

WEDNESDAY, NOVEMBER 08, 2006

Wednesday, November 08, 2006

1:07:09 PM

पावती

Original

नोंदणी 39 न.

Regn. 39 M

गावाचे नाव धनसोती

पावती क्र. : 5458

दिनांक 08/11/2006

दस्तऐवजाचा अनुक्रमांक

टनन8 - 05267 - 2006

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: श्री. श्रीनिवास उत्तम गरवारे - -

नोंदणी फी

:-

5260.00

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

:-

260.00

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

एकूण रु.

5520.00

आपणास हा दस्त अंदाजे 1:21PM ह्या वेळेस मिळेल

*G. S. Gande*

दय्यम निबंधक

सह. दय्यम निबंधक

बाजार मूल्य: 0 रु.

मोबदला: 525329 रु.

भरलेले मुद्रांक शुल्क: 8900 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: डी 9; रक्कम: 5260 रु.; दिनांक: 08/11/2006

Asstt. Marketing Officer(Mktg.III)  
CIDCO LTD.

*G. S. Gande*

8 / 20001921

# CIDCO

WE MAKE CITIES

City and Industrial Development Corporation of Maharashtra Ltd.

Marketing Manager-III  
CIDCO Bhawan,  
CBD Belapur,  
Navi Mumbai,  
Pin: 400614  
Tel: 55918171

Reference No: 20001921/90002779  
Customer No: 10463

Date: 14.07.2004

To,  
Mr. Srinivas Uttam Garware  
15/49, Century mills quarters  
P.B. Marg, Near Durdarshan  
Warali  
MUMBAI-400025

Sub: Allotment of Apartment in our "Gharonda-2." Housing scheme in sector 9, Ghansoli, Navi Mumbai.

Dear Sir/Madam,

With reference to your application No.1634, we are thankful to you for booking an Apartment in our "Gharonda-2." Housing Scheme in sector 9, Ghansoli, Navi Mumbai. We are pleased to allot you the apartment mentioned below as per your choice under the terms and conditions mentioned herein and the Annexure overleaf.

#### A. DETAILS OF APARTMENT ALLOTTED

Tenement Alloted	Building No.	Floor No.	Flat No.	(Area in SQF) Flat	Terrace
B-GHA-G2-D2-1-103	D2	01	103	536.050	

Rate of Flat/SQF: 980.00

#### B. DETAILS OF PARKING SPACE

Parking Space Alloted :  
Description :

#### C. PRICE

Price-Parking Space (Rs)	Price-Terraces (Rs)	Sales Price of Tenement (Rs)	Amount Paid (Demand Regi + EMD) (Rs)	Balance Amount (Rs)
0.00	0.00	525,329.00	40,000.00	485,329.00



*Handwritten initials*

Page No: 1 of 4

Asstt. Marketing Officer (Mktg. III)  
CIDCO LTD.

*Handwritten signature*



City and Industrial Development Corporation of Maharashtra Ltd.

Marketing Manager-III  
CIDCO Bhawan,  
CBD Belapur,  
Navi Mumbai,  
Pin:400614  
Tel:55918171

Reference No: 20001921/90002779

**D. PAYMENT SCHEDULE**

Installment No	Amount in Rs.	Due Date
01.	80,891.00	15.09.2004
02.	80,891.00	10.11.2004
03.	80,891.00	09.02.2005
04.	80,891.00	11.05.2005 ✓
05.	80,891.00	10.08.2005
06.	80,874.00	09.11.2005

\* Payments to be made on next working day if due date for installment is a holiday.


**E. MISCELLANEOUS CHARGES (Rs)**

1.Share money	:	200.00
2.Documentation Charges	:	500.00
3.Water Connection Charges	:	8,500.00
4.Power Supply Network Development Charges	:	11,954.00
5.Lock Recovery Charges	:	0.00
6.Charges M & R (Fixed)	:	2,500.00
7.Charges M & R (Area Based)	:	0.00
8.Gas Connection Charges	:	0.00
9.Water Distribution Betterment Charges	:	0.00
10.Power Connection Charges	:	0.00
11.Other Misc.Charges	:	0.00
12.Deposit M & R (Fixed)	:	0.00
13.Deposit M & R (Area Based)	:	0.00
<b>Total Miscellaneous Charges</b>	:	<b>23,654.00</b>

Note:  
1.The amount of miscellaneous charges should be paid by separate Demand Draft/Pay order along with the last installment.  
2.Variation in area & price if any shall be acceptable to you.  
3.Other terms and conditions of allotment are as per attached annexure.  
4.Please always quote the reference number for all your future transactions.

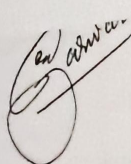
We thank you and look forward to a long lasting relationship with you.

Yours faithfully,

  
Marketing Manager-III

Page No. 2 of 4

Asstt. Marketing Officer(Mktg.III)  
CIDCO LTD.



