

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AASPP1060F



नाम /NAME

YOGESH GOVIND PURANIK

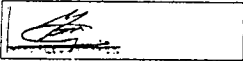
पिता का नाम /FATHER'S NAME

GOVIND DAMODAR PURANIK

जन्म तिथि /DATE OF BIRTH

06-07-1971

हस्ताक्षर /SIGNATURE



आयकर आयुक्त-1, पुणे
Commissioner of Income-tax 1, Pune



रजिस्ट्रार
७६८५
१-६४

Handwritten signature

बजारा मूल्य: 1774000 रु. शीबदना: 2447210 रु.
भरलेले मूदक शुल्क: 105000 रु.
देयकाला प्रकार: चलनाई;
चलन क्रमांक: 3; रकम: 24480 रु.; दिनांक: 23/11/2006

दुयम निवेदनक ठोसि सं.

आणनास हा दरल अंदाल 10:50AM हा वळस मिळल

रु.	रुपेण
25760.00	नकल (अ. 11(1)), पुस्तिकावादी नकल (अ. 11(2)), कजवाल (अ. 12) व छायाचित्रण (अ. 13) -> एकजिन फी (64)
1280.00	:-
24480.00	:-

सादर करणाराचे नाव:अभिजित चण्ड्याल - -

दरला देवनाला प्रकार करारनामा
दरलदेवनाला अर्जकमाक टनास - 07685 - 2006
गावले नाव टोका
दिनांक 24/11/2006
गावली सं. : 8084

गावली

10:35:25 AM

Friday, November 24, 2006



Original
गावली 39 म.
Regn. 39 M

KD/103
1404

1,05,000/-

Rs. One Lakh Five Thousand only - 2
Sahakar

Authorised Signatory
For Thane Bharat Sahakari Bank Ltd.

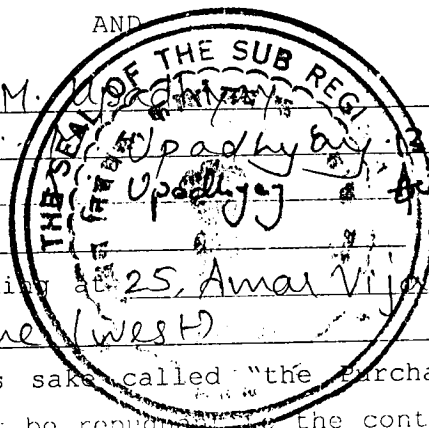
THIS AGREEMENT made at Thane this 24th day of November in the Christian year Two Thousand ~~Four~~ Five / Six

BETWEEN

MESSRS. PURANIK BUILDERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having their registered office at 15, Bhagyavruddhi, Naik Wadi, Behind Hotel Alok, Ambedkar Chowk, Thane - 400 602, hereinafter for brevity's sake called "the Company" (which expression shall unless it be otherwise repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title, nominees and assigns) of the ONE PART

AND

Shri/Smt. Amit M. Upadhyay
Mrs. Bhasati Upadhyay
Mrs. Beena Upadhyay



Indian Inhabitant/s residing at 25, Amar Vijay Society
Kadwa lane, Thane (West)
hereinafter for brevity's sake called "the Purchaser/s" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs executors, administrators, nominees and assigns) of the OTHER PART.

Thane Bharat Sahakari Bank Ltd.
Main Branch, Naupada, Thane.
D-5/STP(V)/C.R. 1005/1004/1903
7/04

THIRD 34004
118207
Stamp: R.01050001-PB5151
NOV 22 2006
15:30
MAHARASHTRA

एनन-९
३-६८

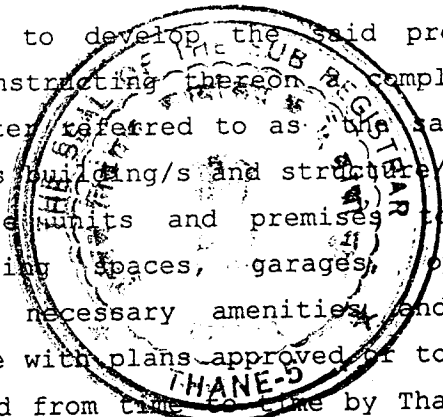
WHEREAS:-

- a) Messrs. Subhash Sarat Steel Rolling Mills, a duly registered partnership firm having i) Metropolitan Forging and Rolling Private Limited ii) B.R Jindal Steel Industries Private Limited and iii) Rajendraprasad Bhagwantraai Jindal as its only partners (hereinafter called "the Owners") are the owners of and as such absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land or ground situate lying and being at Kolshet Road, Thane in the Revenue Village Balkum, District Thane within the limits of Thane Municipal Corporation bearing Survey No. 304, Hissa No.1 (Part) admeasuring 2877 sq. yards, survey No. 139 (Part) admeasuring 3859.00 sq. yards and Survey No. 136 (Part) admeasuring 11264 sq. yards and admeasuring in the aggregate 18000 sq. yards i.e. 15,050.16 sq meters, which are more particularly described in the First Schedule hereunder written (hereinafter called "the said property").
- b) By order bearing No. ULC/S-98/JC/GAD/4266 dated 29th September 1977 the said property was exempted from the provisions of Chapter III of Urban Lands (Ceiling and Regulations) Act, 1976.
- c) By order bearing No. REV/DESK-3/NAP/IV/SR/88 dated 4th May 1978, the Collector of Thane granted Non-Agricultural permission in respect of the said property.
- d) By a Development Agreement dated the 28th March, 2002 executed by the Owners by the hands of its two partners viz. the said Metropolitan Forging and Rolling Private Limited and the said B. R. Jindal Steel Industries Private Limited of the One Part and the Company herein of the other part and duly registered with the Sub-Registrar of Assurances at Thane vide Serial No. 1417 of 2002 read with the Deed of Confirmation dated the 30th September, 2002 made between the said Rajendraprasad Bhagwantraai Jindal as the Confirming Party and the Company herein and duly registered with the Sub-Registrar of Assurances at Thane vide Serial No.678 of 2002, the Owners granted to the Company sole and exclusive development rights in respect of the said property for the consideration and on the terms and

REV/DESK-3/NAP/IV/SR/88
8-88

conditions therein contained and the Owners also executed an irrevocable Power of Attorney in favour of the Company's Directors viz. Shailesh Gopal Puranik, Shrikant Govind Puranik and Yogesh Govind Puranik to do acts, deeds, matters and things as are set out therein.

- e) The Owners have inter-alia declared that the said property is not subject matter of any mortgage, charge, lease, lien or any other encumbrance including attachment before or after judgment, prohibitory order, notice or demand from any authority including Income Tax Authority or otherwise however and that the said property is not subject matter of any suit or proceedings and there are no restrictive covenants or conditions adversely affecting the said property and that the Owners have not at any time entered into any agreement for sale or grant of development rights in respect of the said property or any part thereof.
- f) The Owners have put the Company in vacant possession of the said property with liberty to proceed with the development thereof including construction of several buildings thereon.
- g) Pursuant to the application made in that behalf, the requisite order for development of the said property under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 has been passed under No. ULC/TA/T.N.1/Balkum/SR-149+188+189+190, dated 9th September 2002 and the several terms and conditions therein contained have since been duly complied with by the Company.
- h) The Company propose to develop the said property in a phased manner by constructing thereon a complex known as Kavyadhara (hereinafter referred to as "the said Complex") consisting of various building/s and structure/s comprising flats/Duplex/Penthouse units and premises together with provisions of parking spaces, garages, open spaces, terraces and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by Thane Municipal Corporation, for the purpose of selling, leasing or otherwise transferring the same, to prospective purchasers, lessees, or other transferees, as the case may be, on the



पत्र-६
३००८५२००३
५-३४

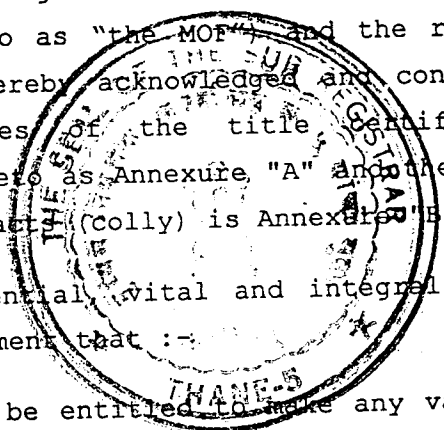
terms and conditions as they may deem fit. The Company by themselves or through or with their nominees/ or associate are entitled to and may propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties and enter into such arrangement/s or agreement/s as they may deem fit with the holders thereof and amalgamate such lands and properties with the said property and/or sub-divide the same and/or include the same in the scheme of development of the said property and/or the said complex in the manner they may deem fit. In view of the aforesaid, reference to the said property and the said complex in this Agreement, shall be deemed to include the contiguous, adjacent and adjoining lands and properties and construction thereon wherever the context so permits or requires;

- i) The Company shall be entitled to develop the said complex and the said property by utilizing Floor Space Index ("FSI") and permissible Development Rights (D.R.), Floor Area Ratio (F.A.R.) thereof and/or by acquiring Transferable Development Rights ("TDR") for utilisation thereon.
- j) By order bearing No. Mahasul/K-1/T.1/NAP/SR-15/2003, dated 3rd July 2003 the Collector of Thane granted permission for non-agricultural use for residential and commercial purpose in respect of the said property on the terms and conditions therein mentioned which have since been complied with by the Company.
- k) The development of the said property being sought to be done in phased manner, the Company propose to construct buildings consisting of ground/stilt and 12 and 14 upper floor according to the building plans in respect whereof have since been approved by Thane Municipal Corporation vide V.P. No. 2002/111 dated 16/01/2003.
- l) The Company have since commenced construction of residential building No. B-5 commonly referred to as Malhar (hereinafter referred to as the 'said building') together with open/covered/ stilt parking space on a portion of the said property in accordance with the approved building plans.

Apudhy
B.M. Upadhyay
Apudhy

तनन-६
६-६८

- m) The Company will also be constructing recreational facilities being a Swimming Pool and a Clubhouse equipped with necessary facilities on a portion of the said property and/or in the said complex (hereinafter collectively referred to as "the Club House"). The Club House and other recreational facilities located or to be located on the said property and in the said complex will ensure for the benefit of all the purchasers and transferees of flats, units and premises comprising the said complex including the said building as well as purchasers and transferees of flats, units and premises constructed or to be constructed located in the said complex on the said property.
- n) The Company have entered into a standard agreement with an Architect registered with the Council of Architects and the Company have appointed a structural engineer for the preparation of the plans, structural designs and drawings of the said building. The Company have accepted the professional supervision of the Architect and the Structural Engineer till the completion of the said building.
- o) The Purchaser/s has/have demanded from the Company and the Company have given inspection to the Purchaser of the documents of title, certificate of title of Advocate, property register cards, building plans and specifications approved by the Corporation and all the other documents relating to the said property as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOF") and the rules made thereunder, which is hereby acknowledged and confirmed by the Purchaser/s. Copies of the title Certificate of Advocate is annexed hereto as Annexure "A" and the property register card/7/12 extracts (colly) is Annexure "B";
- p) It is an express, essential, vital and integral term and condition of this Agreement that :-
- i) The Company shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said complex, layout, plans and specifications of the flats and premises in



दलन-५
 ७६८५/२००६
 ७-६४

the said building, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, Club House, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said building and/or dimension or location of parking spaces as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned authorities;

- ii) The Company may, in their sole discretion, form and register one or more associations comprising purchasers, transferees and allottees of the flats, premises, and parking spaces for one building or any group of buildings in the said complex, or for any wing/s of any building therein which may be an association of persons duly incorporated or formed under any law for the time being in force, which may be a company/companies incorporated under the Companies Act, 1956, or a Co-operative society/societies formed under the Maharashtra Co-operative Societies Act, 1960 and/or an association/associations of apartment owners formed under Maharashtra Apartment Ownership Act, 1970 (hereinafter referred to as "the Corporate Body/s") and if more than one corporate Body/s is formed and registered as aforesaid, then the Company may as they may deem fit, form and register one or more federation/s and/or apex body/s comprising such individual Corporate Body/s (hereinafter referred to as "the Apex Body") for the management, maintenance, regulation and control of all the common areas, amenities and facilities in the said complex and for such other purposes as they may decide, and
- iii) The Company shall transfer to the Corporate Body/s and/or the Apex Body as the case may be, as they may determine in their sole and unfettered discretion, the said building together with the land beneath and/or appurtenant to the said building, by executing the

30.04.2008
83-2

necessary Deed/s of Conveyance, Lease, sub-Lease, and/or Transfer (hereinafter referred to as "the Deed/s of Transfer") in favour of the Corporate Body/s and/or the Apex Body, as the case may be, in the manner described in this Agreement;

- q) The Company are desirous of selling, transferring or otherwise allotting or disposing of flats, premises, parking spaces (open/covered/stilt) and other areas including gardens/terraces appurtenant to or adjoining or abutting and/or above certain premises in or around the said building on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various purchasers or transferees thereof;
- r) The Purchaser/s is/are desirous and acquiring from the Company Flat bearing number 1404 admeasuring 938 sq. ft. built up area equivalent to 87.17 sq. meters built-up area on the Fourteen floor in the said building (hereinafter referred to as "the Flat") for the consideration and on the terms and conditions herein contained. The Flat is shown verged red on the typical floor plan thereof hereto annexed as Annexure "C".
- s) The Purchaser has made / hereby makes the necessary declaration/s under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 and/or the Maharashtra Co-operative Societies Act, 1960. Relying upon the aforesaid, the Company have agreed to sell and allot to the Purchaser the Flat for the consideration and on the other terms and conditions herein contained.
- t) Under the provisions of the MOF Act the parties hereto are required to execute an Agreement for sale and register the same under the provisions of the Registration Act, 1908, being these presents:

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

1. The Company shall construct the said building/s consisting of ~~ground/stilt/~~ parking space and ~~Seven / Twelve /~~ Fourteen upper floors, to be named as "Maikar" and bearing

Apaljay
B.M. Vardhney
Apaljay

REG. NO. <u>08/4/2008</u>
<u>C-88</u>

No. B-3 in the Complex known as "KAVYADHARA" consisting of residential flats/shops /Commercial Premises in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Company may consider necessary or as may be required by the concerned local authority/Government to be made in them or any of them.

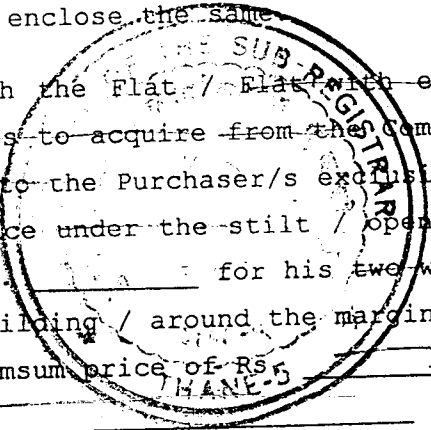
2. The Purchaser/s hereby agrees to purchase from the Company and the Company hereby agrees to sell to the Purchaser/s residential Flat bearing No. 1404 on the Fourteen floor; admeasuring 938 square feet (built up) equivalent to 87.17 sq. meters (built up) (which is inclusive of the area of balconies) shown in the floor plan thereof hereto annexed and marked as Annexure "C" (hereinafter referred to as "the Flat ") for the lumpsum price of Rs. 24,47,210/- (Rupees

Twenty Four Lacs Forty Seven Thousand Two Hundred and Ten only) The Flat will be provided with amenities, which are more particularly described in Second Schedule hereunder written.

