural calamities occurred with the project.

44. 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, whether in letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.



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

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

47. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

48. That in case there are Joint Purchaser all communications shall be sent by the Builder to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to constitute properly served on all the Purchasers.
49. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.
50. All Notices to be served on the Purchaser as contemplated by the Agreement shall be deemed to have duly served if sent to the purchaser, under certificate of posting/Registered Post at his/her address specified below.

Room No. 102, Amrut Kumbh,
Plot No 143, Near Police Station,
Sector 1E,
Kalamboli Node,
Raigarh, Maharashtra 410218

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe the respective hands and seals on the day, month and year first above written as hereinafter appearing.

FIRST SCHEDULE
THE DESCRIPTION OF THE PROPERTY

ALL THAT PIECE OR PARCEL of the land known as Plot No. 89, under 12.5% Scheme, in Sector - 2A situated in Karanjade, Taluka: Panvel, District: Raigadin Navi Mumbai measuring 1049.88 Sq. Mtrs. or thereabout and bounded as follows that is to say: -

On or towards the North by	:	Plot No. 90, 92 and 93
On or towards the South by	:	Plot No. 88, 99 and 100
On or towards the East by	:	11.00Mtrs. wide Road
On or towards the West by	:	Plot No. 97

Falling within the registration jurisdiction of the Sub District Panvel and District Raigad in Navi Mumbai.



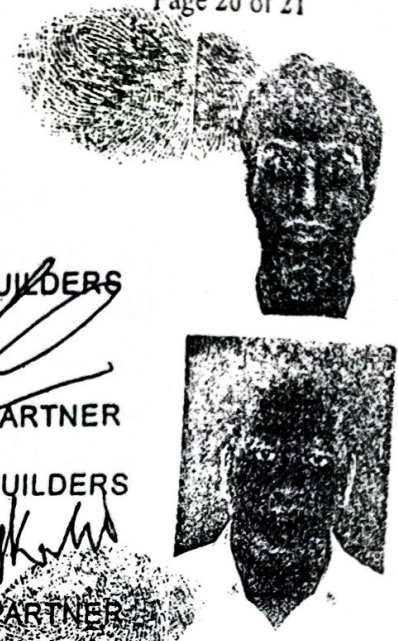




SIGNED, SEALED AND DELIVERED BY
the within named "BUILDERS"
M/s. M. B. BUILDERS
through its partners
1). MR. SUNIL VASHDEV MOTWANI
2). MR. ASHOK D. BALKAWADE
in the presence of _____

(1) *[Signature]*
(2) *[Signature]*

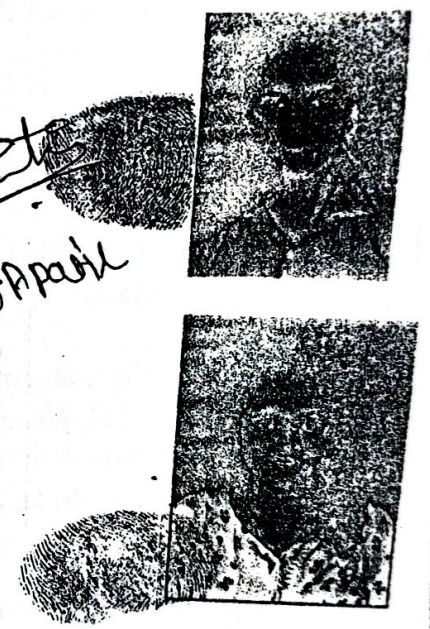
)
)
) For M. B. BUILDERS
) *[Signature]*
) PARTNER
) For M. B. BUILDERS
) *[Signature]*
) PARTNER
)



SIGNED, SEALED AND DELIVERED BY
THE WITHIN NAMED Purchaser/s
1). MR ASHISH VIDYADHAR PATIL
2) MRS SHWETA ASHISH PATIL

in the presence of _____
(1) *[Signature]*
(2) *[Signature]*

)
) *[Signature]*
)
) *[Signature]*
)
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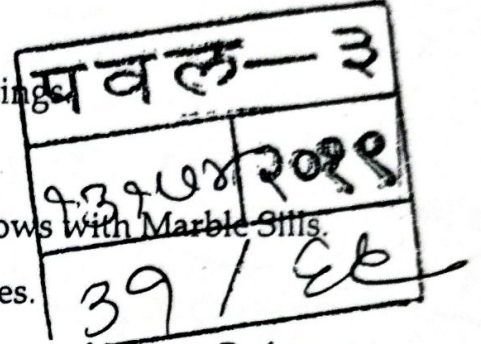