Reference No: 20001921/90002179

ANNEXURE

1. Sale Price may be enhanced upto 10%.
2. Mode of Payment:  
The payment should be made by Demand Draft / Pay Order / Cheque payable at Navi Mumbai / Mumbai drawn in favour of CIDCO Ltd. The payment will be accepted at CIDCO Bhawan, Ground Floor Cash Counter from Monday to Friday (excluding Public Holidays) during 10.00 am to 1.00 pm and 2.00 pm to 4.30 pm only. Observance of payment schedule is considered to be essence of the contract and failure to observe the same shall render the offer revocable without future notice. In case of genuine hardship, extension of time for payment will be considered at the discretion of the Management subject to payment of Delayed Payment Charges (DPC) at the prevailing rates.
3. Fulfilling of Eligibility Conditions:  
Applicant shall submit (if not submitted earlier) affidavit duly notarized in the form available in Scheme Booklet in support of 15 years continuous stay in Maharashtra or either he/she shall submit Domicile Certificate / School Leaving Certificate / Ration Card / Employment Certificate etc.
4. Mode of Disposal of Tenement:  
The Tenement will be sold on "Outright Purchase Basis" only. A Co-operative society of buyers is required to be formed and registered by the buyers at their own cost. NOC for registration of Society will be issued by the Corporation.
5. We have to inform you that if you fail to pay agreed sale price or if you fail to execute the agreement and take over the possession of the tenement within the time prescribed in the payment schedule or if you fail to produce the necessary documents about your eligibility under the Scheme, our Corporation will be constrained to cancel the allotment and allot this tenement to another person. Under such circumstances no representation from you will be entertained by our Corporation. In case of cancellation of allotment or withdrawal from the scheme, the registration charges/Booking Amount (EMD) paid at the time of allotment and 25% of the House price and DPC accrued will be deducted and rest of the amount will be refunded without interest to the applicant after submission of original Allotment Letter, Original receipts and original No Objection Certificate for mortgage to CIDCO.



Page No: 3 of 4



# CIDCO

WE MAKE CITIES

City and Industrial Development  
Corporation of Maharashtra Ltd.

Marketing Manager-III  
CIDCO Bhawan,  
CBD Belapur,  
Navi Mumbai,  
Pin: 400614  
Tel: 55918171

**6. Execution of Agreement to Sale:**

Agreement to sale will be executed between the corporation and you and thereupon possession of the tenement will be handed over to you. You will have to execute the Agreement to Sale in the standard form and take the possession of the tenement within 15 days from the date of acceptance of the final installment of sale price and payment towards Miscellaneous Charges by our Corporation.

**7. Mortgage of Tenement to Financial Institutes:**

We have no objection to mortgage allotted tenement under construction to the Financial Institution at any time for the purpose of releasing Housing Loan. The financial institute shall be from CIDCO Approved List.

8. You will have to pay stamp duty as per the provision of the Bombay Stamp Act, 1958.

9. You will have to take Electric connection in the tenement by applying to MSEB and will have to pay deposits, other charges and bills for electric supply.

10. Maintenance of the water meter and water supply line within the condominium is the collective responsibility of all the allottees within the condominium. Allottees will have to pay water charges to the appropriate authority separately.

11. All the terms and conditions given in the Scheme Booklet are applicable for this allotment letter.

12. The due date for last installment is the date indicated hereby in this Letter of Allotment unless and otherwise changed by further communication to you.

13. If any installment payment is delayed by 90 days, the booking of the tenement is likely to be cancelled without any further notice to you.

14. The built up areas in the Scheme Booklet are chargeable at the rates given according to the floor and if there is marginal change in the overall built up area of the tenement same will be communicated in due course of time. The marginal changes in area will not be charged.



*[Signature]*  
Marketing Manager (III)

Page No: 4 of 4

Asstt. Marketing Officer (Mktg. III)

CIDCO LTD.

*[Signature]*

## RECEIPT

Receipt No. 1400001489/2006

Circle: Marketing Main

Date: 30.06.2006

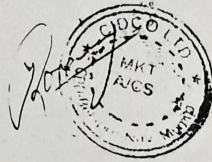
Received with thanks from Mr. Srinivas Uttam Garware  
(your account No. with us 10463) an amount of Rs. 23,654.00  
(Rs. Twenty Three Thousand Six Hundred Fifty Four Only) vide  
cash/Cheque/DD No. 070823 dt. 29.06.06 drawn on Janata Sahakari  
Bank Ltd, PUNE. Mumbai towards following

Docu.No.	Due Date.	Amount Due	Amount Paid
90010864	30.06.2006	23,654.00	23,654.00

Sr. Sales Order No. Invoice Reference	Property Code Property Description
1) 90010864	20001921 Ghansoli Gharonda Ph-II House
	B-GHA-G2-D2-1-103

Subject to realisation of cheque

For CIDCO Ltd.



Printed On: 30.06.2006

CIDCO BHAVAN, CBD Belapur, Navi Mumbai - 400614

Asstt. Marketing Officer (Mktg. III)

*(Handwritten signature)*



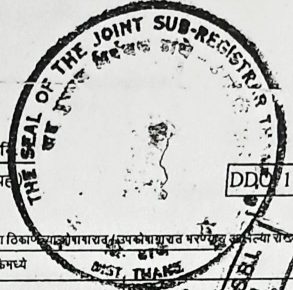
गावाचे नाव : घनसोली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी तेव्हा की पट्टेदार ते नमूद करावे) मोबदला रु. 525,329.00  
बा.भा. रु. 0.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: सदनिका नं. 103, बिल्डिंग नं. डी -2, से. 9, धरोदा, घनसोली, नवी मुंबई.
- (3) क्षेत्रफळ (1) 536.050 चौ.फुट
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) सिडको बॉर्ड - असिस्टंट मार्केटिंग ऑफिसर श्री. वि.जे. के. जोसेफ - : घर/प्लॉट नं. : गल्ली/रस्ता : : ईमारतीचे नाव : : ईमारत नं. : पेठ/वसाहत : : शहर/गाव : : तालुका : : पिन : : पॅन नम्बर :
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) श्री. श्रीनिवास कुचुम धारवाडे - घर/प्लॉट नं. : गल्ली/रस्ता : : ईमारतीचे नाव : : ईमारत नं. : पेठ/वसाहत : : शहर/गाव : : से. 9, धरोदा : तालुका : घनसोली, नवी मुंबई, पिन : : पॅन नम्बर : AECPC7239M.
- (7) दिनांक करून दिल्याचा 21/08/2006
- (8) नोंदणीचा 08/11/2006
- (9) अनुक्रमांक, खंड व पृष्ठ 5267 /2006
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 8875.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 5260.00
- (12) शेर

