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Monday, March 02, 2009
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पावती

पावती क्र. : 1449

दिनांक 02/03/2009

पावतीचे नाव बाळीज

दस्तऐवजाचा अनुक्रमांक वसई 2 - 01449 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: सुरेद्रबहादूर के सिंह - -

नोंदणी फी

20800.00

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

680.00

सजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (34)

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21480.00

व्यावपारा हा दस्ता अंदाजे 1:12PM हा वेळेस मिळेल

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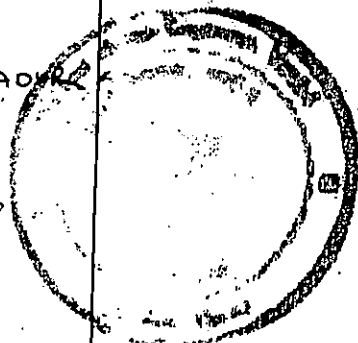
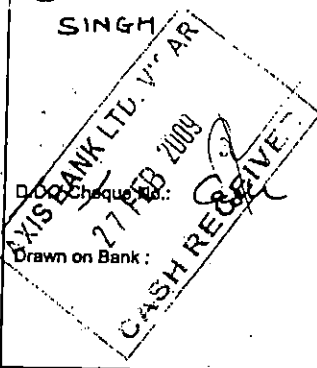
बजार मूल्य: 820800 रु. मोबदला: 2080000 रु.

भाजिले मुद्रांक शुल्क: 107400 रु.

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Name: Mr. Surendra Bahadur Singh
 Address: A/602, Grand Height Building, Girgaon Township, Mumbai
 Phone: 401303
 Amount Value: 2080000/-
 Amount of Franking (in Rs): 107400/-
 In Words: _____

Customer Copy		
Deposit Slip, Borivali (West), Mumbai - 92 Date: <u>27/2/09</u>		
Pay to: <u>AXIS BANK LTD. A/C STAMP DUTY</u>		
Franking Value	Rs.	<u>107400/-</u>
Service Charge	Rs.	<u>10/-</u>
Total	Rs.	<u>107410/-</u>
Name of Stamp duty paying party: <u>SURENDRA BAHADUR SINGH</u>		
 		
(For Bank's Use only)		
Transit of <u>AXIS BANK LTD.</u>		
Franking Sr. No. <u>HPah1</u>		
Officer: <u>HPah1</u> Authorized Signatory		

For AXIS BANK
HPah1
 Authorized Signatory

AXIS BANK LTD.
 17th Floor, Axis Tower
 Sodawalla Lane,
 Borivali (West), Mumbai - 400 082
 D-5/STP/V/C, P. 1044/01/MS/53-56/
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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on the 02nd day of March in the Christian year Two Thousand 2009

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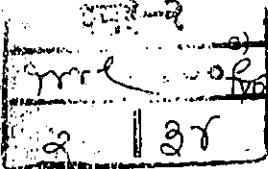
BETWEEN : **M/S. BALAJI CONSTRUCTION**, a Partnership Firm, duly registered under Indian Partnership Act, 1932, having its office at Shop No.1, Shanta Niketan, Raja Chhatrapati Shivaji Marg, Virar (West), Taluka Vasai, District Thane, hereinafter called "**THE BUILDERS**" (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the partners) of the **FIRST PART**.

AND

SHRI/SMT. SURENDRA BAHADUR K. SINGH &
MRS. MUNNI SURENDRA SINGH
residing at A-603, Gokul Height, Agarwal Garden
Phase - I, Gokul Township, Virar (West) - 401303
hereinafter called "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS :

- a) M/s. Ameya Builders And Property Developers are the owners of N.A. land bearing Survey No. 343, admeasuring 34470 square metres, assessed at Rs.689.40 Paise, Survey No. 344, admeasuring 27700 square metres, assessed at Rs.554.00 Paise, Survey No. 345, admeasuring 26860 square metres, assessed at Rs.337.20 Paise, lying, being and situated at Village Bolinj, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. II (Virar).
- b) The said land bearing Survey No. 343, 344 and 345 has been amalgamated and converted into Non Agricultural land by the Office of Collector, Thane vide its order bearing No. REV/K-1/I 3/NAP/SR-109/2002, dated 21/01/2003.
- c) The Commencement Certificate for the proposed lay out is granted by the City and Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/4491, dated 27/02/2003.
- d) The Commencement Certificate for the proposed Residential Building Type A & A-1 is granted by the City And Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/4492, dated 27/02/2003.



The Commencement Certificate for the proposed Residential Building Type B is granted by the City And Industrial Development Corporation of

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Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/4493, dated 27/02/2003.

f) The Commencement Certificate for the proposed Residential Building Type C is granted by the City And Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/4494, dated 27/02/2003.

g) The Commencement Certificate for the proposed Residential Building Type D is granted by the City And Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/4495, dated 27/02/2003.

h) The Commencement Certificate for the proposed Residential Bungalows is granted by the City And Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/4496, dated 27/02/2003.

i) The amended order for approval of plan have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/1396, dated 06/10/2003.