पबल-३
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३०/६६



SECOND SCHEDULE
SPECIFICATIONS AND AMENITIES

1. Vitrified Tiles Flooring of Reputed Company.
2. Granite Platform of Good Quality with Stainless Steel Sink in Kitchen.
3. Glazed Tiles dado and Ceramic Tiles Flooring of Good Quality in Bathrooms and W.C.
4. Sanitary Ware with Good Quality C.P Fittings
5. Concealed Plumbing.
6. Powder Coated Aluminum Sliding Windows with Marble Sills.
7. Copper Wiring with good Quality Switches.
8. T.V. and Telephone points in Living Rooms and Master Bedrooms.
9. MCB's in all Flats.
10. A.C. point in Master Bedroom.
11. Main Door with Laminate.
12. Intercom System in every Flat.
13. Lift's of Reputed Company.
14. Internal Paint with Acrylic Distemper of Reputed Company.
15. External Paint of Acrylic Anti Fungal Paint of Reputed Company.
16. Provision for Electrical And Plumbing Points for Water Supplier System.
17. Provision of Electrical Point for Invertor Installation in Every Flat.
18. Washing Machine Inlet and Outlet Connection.
19. Earthquake Resistant R.C.C frame Structure.
20. Fire Fighting System
21. Ground + 7 Storey Building.



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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

WE MAKE CITIES

REGD. OFFICE:

"NIRMAL", 2nd Floor, Nariman Point,
Mumbai - 400 021

PHONE : (Reception) +91-22-6650 0900 / 6650 0928

FAX : +91-22-2202 2509 / 6650 0933

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur,
Navi Mumbai - 400 614.

PHONE : +91-22-6791 8100

FAX : +91-22-6791 8166

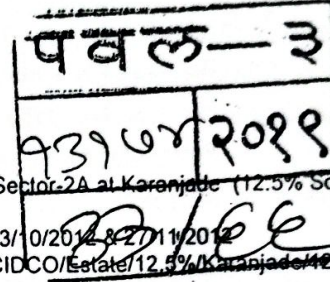
Ref. No. CIDCO/BP-11196/ATPO(NM & K)/2012

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Date: 20 DEC 2012

Unique Code No.	2	0	1	2	0	3	0	2	1	0	2	2	1	6	9	0	1
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To,
M/s. M. B. Builders,
Partners, Mr. Sunil Vashdev Motwani &
Mr. Ashok Devrao Balkawade,
D-102, Mota Nagar, Next to Chintamani Plaza,
Andheri Kurla Road, Chakala Andheri (E), Mumbai.



Sub:- Development Permission for Residential Building on Plot No.89, Sector-2A at Karanjade (12.5% Scheme), Navi Mumbai

- REF:-
- 1) Your architects application dated.27/03/2012, 27/08/2012, 03/10/2012 & 27/11/2012
 - 2) Delay condonation NOC issued by M(TS-II) vide letter.No. CIDCO/Estate/12.5%/Karanjade/42810, dtd.12/11/2012
 - 3) Final transfer order issued by M(TS-II) vide letter No. CIDCO/Estate/12.5%/Karanjade/685, dtd.23/12/2012
 - 4) Maveja NOC issued by AEO vide letter No. CIDCO/Estate/12.5%/Karanjade/685/2012 dtd.22/03/2012
 - 5) Fire NOC issued by Fire Officer, CIDCO vide letter No. CIDCO/FIRE/KLM/3624/2012, dtd.07/11/2012
 - 6) Height Clearance NOC issued by AAI vide letter No.BT-1/NOC/MUM/12/NM/NOCAS/82/4414, dtd.17/08/2012
 - 7) 50% IDC paid of Rs.5,25,000/- vide Receipt No.9492, dtd.14/12/2012

Sir,

Please refer to your application for development permission for Residential Building on Plot No.89, Sector-2A at Karanjade (12.5% Scheme), Navi Mumbai

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

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

The Developer / individual Plot Owner should obtain the proposed finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having sub finished still level to be minimum 300 mm. above the road edge level.