*Bhande*  
मह. दुय्यम निबंधक, ठाणे

Cash/DD/Cheque No. \_\_\_\_\_  
 Drawn on BANK \_\_\_\_\_  
 Rs. \_\_\_\_\_  
 FRANKING NO. 30167  
 30115  
 Officer

(Customer Copy)  
 Deposit Br./D.A./R \_\_\_\_\_  
 Pay to Janata Sahakari Bank Ltd., Dadar  
 Ac Stamp Duty \_\_\_\_\_  
 Date: 12/8/06  
 Franking Value (Stamp Duty) Rs. 9000/-  
 Service Charges Rs. \_\_\_\_\_  
 Total Rs. 9000/-  
 Name of Stamp duty paying party: Ganesh S.V.  
 (Signature)



ये. का. मु. - २०,००,०००-१०-२००३-पीएफिवि (बाय) ७२० (निळ)  
 नोंदणी महामिरीक्षक व मुद्रांक नियंत्रक,  
 कार्यालय :  
 च. क.

नमुना म. को. नि. (नियम ११२ पर) च. क. क्रमांक  
 राष्ट्रीय स्टॅम्प ड्यूटी अधिनियम, १९९२  
 भारतीय स्टॅम्प अधिनियम, १९९२  
 DD 01075

भरणा करणाऱ्याने भरवयाचे	विभागीय अधिकऱ्याने किंवा कोषागाराने भरवयाचे	भारतीय स्टॅम्प अधिनियम १९९२
जिच्याबद्दीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नांव / पदनाम आणि पत्ता <u>स्त्रिनिवास उत्तम गारवारे</u> <u>D2/103, धरोदा सेक्टर - E</u> <u>व. धरणसोही नवी मुंबई</u> <u>पिन - ४००००९</u>	लेखाचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी	रक्कम मिळाली आहे रूपये (आकृतीत) _____ रूपये (अक्षरेत) _____
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश दस्तावेज नोंदणी फी	गोपनीय : १०४ दस्तऐवजच्या नोंदणीसाठी फी सर्वसाधारण वमुली. संगणक सकेतांक	कोषापाल : लेखापाल : दिनांक
भरणा केलेली रक्कम रूपये <u>५२६०/-</u>	० 0 3 0 0 1 5 2 0 0 बरोबर आहे, पैसे स्वीकारावे व पावती द्यावी.	कोषागार / उपकोषागार अधिकारी / बँकेचा व्यवस्थापक दिनांक
(अक्षरी) रूपये <u>पाच हजार दोनशे</u> <u>आठ मात्र</u>	भरणा करणाऱ्याची स्वाक्षरी दिनांक <u>0-9-06</u>	

५ नं - ८  
 ५२६० १९ - ९३  
 २००६

Asstt. Marketing Officer (Mktg. III)  
 CIDCO LTD.

(Signature)



**CIDCO**

WE MAKE CITIES

City and Industrial Development Corporation of Maharashtra Ltd.

Marketing Manager - III  
CIDCO Bhawan,  
CBD Belapur,  
Navi Mumbai,  
Pin: 400014  
Tel: 27571819


TAKING OVER POSSESSION BY THE ALLOTTEE

Ref No: 20001921/80008671/B-GHA-G2-D2-1-103

Date: 2/8/06

Flat No: 103, Floor No: 01, Building No: D2, Gharonda-2. Scheme, Sector No: 9 at Ghansoli along with parking No.-.

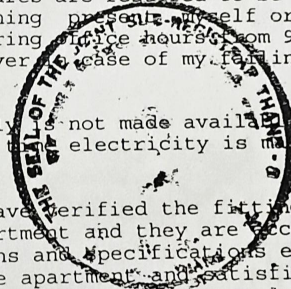
- 1. Date of allotment : 14.07.2004
- 2. Name of Purchaser : Mr. Srinivas Uttam Garware,
- 3. Date of execution of Agreement : 2/8/06

  
Marketing Manager - III

POSSESSION RECEIPT

I hereby certify that I have taken over possession of the Flat No: 103, Floor No: 01, Building No: D2, Gharonda-2. (Scheme), Sector No: 9 at Ghansoli along with Parking No.-.

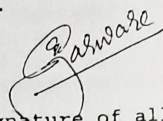
on this day of August 21<sup>st</sup>, 2006 after proper inspection of the fittings and fixtures provided therein. The points noted in a separate form provided for fittings and fixtures are required to be attended to by CIDCO for which I am remaining present myself or through my representative in the apartment during office hours from 9-30 a.m. to 5-30 p.m. I have no claim whatsoever in case of my failing to remain present during the above period.



I am aware that the power supply is not made available as yet for which I am ready to wait till such time electricity is made available by the MSEB.

Before taking over possession, I have verified the fittings, fixtures and amenities in the above apartment and they are according to the items listed and according to plans and specifications enclosed with the agreement. I have inspected the apartment and satisfied myself. I accept the above said apartment and have no complaint of any nature whatsoever and I would not claim another apartment from CIDCO later on.

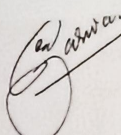
Received Lock No. C-0-40 with duplicate key.

  
(Signature of allottee)

- Copy to: i) Maharashtra State Electricity Board
- ii) Water Supply Department (CIDCO/NMDC)

६ नं -
५२६०/१०-१३
२००६

Asstt. Marketing Officer (Mktg. III)  
CIDCO LTD.