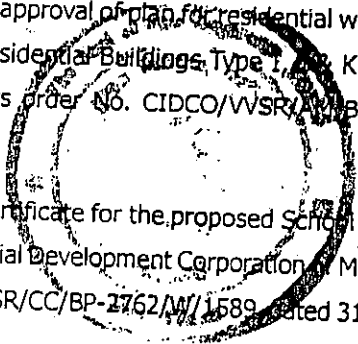
j) The amended order for approval of plan for residential building/s have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/1397, dated 06/10/2003.

k) The amended order for approval of plan for layout have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/1584, dated 31/10/2003.

l) The amended order for approval of plan for residential with shopline Building Type "A" to "F" & Residential Buildings Type I, J & K have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/1585, dated 31/10/2003.

m) The Commencement Certificate for the proposed School Building is granted by the City and Industrial Development Corporation of Maharashtra Ltd., vide order No. CIDCO/VVSR/CC/BP-2762/W/1589, dated 31/10/2003.

n) The amended order for approval of plan for residential with shopline Building F3, F4, F5 & F6 & Residential Buildings No. H1, H2 & G1 have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/1792, dated 01/12/2003.



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o) The amended order for approval of plan have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/1234, dated 07/02/2005.

p) The amended order for approval of plan for the proposed Residential / Residential with Shopline Buildings have been obtained from CIDCO vide its order No. CIDCO/VVSR/AM/BP-2762/W/619, dated 09/05/2006.

q) By an Development Agreement dated 12th May 2006, entered into between M/s. AMEYA BUILDERS AND PROPERTY DEVELOPERS (therein called "The Owners") of the First Part and M/s. BALAJI CONSTRUCTION (therein called "The Developers"), of the Second Part and hereinafter called "the Builders," the said M/s. Ameya Builders and Property Developers have agreed to grant the development right in respect of land admeasuring 4100 square metres approximately and utilise the F.S.I. of Building Nos. 11 & 12 (Lily), admeasuring 100007 square feet (Built up area) together with all balconies and staircases area approved by the CIDCO to M/s. BALAJI CONSTRUCTION, on the terms & conditions mentioned in the said agreement.

r) The Owners have executed a Power of Attorney in favour of M/s. BALAJI CONSTRUCTION with a right to develop the same.

s) The aforesaid owners have given peaceful and vacant possession of the land to the extend of the said F.S.I. to construct the building/s thereon.

t) M/s. BALAJI CONSTRUCTION are constructing the Building Nos. 11 & 12 known as "LILY" in the complex known as "Agarwal's Heritage" in the scheme known as "YASHWANT NAGAR" on the part of the said land.

u) The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises on ownership basis except and subject to such modifications as may be necessary or considerable desirable or proper by the builder, with a view ultimately that the Purchaser/s of the various premises alongwith occupants of the other premises shall form a co-operative Housing Society or Societies, Federal Co-operative Housing Society or Limited Company and the said plot of land together with the building/s thereon will be conveyed as herein provided.

v) The Purchaser/s has/have demanded from the Builders for inspection of the aforesaid building/s plans, specifications of and other documents referred to above including the agreement and such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

w) The Builders have engaged the service of Mr. Abhay Damodar Raut as a Architect and the Builders accepts the professional supervision of the Architect till the completion of the building/s.

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x) The Flat Purchaser/s demanded from the Builders and the Builders have given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builders Architect and Structural Engineers and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The Said Act") and the rules made thereunder, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

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y) The Builders have supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flats Rules 1964, as demanded by the Purchaser/s.

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

1. The Builders shall construct the said building/s on the said plot of land more particularly described in schedule 'A' hereinunder written in accordance with the plans, designs, specifications approved by the concerned local authority with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them.
2. The Flat Purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the Flat Purchaser/s One Flat bearing No. C/101 admeasuring 57=00 square metres (Carpet area) on First floor, in C Wing, as shown in the floor plan thereof hereto annexed and marked annexure _____ in Building No. 12 known as "LILY" in the complex known as "AGARWAL'S HERITAGE" in the scheme known as "YASHWANT NAGAR" (hereinafter referred to as "The Flat") for the price of Rs. 2080000 /- (Rupees Twenty Lacs Eighty Thousand Only only) including price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common facilities which are more particularly described in the Schedule "B" hereunder written.
3. The said consideration of Rs. 2080000 /- (Rupees Twenty Lacs Eighty Thousand Only only) shall be payable in the following manner.

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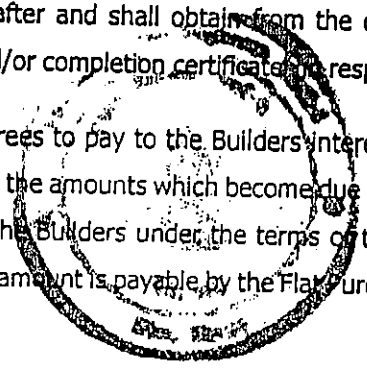
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- a) Rs. 5/000 /- on booking of the Flat.
- b) Rs. 20000 /- on or before completion of plinth.
- c) Rs. 1829000 /- on or before completion of 1st slab.
- d) Rs. - /- on or before completion of 2nd slab.
- e) Rs. - /- on or before completion of 3rd slab.
- f) Rs. - /- on or before completion of 4th slab.
- g) Rs. - /- on or before completion of 5th slab.
- h) Rs. - /- on or before completion of 6th slab.
- i) Rs. - /- on or before completion of 7th slab.
- j) Rs. - /- on or before completion of 8th slab.
- k) Rs. - /- on or before completion of brick work
- l) Rs. - /- on or before completion of Plaster. (Internal & External)
- m) Rs. - /- on or before completion of Flooring and Plumbing.
- n) Rs. - /- remaining before the possession of the Said Flat.