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

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

The Developers / Builders shall take all precautionary measures for prevention of Malaria breeding during the construction period of the project. If required, you can approach Health Department CIDCO, for orientation program and pest control at project site to avoid epidemic.

Since, you have paid 50% IDC of Rs.5,25,000/- vide Receipt No.9492, dtd.14/12/2012, you may approach to the Office of Executive Engineer (Klm) to get the sewerage connection to your plot.

Thanking you.

Yours faithfully,

(Handwritten Signature)
20/12

(R. B. Patil)

Addl. Town Planning Officer (BP)
(Navi Mumbai & Khopta)



REF NO. CIDCO/BP-11196/ATPO(NM&K)/2012 1357--

DATE 20 DEC 20

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARSHTRA LTD
COMMENCEMENT CERTIFICATE

Permission is hereby granted under section - 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) to M/s M. B. Builders Through its Partner Mr. Supil Vashdev Motwani & Mr. Ashok Devrao Balkawade, on Plot No. 89, Sector-2A at Karaniade, (12.5% Scheme), Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Building (Gr. + 7 Floors), Resi. BUA = 1573.804 Sq.Mt.,

Total BUA = 1573.804 Sq.Mt.

(Nos. of Residential Units - 44, Nos. of Commercial units - Nil)

This Commencement Certificate is valid up to plinth level only. The further order will be given after the plinth is inspected and plinth Completion Certificate is issued.

This Certificate is liable to be revoked by the Corporation if: -

- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the corporation is contravened.

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

2(a) The Applicant shall:-
(a) Give a notice to the Corporation for completion of development work upto plinth level, at least 7 days before the commencement of the further work.

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

2(c) Obtain Occupancy Certificate from the Corporation.

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

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

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

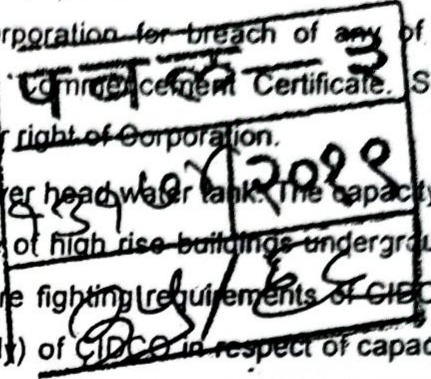


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5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and/or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs 6000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the ~~Commencement Certificate~~. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with underground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings underground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE (Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fire fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No. TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19th July, 1994 for all buildings following additional conditions shall apply.

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

11. As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P. No. 27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply.
The Owners/Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100 % (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.



(Signature)

12 As directed by the Urban Development Deptt. Government of Maharashtra, under Section - 154 of MR & TP Act- 1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings, greater than 300.00 Sq. m. following additional condition of Rain Water Harvesting shall apply.

a) All the layout open spaces/amenities spaces of Housing Society and new construction /reconstruction / additions on plots having area not less than 300.00 Sq. m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed).

Provided that the authority may approve the Rain water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.

b) The owner/society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for potable purposes or recharge of groundwater at all times.

The Authority may impose a levy of not exceeding Rs. 100/- per annum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as required under these byelaws.

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- 1. M/S
- 2. CUC
- 3. EE (KHR/PNL/KLMDRON)
- 4. EE (WS)

Patil
20/11
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopda
Patil

B.Sc., LLB
Advocate, High Court

Plot No. 15, Sector - 11,
CBD Belapur, Navi Mumbai - 400 614
Tel : +91 22 2757 4470
Email : advpravindesai@yahoo.com

Ref: PD/MB/011/15-16

Date: 04th July, 2015

TITLE CERTIFICATE

This is to certify that I have investigated the title of **पबल - ३** a duly registered partnership firm represented through its partners 1. Mr. Sunil Vashdev Motwani and 2. Mr. Ashok Devrao Balkwade having their office at Shop No. 1 and 2, Lotus Residency, Plot No. 54, Sector - 18, Kamotha, Navi Mumbai - 410 209, on the basis of Deeds and Documents produced before me the list of which is given below:

DESCRIPTION OF THE PROPERTY

All that pieces or parcels of lands or ground herediaments bearing Plot No. 89, admeasuring 1049.88 Sq. Mtrs. or thereabout lying, being and situated in Village Vadghar, Node - Karanjade under 12.5% (under Gaothan Expansion Scheme) Scheme, Sector - 2A, Karanjade, Taluka - Panvel, District - Raigad, Navi Mumbai, within the limits of the Registration District - Raigad and Division Panvel, Sub - District and Sub - Registrar - Panvel and bounded as follows:-

On or towards the North by : Plot No. 90, Plot No. 92 and Plot No. 93
On or towards the South by : Plot No. 88, Plot No. 99 and Plot No. 100
On or towards the East by : 11 Mtrs Wide Road
On or towards the West by : Plot No. 97

Hereinafter for sake of brevity and convenience referred to as

DOCUMENTS PRODUCED

1. Allotment letter dated 24th August 2011 issued by the Chief Land Officer, CIDCO Ltd. to 1. Smt. AMBI GANESH PATIL, 2. Shri. Anikush Eknath Mundkar 3. Smt. Anibai Ganpat Mundkar, 4. Shri. Balaram Ganpat Mundkar, 5. Smt. Padibai Ganpat Mundkar having File No. 685 in respect of Plot No. 89, Sector - 2A, Karanjade, Navi Mumbai admeasuring 1049.88 sq. Mtrs.
2. Registered Agreement to Lease dated 14th September 2011 between City and Industrial Development Corporation of Maharashtra Ltd. and 1. Smt. Changuna Dattu Mundkar, 2. Shri. Jitendra Dattu Mundkar, 3. Smt. Sangita Dattu Mundkar, 4. Smt. Sulochana Dattu Mundkar, 5. Smt. Bami Dattu Mundkar, 6. Smt. Kalpana Ambahi Bhoir, 7. Sau Anita Gopal Gowari, 8. Smt. Bayobai Laxman Mundkar, 9. Shri. Ramesh Laxman Mundkar, 10. Shri. Shekhar Laxman Mundkar, 11. Shri. Kamlakar Laxman Mundkar, 12. Smt. Kalibai Eknath Mundkar, 13. Shri. Subhash Eknath Mundkar, 14. Smt. Yamunabai Kamlakar Bhoir, 15. Shri. Vijay Anant Mhatre, 16. Shri. Sanjay Anant Mhatre, 17. Shri. Ambaji Gajanan Mohite, 18. Shri. Namdev Gajanan



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Mohite, 19. Shri. Anant Gajanan Mohite, 20. Smt. Ambi Ganesh Patil, 21. Shri. Ankush Eknath Mundkar, 22. Smt. Anibai Ganpat Mundkar, 23. Shri. Balam Ganpat Mundkar, 24. Smt. Padibai Ganpat Mundkar.

3. Letter dated 12th December 2011 issued by the Manager (City Services - 2) of the City and Industrial Development Corporation of Maharashtra Ltd. to Shri. Ramesh Laxman Mundkar and other 23 granting permission for transfer of Said Plot in favour of M/s. M. B. Builders.

4. Tripartite Agreement dated 19th December 2011 between City and Industrial Development Corporation of Maharashtra Ltd. party of First part, 1. Smt. Changuna Dattu Mundkar, 2. Shri Jitendra Dattu Mundkar, 3. Smt. Sangita Dattu Mundkar, 4. Smt. Sulochana Dattu Mundkar, 5. Smt. Bami Dattu Mundkar, 6. Smt. Kalpana Ambaji Bhoir, 7. Sau Anita Gopal Gowari, 8. Smt. Bayabai Laxman Mundkar, 9. Shri. Ramesh Laxman Mundkar, 10. Shri. Shekhar Laxman Mundkar, 11. Shri. Kamlakar Laxman Mundkar, 12. Smt. Kalibai Eknath Mundkar, 13. Shri. Subhash Eknath Mundkar, 14. Smt. Yaminabai Kamlakar Bhoir, 15. Shri. Vijay Anant Mhatre, 16. Shri. Sanjay Anant Mhatre, 17. Shri. Ambaji Gajanan Mohite, 18. Shri Namdev Gajanan Mohite, 19. Shri. Anant Gajanan Mohite, 20. Smt. Ambi Ganesh Patil, 21. Shri. Ankush Eknath Mundkar, 22. Smt. Anibai Ganpat Mundkar, 23. Shri. Balam Ganpat Mundkar, 24. Smt. Padibai Ganpat Mundkar of Second Part M/s. Builders through its partners 1. Mr. Sunil Vashdev Motwani and 2. Mr. Ashok Devrao Balkwade of Third Part.