8365  
S260/RP

1323  
State Savings Bank Ltd. Pune District  
Bandra Branch Building S.K. State Road  
Dadar Branch, Mumbai.  
D-58737/MCR-1916/14/MS/4484  
For JANATA BANK LTD. PUNE  
Dadar Branch, Mumbai.

Authorized Signatory

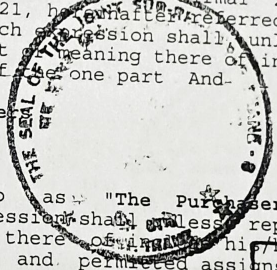
MO... TO  
Janata Sahukari  
Bank Ltd.  
Dadar

INDIA  
30168  
103404  
R-00089001  
Stamp Duty  
Special  
17/2006

### AGREEMENT TO SALE

Ref. Sales Order/Scheme : 20001921/Gharonda-2.  
Customer/Property No : 10463/B-GHA-G2-D2-1-10

THIS AGREEMENT made at C.B.D. Belapur, Navi Mumbai, this 21st AUGUST TWO THOUSAND SIX between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, A Company incorporated under the Companies Act, 1956, having its registered office at "Nirmal" 2nd floor, Nariman Point, Mumbai-400021, hereinafter referred to as "The Corporation" ( which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns ) of the one part And Mr. Srinivas Uttam Garware 15/49, Century mills quarter P.B. Marg, Near Durdarshan Warali MUMBAI-400025 HEREINAFTER REFERRED to as "The Purchaser" Indian inhabitant ( which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators and permitted assigns ) of the other part :



4220 12-23  
2006

#### WHEREAS

1. The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Subsections (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 MRTP Act..)
2. The State Government has pursuant to Section 113(A) of the MRTP Act, is acquiring lands described therein and vesting such lands in the Corporation for development and disposal.
3. The Corporation has constructed on one of such lands building of GROUND and 03 upper floors such building comprising of flats and being designated as D2 type of

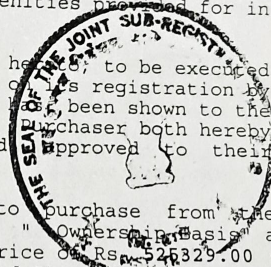
Asstt. Marketing Officer(Mktg.III)  
CIDCO LTD.

*Signature*



building in Gharonda-2. housing Scheme.

4. The purchaser has before applying to the corporation for purchase of the flat in the said building made requisition for inspection from the corporation and the Corporation has given inspection to purchaser of the original building plans and its specifications which the Purchaser both hereby confirm and which has been duly approved by the corporation.
5. The Certificate of title and Deeds as disclosed by the Corporation pertaining to the said land has been inspected by the purchaser.
6. The Corporation has decided that the said flat should be sold on what is known as "Ownership Basis" with the Condition that allottees of the flat in the said buildings shall promote and register the Co-op. Society under Maharashtra Co-op. Societies Act 1960, after making payment by them in full to the Corporation of the respective sale prices of the flats agreed to be sold to them and all other money payable by them under their respective agreements for sale with the corporation and that the Corporation would thereafter grant such Co-Op Housing Society a lease of land on which the said building is constructed together with the said land and more particularly described in the Schedule hereunder written for a period of Sixty years on the nominal rent of One Hundred rupees per year.
7. The Corporation has disclosed to the purchaser the nature of fixtures, fittings and amenities provided for in the said building.
8. A draft of the Lease Deed annexed hereto to be executed with the said Co-Op Housing Society, and its registration by the allottee of the said flat, has been shown to the Purchaser for inspection and the Purchaser both hereby confirm to have inspected and approved to their satisfaction.
9. The Purchaser has agreed to purchase from the Corporation on what is known as "Ownership Basis" a apartment no D2 /103 for the total price of Rs. 52,83,29.00 ( Rupees Five Lacs Twenty Five Thousand Three Hundred Twenty Nine only) upon the subject to the terms and conditions hereinafter contained and also upon subject to the terms and conditions of the Lease of the said land and building to be granted by the Corporation to the Co-op Housing Society as aforesaid.

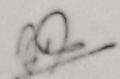


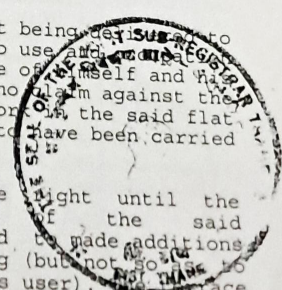
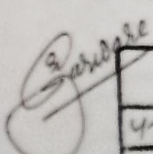
Asst. Mktg. Officer (Mktg-III)

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows :

1. The purchaser has prior to the execution of this agreement satisfied himself about the title of the Corporation to the said land and the Purchaser shall not be entitled further to investigate the title of the Corporation to the said land and no requisition or objection shall be made or raised by the purchaser on any issue relating thereto and arising therefrom.
2. The Corporation agrees to sell and the Purchaser agrees to purchase flat no 103 in building No D2 on 1st Floor in the said building ( hereafter referred as "the flat") admeasuring 536.050 SQF or thereabouts as per the plan and specifications seen and approved by him copy whereof is hereto annexed marked "Annexure A" at or for the price of Rs 525329.00 ( Rupees Five Lacs Twenty Five Thousand Three Hundred Twenty Nine only) which shall be paid by the purchaser before the execution of of this agreement which the purchaser has paid, the receipt of whereof the Corporation both hereby acknowledged.
3. Without prejudice to other rights of the Corporation under this Agreement and/or law, the time being in force Purchaser shall be liable to pay to the Corporation interest at the rate of 12% per annum for first 90 days & 16% per annum for the period beyond 90 days for all amounts becoming due and payable by the purchaser.
4. Possession of the said flat shall be delivered to the Purchaser on the date of the execution of this Agreement. The Purchaser hereby confirms to have received the possession of the said flat.
5. Upon possession of the said flat being delivered to the Purchaser, he shall be entitled to use and occupy the said flat for the residence of himself and his family and he shall thereafter have no claim against the Corporation in respect of any item of work on the said flat, or building which may be alleged not to have been carried out or completed.
6. The Corporation shall have the right until the execution of the Lease in favour of the said Co-operative Housing Society when formed to make additions or alterations to the said building (but not so as to adversely affect the said flat or its user). The terrace of the top floor of the building thereof shall, until the transfer of the property to the Co-operative Housing Society as aforesaid, always be the property of the Corporation, and this Agreement and all other Agreements for sale with the other Purchaser of flats in the said building shall be subject to the aforesaid rights of the Corporation which shall be entitled to use the terrace including the parapet walls for any purpose and the purchaser shall not be entitled to raise any objection on the ground of inconvenience, nuisance or any other ground whatsoever.
7. The purchaser shall have no claim to any portion of

  
Asst. Mktg. Officer (Mktg-III)

  
  
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said land and building save and except in respect of the said flat nor shall be have claim of right of any nature whatsoever on any open space, lobbies, staircases, common terraces, which will remain the property of the Corporation until the said land and building are absolutely transferred to the said Co-Op Housing Society when formed, but subject to the right of the Corporation as-mentioned in clause 6 hereof.

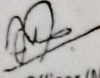
8. The Purchaser shall be liable to bear and pay his proportionate share of all property taxes and charges for electricity meter and other service and all other outgoings and his share in common expenses payable in respect of the said flat and referred to in "clause 9" hereof.

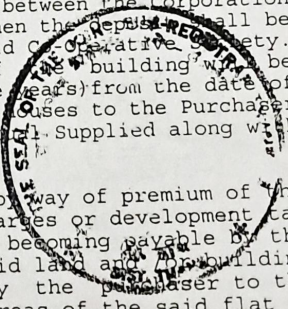
9. The purchaser agrees and binds himself to pay regularly every month, by the fifth of each month to the Corporation, until the lease has been executed by the Corporation in favour of the Co-Op Society and thereafter to the Co-Op Society his proportionate share that may be specified by the Corporation and/or Co-Op Society of (a) Insurance premium (b) All service charges, Municipal/Govt. Taxes and other rates, charges, taxes, outgoings that may be due from time to time to be levied against the land and/or building, including water taxes and water charges (c) out goings for the maintenance, repair and management of the said building, open areas, compound walls, common facilities services and utilities and other outgoings and collection charges incurred in connection with the said flat and /or the said building and also his proportionate share of the ground rent payable to the Corporation. The purchaser shall deposit and keep deposited with the Corporation, "Maintenance Deposit. before taking possession of the aforesaid flat as deposit towards the aforesaid expenses and outgoings. The said sum shall not carry any interest and will remain with the corporation until the said Lease is executed between the Corporation and the Co-Operative Society and then the same shall be transferred and paid over to the said Co-Operative Society.

The Maintenance and Repairs of the building shall be carried out for the 3 years (three years) from the date of 1st taking over Possession of the flat by the Purchaser by the Corporation as per M & R Manual. Supplied along with Possession Letter.

10. In the event of any amount by way of premium of the State Government or betterment charges or development tax or payment of a similar nature becoming payable by the Corporation in respect of the said land and building the same shall be reimbursed by the purchaser to the corporation in proportion of the areas of the said flat to the total areas of all flats and in determining such amount the decision of the corporation shall be conclusive & binding upon the purchaser.

11. (a) The Purchaser shall obtain electricity connection after completion of necessary formalities. The Purchaser shall pay to the Maharashtra State Electricity Board connection charges and electric energy charges for the electricity consumed in respect of the said flat as recorded by the meter separately attached to the said flat.

  
Asst. Mktg. Officer (Mktg-III)



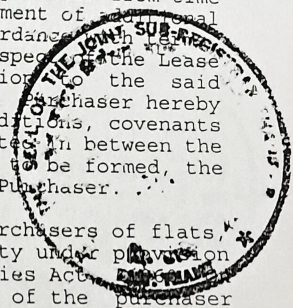
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(b) The Purchaser shall make if necessary an application to the concerned authority after completion of necessary formalities. The Purchase shall pay to the said Corporation water charges as may be apportioned and determined in respect of the said flat by the Corporation. The Purchaser agrees and declares that such apportionment or determination of water charges by the Corporation shall be final and conclusive and binding on him.

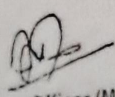
12. on delivery of the possession of the said flat, the Purchaser shall insure and keep insured the said flat against loss or damage by fire for such value as may be required by the Corporation in joint names of the Corporation and Purchaser with such Insurance Company as the Corporation shall determine and whenever is required to procure the corporation the policy or policies of such Insurance and Receipt of the payments of the last premium for the same and in the event, of the said flat being damaged or destroyed by fire, as soon as reasonability practicable, lay out the insurance money in the repair, re-building or reinstatement of the said flat.