The Purchaser/s along with the Flat ~~agrees to acquire from the Company and Company hereby agrees to grant to the Purchaser/s exclusive right to use open portion of land in front of the Flat as a garden having area of _____ sq. feet equivalent to _____ sq. meter adjoining the Flat for a lumpsum price of Rs. _____/- (Rupees~~

~~_____ Only). The benefit of the garden is attached to the Flat hereunder agreed to be sold to the Purchaser/s. The Purchaser/s shall have no right to cover or enclose the same.~~

The Purchaser/s along with the Flat / ~~Flat with exclusive garden as mentioned above agrees to acquire from the Company and Company hereby agrees to grant to the Purchaser/s exclusive right to use (open/close) parking space under the stilt / open parking space in parking lot bearing No. _____ for his two wheeler. / four wheeler in the stilt of building / around the margin area of building No. _____ further lumsum price of Rs. _____/- (Rupees _____ Only).~~



Thus making aggregate price for the Flat / Flat with garden / Shop/Commercial Premises and the said adjoining open portion of land as a garden and the said parking space For

Supachya

Supachya
B.M. Upadhyay

3084/2008
90-88

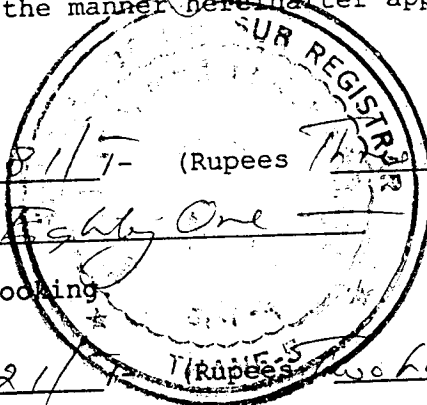
Rs. 24,47,210/- (Rupees Twenty Four Lacs Forty Seven Thousand Two Hundred Only). The Purchaser/s has/have no right to cover or enclose the said portions. The flat, garden appurtenant thereto, along with parking place are collectively referred to as "the said Premises."

3. The price of the said Premises mentioned in Clause No.2 hereinabove is fixed on the basis of the existing costs of building materials as also the existing labour charges. If before completion of the said Premises the price of the building materials and or labour charges increase, resulting in overall increase in cost of construction by more than 5% over the present cost of construction, the Purchaser/s shall pay to the Company such additional price for the said Premises as may be certified by the Architects M/s Vastushilp Associates having their office at 15, Bhagyavruddhi, Gokhale Road, Naik Wadi, Thane - 400 602 and the Purchaser/s shall be bound to pay such additional price before the Purchaser/s become/s entitled to delivery of possession of said Premises.

4. The Purchaser/s has/have paid to the Company Rs. 10,000/- (Rupees Ten Thousand Only) as earnest money on or before execution hereof (the payment and receipt whereof the Company hereby admits and acknowledges and of and from the same and each part thereof do hereby acquit, release and discharge the Purchaser/s forever) and hereby agrees to pay to the Company the balance amount of purchase price of Rs. 24,37,210/- (Rupees Twenty Four Lacs Thirty Seven Thousand Two Hundred Ten Only) in the manner hereinafter appearing;

a) A sum Rs. 3,57,081/- (Rupees Three Lacs Fifty Seven Thousand Eighty One only) on Within One Month from Booking

b) A sum Rs. 2,44,721/- (Rupees Two Lacs Forty Four Thousand Seven Hundred Twenty One only) on commencing infra structure activities like Foundation.



Apudhye
B.M. Upadhyay
Apudhye

टनन-६
दाता क्रमांक ७६५/२००६
११ - ६८

- c) A sum Rs. 2,44,721/- (Rupees Two Lacs Forty Four Thousand Seven Hundred Twenty One only) on commencing infra structure activities like Plinth.
- d) A sum Rs. 1,71,304/- (Rupees One Lac Seventy One Thousand Three Hundred Four only) on the commencement of the Second Slab of the said Building.
- e) A sum Rs. 1,21,304/- (Rupees One Lac Seventy One Thousand Three Hundred Four only) on the commencement of the Fourth Slab of the said Building.
- f) A sum Rs. 1,46,832/- (Rupees One Lac Forty Six Thousand Eight Hundred Thirty Two only) on the commencement of the Sixth Slab of the said Building.
- g) A sum Rs. 1,46,833/- (Rupees One Lac Forty Six Thousand Eight Hundred Thirty Three only) on the commencement of the Eighth Slab of the said Building.
- h) A sum Rs. 1,46,833/- (Rupees One Lac Forty Six Thousand Eight Hundred Thirty Three only) on the commencement of the Tenth Slab of the said Building.
- i) A sum Rs. 1,46,833/- (Rupees One Lac Forty Six Thousand Eight Hundred Thirty Three only) on the commencement of the Twelfth Slab of the said Building.
- j) A sum Rs. 1,46,833/- (Rupees One Lac Forty Six Thousand Eight Hundred Thirty Three only) on the commencement of the Fourteenth Slab of the said Building.
- k) A sum Rs. 1,46,833/- (Rupees One Lac Forty Six Thousand Eight Hundred Thirty Three only) on the commencement of the Top Slab of the said Building.

Apudhy
B.M. Upadhyay.
Apudhy

एनन-९
१२-८८

- l) A sum Rs. 73,417/- (Rupees Seventy-Three Thousand Four Hundred Seventeen only) on the brickwork of the said Building being commenced.
- m) A sum Rs. 73,416/- (Rupees Seventy-Three Thousand Four Hundred Sixteen only) on external plaster of the said Building being commenced.
- n) A sum Rs. 73,416/- (Rupees Seventy-Three Thousand Four Hundred Sixteen only) on internal plaster of the said Building being commenced.
- o) A sum Rs. 73,416/- (Rupees Seventy-Three Thousand Four Hundred Sixteen only) on the flooring work of the said Building being commenced.
- p) A sum Rs. 73,417/- (Rupees Seventy-Three Thousand Four Hundred Seventeen only) on the possession of the said Premises being offered by the Company to the Purchaser/s.

5. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time in respect of the said payment as also in respect of other payments payable by the Purchaser/s unto the Company under these presents is the essence of the contract. The Company will forward to the Purchaser/s with intimation, having carried out the aforesaid work at the address given by the Purchaser/s in this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of Company dispatching intimation Under Certificate of Posting at the address of the Purchaser/s as given herein. The Company will keep Certificate of their Architects certifying that the Company has carried out given item of work and such certificate will be open for inspection by the Purchaser/s at the office of the Company and such Certificate shall be conclusive proof that the plinth or respective slabs or respective stages of work are completed. The Purchaser/s are not entitled to and hereby agrees not to raise any objection as regards the work completed as stated in the certificate of the Company's Architect.

Apdly
13.11.11
B. M. Upadhyay
Bupadhyay

277-9
93-28

6. The Company hereby agree 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, before handing over possession of the said Premises to the Purchaser/s and obtain from the concerned local authority occupation and/or completion certificates in respect of the said Premises.

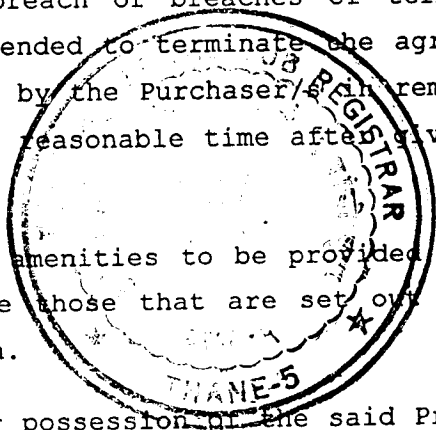
7. The Purchaser/s agrees to pay to the Company interest at 24% per annum on all the amounts which become due and payable by the Purchaser/s under the terms of this agreement from the date of the said amount becoming payable till realization thereof by the Purchaser/s to the Company.

8. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Company under this Agreement (including his proportionate share of tax levied by the concerned local authorities and other outgoings) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Company, without prejudice to their rights to charge interest, shall be entitled at their own option to terminate this agreement and forfeit the amount till date.

PROVIDED HOWEVER that the power of termination herein before contained shall not be exercised by the Company unless and until the Company shall have given to the Purchaser/s 15 days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions due to which they intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice.

9. The fixtures, fittings and amenities to be provided by the Company in the said Premises are those that are set out in the Second Schedule hereunder written.

10. The Company shall hand over possession of the said Premises to the Purchaser/s on or before _____ Month of _____. If the Company fails or neglects to give possession of the said Premises to the Purchaser/s on account of reasons beyond themselves and their agents as specified in



the control of
24.1.8
REGISTRATION/2008
98-58

Maharashtra Ownership Flats Act, 1963 by the aforesaid date, then the Company shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises. The Purchaser/s shall not be entitled to any damages.

PROVIDED that the Company shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of the said Building in which the said Premises is to be situated is delayed on account of :-

- I Non availability of steel, cement, other building material, water or electric supply;
- II War, Civil Commotion or Act of God or any other prohibitory order;
- III Any notice, order, rule notification of the government, court and/or other public or competent authority.
- IV Any other reason beyond control of the Company as may be decided by the Company's Architect namely Vastu Shilp Associates.

11. The Purchaser/s shall take possession of the said Premises within seven days of the Company giving written notice to the Purchaser/s intimating that the said Premises is/are ready for use and occupation. Before taking possession of the said Premises the Purchaser/s shall sign and/or execute all writings and papers as may be reasonably required by the Company including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Corporate Body/s and shall pay the price payable by them. Under no circumstances the Purchaser/s shall be entitled to the possession of the premises unless and until all the payments required to be made under this Agreement by the Purchaser/s have been made to the Company and other obligation terms and conditions agreed by the Purchaser/s and mentioned in this Agreement are carried out fully by the Purchaser/s.

12. If within a period of one year from the date of handing over the said Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Company any defect in the said Premises or the said Building in which the said Premises is/are situated or

THANE-5
98-28

the material used therein or any unauthorised change in the construction of the said Building, then wherever possible such defects or unauthorised changes shall be rectified by the Company at their own cost.

13. a) The Purchaser, in respect of the said Premises, shall be liable to bear and pay from the date of the said building being completed, his share of the outgoings, maintenance charges, property taxes, non agricultural taxes, rates, taxes cesses assessments, insurance premium, parking charges, costs of painting the said building, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, open spaces and other parts of the said building, the said complex and the Club House, Swimming Pool, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said complex and such other expenses as are necessary or incidental for maintenance and upkeep of the said building, the said complex and Club House and other charges and levies of like nature, payable in respect of the said premises, the said building, the Club House, the said property and the said complex, to all government, semi-government local and public and/or private bodies and authorities, including the Corporation, the Collector and the Company. For the purposes of maintenance of the said building, said complex and the said property as whole, the Company has appointed Swapna Dhara Project Private Limited to look after all the affairs pertaining thereto. Simultaneously with the execution hereof, the Purchaser shall enter into an agreement with Swapna Dhara Project Private Limited for the maintenance of affairs pertaining to the said Premises, said building and said complex. The Purchaser shall pay to Swapna Dhara Project Private Limited on or before taking possession of the said premises, his estimated proportionate share of provisional outgoing for one year in advance (based on the chargeable area of the said flat), for the purposes of management and administration and shall continue to do so till such time as conveyance in favour of the Corporate Body/s as is contemplated herein is done. Swapna Dhara Project Private Limited shall maintain the said building and amenities by collecting in advance

१८-८८
१८-८८
१८-८८

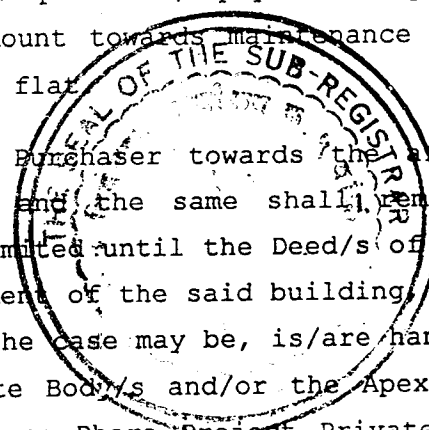
from the Purchaser/s his/her/their share one year towards the same and shall be responsible for maintaining true and proper accounts thereof till the time the said property is conveyed to the apex body as is herein stated.

Swapna Dhara Project Private Limited shall raise bills periodically on the Purchaser in respect of his proportionate share of these payments and outgoings for the said premises (based on the chargeable area of the said Flat), in advance for each month after a period of 12 (twelve) months from the date of the completion of the building and the Purchaser shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bill and the Purchaser shall not withhold the same for any reason whatsoever.

In addition to the aforesaid amounts, the Purchaser shall also be liable to bear and pay to Swapna Dhara Project Private Limited in respect of the Club House, a monthly charge depending on the actual user of each of the amenities and facilities provided in respect of the Club House and Swimming Pool, as may be determined by Swapna Dhara Project Private Limited in their sole and unfettered discretion and the decision of Swapna Dhara Project Private Limited in this regard will be final and binding on the Purchaser. If the Purchaser fails or neglects to pay these charges for any reason whatsoever, the Purchaser shall not be entitled or permitted to use the Club House, Swimming Pool and other recreational facilities.

b) The Purchaser shall, within 7 (seven) days from demand being made by the Company in this regard and in any event prior to taking possession of the said premises, pay to Swapna Dhara Project Private Limited the amount towards maintenance based on the chargeable area of the said flat.

The amounts paid by the Purchaser towards the aforesaid, shall not carry any interest and the same shall remain with Swapna Dhara Project Private Limited until the Deed/s of Transfer is/are executed and the management of the said building, the said complex and the Club House as the case may be, is/are handed over by the Company to the Corporate Body/s and/or the Apex Body as the case may be, whereupon Swapna Dhara Project Private Limited shall pay over the same, after making deductions and utilizing, appropriating and adjusting amounts therefrom or otherwise, to

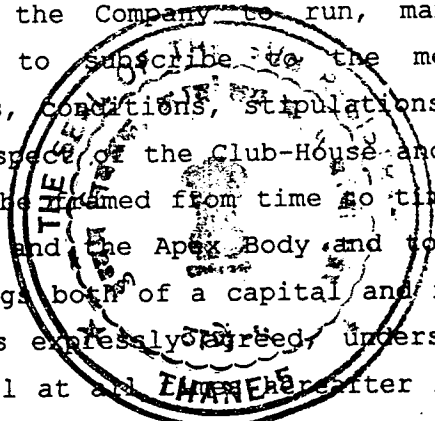


ट न न - ६
दस्तावेज क्रमांक ७६६५२००६
१७ - ६४

the Corporate Body/s and/or the Apex Body. Swapna Dhara Project Private Limited shall be liable to render the account of the amounts so collected above only to the Corporate Body/s and/or the Apex Body, as the case may be, and not individually to the Purchaser at any time.