5. Letter dated 23rd December 2011 issued by the Manager (City Services - 2) of the City and Industrial Development Corporation of Maharashtra Ltd. M/s. M. B. Builders through partners Mr. Sunil Vashdev Motwani and Other 1 about final transfer of the Said Plot.

6. Letter dated 20th December, 2012 issued by Addl. Town Planning Officer (BP) (Navi Mumbai & Khopata) of CIDCO Ltd. to M/s. M. B. Builders through its partners 1. Mr. Sunil Vashdev Motwani and 2. Mr. Ashok Devrao Balkwade granting Development Permission for Residential Building on the Said Plot.

7. Commencement Certificate dated 20th December, 2012 issued by Addl. Town Planning Officer Navi Mumbai & Khopta of CIDCO Ltd. to M/s. M. B. Builders through its partners 1. Mr. Sunil Vashdev Motwani and 2. Mr. Ashok Devrao Balkwade for Development work on the Said Plot.

8. Search report dated 03rd July, 2015 of Advocate Harish S. Gore showing present title of the said plot.

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३८/६८



B.Sc., LLB
Advocate, High Court

Premises, Plot No. 13, Sector - 11,
CBD Belapur, Navi Mumbai - 400 614

Tel : +91 22 2757 4470

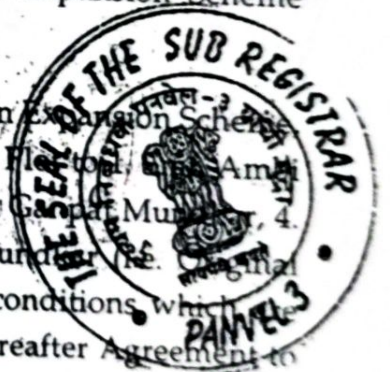
Email : advpravindesai@yahoo.com

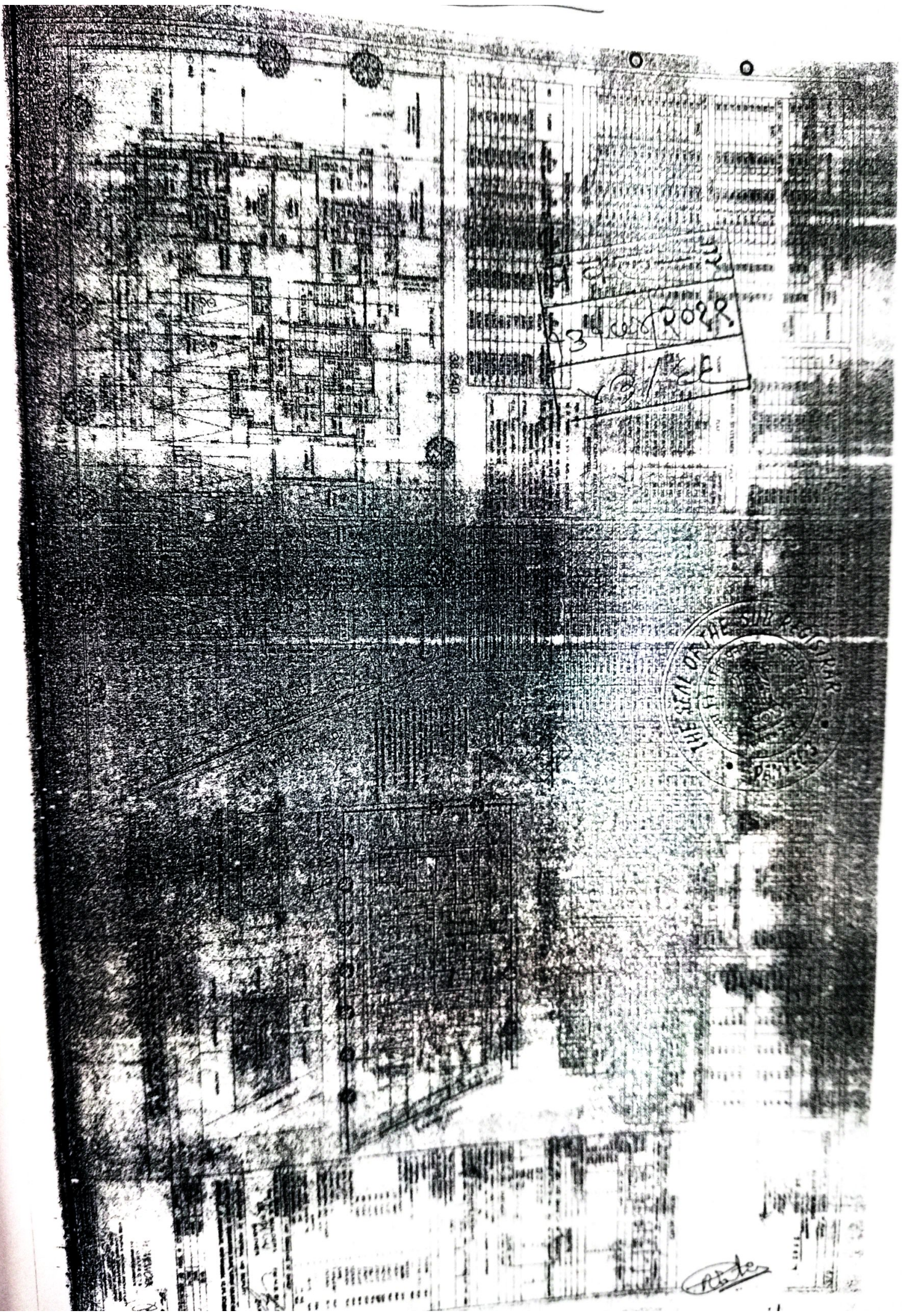
WHEREAS the City And Industrial Development Corporation Of Maharashtra Limited, a company incorporated under the provisions of the Companies Act of 1956 (I of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as 'The Corporation / CIDCO Ltd.') is the New Town Planning and Development Authority declared for the area designated as a site of the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966, hereinafter referred to as the 'Said Act').

प्राप्त
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३२/६६