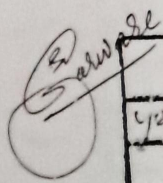
13. The Purchaser shall not without the previous permission in writing of the Corporation, let, sub-let, sell, transfer, assign or part with his interest in or beneficiary of this Agreement by way of sale, Gift, Lease or in any other manner in favour of any person or persons or part with the possession. The Corporation may grant such permission to the purchaser subject to such terms and conditions as may be specified by the Corporation from time to time including the condition for payment of a special price (transfer charges) and in accordance with the Lease conditions, covenants contained in respect of the Lease Deed to be granted by the Corporation to the said Company/Co.-op. Housing Society. The Purchaser hereby agrees to observe all the terms, conditions, covenants contained in the Lease Deed to be executed between the Corporation and the Co-Op Society to be formed, the draft of which has been inspected by the Purchaser.



14. The Purchaser along with other Purchasers of flats, shall join in forming Housing Society under provision of the Maharashtra Co-op. Housing Societies Act, 1960, the registration of the Society the right of the purchaser of the flat under this agreement shall be recognised and regulated under the memorandum of the Co-op. Housing Societies. The Purchaser hereby agrees and further undertakes that he will join and co-operate with the owners of the other flats in the said building and the co-operative with the owners of the other flat in the said building and the Co-op. Housing Societies getting it duly registered under the Maharashtra Co-op. Societies Act, 1960, for that purpose, will from time to time sign and execute all applications and other papers and documents as may be required for the formation and registration of the Society.

15. The Purchaser shall sign all papers and documents and all other acts and things as the Corporation may require him to do or obtain to do from time to time for safeguarding the interest of the Corporation and the

  
Asst. Mktg. Officer (Mktg-III)



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purchasers of the flat in the said building .

16. The Corporation agrees and binds itself that on the purchasers of all the flats paying in full their respective dues payable to the Corporation and complies with all the terms and conditions of their respective Agreement with the Corporation and after the / Co-op. Housing Societies is registered, the Corporation will execute in favour of the Society a lease of the said land and building for a term of sixty years at a nominal rent of Rupees One hundred per annum, as per draft annexed with the Scheme brochure read and approved by the Purchaser.

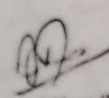
17. The Purchaser shall keep the said flat Space and all walls, partition walls, drain pipes and appurtenances thereto in good habitable and carry on repair and to upkeep condition and in particular so as to support, shelter and protect and parts of the building other than his flat and shall not make any structural additions or alterations to the said that or any part thereof without prior permission of the Corporation in writing.

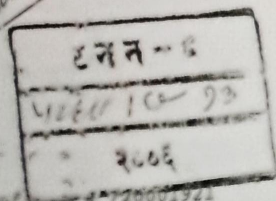
18. Nothing contained in this Agreement shall be construed or intended or deemed to be a grant, demise or assignment in law of the said flat to the Purchaser so as to create or confer in favour of or upon the Purchaser of any interest of property in the said land or the said flat.  
a) The Purchaser shall not appoint any person as his/her agent by power of attorney or otherwise for the purpose of this Agreement except his/her spouse, father mother, bother, sister or major child.

19. The Purchaser shall from the date of possession maintain at his own cost the said flat in good habitable repair and condition and shall not do or suffer to be done anything in or to the said flat which may be against the rules of by law of Corporation or Municipal or local or any other Public body authority is in force or which may be destructive of or injurious to the said flat or be a nuisance or annoyance to the inhabitants/residents of the same neighborhood nor shall Purchaser effect any additions, alterations in or to the said flat or any part thereof.

20. If the Purchaser commits breach of any of the terms, conditions and stipulation of this Agreement, the Corporation shall issue the show cause notice for the clarification and on not finding the satisfactory reply by the Purchaser, the Corporation shall be at liberty to determine this Agreement by giving 30 days notice to the Purchaser. On the expiry of such notice, the corporation shall re-enter on the said flats or any part thereof and to quietly possess and enjoy the said flat free from any right, claim or interest of the Purchaser and without any interruption or disturbance whatsoever by the Purchaser but without prejudice to the Corporations any other rights in respect of such breach or breaches

21. On the expiry of the notice referred to in

  
Asst. Mktg. Officer (Mktg-III)





the foregoing clause, this Agreement shall stand determined. Upon the determination of the Agreement for any reason whatsoever, all the installments paid by the Purchaser till then including the initial payments made by him as stated herein before shall be appropriated by the Corporation as compensation for use and occupation of the said flat by the Purchaser till the date of such determination and, the Purchaser shall not then be entitled to claim refund of the said amount or any portion thereof.

22. Any delay of indulgence by the Corporation in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Corporation any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Corporation.

23. The Purchaser shall bear and pay the stamp duty registration charges in respect of this Agreement and its duplicate, and also the cost of the attorneys of the Corporation of and incidental to the preparation of this Agreement.

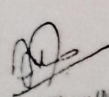
24. All costs, charges and expenses in connection with registration of the Co-Op Housing Society as well as costs of preparing, engrossing, stamping and registering and Deed of Lease or any other document or documents required to be executed by the Co-op. Housing Society of the Purchasers of the flat, in the said Building, shall as the costs of the Attorneys of the Corporation and incidental to the preparing and approving all such documents shall be borne and paid proportionately by the Purchasers of the flats in the said Building.

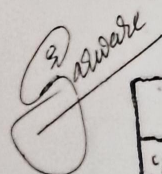
25. All notices or communications to be served on the Purchaser, as contemplated by this Agreement or otherwise shall be deemed to have been duly served on the Purchaser if sent to him by prepaid post under Certificate of Posting at the address of the said flat of his last known address.

26. The Purchaser has agreed not to damage the wall in any manner by or making opening by any other menace or recesses for concealing any service as the walls are load bearing structural member.

27. The purchaser has agreed not to damage the flooring by any means to safeguard the concealed electrical services passing below flooring if any

28. The FSI is fully consumed as per the plot area concerned. The said FSI has been considered in the Club House, Buildings, Shopping Centre. In order to achieve designed ambience and to achieve quality of various layouts spaces. FSI is not divided evenly on the Condominium / Apartment type basis, but it is spread on the entire Complex.