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- 4. The Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat.
- 5. The Flat Purchaser/s agrees to pay to the Builders interest at Eighteen percent per annum on all the amounts which become due and payable by the Flat Purchaser/s to the Builders under the terms of this agreement from the date of the said amount is payable by the Flat Purchaser/s to the Builders.
- 6. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied



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by concerned local authority and other outgoing) and on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement :

PROVIDED always that the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Flat Purchaser/s fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and in case, the Flat Purchaser/s fails to remedy such breach or breaches within 15 days from the date of giving such notice, the Flat Purchaser/s shall lose all his right, title & interest in the said flat & this agreement shall automatically stand cancelled without giving any further notice or correspondence to the Flat Purchaser/s.

Upon cancellation of the said agreement as aforesaid, the Builders shall refund to the Flat Purchaser/s the instalments of Sale Price of the flat, which may till have been paid by the Flat Purchaser/s to the Builders but the Builders shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination of this agreement, the Builders shall be at liberty to dispose off and sell the flat to such person and at such price as the Builders may in their absolute discretion think fit.

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7. The fixtures, fittings and amenities to be provided by the Builders in the premises and the said building are those that are set out in Schedule 'D' hereunder written.

8. The Builder shall give possession of the flat to the Flat Purchaser/s on or before 30th day of March 2009. The Builder shall handover the possession of the Said Flat to the Flat Purchaser/s only after realization of full sum due from the Flat Purchaser/s as per this agreement. If the Builders fails or neglects to give possession of the Flat to the Flat Purchaser/s on account of reasons other than beyond his/their control and of his/their agents as per the Provisions of Section 8 of Maharashtra Ownership Flat, Act by the aforesaid date or dates prescribed in Section 8 of the said act, then the Builders shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by them, in respect of the Flat with simple interest at nine (9%) per cent, per annum from the date the Builders received the sum till the date the amounts and

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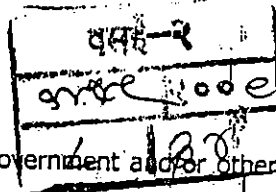
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interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator.

PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if, the completion of buildings in which that Flat is to be situated is delayed on account of:

- i) Non - Availability of steel, cement, other buildings material, water or electric supply.
- ii) War, civil Commotion or act of God.
- iii) Any notice, order rule, notification of the Government and/or other public or competent authority.



9. The Flat Purchaser/s shall take possession of the Flat within seven days of the Builders giving notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation.

10. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of RESIDENCE.

11. The Flat Purchaser/s alongwith other purchaser/s of Flats in the buildings shall join in forming and registering the society/societies or a limited company to be known by the name as **LILY (AGARWAL'S HERITAGE) CO-OPERATIVE HOUSING SOCIETY LTD.**, The Flat Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society/societies or limited company and for becoming a member, including the bye - laws of the proposed society and full fill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to the Flat Purchaser/s. So as to enable Builders to register the organisation of the Flat Purchaser/s under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the Flat Purchaser/s, if any changes or modifications are made in draft bye - laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority. The Builders shall have right to form one or more societies for convenience.

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12) Commencing a week after the Builder inform to the Flat Purchaser/s that the Flat is ready for use, the Flat Purchaser/s shall be liable to bear and pay the outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society/limited company is formed and building transferred to it, the Flat Purchaser/s shall pay to the Builders such share of outgoings as may be determined. The Flat Purchaser/s shall pay to the Builders initially provisional monthly contribution of Rs. 800 /- per month towards the outgoings, which shall be revised by the Builders from time to time and payment of any such increase in initial contribution shall not be withheld by the Flat Purchaser/s for any reason whatsoever. The Flat Purchaser/s undertakes to pay such provisional monthly contribution and such share of outgoings in advance of 12 months before the possession of the said Flat and thereafter regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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13) The Flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts :-

- i) Rs. 250/- for legal charges.
- ii) Rs. 350/- for share money, application entrance fee of the society or limited company.
- iii) Rs. 500/- for formation and registration of the society or limited company.

Rs.1100/-
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14) The Builders shall utilise the sum of Rs.1100/- paid by the Purchaser/s to the Builders for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/ advocates of the Builders in connection with formation of the said society, or as the case may be limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the conveyance or assignment of lease.

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15) At the time of registration, the Flat Purchaser/s shall pay to the Builders the Flat purchaser's share of stamp duty and registration charges payable, if any, by the said society/societies or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building/s to be executed in favour of the society/societies or limited company.