AND WHEREAS the State Government by exercising powers conferred under The Land Acquisition Act 1894, acquired lands and thereafter vested such acquired lands in the Corporation for Development and disposal purpose. Further the State Government evolved the scheme wherein it has decided to grant developed plot of land that of 12.5 percent of acquired land, to the project affected persons and which was published vide GR. No. LQN / 1985 / 1710 / CR-217 / 85 / New-10, dated 06/03/1990 and CID / 1094 / 2094 / P. No. 287 / NV-10 dated 28/10/1994, which is popularly known as 12.5% Gaothan Expansion Scheme (GES).

AND WHEREAS the CIDCO Ltd. under 12.5% Gaothan Expansion Scheme vide an Allotment Letter dated 24/08/2011, allotted the said Plot to 1. Ganesh Patil, 2. Shri. Ankush Eknath Mundkar 3. Smt. Anibai Ganpat Mundkar, 4. Shri. Balaram Ganpat Mundkar, 5. Smt. Padibai Ganpat Mundkar (Licensee) on Lease for the term of 60 years on terms and conditions which are more particularly mentioned in the said allotment letter. Thereafter Agreement to Lease was entered and executed on 14th September 2011 between the CIDCO Ltd. through Chief Land & Survey Officer Mr. K. B. Phand, being Corporation therein as party of One Part and 1. Smt. Changuna Dattu Mundkar, 2. Shri. Jitendra Dattu Mundkar, 3. Smt. Sangita Dattu Mundkar, 4. Smt. Sulochana Dattu Mundkar, 5. Smt. Bami Dattu Mundkar, 6. Smt. Kalpana Ambahi Bhoir, 7. Sau Anita Gopal Gowari, 8. Smt Bayobai Laxman Mundkar, 9. Shri. Ramesh Laxman Mundkar, 10. Shri. Shekhar Laxman Mundkar, 11. Shri. Kamlakar Laxman Mundkar, 12. Smt. Kalibai Eknath Mundkar, 13. Shri. Subhash Eknath Mundkar, 14. Smt. Yamunabai Kamlakar Bhoir, 15. Shri. Vijay Anant Mhatre, 16. Shri. Sanjay Anant Mhatre, 17. Shri. Ambaji Gajanan Mohite, 18. Shri. Namdev Gajanan Mohite, 19. Shri. Anant Gajanan Mohite, 20. Smt. Ambi Ganesh Patil, 21. Shri. Ankush Eknath Mundkar, 22. Smt. Anibai Ganpat Mundkar, 23. Shri. Balaram Ganpat Mundkar, 24. Smt. Padibai Ganpat Mundkar being the Licensee therein as party of Other Part