14) i) The Company propose to provide a recreation area comprising of special amenities and facilities such as swimming pool, health club, club house and garden (herein referred to as "the amenities") on a portion of the said property and/or the said complex for the use and benefit of various owners of flats and premises to be constructed on the said properties and in the said complex and/or other adjoining contiguous or adjacent lands and properties or in the vicinity thereof or held or to be held by the Company and/or their associate or group concern/s. The Company may, if they so desire and deem fit and proper, provide additional facilities and/or withdraw existing facilities and amenities for the Club House to be located on the said property or the contiguous, adjacent or adjoining lands for such use as the Company may deem fit, and the Purchaser shall not be entitled to raise any grievance in respect of the same. The Company shall start work on the amenities only after 75% of the flats/shops situated in the said complex are sold and the Purchaser shall not raise grievance in respect of the same.

ii) The amenities shall be maintained and managed by Swapna Dhara Project Private Limited or such person/s as they may deem fit until execution and registration of the Deed/s of Transfer. The Purchaser undertakes to become a member of any constituent body that may be formed by the Company to run, manage and maintain the amenities, and to subscribe to the membership thereof and abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of the Club-House and its use and enjoyment thereof, as may be framed from time to time by the Company, the Corporate Body/s and the Apex Body and to pay and discharge all dues and outgoings both of a capital and recurring nature in this behalf. It is expressly agreed, understood and declared that the Company shall at all times hereafter including after execution and registration of the Deed/s of Transfer have the irrevocable and unconditional right and be entitled to and be at liberty to nominate and/or appoint any person/s, whether they be holders or owners or occupants of flats and premises in the



दस्तावेज-६
१८-६८/२००८
१८-६८

said building or in the vicinity or proximity of the said complex, as constituent/s of the aforesaid body or entity with full right to utilize and enjoy and have the benefit of all the amenities subject to such person/s subscribing to the membership thereof and undertaking to abide by the terms, conditions, stipulations, rules, regulations and bye-laws as may be framed from time to time and to pay and discharge all dues and outgoings both of a capital and recurring nature in this behalf. The Purchaser hereby irrevocably consents to the aforesaid and agrees and undertakes not to do or commit or omit to do any act, deed, matter or thing, which would in any manner, interfere with, cause hindrance to or adversely affect the aforesaid rights of the Company.

iii) Till the time conveyance is made in favour of the Corporate Body/s, all aspects or matters of whatsoever nature relating to or incidental to the amenities shall be decided, regulated and governed by the constitution, bye-laws or rules and regulations from by Swapna Dhara Project Private Limited from time to time and later on such constitution, bye-laws, rules and regulations shall be such as drawn or framed by the Apex Body and the Purchaser shall not raise any objection or dispute of any nature whatsoever thereto.

14. The Company shall make all necessary arrangement for water supply as per the rules and regulations of TMC. All the deposits required to be paid by the Company to the TMC be paid out of the deposits paid by the Purchaser/s under this agreement.

15. Commencing a week after notice in writing is given by the Company to the Purchaser/s that the said Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) of outgoings in respect of the said property/building/s namely local taxes, betterment charges or such other levies levied by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bills collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building/s.

एनन-९
०८५/२००८
१२-८८

16. The Purchaser, simultaneously at the time of making payment of earnest money, and before execution of the agreement, shall keep deposited the following amounts with the Company.

- (i) Rs. 32,830/- 1- towards electric meter installation and security Deposit for the meter payable to MSEB and erection of transformer, cable laying etc.
- (ii) Rs. 2,860/- 1- towards proportionate share of Development Charges and including premium payable to Thane Municipal Corporation.
- (iii) Rs. 1,500/- 1- towards water Connection Charges and Deposit.
- (iv) Rs. 350/- 1- for share money, application and entrance fee of the Society.
- (v) Rs. 2,500/- 1- for Formation and Registration of the Society and Legal Charges in connection there with.
- (vi) Rs. 17,505/- 1- towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges.
- (iv) Rs. _____/- towards Legal Fees.

Similarly the Purchaser, on or before the completion of the building, shall keep deposited the following amount with Swapna Dhara Project Private Limited

Rs. 24,480/- 1- towards advance maintenance charges of the premium and common areas for 2 years.

Rs. 6,000/- Club House Rent for 2 years
 Rs. 23,480/- Intentional charges
 The Purchaser agrees and undertakes to tender the aforesaid maintenance charges on yearly basis till such time the entire property is conveyed by the Company in favour of the apex body as is herein contemplated.

17. The Company shall utilise the amount so collected hereinabove for the purposes of meeting all deposits, costs, out

एन.ए.ए.
२०-९८

Apadhyay
 B. M. Upadhyay
 Apadhyay

of pocket costs, charges and expenses of the Company in connection with above stated activities. The Company shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Purchaser shall not be entitled to raise grievance in respect of the same. All the aforesaid amounts are non-refundable. It is made clear that necessary stamp duty and Registration charges shall be borne by the Purchaser/s alone. If, however at any time the amounts paid or deposited by the Purchaser/s shall be found short, the Purchaser/s shall on demand by the Company deposit with them a further reasonable amount as may be demanded by them after adjusting any excess from other heads. The amount of deposits paid by the Purchaser/s to the Company shall not carry, any interest.

18. As stated above Swapna Dhara Project Private Limited shall maintain a consolidated account of the amounts collected by them by way of maintenance from all the Purchaser/s of the buildings in the said Complex and of all the amounts spent on expenses chargeable to them, and on transfer of the said pieces of land with the new buildings constructed thereon to the separate Co-Operative Societies of the Purchaser/s of premises in each buildings in the said Complex or to Apex Society or Other Association of such separate societies as provided herein, render a consolidated account to such Societies or Apex Society or Association and pay over to them the excess, if any, of such collections or recover from them the deficit, if any therein. Swapna Dhara Project Private Limited shall not be liable to maintain or render any separate account of the different acquirers of premises individually. Rendering of such consolidated account to such Societies or Association and settlement of account with them shall discharge Swapna Dhara Project Private Limited of their responsibility to refund excess, if any, out of such collections to the individual Purchaser/s of premises entitled to refund, and the different Purchaser/s of premises shall make-up and adjust their respective accounts between themselves, as members of such Societies or Apex Societies or Associations.

19. If any deposit premium or security deposit in addition to the abovementioned deposits, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or any other department or authority for providing water, drainage

एनन-६
२७-६८

or electricity connection, or any other services, amenity or facility in the said Building or in the said Complex or if any other levy is made by Government, Municipality, or local body or any other authority, the same shall be borne and paid by the Purchaser/s alongwith the Purchaser/s of all other premises in the said Building and in other buildings in the said Complex in proportion to the area of their respective premises and the Purchaser/s shall pay his/her/their proportionate share therein before taking possession of the said Premises. Till water supply to the different premises in the said Building is separate, the Purchaser/s shall pay along with the other outgoings a proper proportion of the water charges due in respect of his/her/their premises as may be determined by the Company.

20. (i) The Company reserves for itself the exclusive ownership, use and occupation of open spaces, portion/s of the said building and terrace/s and/or other building/s constructed or to be constructed on the said property and/or in the said complex and shall be absolutely at liberty for leasing out the same and/or setting up communication or information sites or links, equipment, cell site/base station with an attendant room to be constructed for the purpose and/or for setting up and displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs and to install dish antennae with certain systems and contraption, electric meter rooms, communication links, cables and connection lines on the terms and conditions agreed between them. The Company shall be entitled to deal with the same and receive consideration in respect thereof. The Company, its nominees and/or assigns shall become members of the Corporate Body/s that shall be formed of the said building in that respect.

(ii) The Purchaser, the Corporate Body/s and the Apas Body shall not raise any obstruction or interfere with the rights, powers and authorities of the Company in this regard. However any rates, charges or taxes or any other levies charged, imposed or levied by the Corporation, local or public or private bodies or the government (state and central) or any other concerned authorities for and in respect of the aforesaid use, enjoyment and benefit of the terraces and other areas of the said complex by the Company, the same shall be borne and paid by the Company;

एन नं-९
२२-६४

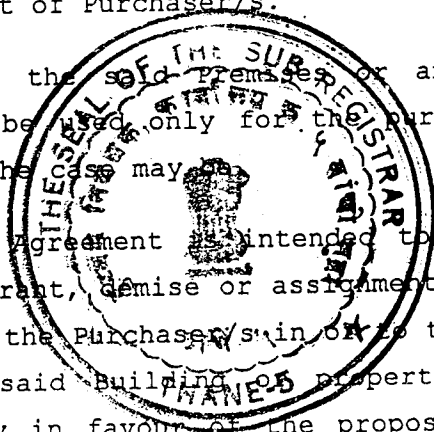
(iii) The Company and/or their respective nominee/s successors and assigns shall, if permissible, be entitled and have the right to become members of the Corporate Body/s and/or the Apex Body in respect of the aforesaid areas, with the same, to the extent permitted by law, rights, powers and authorities and subject to the same obligations and liabilities, as the Purchaser herein and all other ordinary members thereof;

(iv) In such an event, the Company, on receiving prior written intimation in that behalf, allow the members of the Corporate Body to visit the overhead tank, lift room for the purposes of its maintenance. The Company, its servants, agents, workmen, staff and employees and such other persons shall at all times have the right and authority to enter into and upon the said building, the said property and the said complex, for the purpose of access to and from the said open spaces, common terraces, parapet walls, external walls and other areas and to apply for, lay down, install and connect electric, communication and utility lines, cables and meters and to do and carry out all other work, acts, deeds and things thereon/therein and in respect thereof as the Company may desire and deem fit in their sole and unfettered discretion; and

21. The Purchaser/s agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Company for further better and more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Company or for securing the due fulfillment of the provisions hereof on the part of Purchaser/s.

22. The Purchaser/s shall use the ~~said premises~~ or any part thereof or permit the same to be used, only for the purpose of residence and/or commercial as the case may be.

23. Nothing contained in this Agreement is intended to be nor shall it be construed to be a grant, demise or assignment in law or as conferring any right upon the Purchaser/s, in or to the said Premises or any part of the said Building or property. Such conferment will take place only in favour of the proposed Apex Co-Operative Society or other Association of separate Co-Operative Societies of the purchaser/s of all premises in the



टनन-९
वस्तु क्रमांक ८६५२००९
२३-९४

storage tanks and other convenience and amenities for the aforesaid purposes and the Purchaser hereby consents to the same.

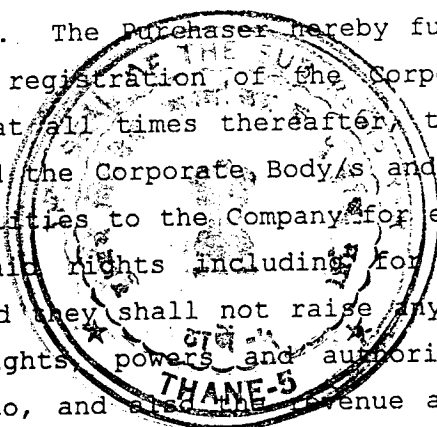
25. The entire revenue and income received or derived by the Company upon sale, transfer, assignment and/or disposal of all or any rights in the said property or the said complex or the entire construction, including additional construction, carried out on the said property and/or in the said complex by utilizing and consuming the FSI, FAR, DR and TDR or upon sale, transfer, assignment and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Company, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Purchaser herein, the Corporate Body/s and/or the Apex Body. The Company shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Purchaser herein, or to the purchasers, transferees or allottees of any other flats, premises, units or parking spaces in the said complex, or to the Corporate Body/s or to the Apex Body. The Purchaser, Corporate Body/s and the Apex Body shall not be entitled to nor demand any compensation or rebate on account of any of the aforesaid or otherwise.

26. The Company shall have a right to make additions and alterations to the said Building or any part or parts thereof or to any other buildings of the said project and also to raise or put additional stories or structures on the open land or open part or parts of the said Buildings including terraces at any time before transfer of the property and such right shall include the right to use the Floor Space Index or the additional Floor Space Index which may be available in respect of the said plot or other land at any time in future or by use of TDR brought from outside and as may be permitted by the Thane Municipal Corporation and such additional Floor Space Index, additions and additional structures or stories shall always be and shall always be deemed to be the sole property of the Company who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Purchaser/s and the Purchaser/s hereby consent to the same. The Purchaser/s hereby agree that he/she/they will agree to the Purchaser/s of

टनन ३
वस्तु क्रमांक: 06/4/...
२५-६४

said Buildings in the said Complex and only upon execution of a Conveyance or perpetual lease of the said property together with the buildings constructed thereon in favour of such Apex Society and other Association as hereinafter provided.

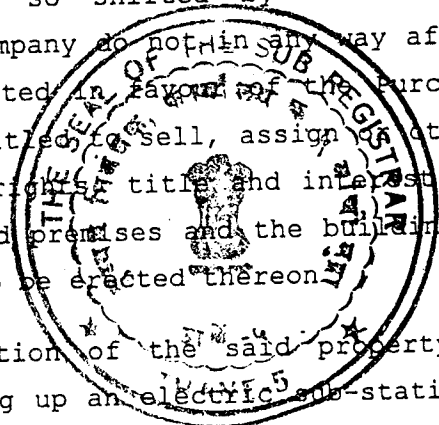
24. The Purchaser has given and granted to the Company, his specific, full, free, irrevocable and unqualified consent and permission for carrying out and implementing the scheme of development of the said complex and to the alteration variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making additional construction, as may be deemed necessary by the Company in their sole and unfettered discretion, after having fully understood the same and satisfied himself thereof. The Purchaser, the Corporate Body/s and the Apex Body shall not raise any dispute or objection to the Company and/or their nominees in implementing the scheme of development or making and effecting such additional construction on any ground whatsoever, including that of nuisance or annoyance etc, and they shall extend all co-operation, assistance and facilities to the Company in respect thereof at all times hereafter, even after entering into occupation of the said premises, and they shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Company in relation to the said FSI, FAR, DR and TDR and the utilization, consumption and transfer of the same including the right of the Company to deal with or dispose of the same in such manner as the Company may deem fit. The Deed/s of Transfer shall contain necessary covenants in favour of the Company in respect thereof. The Purchaser hereby further agrees that after formation and registration of the Corporate Body/s and/or the Apex Body and at all times thereafter, the Purchaser as such member thereof and the Corporate Body/s and/or the Apex Body shall extend all facilities to the Company for enabling them to exercise their aforesaid rights including for making such additional construction and they shall not raise any obstruction or interfere with the rights, powers and authorities of the Company in relation thereto, and also the revenue and/or income received or derived by the Company upon sale, transfer, lease or disposal of such entire additional construction and of such FSI, FAR, DR and TDR, and the Company shall be entitled to utilize and/or avail of power and water supply from connections, lines or



दलन ५
 २४-६४

such additional story or structure being made members of the Co-Operative Society. The Purchaser/s, the Society and/or Limited Company and/or Apex Society shall only have access to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls and the compound around the Complex shall always be the property of the Company. The Purchaser/s shall not be entitled to raise any objection or claim any adjustment in the price of the premises agreed to be acquired by him/her/them and/or claims any compensation or damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Purchaser/s hereby agree(s) that all necessary facilities, assistance and co-operation will be rendered by the Purchaser/s to the Company to enable the Company to make additions and alterations and/or raise additional story or structure in accordance with the plans sanctioned or which may be hereafter sanctioned by the Thane Municipal Corporation and the Purchaser/s hereby further agree(s) that after the proposed Co-operative Society or Limited Company as the case may be is registered, the Purchaser/s as member(s) of such Society shall accord his/her/their consent to such Society for giving to the Company and give full facility, assistance and co-operation to enable the Company to make the said additions and/or alterations and/or additional story or stories or structures as aforesaid and also for the aforesaid purpose to shift the present water tanks on the upper floors when so constructed and Purchaser/s hereby consent(s) to the same being so shifted by the Companies. PROVIDED that as long as the Company do not in any way affect or prejudice the right hereby granted in favour of the Purchaser/s the Company shall always be entitled to sell, assign or otherwise deal with or dispose of their rights, title and interest in the said property, hereditaments and premises and the building under construction and/or hereafter to be erected thereon.