16) The Flat Purchaser/s himself/herself/themselves with intention to bring all persons into whatsoever hands the Flat may come, doth hereby covenant with the Builders as follows :-

a) To maintain the Flat, at Flat purchaser's own costs any good tenable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building/s in which the Flat is situated, staircase or any passages which may be against the rule, regulations or by-laws or concerned local or any other authority or change/alter to make addition in or to the building/s in which the Flat is situated the Flat itself or any part thereof.

b) Not 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 structures of the building/s in which the Flat is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building/s in which Flat is situated, including entrances of the building/s in which the Flat is situated and in case any damage is caused to the building/s in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their 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 Builders to the Flat Purchaser/s and shall not do or suffering to be done any thing in or to the building/s in which the Flat is situated or the Flat, which may give the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act the contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Flat or any part

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thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/s in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building/s in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. pards or other structural members in the Flat without the prior written permission of the Builders and/or the society/societies or limited company.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building/s in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

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

g) Pay to the Builders within seven days of demand by the Builders, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the bulding/s in which the Flat is situated.

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charges, insurance

h) To bear and pay increase in local taxes, water charges, insurance and such other levys, 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 Purchaser/s viz user for any purposes other than for residential purpose.

i) The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with Flat purchaser's interest or benefit factor of this agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Builders under this agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Flat Purchaser/s has/have intimated in writing to the Builders.

j) The Flat Purchaser/s shall observe and perform all the rules and regulations which the society/societies or the limited company may adopt at its inceptions and the additions, alterations or amendments thereof that may

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be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the said building/s Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and condition laid down by the society/societies/limited company regarding the occupation and use of the Flat in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

k) Till a conveyance of building/s in which Flat is situated is executed the Flat Purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof.

17) The Builders shall maintain a separate account in respect of sums received by the Builders from the Flat Purchaser/s as advance or deposits, sums received on account of the share capital for the promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

18) Nothing contained in this agreement is intended to be construed as a grant, demise or assignment in law of the said Flats or of the said plot of land and building/s or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builder until the said land and building/s is transferred to the society/societies/limited company as hereinafore mentioned.

19) Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Flat Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by Flat Purchaser/s nor shall the same in any manner prejudice the right of the Builders.

20) The Flat Purchaser/s and/or the Builders shall present this agreement as well as the conveyance/assignment of lease at the proper registration office for registration within the time limit prescribed by the registration act and the Builders will attend such office and admit execution thereof.

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- 21) All notices to be served on the Flat Purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if sent, to the Flat Purchaser/s, by registered post A.D./Under Certificate of posting at his/her/their address specified below :-

VIZ: A-603, Gokul Height, Agarwal Garden
Phase - I, Gokul Township, Vihar West)-
401303.

- 22) IT IS AGREED BETWEEN the Builders and Purchaser/s that in case any additional F. S. I. is granted or construction of additional floor or floors is allowed then the Builders are entitled to construct, dispose and sell of the said additional F.S.I. / Construction and the Builders shall have exclusive right to construct, Sale & realize the said additional construction / F.S.I. mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-Operative Housing society/societies shall be incorporated.

- 23) It is agreed that the Builders shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to revise the plans in respect of the said building/s or layout and to utilise the total F. S. I. or any additional F.S.I. and the development rights available in respect of the said property by suitably modifying the plans in respect of the said layout as the Builders may desire and the Purchaser/s hereby irrevocably consents to the right of the Builders to revise and modify plans in respect of the said layout from time to time.

- 24) In the event of any society/societies being formed and registered before the sale and disposal by the Builders of all the premises, the powers and the authority of the society/societies or limited company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builders in respect of all the matters concerning the said building/s and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society/societies and/or Limited Company or Condominium of Apartment being formed earlier than the Builders dealing with or disposing of the said building/s on the said property then and in that event any allottee or Purchaser/s of premises from the Builders shall be admitted to such co-operative society/societies, limited company of Condominium of Apartment or being called

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upon by the Builders without payment of any premium or any additional charges save and except Rs. 250/- for the share money and Rs. 100/- entrance fee and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society/societies, limited company or Condominium or Apartment as the case may be.

25) The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builders to the Government or City and Industrial Development Corporation or Grampanchayat or municipality or to any other public body in respect of the said property, the same shall be reimbursed by the Purchaser/s in proportion to the area of his/her/their Flat.

26) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Bolinj Grampanchayat/Municipality or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Builders the same shall be paid by the Purchaser/s to the Builders in proportion to the area of the said premises and in determining such amount, the discretion of the Builders shall be conclusive and binding upon the Purchaser/s.

27) The Purchaser/s shall not decorate the exterior of the said premises otherwise that in a manner agreed to with the Builders under this agreement.

28) The Purchaser/s shall, at no time, demand partition of his/her/their interest in the said building and of the said property and/or the said Flat.

29) Until the execution of the Conveyance in favour of the organisation of the Purchasers, the Builders shall be entitled to put up hoarding/s on the said property or on the said building or buildings to be constructed on the said property and the said hoarding/s may be illuminated or may comprise of neon signs and for the purpose, the Builders are fully authorised to allow temporary or permanent construction or erections and installations either on the exterior of the said building or on the said property and the Purchaser/s agree/s not to object or raise any dispute in respect of the same.