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Handwritten signature or initials, possibly 'R. B. de'.

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED



(CIN - U99999 MH 1970 SGC - 014574)

REGD. OFFICE:

NIRMAL, 2nd Floor, Nariman Point,
Mumbai - 400 021.

PHONE : 00-91-22-6650 0900

FAX : 00-91-22-2202 2509

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur,
Navi Mumbai - 400 614.

PHONE: 00-91-22-6791 8100

FAX : 00-91-22-6791 8166

Ref. No.

CIDCO/BP-11196/TPO(NM)/2017 2662

पवल-३

Date: 28 JUL 2017

Unique Code No.	2	0	1	2	0	3	0	2	1	0	2	1	6	9	0	1
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To
M/s. M.B. Builders
Through its Partners Shri. Sunil Vashdev Motwani &
Mr. Ashok Devrao Balkawade,
D-102, Motanagar, Next to Chintamani Plaza,
Andheri Kurla Road,
Chakala, Andheri(E), Mumbai.

SUB:- Occupancy Certificate for Residential Building on Plot No.89, Sector-2A, Karanjade(12.5% Scheme), Navi Mumbai.

- REF:-
- 1) Your architect's online application dated 05/07/2017
 - 2) Extension in time limit issued by AEO(12.5%) vide letter No.CIDCO/Es/12.5%/Karanjade/685/2017/18702, dtd. 18/04/2017
 - 3) Health NOC issued by EE(PNL-I) vide letter No.CIDCO/EE(PNL-I)/2017/1087, dtd. 17/07/2017
 - 4) Fire NOC issued by Chief Fire Officer vide letter No.CIDCO/FIRE/HQ/576/1087, dtd. 17/07/2017
 - 5) DCC NOC issued by EE(PNL-I) Vide letter No.CIDCO/EE(PNL-I)/2017/854, dtd. 09/06/2017
 - 6) No Dues certificate issued by AEO(12.5%) vide letter No.CIDCO/Es/12.5%/Karanjade/685/2017/1219, dtd. 13/07/2017.
 - 7) 100% IDC paid of Rs.10,50,000/- vide (i) Receipt No.9492, dtd.14/12/2012, Amount of Rs.5,25,000/- (ii) Receipt No.17091, dtd. 24/07/2017, Amount of Rs.5,25,000/-

Dear Sir,

Please find enclosed herewith the necessary Occupancy Certificate for Residential Building on above mentioned plot along with 'As built drawings' duly approved.

You shall carry out Structural Audit of this development from Structural Engineer after 3 years from the date of Occupancy Certificate granted and submit the copy of structural audit to Estate Section, CIDCO for their record. However, if the said premise is to be transferred to the Register society, the above Terms & Conditions shall be incorporated in the Conveyance Deed and the society members shall be made aware of the same Terms & Conditions at the time of execution of Conveyance Deed.

The Developers / Builders shall take a note that, you have submitted 'As built drawings' regarding changes made at site. Hence as per condition mentioned in Commencement Certificate, your Security deposit has been forfeited.

As per Fire Prevention & Life Safety Act- 2006, submit bi-annual certificate to Fire Department of CIDCO, upon checking in-built Fire protection system of the project form Licensed Agency.

You have to pay the necessary charges due to GST if applicable in future as per CIDCO policy and as informed to you in writing, and if not paid the permission granted will be revoked.

Since, you have paid 100% IDC of of Rs.10,50,000/- vide (i) Receipt No.9492, dtd.14/12/2012, Amount of Rs.5,25,000/-, (ii) Receipt No.17091, dtd. 24/07/2017, Amount of Rs.5,25,000/- you may approach to the Office of Executive Engineer (W/S) to get the water supply connection to your plot.