27. In the event of any portion of the said property being required by M.S.E.B. for putting up an electric sub-station, the Company shall be entitled to give such portion to the said M.S.E.B. or any other body for such purpose on terms and conditions as may be agreed by the Company.

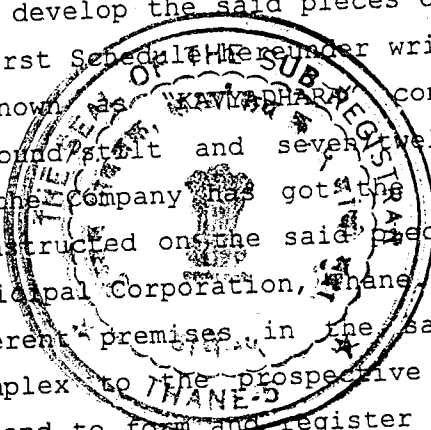


दस्तावेज-६
०८८५/२००६
२६-६८

28. The Purchaser/s shall have no claim save and except to the said Premises hereby agreed to be purchased by him/her/them and all other portions of the said Buildings shall remain the property of the Company until transfer thereof to the Apex Society or other Association of the separate societies of the Purchaser/s of all the premises or the sale of the last premises by the Company whichever is later. Save as provided in Clause No 2 hereinabove, the Purchaser/s shall have no claim upon the open spaces, parking spaces, (other than or unless specifically allotted under this presents) lobbies, terrace, garden areas etc. and the same shall absolutely belong to the Company until transfer of the property to such Society of the Purchaser/s of all the premises or the sale of the last premises by the Company whichever is later and thereafter to such Society.

29. The Company shall be at liberty and be entitled to complete any wing/part/portion/floor of the said Building/s and apply for and obtain part-occupation Certificates therefore, and give possession thereof to the Purchaser/s of the said Premises therein, and the Purchaser/s herein shall not object to the same. In such event, however, if the Purchaser/s take/s possession of his/her their premises in such part-completed wing part portion of floor and the remaining work is carried on by the Company or their agents or contractors with the Purchaser/s - occupying his/her/their premises, the Purchaser/s shall not obstruct or object to the execution of such works, even if the same shall cause any nuisance or annoyance to him/her/them or other Occupants of the said Premises.

30. The Company propose to develop the said pieces of land more particularly described in First Schedule hereunder written into a building Complex to be known as KAVIADHAR consisting of several buildings with ground/floor and seven twelve/fourteen upper floors. Accordingly the Company has got the lay out for several buildings to be constructed on the said pieces of land, sanctioned by the Thane Municipal Corporation, Thane. The Company propose to sell the different premises in the said proposed buildings in the said Complex to the prospective Purchaser/s thereof on ownership basis and to form and register separate Co-Operative Housing Societies of the Purchaser/s of premises in such buildings.

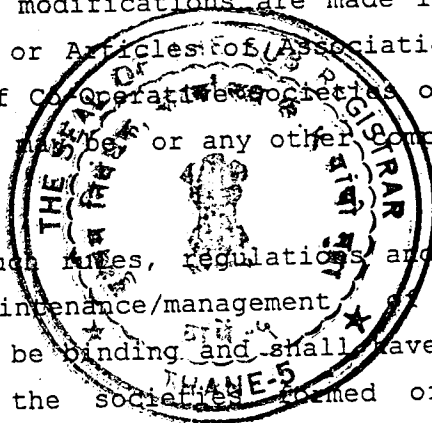


कम.सं. ९
दस्तावेज सं. १०६५/१-१६
२०-६४

31. The Company shall form and register separate Co-Operative Housing Societies of the Purchaser/s of the said Premises in each building or a combined society for one or more buildings to be constructed on the said pieces of land. Each such separate Society shall be entitled to hold the land underneath its building and the available compulsory open space around the same and shall be bound to maintain the same and the Apex Society or other Association of separate societies will be responsible for Administration maintenance and management of the lay-out common roads, gardens, open spaces, common Waterlines, sub-station (if any), common electricity lines upto individual buildings, security services and other common services attending to the common problems, facilities, conveniences and amenities in the said Complex.

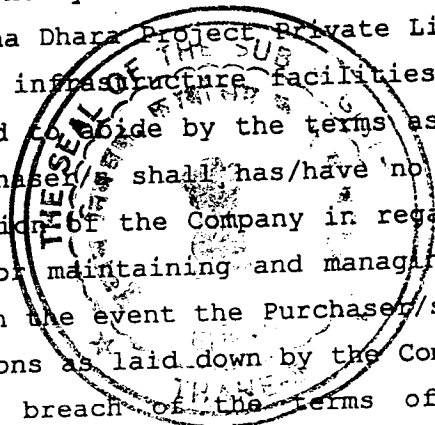
32. The Purchaser/s shall become and be a member of the said proposed separate Society or other Association of the Purchaser/s of all the premises in the said Building and Apex Society or other Association of all the separate societies and from time to time sign all proposals and applications for registration thereof including the bye-laws thereof and return the same to the Company within seven days of receipt thereof without objecting to any changes, modifications as may have to be made in the same as the Company may think proper, actively assist and co-operate in the formation and registration thereof and for such purpose from time to time sign all letters, writings and documents and do all other acts, deeds, matters and things as the Company and/or such Society may reasonably require. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum or Articles of Association as may be required by the Register of Co-operative Societies or the Register of Companies, as the case may be, or any other competent authority.

33. The Apex Body shall frame such rules, regulations and bye-laws for the effective maintenance/management of the infrastructure and the same shall be binding and shall have full effect and full force against the societies formed of the Purchaser/s of buildings constructed on the said property including its members and others as aforesaid. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Apex Body by the Societies/ Associations or



तनन-५
२८-८४

their members or others shall be liable to such action as stated in the said rules, regulations and bye-laws or as the Apex Body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Company and the Apex Body shall maintain, govern and administer the infrastructure of the property on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Company. The Purchaser/s hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of such infrastructure facilities as mentioned hereinabove. The Purchaser/s has/have entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed, accepted and confirmed by the Purchaser/s that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Company have granted Swapna Dhara Project Private Limited full power, control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose Swapna Dhara Project Private Limited shall be entitled to lay down such terms and conditions as regards payment by the Purchaser/s of Premises in all the Buildings regarding monthly maintenance charges or otherwise to enable the said Swapna Dhara Project Private Limited to effectively maintain the said infrastructure facilities. The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Company and the Purchaser/s shall have no right to question and dispute the decision of the Company in regard to their powers and the authority for maintaining and managing the said infrastructure facilities. In the event the Purchaser/s fail to abide by the terms and conditions as laid down by the Company, the same shall be deemed as a breach of the terms of this agreement and thereupon the Company shall have the right to avail of the remedies under the law and as per the terms of this Agreement, even though the Purchaser/s shall not have taken possession of the said Premises and the Purchaser/s shall not



३७७-५
 ०८५/२००९
 २९-९४

have paid the consideration amount and all other dues under the said Agreement. The cost for formation of the Apex Society will be collected and paid to the Company in advance from each of the societies of the respective individual building and on the event of the said Society not being promoted as envisaged then the respective Purchaser/s hereby agrees to contribute for promotion of the said Apex Society as may be demanded by the Company.

34. Swapna Dhara Project Private Limited shall be carrying on its activities out of the general charges collected from the respective purchasers of the flats and premises situated in the building/s of the complex. It is hereby clarified that till the time the conveyance is executed by the Company in favour of the Apex body, Swapna Dhara Project Private Limited shall manage and maintain all the amenities and common areas and the Purchaser shall not raise grievance in respect of the same.

35. The said property with the said Buildings shall be conveyed or caused to be conveyed to Apex Society registered for the said Buildings and consisting of individual societies of the said building. The said Apex Society shall be registered only after the said property shall have been fully developed and all the flats, shops and other Premises in the said Building are sold and disposed off and individual societies are promoted. The Purchaser/s shall become a member of the said individual Society and Apex Society which are to be formed solely for the purpose of the administration management and maintenance of the said property and the Company shall execute and/or cause the Owners to execute the Conveyance or perpetual lease in respect of the said property with the said Building in favour of the said Apex Society. Until such Conveyance or perpetual lease is executed, the right of the Purchaser/s shall be confined only to the respective premises and the Purchaser/s and/or the Society to be formed for the purpose of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only in respect of the said property and the said Building in favour of the Apex Society on the execution of the Conveyance or perpetual lease in its favour as aforesaid. If the Company so think proper and convenient, the Company may cause to execute separate Conveyance or perpetual leases in respect of the separate buildings, the land underneath the same and available appurtenant area in favour of the separate societies

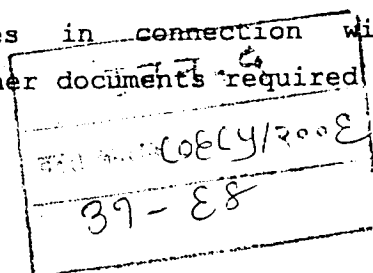
जन-९
३०-९८

and conveyance or perpetual lease in respect of the common areas, roads and gardens etc. in favour of the Apex Society or other Association of the separate Societies. Unless all the Purchaser/s of flats, shops and other premises etc. have paid their contribution for Stamp Duty and Registration Charges, to the Company, the Company shall not be bound to execute or cause the conveyance or perpetual lease to be executed in favour of the Corporate Body/s or the Apex body as the case may be.

36. The Purchaser/s is/are hereby further informed that the day to day maintenance of the infrastructure facilities such as street light, sewerage plant, over-head and underground water tank, external roads, septic tank, Club House, Swimming Pool, gardens and security within the Complex and/or sector as more particularly setout in the Third Schedule shall be maintained by Swapna Dhara Project Private Limited and/or Society and/or Limited Company as the case may be out of the monthly maintenance charges to be paid by the Purchaser/s in that behalf promptly and regularly without default to Swapna Dhara Project Private Limited and/or the Society whereof the Purchaser/s would become a member and in the event the Purchaser/s fail to pay the said monthly charges, necessary action shall be taken and/or adopted against the Purchaser/s for the breach committed and such breach shall be construed as the breach of the terms and conditions of this Agreement, which shall always be deemed to be in existence as long as the Purchaser/s is/are the holder of the said Premises.

37. The Company shall be liable to pay only the Municipal rates and taxes at actual, in respect of the unsold shops/offices/flats and other premises. In case the conveyance or perpetual lease is executed in favour of the Co-Operative Society and/or Apex Society as the case may be before the disposal of the Company of all the shops/offices/flats and other premises, then in that case, the Company shall join in as the member of the said Society or Limited Company as the case may be and as and when such premises are sold, to the persons of the choice and at the Discretion of the Company, the Co-Operative Society and/or Limited Company as the case may be shall admit such Purchaser/s as members of such Society or Limited Company without charging any premium or any other extra payment for the same.

38. All costs, charges and expenses in connection with preparation, engrossing, stamping any other documents required to



be executed by the Company or by Purchaser/s, stamp and registration charges in respect of such documents transferring land and building in favour of the Co-Operative Society and or Apex Society or Company or any Association as well as the entire professional cost of the Advocates of the Company in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of such Society. The Company shall not contribute anything towards such expenses. The Purchaser/s and the Society shall not demand the proportionate share in regard to the above. The amount payable under this Clause is in addition to the amount as mentioned in Clause No. 16 above.

39. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities along with the said Premises and the nature and extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Fourth Schedule hereto. It is distinctly agreed that the Purchaser shall not be entitled to park any vehicle in the compound of the said Complex unless the Purchaser has obtained from the Company prior permission to do so and the said permission may be granted on such terms and conditions as the Company may deem fit and in that case the Purchaser shall be allowed to park the vehicle only at the space nominated by the Company in that behalf.

40. It is expressly agreed between the Company and the Purchaser/s that the said Premises shall be utilized for residential/commercial purposes and the car parking space covered under the stilt, if allotted by the Company, shall be used only for parking vehicle belonging to the Purchaser/s only. The Purchaser/s agrees not the change user of the said Premises without prior consent in writing of the Company which the Company will be entitled to refuse if they deem fit and any unauthorized change of the user of the said Premises by the Purchaser/s shall render this Agreement void/voidable at the option of the Company and the Purchaser/s in that event shall not be entitled to any rights under or arising out of this Agreement.

41. The Purchaser/s hereto specifically declare and confirm that :

तमन-९
३२-६४

- a) The Purchaser/s has/have inspected title deeds relating to the said property and has/have ascertained for himself/herself/themselves the title of the Company to develop the said property and therefore Purchaser/s shall not be entitled to further investigate the title and no requisition or objection shall be raised upon any matter relating thereto.
- b) That the possession of the said Premises is not transferred to the Purchaser/s before the execution or at the time of execution or after the execution of this Agreement;
- c) This agreement is not to be or is not intended to be construed as conveyance or perpetual lease nor is it intended by the parties and no interest in the immovable property is or is intended to be created and transferred to or vested in the Purchaser/s;

42. The Purchaser/s hereby agrees that :

- a) Until such time the conveyance of the said property and the said Building is executed in favour of the Body Corporate/s or Apex Society, the Company shall be entitled to transfer, assign, dispose of and/or sell in any manner it deems fit or proper the terraces, common and open areas to anybody for such price and on such terms and conditions as the Company deem fit. The Purchaser/s along with the other Purchaser/s shall not raise or be entitled to raise any objection of whatsoever nature or kind;
- b) Until such time the conveyance of the said property and the said Building is executed in favour of the Body Corporate/s or Apex Society as aforesaid the Purchaser/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the Company and generally to do all and every reasonable act that the Company may call upon the Purchaser/s to do or carry out.
- c) The Purchaser/s/s shall have no claim/right on any part of the said property and also to any part or parts of the said Building other than the said Premises agreed to be taken by him/her/them. All open spaces, lobbies, staircases, terraces shall, save and except what may have already been sold, remain the property of the Company until

त न न - ९
३३-६४

the whole property is assigned and transferred to the Body Corporate/s or Apex Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Company as herein provided.

- d) The Company shall have absolute & exclusive right & authority to use, utilise & consume present F.S.I. and the F.S.I. and/or T.D.R. which will be made available to them by the concerned local authorities in future & the Purchaser/s shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof.