30) Pursuant to the Group Housing Scheme developed by the owners, all the Developers, including the Builders herein in the said entire scheme to be known and described as "YASHWANT NAGAR" will form their respective

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individual buildings/wing Co-operative Housing societies. All such co-operative housing societies will form a Federal co-operative society, for the purpose of managing day to day management of entire property by looking after maintenance of internal road, gardens, sewage line, pipe line etc. and the Federal Cooperative Society shall be handed over all the common facilities & amenities in respect of said layout. The owners may execute the conveyance in favour of the said Federal Society/ Individual Society in respect of the said land in the layout and individual society shall not have any objection for the same. Each society shall bear the expenses for formation and registration of Federal Society.

- 31) The Builders shall have absolute right on the stilt area and the common space in the said building and the Flat Purchaser/s shall not claim any right, title and interest in the said stilt and common space area.
- 32) The stamp duty and registration charges (and all penalties, fines, levies and impositions thereof) whatsoever of and incidental to this agreement and of the Conveyance and other writings to be executed in pursuance hereof shall be borne and paid by the Purchaser/s alone. It is mutually agreed and understood by and between the Builders and the Purchaser/s that the Purchaser/s shall stamp this Agreement as required in law at their own risks and costs and shall immediately after the execution of the agreement, lodge the stamped copy of the Agreement handed over by the Builders to the Purchaser/s for registration with the concerned Sub-registrar of Assurance and inform the Builders about the number under which and day on which the same has been lodged for registration alongwith a xerox copy of the lodgement receipt to enable the Builders or Power of Attorney Holder, within a reasonable time thereafter, to attend the office of the said Sub-Registrar of Assurance and admit execution thereof.
- 33) The Flat Purchaser/s shall be liable to pay the service tax or any other tax, if applicable on purchasing the Flat to be imposed by the Central and/or State Government or any other Government body at their own cost and expenses.
- 34) This agreement shall always be subject to the provision of Maharashtra co-operative societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963.
- 35) The Courts of Vasai, Palghar and Thane will have exclusive jurisdiction in the matter.

SCHEDULE 'A'

THE SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of N.A. land admeasuring 4100 square metres. Out of Survey No. 343, admeasuring 34470 square metres, Survey No. 344, admeasuring 27700 square metres, Survey No. 345, admeasuring 26860 square metres, lying, being and situated at Village Bolinj, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. II (Virar).

SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT

Flat No. C/101, on First floor, in C wing admeasuring 57.00 square metres (Carpet area) in the building No. 12 known as "LILY" in the complex known as "AGARWAL'S HERITAGE" in the scheme known as "YASHWANT NAGAR" constructed on N.A. Land admeasuring 4100 sq. meter out of S.No. 343 admeasuring 34470 square metres, Survey No. 344, admeasuring 27700 square metres, Survey No. 345, admeasuring 26860 square metres, lying, being and situate at Village Bolinj, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. II (Virar).

SCHEDULE 'C'

TITLE CLEARANCE REPORT

[Handwritten signature]
94/28

THIS IS TO CERTIFY THAT I have investigated the title of N.A. land bearing Survey No. 343, admeasuring 34470 square metres, assessed at Rs.589.40 Paise, Survey No. 344, admeasuring 27700 square metres, assessed at Rs.554.00 Paise, Survey No. 345, admeasuring 26860 square metres, assessed at Rs.337.20 Paise, lying, being and situated at Village Bolinj, Taluka, Vasai, District Thane, within the area of Sub-Registrar Vasai No. II (Virar) belonging to M/s. Ameya Builders And Property Developers and the title thereof is clear, marketable and without any encumbrances.

By a Development Agreement dated 12th May 2006, entered into by and between M/s. AMEYA BUILDERS & PROPERTY DEVELOPERS (therein called "The Owners") of the First Part and M/s. BALAJI CONSTRUCTION (therein called "The Developers") of the Second Part, and hereinafter called "The Builders", the said M/s. Ameya Builders & Property Developers have agreed to grant the development right in respect of land admeasuring 4100 square metres approximately and utilise the F.S.I. of Buildings Nos. 11 & 12 (Lily), admeasuring 100007 square feet (Built up area) together with all balconies and staircases area approved by the CIDCO to M/s. BALAJI CONSTRUCTION, on the terms & conditions mentioned in the said agreement.

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Sd/-

N.B. DESHMUKH & CO.
(ADVOCATE)

10 square
Survey No.
No. 26860
District

C wing
Building No.

"RITAGE"

N.A. Land
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SCHEDULE 'D'

LIST OF AMENITIES

- 1) Designer Kitchen trolley with kitchen cabinet.
- 2) Flooring in full flat.
- 3) POP ceiling in Living Room.
- 4) Concealed Plumbing.
- 5) One Water Tank.
- 6) Wash Basin.
- 7) Flush Tank in W.C.
- 8) Full dado tiles in bath and W.C.
- 9) Electric wiring with sufficient points.
- 10) Attractive main door with attractive fittings for safety.
- 11) Aluminium sliding windows with Marble frame.
- 12) Granite kitchen platform with 4' dado tiles above kitchen platform wall.
- 13) Acrylic Distemper Paint in all the rooms.
- 14) Lift.