  
Asst. Mktg. Officer (Mktg-III)

  
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SCHEDULE

ALL THAT apartment admeasuring 536.050 SQF having building No. D2, this 1st Floor, apartment No 103, of layout of land situated and being at village Ghansoli, Navi Mumbai, and bounded as follows that is to say :

- On or towards the North by a Pen. space.....
- On or towards the South by Floor..No.104.....
- On or towards the East by Building.No.03.....
- On or towards the West by Floor.No.101.....

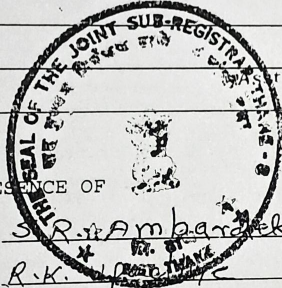
In WITNESS WHEREOF THE parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY THE WITHINAMED CORPORATION BY THE HAND OF

Shri \_\_\_\_\_

*[Signature]*

V. J. K. JOSEPH  
Marketing Officer (Mktg. III)  
CIDCO LTD.



(Designation)

IN THE PRESENCE OF

- (1) Shri S. R. Ambardekar *[Signature]*
- (2) Shri R. K. Upadhye *[Signature]*

SIGNED, SEALED AND DELIVERED BY THE WITHINAMED Mr./Mrs./Ms. Srinivas Uttam Garware

*[Signature: Srinivas Uttam Garware]*

By the hand of its signatory

In the Presence of

- (1) Shri S. R. Ambardekar *[Signature]*
- (2) Shri R. K. Upadhye *[Signature]*

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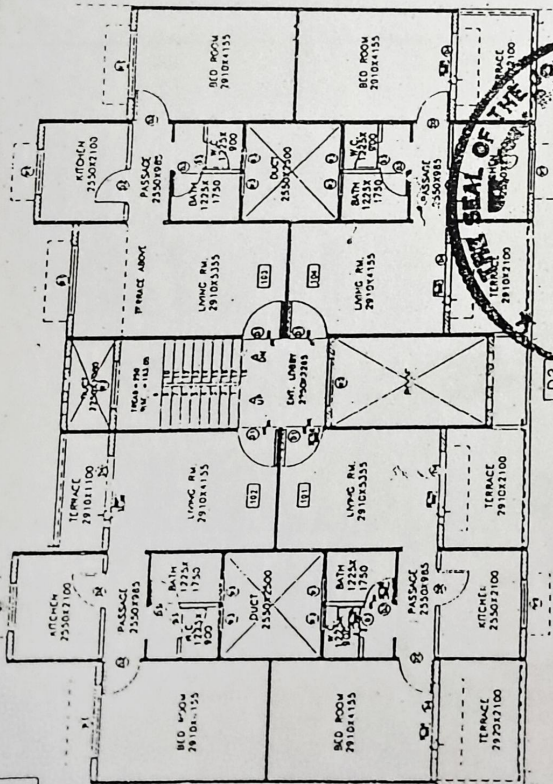
ANNEXURE -  
A- TO THE AGREEMENT FOR SALE OF APARTMENT  
B- TO THE DEED OF APARTMENT

Architect Hafeez Contractor, do hereby certify that this is an accurate copy of the floor plan shown above and approved by the local authority namely City and District Development Corporation of Maharashtra, City and District jurisdiction the buildings are located and that the SDC plans are fully and accurately depict the line diagram apartment numbers and dimensions of the apartments as built.  
I solemnly affirm that what is stated above is true to the best of my knowledge, information and belief.  
Solemnly affirmed at Mumbai.  
This 10TH DAY OF JULY-2006

NOTES :-

1. THE CONCLUDED AGREEMENT IS ARCHITECT HAFEEZ CONTRACTOR FOR THE BUILT UP AREA.
2. FOR THE SAME OF CONVENIENCE, APPROXIMATE CARPET AREA IS INDICATED AND ANY MARGINAL VARIATION IN THE CARPET AREA DOES NOT VIOLATE CONCLUDED AGREEMENT.

ARCHITECT HAFEEZ CONTRACTOR  
29 Bank Street, Mumbai - 400023.



FIRST FLOOR PLAN

Sst. Nikig. Officer (Mktg.-III)  
AREA STATEMENT (FLAT NO 101)

ACCOMMODATION	CARPET AREA (S.M.T)	BUILT UP AREA (S.O.M.T)
LIVING	12.21	12.21
BED ROOM	12.19	12.19
KITCHEN	5.44	5.44
W.C.	1.17	1.17
BATH	2.21	2.21
PASSAGE	3.61	3.61
TOTAL AREA (S.M.T)	36.83	36.83
TOTAL AREA (S.F.T)	396.43	396.43
TERRACE (S.M.T)	13.16	13.16
TERRACE (S.F.T)	141.65	141.65

AREA STATEMENT (FLAT NO 102)

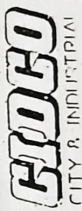
ACCOMMODATION	CARPET AREA (S.M.T)	BUILT UP AREA (S.O.M.T)
LIVING	15.70	15.70
BED ROOM	12.19	12.19
KITCHEN	5.44	5.44
W.C.	1.17	1.17
BATH	2.21	2.21
PASSAGE	3.61	3.61
TOTAL AREA (S.M.T)	40.32	40.32
TOTAL AREA (S.F.T)	434.00	434.00
TERRACE (S.M.T)	3.48	3.48
TERRACE (S.F.T)	37.50	37.50