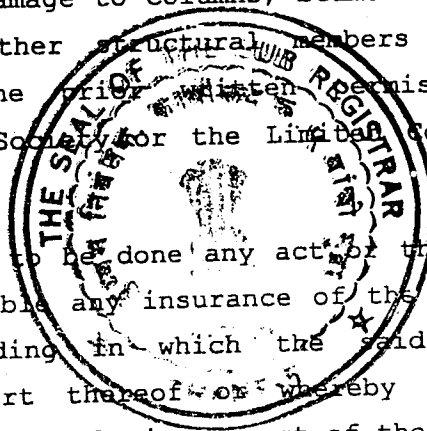
43. The Purchaser/s himself/herself/themselves with an intention to bring all persons into whomsoever hands the said Premises may come, doth hereby covenant with the Company as follows:

- a) To maintain the premises at Purchaser/s own costs in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Premises is situated and/or the said Premises itself or any part thereof;
- b) Not to store in the said Premises any goods which are hazardous, combustible or of inflammable nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages in upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the said Building in which the said Premises is situated including entrances of the said Building in which the said Premises is situated and in case any damage is caused to the said Building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser/s in this behalf,

त न न - ६
दस्तावेज क्रमांक ७६८५/२००६
३४ - ६६

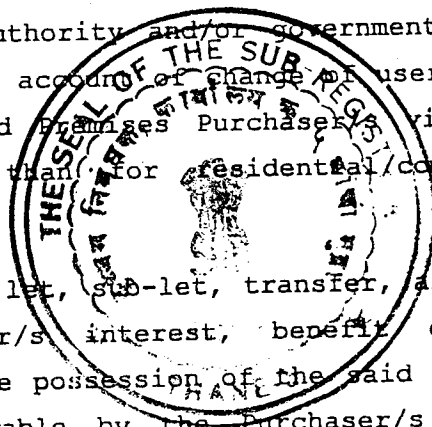
the Purchaser/s shall be liable for the consequences of the breach;

- c) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Company to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Premises or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority AND in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and/or 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 said Premises or any part thereof, nor at any time, make or cause to be made any addition or alteration of whatsoever nature in or to the said Premises or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building in which the said Premises is situated and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams walls, slabs or R.C.C. Purdis or other structural members in the said Premises without the prior written permission of the Company and/or the Society for the Limited Company as the case may be;
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in



टनन-९
३५-४४

- the compound or any portion of the said property and the said Building in which the said Premises is situated;
- g) Not to use the said Premises or permit the same to be used for any purpose other than that permitted by the Company or for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers of neighboring premises or for any illegal or immoral purpose, or in violation of any rules applicable thereto.
- h) Not to encroach upon or make use of any portion of the said Building not agreed to be acquired by him/her/them.
- i) Carry out along with other Purchaser/s in the said Buildings, at their own costs, without holding the Company responsible or liable for, all repairs, additions and alterations in or to the said Building and the said Premises as may be required to be carried out hereafter by the Government, Gram Panchayat, Municipal Corporation or any other Statutory Authority.
- j) Change the external elevation or colour scheme of the said Building.
- k) Until all premises in the said Building are not separately assessed for Municipal taxes and other levies, pay his/her/their shares thereof in proportion to the area of his/her/their premises.
- l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Premises by the said Premises Purchaser/s viz. user for any purpose other than for residential/commercial purpose as the case may be
- m) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser/s interest, benefit of this agreement or part with the possession of the said Premises until all the dues, payable by the Purchaser/s to the Company under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in



दनन-६	
रसम-३०००	/२००६
३६-६४	

writing to the Company and obtain its no objection till the Society or Limited Company is registered;

- n) The Purchaser/s shall observe and perform all the rules and regulations which the Body Coporate/s or Apex Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society or Apex Society or Limited Company regarding the occupation and use of premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance of the said Building and other outgoings in accordance with the terms of this agreement;
- o) Till a conveyance or perpetual lease of building in which said premises is situated is executed, the Purchaser/s shall permit the Company and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said property and the said Buildings or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said Building and/or the said Premises and/or for the purpose of repairing, maintaining, rebuilding, clearing and keeping in order and good condition all services, lift, pumps, drains, pipes, cables, water cover, gutter, wires and structures and other conveniences belonging to or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires etc. and for similar purpose and also for the purposes of cutting off the supply of water to the said Premises or any other premises in case the Purchaser/s or other Purchaser/s shall have made any default in paying his/her/their share of water tax.

44. The Company shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all their right,

27-9
27/08/2008
30-28

title and interest in the said pieces of land inclusive of the buildings being constructed thereon as they may deem fit and appropriate and the Purchaser/s hereby give/s his/her/their irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in favour of the Purchaser/s.

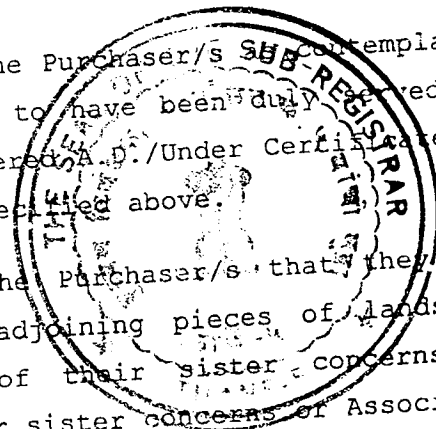
45. The said project shall always be known as 'KAVYADHARA' and the name of the Apex Society to be formed shall always bear the same name and the name of the said Building shall be _____ and the name of the Co-Operative Society to be formed shall always bear the same name. This shall not be changed without the written permission of the Company.

46. Any delay, tolerance or indulgence shown by the Company in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Company shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Company.

47. The Purchaser/s shall bear and pay the cost of registration and stamp duty. The Purchaser/s shall present this agreement as well as the Conveyance or perpetual lease at the proper registration office for registration within the time prescribed by the Registration Act and the Company will attend such office and admit execution thereof. Till this agreement is not registered the Company shall not be bound to hand over the possession of the said Premises to the Purchaser/s.

48. All notices to be served on the Purchaser/s contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Registered A.P./Under Certificate of Posting at his/her/their address specified above.

49. The Company have informed the Purchaser/s that they are negotiating to purchase certain adjoining pieces of lands in their names or in the name/s of their sister concerns or Associates. If the Company or their sister concerns or Associates are able to get such adjoining pieces of land for development and construction, the Company, shall have right to grant to their sister concerns or Associates or Purchaser/s acquirers of



30-88
30-88

premises in the buildings to be constructed in such adjoining pieces of land permanent Right of way in common with other occupants and common organizations in Kavyadhara complex, to pass and repass over all the roads therein by foot by motor vehicles, by carts, by horses etc and also to lay connections for Water, Electricity, Gas, Telephone, Drainage, Sewerage etc. along or underneath or above such common Roads or common Open Spaces in the said complex on such term and conditions as the Company think proper and also to dig up the roads, and lay, pipelines, telephone and electric cables, sewerage and drainage lines etc. over all the roads constructed in the said Kavyadhara complex including through the Compulsory open Spaces or any other parts of the said property now held by the Company and described in the First Schedule as also shall, if allowed by the Company, be entitled to use and enjoy the facilities of the Club House and other amenities as are provided hereunder written subject to the condition that the persons opening up the said roads for such purpose shall give 48 hours written advance intimation in respect thereof to either the Apex Society or Association of such Separate Societies therein and fill up level and restore the same to its original condition at his/her/their own costs and expenses within three days of completion of such job. The Purchaser/s or the proposed Apex Society or other Association Separate Societies or Common Organisation/s shall not object to the same.

50. This agreement shall always be subject to the provisions of the Maharashtra Ownership (Regulation for Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder and/or any other enactment and/or amendment thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All those several pieces or parcels of vacant land or ground situated lying and being at Kolshet Road, Thane in the Registration Sub-District of Thane and bearing the following Survey and Hissa Nos. of Village Balkum, Thane.

30-88
30-88
30-88

Survey No.		Area	
Old	New	Sq. yards	Sq. meters
304/1 (Part)	64/1 (Part)	2877	2405.518
139 (Part)	3 (Part)	3859	3226.588
136 (Part)	4 (Part)	11264	9418.060
Total		18,000	15050.16

and which piece or parcel of land is bounded as follows that is to say, on or towards the North partly by the land bearing Survey No. 136 (Part) and partly by the land bearing Survey No. 304; on or towards the South partly by the land bearing Survey No. 138 and partly by the land bearing Survey No. 136 (Part); on or towards the West by the land bearing Survey No. 304 Hissa No. 1 (Part) and on or towards the East by Kolshet Road.

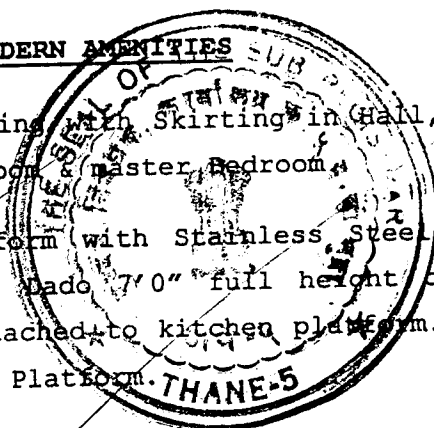
THE SECOND SCHEDULE ABOVE REFERRED TO

MODERN AMENITIES

1. Granamite Tiles Flooring with Skirting in Hall & passage & Ceramic Tiles in Kitchen & Bedrooms.
2. Granite Cooking Platform with Stainless Steel Sink & Cylinder Compartment. Dado of 7'0" height of Ceramic Tiles to the wall attached to kitchen platform.
3. Aluminum Sliding Windows with Plain Glass.
4. Coloured Ceramic tiles flooring in bath will 7'0" height Dado.

ULTRA MODERN AMENITIES

1. Granamite Tiles Flooring with Skirting in Hall, Kitchen, Passage Children Bedroom & Master Bedroom.
2. Granite Cooking Platform with Stainless Steel Sink and Cylinder compartment, Dado 7'0" full height of Ceramic tiles to the wall attached to kitchen platform. MODULAR KITCHEN below Kitchen Platform.
3. Powder Coated aluminum Sliding windows with Plain Glass.
4. Toilets with Ceramic tiles flooring and 7'0" height dado.



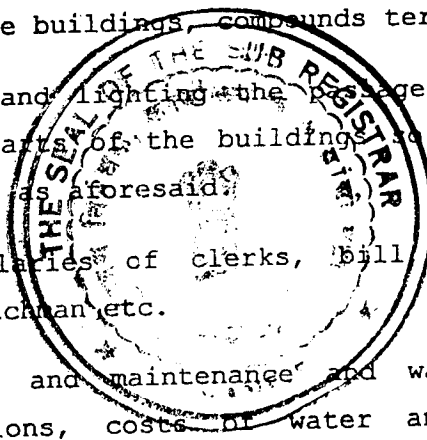
६३७-९
७६५/२००६
८० - ६८

Common Amenities

1. RCC Construction
2. Interior Walls smoothly Plastered & distemper painted (O.B.D.) & Acrylic Paint on External Walls.
3. Concealed plumbing in Bathrooms.
4. Concealed Wiring.
5. Glazed tiles flooring in W.C. With dado upto 7'0" height & Indian Style W.C. & E.W.C. in attached Toilet.
6. ISI flush door with safety latch, aldrop, handle, peephole, safety chain & electric bell on main door.
7. M.S. Security Box Grills on all Windows.

THE THIRD SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing redecorating etc. of the buildings, compound, recreation ground, swimming pool, club house and in particular the roof, gutters and rain water pipes of the buildings, water pipes and electric wires, in under or upon the buildings or enjoyed or used by the Purchaser/s in common with the other occupiers of their premises garages and the main entrances passages, landing and staircases of the buildings as enjoyed by the Purchaser/s used by him/her/their in common as aforesaid and boundary wall of the buildings, compounds terraces etc.
2. The cost of cleaning and lighting the passages, landings staircases and other parts of the building as enjoyed or used by the Purchaser/s as aforesaid.
3. The costs of the salaries of clerks, bill collectors, sweepers, Gardener, watchman etc.
4. The costs of working and maintenance and water pumps, lifts, water connections, costs of water and Electric meter, lights and other service charges for facilities provided in the said Building and in the Complex;
5. Municipal and other taxes.



टलन-६
दस्तावेज क्र. ८६५२००६
४१-६६

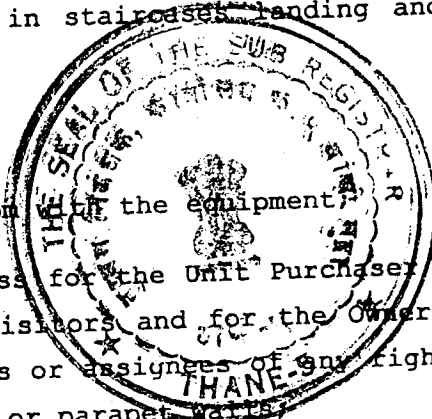
6. The costs of common electric meter bill and water meter bill of the said Building;
7. Insurance Charges of the said Building;
8. Development charges as per T.M.C. Rules;
9. Expenses for maintenance and repairs of common roads, drainage line, streetlight, garden and other common amenities and facilities in the said Complex.

Such other expenses and outgoing as are necessary or incidental for the maintenance and upkeep of the buildings and the said Complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES IN THE BUILDING IN WHICH THE PREMISES IS SITUATED.

1. Common passage, lobbies and landings in the said Buildings.
2. Staircase and Lift Wells,
3. Septic Tanks if required.
4. Overhead and suction water storage tanks and water pipes, Water meter, pump room with pump and accessories;
5. Electric common board, wiring, starters, switcher, and all common wiring and lights in staircases landing and common electrical meters.
6. Access to the building;
7. Lift and lifts machine room with the equipment;
8. Lift for ingress and egress for the Unit Purchaser/s, their family members, guests, visitors and for the Owners of the Terrace or the transferees or assignees of their rights to or in respect of the terrace or parapet walls;
9. Any other common areas which is expressly intended to develop upon the Purchaser/s by virtue of this agreement and which is not expressly reserved upto or retained by the Promoters unto themselves.

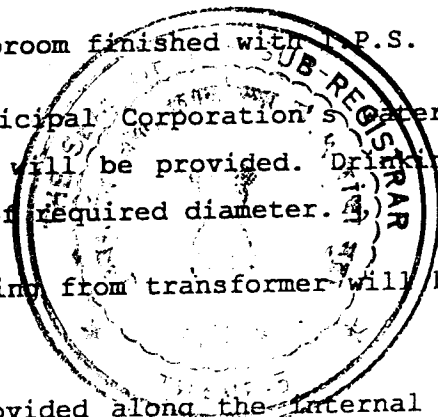


277-9
12008
82-88

The percentage in common areas will be in proportion to that of the area of premises to be allotted as compared to on the total area of the building.

COMMON AREAS AND EXTERNAL FACILITIES IN THE PROJECT/COMPLEX

1. Access Road, Pathways, internal streets with street light;
2. Recreation ground, open space, gardens & play grounds, lawn; storm water drainage will be provided on one of the sides of the main road only.
3. External sanitary and waste drainage system will be of glazed stoneware pipe lead to required alignment and slope in appropriate trenches with I.C. at required interval and in turn connected to septic tank and over flow of which will be connected to soakpit.
4. Plot will be fenced with chainlinks & concrete pole at regular intervals.
5. Compound wall of individual garden will be of 1'-0" height. Brick wall and M.S. grill of 1'-0" height with brick pillars at regular intervals. Inside surface will be developed with lawn and bushes.
6. All internal roads will be of W.B.M. type with covering on top with hot bitumen.
7. Common path ways will be broom finished with P.S.
8. In addition to Thane Municipal Corporation's water supply borewell with pump house will be provided. Drinking water pipeline will be of G.I. of required diameter.
9. Electric cable upto Building from transformer will be armor cable.
10. Street lights will be provided along the internal road on one side and will be sodium vapour type with reqd. height and will be mounted on tubular street polls of required height and appropriate intervals.