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IN WITNESSES WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

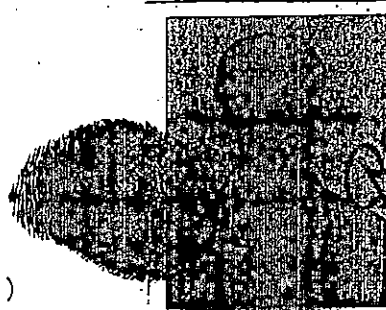
SIGNED AND DELIVERED by the)
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 M/s. BALAJI CONSTRUCTION,)
 a partnership firm,)
 in the presence of)
 1. Amita K Patil)
 Name :)
 Address : Virar (W))

For BALAJI CONSTRUCTION

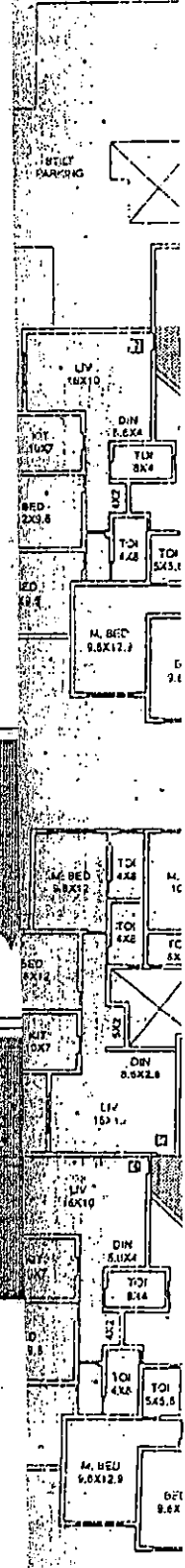
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 Partner / Auth. Sign.

2. Rahul M. Shah)
 Name :)
 Address : Virar (E))

SIGNED AND DELIVERED by the)
 within named "THE PURCHASER/S")
 SHRI/SMT. Surendra Bahadur K. Singh)
Miss Mummi Surendra Singh)
 in the presence of)
 1. A. K. Patil)
 2. Rahul)



Singh
Patil



RECEIPT

RECEIVED the day and the year first)
 hereinabove written of and from the)
 within named PURCHASER/S, the sum of)
 Rupees Fifty Thousand)
Only)

Rs. 50,000 /-

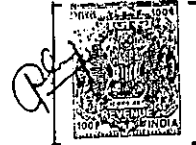
as and by way of earnest money to be paid)
 by him/her/them to us vide cash/cheque)
 No. 335645 dated 15/10/09)
 drawn on Basain Cuth. Co-op. Bank)
ltd. Branch Nandarchal)

WE SAY WE HAVE RECEIVED.

For BALAJI CONSTRUCTION

WITNESSES :-

A.K. Patil)
Rahul)
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PARTNER / AUTH. SIGN.

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 THE BUILDING
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भाव नमुना सारत
 (राज्य जमीन अधिकार अभिलेख आणि नोंदवहा
 नियम १९७१- यांतील नियम ३, ५, ६ आणि ७)

(अधिकार अभिलेख पत्रका
 तयार करणे व पुढिथीत ठेवणे)
 तहसिल : **वसई**

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रपती क्रमांक : **८९९**

मुळाचे नांव

(२५४३) (१९८५) (२०८०)
 (३१४९) (३८२९)

इतर अधिकार
 १२ मीटर रुंदीच्या रस्त्या व ३० मीटर रुंदीच्या रस्त्यावर एकूण १३०६८ क्षेत्र याच बोलणी रस्त्याकरीता वर्ग (५०) रीमा आणि भूपापन दिशे :

भाव नमुना बारा (पिकांची नोंदवही)
 (राज्य जमीन अधिपत अधिकार अभिलेख व नोंदवहा (तयार करणे व पुढिथीत ठेवणे) नियम १९७१ यांतील नियम ३)

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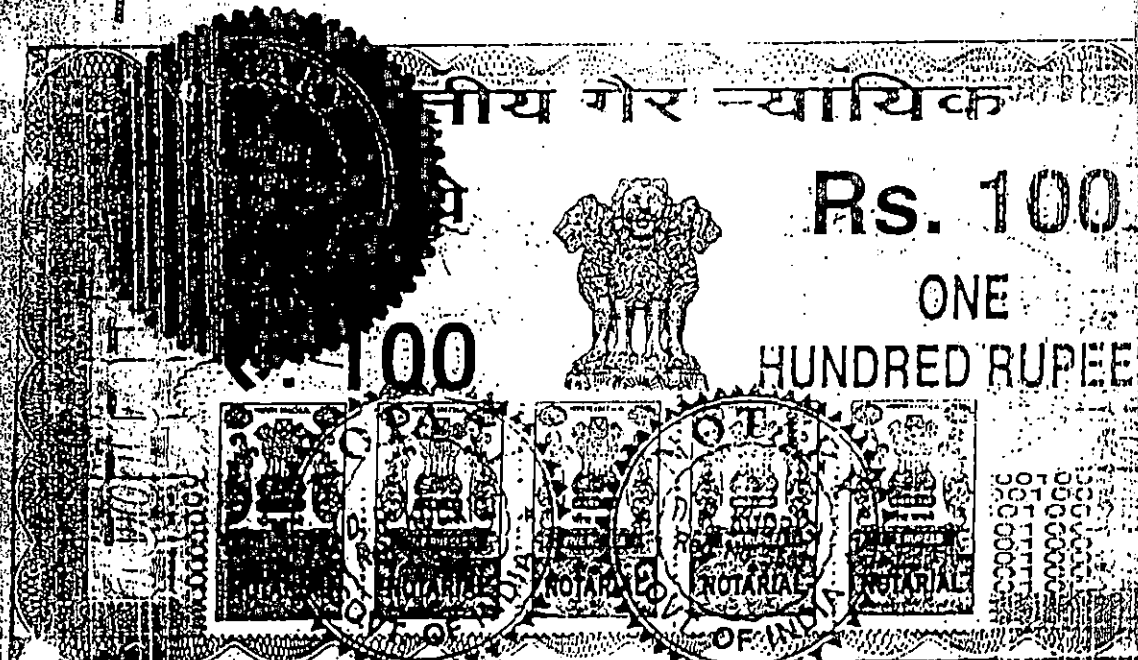
(जारास बरकरार राहिल)