Thanking you.

Yours faithfully,

(Mithilesh J. Patil)
Associate Planner (BP)





CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

(CIN - U99999 MH 1970 SGC - 014574)

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Date : 28 JUL 2017

CIDCO/BP-11196/TPO(NM)/2017 2662 1

Unique Code No. 2 0 1 2 0 3 0 2 1 0 2 2 1 6 9 0 1

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931022099
25/66

OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building (Gr + 07 Floors) [(Residential BUA = 1573.80 Sq.mtrs.), (Total BUA = 1573.80 Sq.mtrs), Residential Units = 44 (Forty Four Nos.)] on Plot No.89, Sector-2A at Karanjade(12.5% Scheme), Navi Mumbai completed under the supervision of Architect M/s. Homework has been inspected on 14/07/2017 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 20/12/2012 and that the development is fit for the use for which it has been carried out.

You have to pay the necessary charges due to GST if applicable in future as per the provisions of the law and as informed to you in writing, and if not paid the permission granted will be voided.



C.C.10 M/s. Homework,
A-103, Trishul, Sindhi Society,
Chembur-Mumbai 400 071

Mithlesh J. Patil
(Mithlesh J. Patil)
Associate Planner (BP)



21/08/2019 21:09 PM

दस्त गोषवारा भाग-2

पबल 3
दस्त क्रमांक: 13174/2019

दस्त क्रमांक: पबल 3 13174/2019

दस्ताचा प्रकार

अनु क्र.	पक्षकाराचा नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: श्वेता आशिष शाह पत्ता: प्लॉट नं. 102, अमृत नदी, नवी मुंबई, ब्लॉक नं. 2, रोड नं. 1, नवी मुंबई, (००). पॅन नंबर: AYAPR9945R	लिहून घेणार वय: -33 स्वाक्षरी:		
2	नाव: श्वेता आशिष शाह पत्ता: प्लॉट नं. 102, अमृत नदी, नवी मुंबई, ब्लॉक नं. 2, रोड नं. 1, नवी मुंबई, (००). पॅन नंबर: AARPO5102C	लिहून घेणार वय: -31 स्वाक्षरी:		
3	नाव: मे. एम. वी. बिल्डर्स तर्फे भागीदार मोटवानी - - पत्ता: प्लॉट नं. - , माळा नं. - , इमारतीचे मालकी क्रमांक - 1 व 2, लोटस रेसिडन्सी, प्लॉट नं. 54, नवी मुंबई, ब्लॉक नं. - , रोड नं. - , नवी मुंबई, (००). पॅन नंबर: AARFM1702A	लिहून घेणार वय: -50 स्वाक्षरी:		
4	नाव: मे. एम. वी. बिल्डर्स तर्फे भागीदार बलकवडे - - पत्ता: प्लॉट नं. - , माळा नं. - , इमारतीचे मालकी क्रमांक - 1 व 2, लोटस रेसिडन्सी, प्लॉट नं. 54, नवी मुंबई, ब्लॉक नं. - , रोड नं. - , नवी मुंबई, (००). पॅन नंबर: AARFM1702A	लिहून घेणार वय: -51 स्वाक्षरी:		

वरील दस्तऐवज करून देणार तथाकथीत कराराने घेण्यात येऊन देण्याचे कबूल करतात.
शिक्का क्र.3 ची वेळ: 21 / 08 / 2019 02 : 09 : 23 PM

ओळख:-

खात्कील डमम अमे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्यांच्याकडून ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: संदेश शाम व्यापारी - - वय: 34 पत्ता: से-9, नेरूळ, नवी मुंबई पिन कोड: 400706	स्वाक्षरी:		
2	नाव: संदेश गौतम ओव्हाळ - - वय: 36 पत्ता: से-19, तळोजा पिन कोड: 410208	स्वाक्षरी:		

शिक्का क्र.4 ची वेळ: 21 / 08 / 2019 02 : 10 : 10 PM

शिक्का क्र.5 ची वेळ: 21 / 08 / 2019 02 : 10 : 47 PM नोंदणी पुस्तक 1 मध्ये

Sub Registrar Panel 3