83-28
83-28
83-28

11. Transformers and cable connections, water line, storm water drains, sanitary water drains, compound fencing and gate.

12. Trees and Common Landscape

Percentage in external common area will be in proportion to the area of the building having regard to total area of the plot.

COMMON SEAL OF THE withinnamed)

PURANIK BUILDERS PRIVATE LIMITED)

was hereunto affixed pursuant to)

the Resolution passed by its Board)

of Directors in its meeting held on)

.....in the presence)

of Managing Director,)

Mr. Shailesh Gopal Puranik or)

Mr. Yogesh Govind Puranik who has)

In token of the affixation of the)

common seal hereunto set his hands)

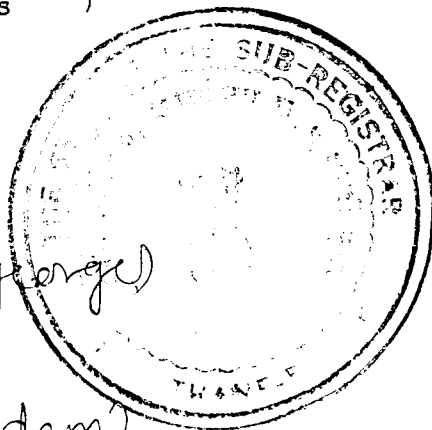
) For PURANIK BUILDERS PVT.LTD.


DIRECTOR

in the presence of

1.  (Mrs Monica George)

2. (Mr Vijay Kadam)



दस्तावेज-९
दस्तावेज क्रमांक ७३४५२००९
४४-९४

SIGNED AND DELIVERED by the)

withinnamed "THE PURCHASER/S")

Mr Amit M. Upadhyay)

Mrs Bhazati M. Upadhyay)

Mrs. Beena A. Upadhyay)

Upadhyay

B.M. Upadhyay,

Upadhyay

in the presence of

1. (Mrs Monica George)

2. (Mr Vijay Kadam)

Received on the day and year first)

hereinabove mentioned the aforesaid)

sum of Rs. 10,000/- in Cash /)

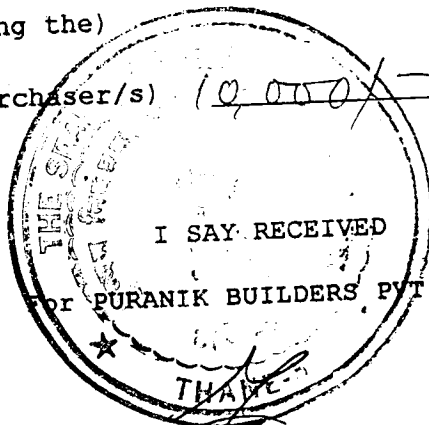
by Cheque / Draft No 468737)

dated drawn on the HDFC)

BANK LTD)

Bank _____ Branch being the)

earnest money deposit from the Purchaser/s) 10,000/-



DIRECTOR

रजम-९
रजम-९८५/२००८
८५-८८

Tushar S. Shilotri

Advocate

Office : Kalika Prasad, Sahayog Mandir Road,
Ghantali, Thane : 400 602.
Telefax : +91 22 25339091.
E-mail : tusharss@vsnl.com / tusharss@hotmail.com

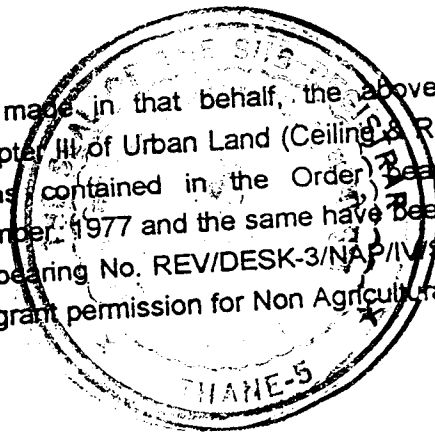
TO WHOMSOEVER IT MAY CONCERN

Re:- Development of property situate, lying and being at Village Dhokali, Taluka and District Thane bearing Suvery No. 304 Hissa No. 1 (P) admesuring 2405.518 sq. meters, Survey No. 139 (P) admeasuring 3226.588 sq. meters and Survey No.136(P) admeasuring 9418.060 sq. meters.

I have investigated the title of M/s. Subhash Sarat Steel Rolling Mills, a partnership firm, (hereinafter called "the Owners") to all those pieces or parcels of land situate lying and being at Village Dhokali, Taluka and District Thane bearing Survey No. 304 Hissa No. 1 (P) admeasuring 2405.518 sq. meters, Survey No. 139 (P) admeasuring 3226.588 sq. meters and Survey No. 136 (P) admeasuring 9418.060 sq. meters by perusing the certified copies of Form No. 6 and 7/12 extracts pertaining to the above property, which is set out in the schedule hereunder written.

By a Deed of Conveyance dated 8th February, 1974, which is duly registered with the Sub-Registrar of Assurances, Thane under No. 511 of 1975, the Owners herein acquired all the ownership rights, titles, shares and interests in respect of the aforesaid property from Shri. Hansraj N. Aggarwal, Amirchand H. Gupta, Dharampaul H. Gupta and Satpaul H. Gupta.

Pursuant to the application made in that behalf, the above property was exempted from the provisions of Chapter III of Urban Land (Ceiling & Regulations) Act, 1976 on the terms and conditions contained in the Order bearing No. ULC/S-98/IC/GAD/4266 dated 29th September, 1977 and the same have been complied with. The Collector, Thane vide his order bearing No. REV/DESK-3/NAP/IV/SR/88 dated the 4th May, 1978, has been pleased to grant permission for Non Agricultural use in respect of the above property.



..2..

जनन-६
RECEIVED/१००६
८६-६६

By and under Development Agreement dated 28th March, 2002 and registered with Sub-Registrar of Assurances, Thane under Serial No. 1417/2002 dated 3rd April, 2002 read with Deed of Confirmation dated 30th September, 2002 and registered with the Sub-Registrar of Assurances, Thane under Serial No. 678/2002, executed by the Owners in favour of Puranik Builders Pvt. Ltd., a body corporate, having its office at 21, Bhagyawruddhi, Naikwadi, Thane 400 602, the Owners granted all the development rights in respect of the above property at and for the consideration mentioned therein.

By order bearing No. ULC/TA/TN 1/Balkum/SR - 149 + 188 + 189 + 190 dated 09-09-2002, it has been declared that the holding of the Owners is below the ceiling limit as set out under the Urban Land (Ceiling & Regulations) Act, 1976.

The local authority i.e. the Thane Municipal Corporation has been pleased to sanction building plans submitted by Puranik Builders Pvt. Ltd. on the property vide Permit No. V.P. 2002/111 TMC/TD-DP/TPS/3324 dated 16-01/2003.

I do hereby certify that title of M/s. Subhash Sarat Rolling Mills to the property described in the schedule hereunder written is absolutely free, clear and marketable and that Puranik Builders Pvt. Ltd., have the absolutely rights, titles, shares and interests to develop the property described in the schedule hereunder written and their development rights are clear, marketable and free from encumbrances.

THE SCHEUDLE ABOVE REFERRED TO

All those pieces or parcels of land bearing Survey No. 304 Hissa No. 1(P) admeasuring 2405.518 sq. meters, Survey No. 139 (P) admeasuring 3226.588 sq. meters and Survey No.136 (P) admeasuring 9418.060 sq. meters situate lying and being at Village Dhokali, Taluka and District Thane.

Dated this _____ day of _____



दनन-५
रस्ता नमबरा ७६५२००८
४७ - ८४

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

(AMENDED) PERMISSION / COMMENCEMENT CERTIFICATE

इमारत क्र. :- अ-२ स्टील्ट (पार्ट) + ८, बी-१, सी-१ स्टील्ट + ७, बी-२, बी-३ स्टील्ट + १४,

बी-४ स्टील्ट + ६, सी-२ स्टील्ट + ४

फक्त परवानगी इमारत क्र. अ-२ (९ ते १२ मजले)

V. P. No. २००२/१११ TMC/TDD ४८९० Date ६/३/०४

To,
श्री सांदेप प्रभू (मं साकार करीता) _____ (Architect)
मं सुभाष सरत रोलोिंग मिल्स लि. _____ (Owner)
श्री शैलेश पुराणीक व श्रीकांत पुराणीक (कुळमुखत्यारपत्रधारक)

Sir,
With reference to your application No ३९८५२ dated ११/१२/२००३ for development permission / grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरील प्रमाणे in village ढोकाळी

Sector No. ५ Ward No. _____ situated at Road/street कोलशेत रोड S.No १३६ (पै), १३९ (पै), ३०६/१ (पै).

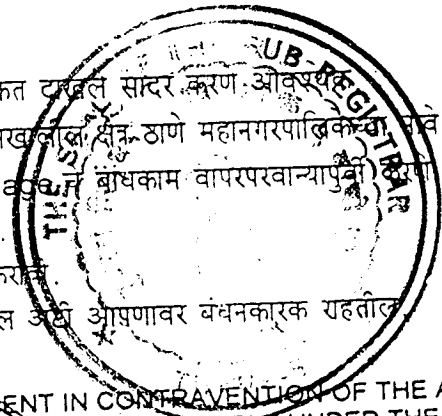
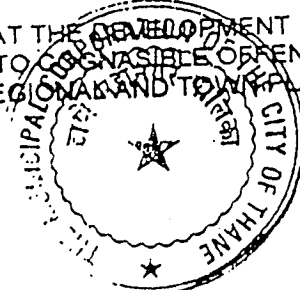
the development permission/ the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) काम सुरु करण्यापूर्वी जमिनीच्या स्तरानुसार तसेच भूकंपप्रवण क्षेत्रासाठी संबंधीत आय. एस. कोड मधील तरतुदीनुसार व मंजूर नकाशानुसार आर. सी. सी. संरचना केल्याबाबत आर. सी. सी. तंत्रांचे प्रमाणपत्र सादर करावे तसेच जोत्यापूर्वी व वापरपरवान्यापूर्वी त्यानुसार काम केल्याचे आर. सी. सी. तंत्रांचे प्रमाणपत्र सादर करावे.
- ६) बांधकाम सुरु करण्यापूर्वी लागतचे झोपडपट्टीमधील सांडपाण्याचा निचरा होणेसाठी ड्रेनेजचे बांधकाम ड्रेनेज विभागाच्या नियंत्रणाखाली करावे.
- ७) इमारत क्र.अ-२ च्या ९ ते १२ मजल्याच्या सी.सी. पूर्वी सुविधा भूखंडाचे क्षेत्र ठाणे महानगरपालिकेच्या नावे करणे आवश्यक.

- ८) अंतर्गत रस्त्याचे बांधकाम जोत्यापूर्वी पूर्ण करावे.
- ९) वापर परवान्यापूर्वी वृक्ष, पाणी, ड्रेनेज विभागाचे नाहरकत दाखले सादर करणे आवश्यक.
- १०) वापर परवान्यापूर्वी रस्त्याखालील क्षेत्र व सुविधा भूखंडाखालील क्षेत्र ठाणे महानगरपालिकेच्या नावे करणे आवश्यक.
- ११) ड्रेनेज विभागाच्या मंजुरीनुसार Storm Water Drainage बांधकाम वापरपरवान्यापूर्वी करावे आवश्यक.
- १२) वापरपरवान्यापूर्वी आर. जी. विकसीत करणे आवश्यक.
- १३) वापरपरवान्यापूर्वी Water Harvesting ची तरतुद करावे.
- १४) मुख्य अग्निशमन अधिकारी यांचे नाहरकत दाखल्यातील अर्थी आपणावर बंधनकारक राहतील.

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

सावधान
नकाशानुसार बांधकाम न करणे तसेच नियंत्रण विभागाच्या नियंत्रणाखाली न घेता बांधकाम वापर करणे, महाराष्ट्र व नगर रचना अधिनियमाचे कलम ५२ व ५३ अन्वये दखलपात्र ठरू शकते. त्यासाठी जायतीत सर्व काद व रु. १०००/- दंड होऊ शकतो.
Issued by: _____



Yours faithfully,
MAHARAJ
7C-58
Assistant Director of Town Planning,
Municipal Corporation,
the city of Thane.

वाचने :-

- १) मं. सुभाष सराट स्टील रॉलींग मिल यांचे कुळमुखत्यारी श्री.शैलेश गो. पुराणिक रा. ढोकाळी ता.जि.ठाणे यांचा दि. २४/१/२००३ व दि. २८/४/२००३ रोजीचे अर्ज.
- २) तहमिलदार ठाणे यांचेकडील चौकशी अहवाल क्र.जमिनबाब/२/वशी- १५/०३ दि. १४/२/२००३
- ३) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. अ) युएलसी/ टोए/टे. नं. १/वाळकुम/एसआर-१४९+१८८+१८९+१९० दि.९/९/२००२ व)दाखला क्र. युएलसी/टोए/ कलम-२२/वाळकुम/एसआर-४४ दि २९/४/२००२ लगत पत्र क्र.युएलसी/ ठाणे/ टे.नं.१/वशी-३० दि. १३/३/२००३.
- ४) ठाणे महानगरपालिका, यांचे कडील बांधकाम परवानगी क्र.व्हीपी नं.२००२/११/टीएमसी/टीडीडी/ ३३२४ दि. १६/१/२००३
- ५) अतिरिक्त संचालक, उद्योग विकास आयुक्त यांचे कडील पत्र क्र.जमीन/संकीर्ण-२६/०२ /सी-१६२७ दि.१०/७/२००२
- ६) कामगार उप आयुक्त, ठाणे यांचे कडील पत्र क्र. काउआ/ठाणे/थससेयो/२००३ दि.७/६/२००३
- ७) सामान्य शाखा (भूसंपादन) यांचे कडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि- ७२६५ दिनांक २०/२/२००३.

मांज ढोकाळी येथील गा न नं. २ (दोन) चा उतारा

दि. ५/१२/२००२ रोजीच्या दैनिक ' कोकण सकाळ ' मधील जाहीरनामा

अर्जदार यांचे दि. १७/४/२००३ रोजीचे हमीपत्र

ज्या अर्थी, मं. सुभाष सराट स्टील रॉलींग मिल यांचे कुळमुखत्यारी श्री.शैलेश गो. पुराणिक रा. ढोकाळी ता.जि. ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- ढोकाळी ता. ठाणे येथील स.नं. ४ पैकी (१३६पैकी), ३पैकी (१३९पैकी), ६४/१पैकी (३०४/१पैकी) या आपल्या मालकीच्या जमीनीतील क्षेत्र १५०४४-०० चौ.मी. एवढ्या जागचा रहिवास व वाणिज्य या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थी दि. ५/१२/२००२ रोजी अर्जदार यांनी दैनिक 'कोकण सकाळ' या वृत्तपत्रात जाहीरनामा प्रसिध्द करणेत अला होता. सदर जाहीरनामा वृत्तपत्रात प्रसिध्द झाल्यापासून १५ दिवसांचे मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

ज्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चें कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून ठरवित जिल्हाधिकारी यांनी मं. सुभाष सराट स्टील रॉलींग मिल रा. ढोकाळी ता.जि. ठाणे यांना ठाणे तालुक्यातील मौजे- ढोकाळी ता. ठाणे येथील या पूर्वी आंध्यांगिक प्रयोजनाकडे वापरात असलेल्या स.नं.४पैकी (१३६पैकी), ३पैकी (१३९पैकी), ६४/१पैकी (३०४/१पैकी) मधील क्षेत्र १५०४४-०० चौ.मी. पैकी १०२१३-६३ चौ.मी. रहिवास व ३४३-४१ चौ.मी. वाणिज्य एवढ्या क्षेत्राची दिगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यात येत असून. ठाणे महानगर पालिकेकडील मंजूर बांधकाम नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञा देण्यात येईल.