दिनांक 12 MAY 2006

तलाठी राजा बोळी
 तहसिल : वसई.

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गोपनीय
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 दिनांक : १२ मे २००६
 पत्राचा क्रमांक : ८९९
 भूपापन क्रमांक : ३४३
 भूपापन उपविभाग : ३४४७०



म. क्र. १०० दिनांक
 श्रीमती. देववती आ. ताडेल. (परवाना क्र. १७/२०००)
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 श्री/श्रीमती. Baleji
 परत
 माना रक्कम रुपये १०० मात्रा मुद्रांक पेपर विकला
 मही/



22 JAN 2009

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE,
 1) MR. PANKAJ LAXMINARAYAN AGARWAL 2) MR. RIKY
 LAXMINARAYAN AGARWAL, having their office at Shop No. 1,
 SHANTA NIKETAN, OPP. RETROL PUMP, AGASHI ROAD, VIRAR (W),
 District Thane-401303, do hereby SEND GREETINGS:-

Pankaj Agarwal

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WE,
MR. RIKY
Shop No.1,
VIRAR(W),

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W H E R E A S :-

a) We are the Partners of M/s. BALAJI CONSTRUCTION and Constructing the Building No.11 AND 12, known as "LILY" (wing 'A', 'B', 'C' & 'D') in the complex known as "AGARWAL'S HERITAGE" in the scheme known as Yashwanth Nagar, constructed on land bearing Survey No. 343, Survey No.344, Survey No.345, lying being and situate at Village Bolinj, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

On account of our pre-occupation it is not possible for us to attend, manage, supervise or look after the day to day management of the said business.

NOW, THEREFORE, THESE PRESENTS WITNESSE, AND We 1)MR. ANKAJ L. AGARWAL, 2)MR. RIKY LAXMINARAYAN AGARWAL, Partners of BALAJI CONSTRUCTION, do hereby jointly and/or severally appoint (1) MR. NARENDRA GUPTA (2) MR. VAIBHAV S. GUDIKAR (3) MR. KALPESH D. BHOSALE & (4) MR. KISHORE CHOUDHARY having their office at Shop No.1, Shanta Niketan, Agashi Road, Virar (Dist), Taluka Vasai, District Thane to be my agents and true lawful attorneys for me in my name and on my behalf to do, execute or cause to be done and executed following acts, matters and things that is to say.

To Present agreement for sale, correction, cancellation, lease, assignment, supplementary agreement, of flats, shops, bungalow/s, unit/s, amenities agreement in the said building/s or any other document executed by me/any of us for registration, admit execution or otherwise perfect of cause to be registered and perfected any agreement, correction, cancellation, lease, assignments or surrender or other instruments and assurance which may be executed and signed by any of us.

Riky
Agarwal

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2) To apply for certified copies, receive the certified copies and also receive back the registered documents in respect thereof and for the same sign all forms, applications etc.

3) This Power of Attorney is given for registration of the document executed by me/any of us and not to sign or execute any document.

4) This Power of Attorney is revocable and can be revoked any time giving notice to the attorney.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET AND SUBSCRIBED OUR RESPECTIVE HANDS AND SIGNATURE ON THIS _____ DAY OF _____ 2009.

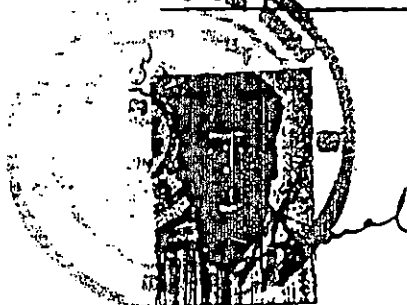
SIGNED AND DELIVERED by the _____)
Whose name is named "THE EXECUTANT")



PANKAJ L. ACARWAL

Signature of Pankaj L. Acarwal

(MR. RIKY L. AGARWAL,)



Signature of Riky L. Agarwal

in the presence of)

EXECUTANT.

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(MR. NARENDRA GUPTA)
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(MR. VAIBHAV S. GUDEKAR)

SUBSCRIBED on
DAY O



Handwritten signature of Kalpesh D. Bhosale

(MR. KALPESH D. BHOSALE)



(KISHORE CHOUDHARY)

Handwritten signature of Kishore Choudhary

certified by me and
the executant.