AREA STATEMENT (FLAT NO 103)

ACCOMMODATION	CARPET AREA (S.M.T)	BUILT UP AREA (S.O.M.T)
LIVING	15.70	15.70
BED ROOM	12.19	12.19
KITCHEN	5.44	5.44
W.C.	1.17	1.17
BATH	2.21	2.21
PASSAGE	3.61	3.61
TOTAL AREA (S.M.T)	40.32	40.32
TOTAL AREA (S.F.T)	434.00	434.00
TERRACE (S.M.T)	3.48	3.48
TERRACE (S.F.T)	37.50	37.50

AREA STATEMENT (FLAT NO 104)  
ACCOMMODATION CARPET AREA BUILT UP AREA

ACCOMMODATION	CARPET AREA (S.M.T)	BUILT UP AREA (S.O.M.T)
LIVING	12.21	12.21
BED ROOM	12.19	12.19
KITCHEN	5.44	5.44
W.C.	1.17	1.17
BATH	2.21	2.21
PASSAGE	3.61	3.61
TOTAL AREA (S.M.T)	36.83	36.83
TOTAL AREA (S.F.T)	396.43	396.43
TERRACE (S.M.T)	13.16	13.16
TERRACE (S.F.T)	141.65	141.65



MASS HOUSING SCHEME (GHARONDA)  
SECTOR-9, CHANOLI, NAVI MUMBAI.

Architect  
Hafeez

2006  
4260-99-93



08/11/2006  
1:09:03 pmदुय्यम निबंधक:  
ठाणे 8

दस्त गोषवारा भाग-1



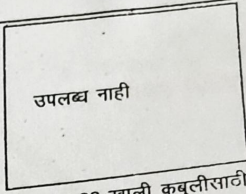
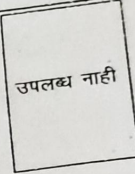
टनन8

दस्त क्र 5267/2006

१२/१३

दस्त क्रमांक : 5267/2006

दस्ताचा प्रकार : करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: श्री. श्रीनिवास उत्तम गरवार पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: से. 9, घरोदा तालुका: घनसोली, नवी मुंबई पिन: - पॅन नम्बर: AECPG72	लिहून घेणार वय 36 सही <i>S. Galwade</i>		
2	नाव: सिडको तर्फे असिस्टंट मार्केटिंग ऑफिसर श्री. व्ही. जे. के. जोसेफ -- पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: -- ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	लिहून देणार वय - सही		

कलम 88 खाली कबुलीसाठी सुट

*Barande*  
सद. दुय्यम निबंधक, ठाणे-८



दस्त गोपवारा भाग - 2

टनन8

दस्त क्रमांक (5267/2006)

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दस्त क्र. [टनन8-5267-2006] चा गोपवारा  
बाजार मुल्य :0 मोबदला 525329 भरलेले मुद्रांक शुल्क : 8900

पावती क्र.:5458 दिनांक:08/11/2006  
पावतीचे वर्णन  
नांव: श्री. श्रीनिवास उत्तम गरवारे - -

दस्त हजर केल्याचा दिनांक :08/11/2006 01:03 PM

निष्पादनाचा दिनांक : 21/08/2006

दस्त हजर करणा-याची सही :

*Ganade*

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 08/11/2006 01:03 PM

शिकका क्र. 2 ची वेळ : (फ्री) 08/11/2006 01:08 PM

शिकका क्र. 3 ची वेळ : (कबुली) 08/11/2006 01:08 PM

शिकका क्र. 4 ची वेळ : (ओळख) 08/11/2006 01:08 PM

दस्त नोंद केल्याचा दिनांक : 08/11/2006 01:08 PM

5260 : नोंदणी फी  
260 : नकल (अ. 11(1)), पृष्ठांकनाची नक्क  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फ्री

5520: एकूण

*Ganade*  
दु. निबंधकाची सही, ठाणे 8  
सह. दुय्यम निबंधक, ठाणे ८

ओळख :

खालील इसम असे निवेदीत करतात की, ते भरलेले वज करून देणा-याचा व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) मोहन पाटील - - , घर/फ्लॅट नं. -

गल्ली/रस्ता: --

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: चेबुर

तालुका: मुंबई

पिन: -

2) मंदार कारखानिस - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

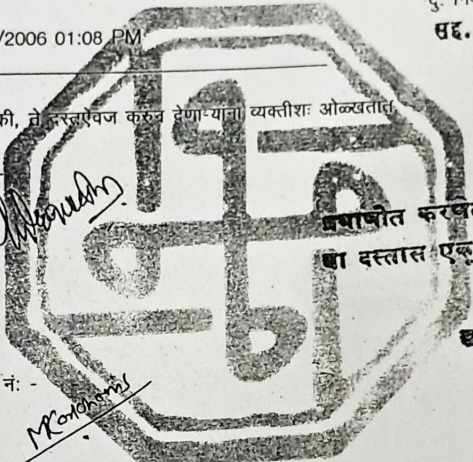
ईमारत नं: -

पेठ/वसाहत: संतुराम निवास

शहर/गाव: पाली

तालुका: -

पिन: -



ब्रह्मोत्तम करवत येते की  
हा दस्तास एकूण १३ पाने आहेत.  
*Ganade*  
सह. दुय्यम निबंधक ठाणे ८

*Ganade*

सह. दुय्यम निबंधक, ठाणे ८

दु. निबंधकाची सही  
ठाणे 8

पुस्तक क्रमांक १३८८  
५२६८ क्रमांकावर नोंदले.

*Ganade*

सह. दुय्यम निबंधक ठाणे ८  
बारां ०८ साहेब नोंदले सव ०६