१. रॉड सेंट वॉक एरिया १६२२-७८ चौ.मी.
२. ट्रिक्रीएशन ग्राऊंड २०१३-१८ चौ.मी.
३. सुविधांसाठी मांकळें क्षेत्र ८५१-०० चौ.मी.

शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिनियम ठेवून देण्यांत आलेली आहे.

दि. २२/१ - ६
२२/१ - ६
२२/१ - ६

3002/1307/2003
 ५-१-१६

१६/०३/२०१६

निरोधका ठरून विचार शक्ती अकारणीच्या हमीची मुदत अर्धन सप्तमातून वाढवण्याची आज्ञा ही पाठविली आहे. अशा निर्णयानुसार वापरत असलेल्या प्रकरणात बदल करण्यात आला तर त्या प्रमाणात पूर्वलक्षी प्रभावाने अथवा त्यानंतर असलेल्या प्रकारच्या बदल करण्यात आला तर त्या प्रमाणात निराक ३९/७/२००६ या हमी कालावधी पूर्वत असतील अशा प्रकारे विनशोती ठरून विनशोती अकार देण बंधनकारक संख्यात दर चौ.मी. मा. १-४८-८ दराने विचार शक्ती अकारणीच्या निर्णयानुसार उक्त प्रमाणात ३९. मद्रह आदेशाच्या निराकपासून नवीन अकारणीची मूल-दुरुकरी यधील जमीनीच्या अनुरूपाने पाठविले.

विचार शक्ती अकारणी नियम १९६९ मधील मद्रह ३ अन्वये त्याच्यावरील निर्णय प्राप्त झालेला असून पाहिले तर तो असे करण्यास कुकेल तर मद्रह ३ अन्वये त्याच्यावरील निर्णय प्राप्त झालेला असून अन्वय नर तो निराक त्याने एक महिन्याच्या मधील किंवा त्या निराक त्याने एक महिन्याच्या मधील निर्णय प्राप्त झालेला असून मूलात केली असले किंवा त्या निराक त्याने एक महिन्याच्या मधील निर्णय प्राप्त झालेला असून १०. अनुरूपाने विनशोती अकारणीच्या निर्णयानुसार वापरत असलेल्या निराका न कल्पाने ही परवानगी रद्द करण्यात आली असल्याचे समजण्यात येईल.

कालावधी वाढविण्यात आला असून तर ती ग्राह्य अशी. अनुरूपाने विनशोती अकारणीच्या निर्णयानुसार विचार शक्ती प्रयोजनासाठी वापर करण्यास सुचवात केली पाहिले. मात्र वळवळी असा या आदेशाच्या निराका पासून एक वर्षाच्या कालावधीत अनुरूपाने अशा (अपन मानाने डिस्टेंस) सोडले पाहिले.

८. अनुरूपाने विनशोती अकारणीच्या निर्णयानुसार दशावित्या प्रमाणे सीमानिक माकळे असा आवक्यक ती परवानगी मिळविणे हे अशा अकारणीवर बंधनकारक असले.

५. अनुरूपाने विनशोती अकारणी (मूलिन) ठरणे महानगरपालिका याची असे बांधकाम करणारा विनशोती प्रमाणे निराक प्रमाणे वापरत किंवा कोणतेही काम (असल्यास) त्याच्या बांधकामास सुचवात करण्यापूर्वी

६.३. प्रमाणित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पक्षा जास्त मजल्याचे असे नवे भूखंडातील नकाशात दर्शविलेल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम माकळे सोडले पाहिले.

प्रमाणे निराक जाले क्षेत्रावर बांधकाम करण्यात येणे ही परवानगी देण्यात आलेली आहे. मद्र ३. या मागे जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या जाणाऱ्या विनाच निर्माण केलेल्या विलंबात तसा खाम उल्लेख करणे हे त्याचे कर्तव्य असले.

३. कालावधी शक्ती घालून कठोरत किंवा अशा शक्तीनुसारच त्याची अन्य प्रकारे विक्रीवाट लावण्याची असले तर अशा अनुरूपाने विनशोती ती भूखंड या आदेशात आणि सनदीमध्ये नमूद अनुरूपाने असा भूखंड विक्रीवाट असेल किंवा त्याची इतर प्रकारे विक्रीवाट

४. विक्री करून केली जाई पूर्वत त्या जमीनीची कोणत्याही रीतीने विक्रीवाट लावता कामा नये. असा मद्र आराखड्या प्रमाणेच काटेकोरपणे विक्री करून केली पाहिले. आणि अशा रीतीने ती जमीन

भूखंडाची मागणी व त्याचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या इतके अशा रीतीने अशा जमीनीत रस्त, गटारे वगैरे बांधून आणि (ब) भूमिपन विभाग कडेन अशा

६. अनुरूपाने विनशोती अकारणी व संबन्धित नगरपालिका प्राधिकरण यांचे समायोजन करणे बाबत मद्र मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.

३. अशा परवानगी देणा-या प्राधिकरणा-याकडेन अशा भूखंडाची किंवा त्याचे जे कोणतेही उपभूखंड इमारतीच्या वापरकरून जमीनीचा वापर ठरविण्यात येईल.

३. याच्याकडेन तशा अर्जाची आगाऊ लेखी परवानगी मिळविण्याशिवाय वापर करता कामा नये. कोणत्याही भाग किंवा अशा इमारत याचा इतर कोणत्याही प्रयोजनाय विक्रीवाट ठरणे

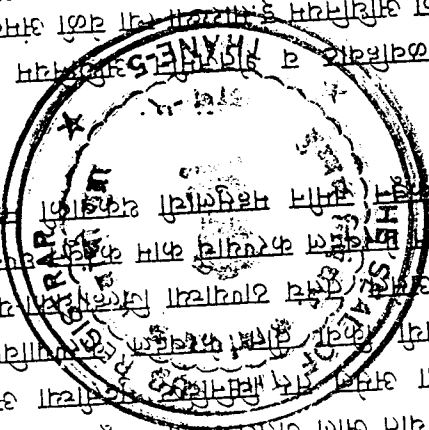
देण्यात आली असले त्या प्रयोजनाय केवळ केली पाहिले. आणि त्याने अशी जमीन किंवा निराक किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनाय करण्यास परवानगी

७. अनुरूपाने विनशोती अकारणी (मूलिन) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि

५३-६५
 ३००६/१३७
 ६-५-६

१/२
 ६/१३/१९

१०. दिवंगती ही परवानगी मुंबई कुळवर्तिका व शिवाजी नगरपालिका अधिनियम १९४८, मंडळ १००६/१३७ च्या अन्वये अर्जाद्वारे प्राप्त झाली. या उपबंधाच्या अधिन असलेल्या इतर कोणत्याही उपबंधाचे कोणतेही उल्लंघन झाल्याचे असा तपासणी व अन्वयितनात आढळला नाही.



१०. दिवंगती ही परवानगी मुंबई कुळवर्तिका व शिवाजी नगरपालिका अधिनियम १९४८, मंडळ १००६/१३७ च्या अन्वये अर्जाद्वारे प्राप्त झाली. या उपबंधाच्या अधिन असलेल्या इतर कोणत्याही उपबंधाचे कोणतेही उल्लंघन झाल्याचे असा तपासणी व अन्वयितनात आढळला नाही.

१०. दिवंगती ही परवानगी मुंबई कुळवर्तिका व शिवाजी नगरपालिका अधिनियम १९४८, मंडळ १००६/१३७ च्या अन्वये अर्जाद्वारे प्राप्त झाली. या उपबंधाच्या अधिन असलेल्या इतर कोणत्याही उपबंधाचे कोणतेही उल्लंघन झाल्याचे असा तपासणी व अन्वयितनात आढळला नाही.

१०. दिवंगती ही परवानगी मुंबई कुळवर्तिका व शिवाजी नगरपालिका अधिनियम १९४८, मंडळ १००६/१३७ च्या अन्वये अर्जाद्वारे प्राप्त झाली. या उपबंधाच्या अधिन असलेल्या इतर कोणत्याही उपबंधाचे कोणतेही उल्लंघन झाल्याचे असा तपासणी व अन्वयितनात आढळला नाही.

१०. दिवंगती ही परवानगी मुंबई कुळवर्तिका व शिवाजी नगरपालिका अधिनियम १९४८, मंडळ १००६/१३७ च्या अन्वये अर्जाद्वारे प्राप्त झाली. या उपबंधाच्या अधिन असलेल्या इतर कोणत्याही उपबंधाचे कोणतेही उल्लंघन झाल्याचे असा तपासणी व अन्वयितनात आढळला नाही.



२०. अनुज्ञाग्राही यांनी विगशंतकी आकारणीच्या पाचपट रक्कम रु ८३६५४/- (अक्षरी रु व्यापंशी हजार महाशे चांपन्न मात्र) रुपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून तहसिलदार ठाणे यांचे कडील चलन क्र. ६९८१२१९ दि. ३/७/२००३ अन्वये सरकार जमा केली आहे.

२१. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच बांधकाम केलें पाहिजे.

२२. अनुज्ञाग्राही यांनी ठाणे महानगरपालिका यांचे कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करुन जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फांजदार्ग स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र गहील. तसेच सदनिका शासनास देणे बंधनकारक राहील.

सही/-

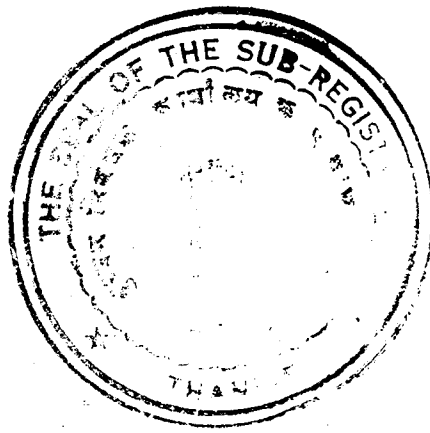
(आय.एस.चहल)
जिल्हाधिकारी ठाणे

प्रति.

मं. मुभाय मगट स्टील कंपनी
ग. वांकाळी ना.जि. ठाणे



०३/०६/०३
जिल्हाधिकारी ठाणे करिता



दस्तान-६

दस्तान क्रमांक ७६५५२००६

६२ - ६४

गांव नमुना सात (अधिकार अभिलेख पत्रक)

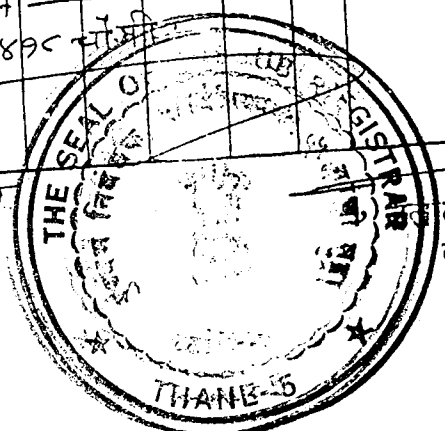
गाव दोळोपी
तालुका ठाणे.

उ. स. (१२६५)

भूमापन क्रमांक	भूमापन कनाकाचा उपविभाग	भूधारणा पध्दती	मोगवट्यादारचे नांव मे. सुभाष अराट झील रोविंग मिल्स.	कुळाचे नांव
न. स. ५	५	NA	(2390)	
भेतांचे स्थानिक नाव				
लागवडी योग्य क्षेत्र	इक्का	आर		
एकूण (लागवडी योग्य नसलेले)	२४९० चौ.मी.			
	२४९०			
वर्ग (अ)				
वर्ग (ब)				
एकूण			(2390)	
आकारणी		४२९०		
जुडी किंवा विशेष आकारणी				

गांव नमुना बारा (पिकाची नोंद घडी)

वर्ग	हंगाम	पिकाखालील क्षेत्राचा तपशिल										लागवडीसाठी उपलब्ध नसलेली जमीन	वर्ग	पिकाचे नाव	पिकाचे क्षेत्र	
		मिश्र पिकाखालील क्षेत्र					निर्मळ पिकाखालील क्षेत्र									
		पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र	पिकाचे क्षेत्र					
		हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.	हे.आर.



ठी सजा वाळकुम
ता. जि. ठाणे.

हमन-६
06/04/2008
६३-६४

गांव नमुना सात (अधिकार अभिलेख पत्रक)

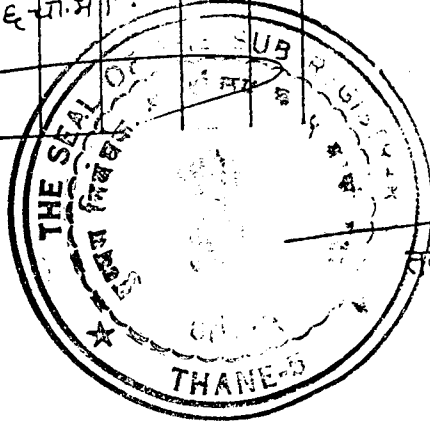
गाव टोकाळी
तासुका ठाणे.

द. न. (१२२४५)

भूनापन क्रमांक	भूनापन क्रमांकाचा उपविभाग	भूधारणा पध्दती	६८८ ओगवडीसराटचे नांव १५५० ८४७ १६१६	कुळाचे नांव
न. स.	३	५	२३३३	
हेतोचे स्थानिक नाव	मे. सुभाष सराट रिल सेलिंग मिन. २३८६			
लागवडी घांग्य क्षेत्र	इंस्टा	आर		
एकूण	२७१६ चौ.मी.			इतर अधिकार
	२५१६ चौ.मी.			
	५०५ चौ.मी.			
उ. (लागवडी घांग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण	३२२७ चौ.मी.		२३१०	
आकारणी	४२	४४		सिमा आणि भूनापन धिन्हे
जुडी किंवा विशेष आकारणी				

गांव नमुना बारा (पिकाची नोंद वही)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशिल										लागवडीसाठी उपलब्ध नसलेली जमीन	पिकाचे नाव	रिजिस्ट्रेशनचे क्रमांक			
		पिकाखालील क्षेत्र					निर्मळ पिकाखालील क्षेत्र								२३	२४	
		१	२	३	४	५	६	७	८	९	१०						११
		हे.आर.	हे.आर.			हे.आर.	हे.आर.			हे.आर.	हे.आर.						
२००३																	
२००३																	

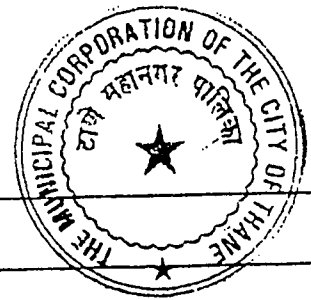


सिलाजी सजा बाळकुम
ता. जि. ठाणे.