BY ME
Handwritten signature of Anakar T. Mishra
Anakar T. Mishra
B.A., B.Ed., LL.E
OCATE HIGH COURT

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२८ १३४

Handwritten signature of D.R. Kudrighi

BEFORE ME



D. R. KUDRIGHI
Advocate & Member of the Bar of India
801, 114
R 2582 & 1574

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घोषणापत्र

मी. वेभव ओडेकर वादारे घोषित करतो वी. दुयम
निबंधक वासई 2 यांचे कार्यालय वसई शाखेचा दस्त
नोंदणीसाठी सादर करण्यात आला आहे. श्री. पंकज अमरावत व डी. थॉमस
दि. 2-7-09 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस
सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार
यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही
मृत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.
सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस
मी पात्र राहिन याची मला जाणीव आहे.

मि. गिरीश साद

दिनांक - 24/3/09

कुलमुखत्यारपत्रधारकाचे नाव
व राहो



30/3/09

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAHUL M SHAH
MEKHULAL KANTAPRASAD SHAH
10/01/1989
Permanent Account Number
BRJPS3713H



10012008

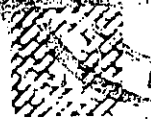
Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANITA KISHAN PATIL
WAMANRAO PATIL
10/12/1984
Permanent Account Number
AWQPP436P



A.K. Patil
Signature

7880

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दस्त गोषवारा भाग-1

वसई 2

दस्त क्र 1449/2009

32/38

02/03/2009 दुय्यम निबंधक
12:59:21 pm वसई 2

दस्त क्रमांक : 1449/2009
दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: सुरद्रबहादूर के सिंह पत्ता: घर/प्लॉट नं: अ/603 गल्ली/रस्ता: गोकुळ टाउनशिप ईमारतीचे नाव: गोकुळ हाइट्स ईमारत नं: - फेट/यखाहत: - शहर/गाव: बोर्लाज, गिरार तालुका: वसई पिन: -</p>	<p>लिहून घेणार वय 45 सही <i>Singh</i></p>		
2	<p>नाव: मुनी सुरद्र सिंह पत्ता: घर/प्लॉट नं: परीलाप्रमाण गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - फेट/यखाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: फॉर्म नं 60.</p>	<p>लिहून घेणार वय 44 <i>मुनी सुरद्र</i> सही <i>6</i></p>		
3	<p>नाव: श्री. पालाजी कमरुद तळे माणिकार पंक्ज एल आगरवाल तळे कु मु वगळ 1/3-27 पत्ता: घर/प्लॉट नं: हु गल्ली/रस्ता: - ईमारतीचे नाव: साता निकेतन ईमारत नं: - फेट/यखाहत: - शहर/गाव: रि</p>	<p>लिहून घेणार वय 23 सही <i>Palke</i></p>		



दस्त गोषवारा भाग - 2

वसई

दस्त क्रमांक (1449/2009)

38 138

पाना क्र. 1449 दिनांक: 02/03/2009

पाकीत वर्णन

गोंद, सुरद्रवहादूर क सिंह

पुस्तक (अ. 11(1)), पुस्तकनामी नकल

(अ. 11(2)),

पुस्तक (अ. 12) व छायाचित्रण (अ. 13)

पुस्तकनामी

21440: एकूण

द. निबंधकाची सही, वसई 2

दस्त क्र. [वसई-1449/2009] वा गोषवारा

बाजार मुद्रा : 820800 मावदला 208000 भरलल मुद्राक कुलक : 107400

दस्त हजर कल्लाया दिनांक : 02/03/2009 12:54 PM

निष्पादनाचा दिनांक : 02/03/2009

दस्त हजर करणा-याची सही

[Signature]

दस्ताचा प्रकार (25) क. ग. ग. ग.

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 02/03/2009 12:54 PM

शिक्का क्र. 2 ची वेळ : (फी) 02/03/2009 12:57 PM

शिक्का क्र. 3 ची वेळ : (कडुली) 02/03/2009 12:59 PM

शिक्का क्र. 4 ची वेळ : (आवक्या) 02/03/2009 12:59 PM

दस्त गोंद कल्लायाचा दिनांक : 02/03/2009 12:59 PM

ओळख :

रजिस्ट्रार इसम असे निवेदीत करतात की, ते दस्तऐवज करून दणा-यांना व्यवस्थापन ओळखतात.

व त्यांची ओळख पटवितात.

1) अनिता पाटील घर/प्लॉट नं. -

गल्ली/रस्ता.

ईमारतीचे नाव:

ईमारत नं.:

पेट/वसाहत:

शहर/गाव: देरार प

तालुका: वसई

पिन:

2) राहुल साय घर/प्लॉट नं. वरीलप्रमाणे

गल्ली/रस्ता:

ईमारतीचे नाव:

ईमारत नं.:

पेट/वसाहत:

शहर/गाव:

तालुका:

पिन:



द. निबंधकाची सही, वसई 2

शेधात कर...

[Signature]

परीच 2 पाडे 3

OSMARIY...