टनन-५
दस्तावेज क्रमांक ७६८५/२००३
५४-६४

PROFORMA - B

PROF	
BLDC	CONTENTS OF SHEET
TYPE	BLOCK PLAN, LOCATION PLAN, SECTION
A	THRU COMP. WALL R.G. CALCULATION &
B	AREA STATEMENT ETC.
COM	
D	
E	
TOTAL	



TOTAL DATE & STAMP OF APPROVAL
 10% VI
 TOTAL
 PARKI

Plans are approved Subject to conditions
 Prescribed in Permit No. VP.....^{2002/111}
 TMC/ED, D.P./TPS/.....³³²⁴, Dated - ^{18/10/03}

[Signature]
 Executive Engineer Asstt. Director of Town Planning
 (TDB)
 Thane Municipal Corporation of
 The City of Thane.

MENT STATEMENT
 NT LESS TENEM
 sq.m. 35 TO 45

सावधान

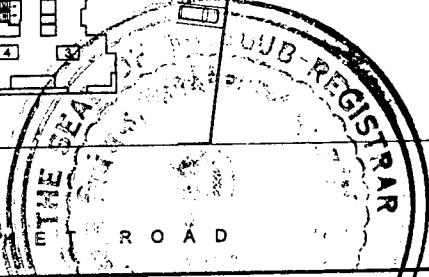
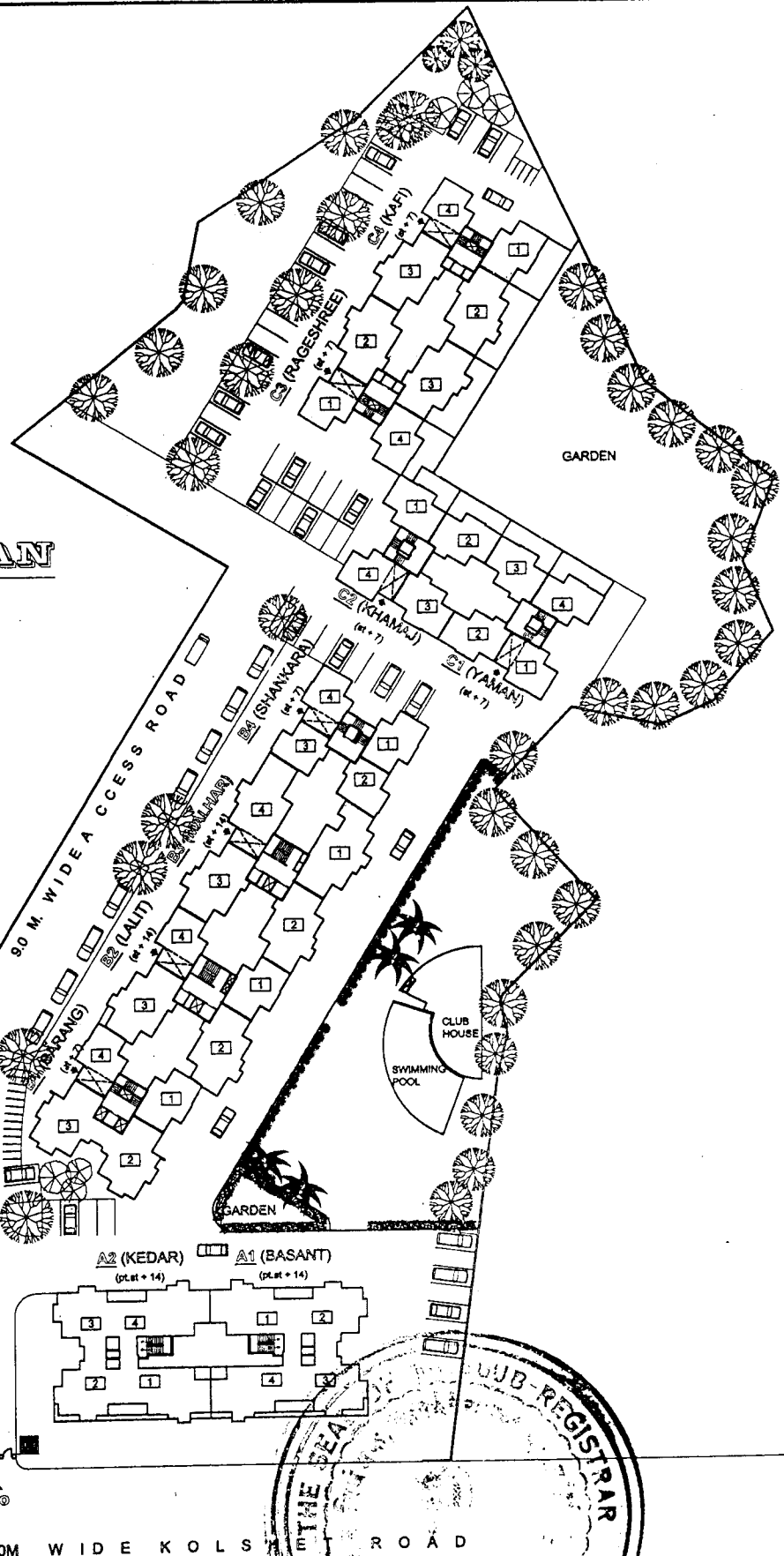
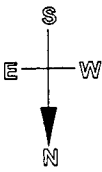
"मंजूर नकाशानुसार बांधकाम न करणे व
 विकास नियंत्रण नियमावलीनुसार आवश्यक
 परवानग्या न घेता बांधकाम वापर करणे, मह
 प्रादेशिक व नगर रचना अधिनियमाचे कलम
 अमुसार दखलपात्र गुन्हा आहे. त्यासाठी जा
 ३ वर्षे कैद व रु. ५०००/- दंड होऊ शक

R
a
b

US	COMM.	<i>[Signature]</i>
343.41 sq.m.	29	
SIGNATURE OF OWNER		SIGNATURE OF ARCHITECT
ARCHITECT NAME & ADDRESS		
343.41 sq.m.	71	
<p>VASTUSHILPA ARCHITECTS AND INT. DESIGNERS. 15, BHANGYARUDHI NAIK WADI, AMBEDKAR CHOWK, THANE.</p>		
AREA	= 303, SANISKRITI PRASAD	
BUILT UP AREA	= 240, MARUTI ROAD, THANE - 400 609	
BUILT UP AREA	= PHONE - 537 8701 TELEFAX - 535 4700	
DRG NO	SCALE	DATE
34/02 M-01	AS SHOWN	17/10/02
DRN BY	CHECK BY	
UMESH	10/10/2002	

93-48

LAY OUT PLAN



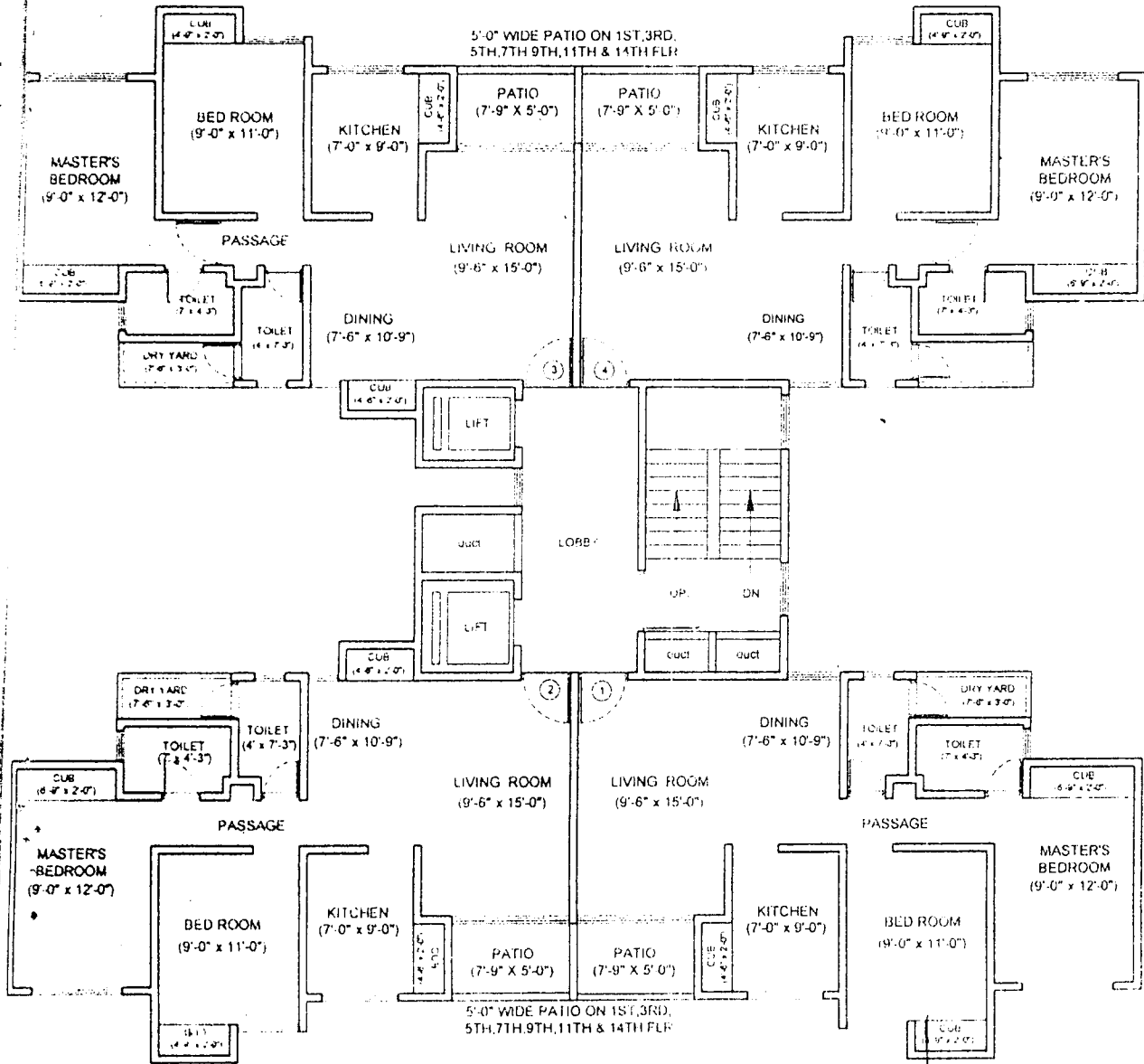
<p>Developers Puranik Builders (P) Ltd. Thane Off: 21 Bhagyavrudhi, Nalk wadi, Ambedkar Chk., Neupada, Thane (W). Tel. No. 55922888</p>	<p>Project KAVYADHARA Kolshe Road, Dokali, Thane</p>	<p>Architects & Interior Designers Vastushilp Associates A21 Bhagyavrudhi, Nalk wadi, Ambedkar Chk., Neupada, Thane (W). Tel. No. 55922888</p>
--	--	---

All the Plan, Drawings, Amenities, Specifications, Facilities etc. are subject to approval of the developers & would be changed if necessary, without any notice. The discretion remains with the developers.

टनन-५
 ७७-६४

KAVYA DHARA

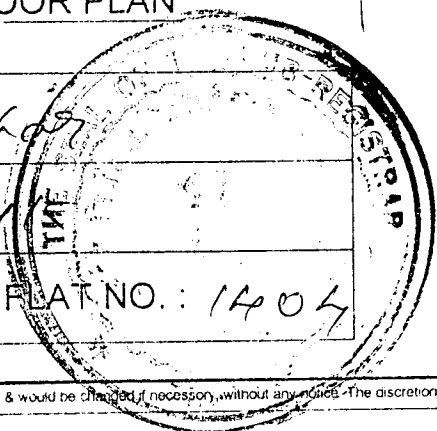
KOLSHET ROAD, THANE (W)



BLDG- B3

TYPICAL FLOOR PLAN

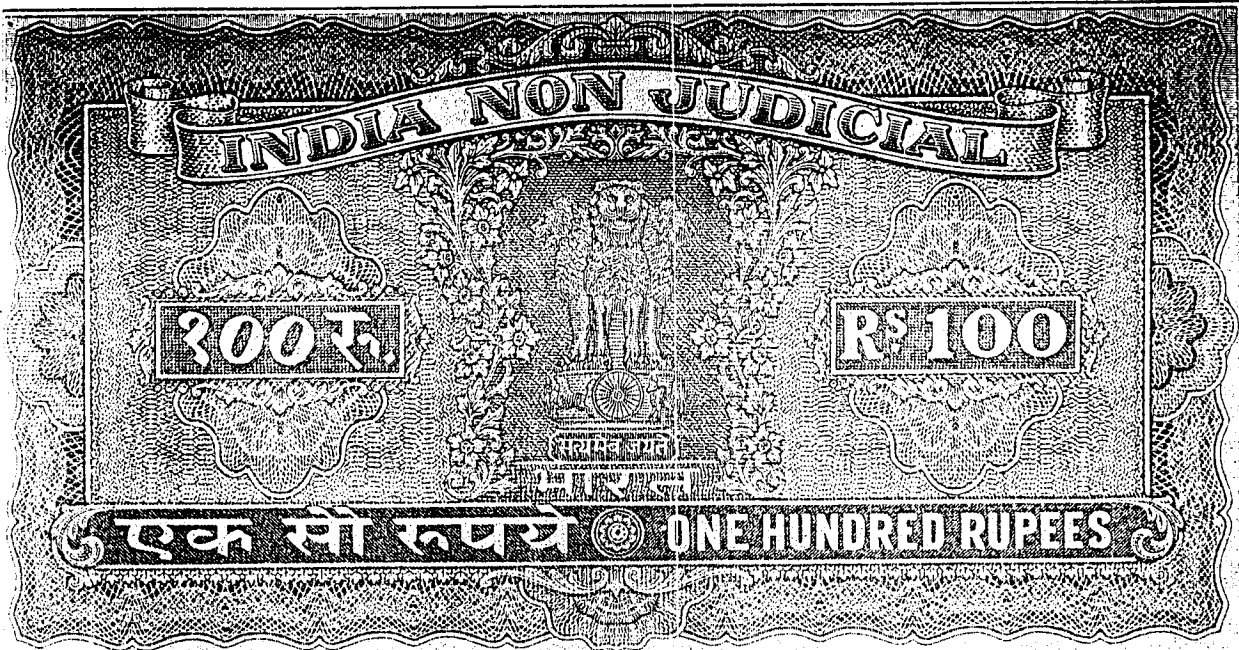
BLDG. NAME : <i>Malhar</i>	
BLDG. TYPE : <i>2 BHK</i>	
FLOOR : <i>Fourteen</i>	FLAT NO. : <i>1404</i>



All the Plan Drawings Amenities, Specifications, Facilities etc. are subject to approval of the developers & would be changed, if necessary, without any notice. The discretion remains with the developers.

टनन-६
 रजि. क्र. *2084/2008*
 GC- ४४

100Rs.



विशेष टिकट : १०० रुपये का, शीट नं. ३०

काल : २००४

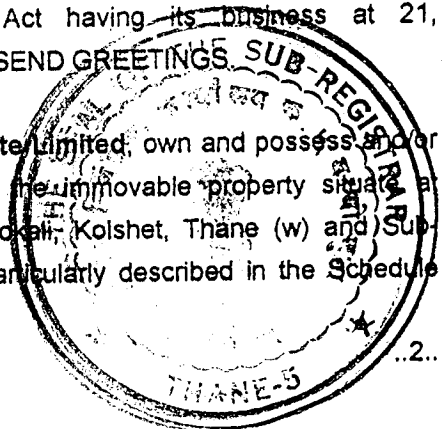


Handwritten details: अंकन: ३२५००, शीट नं. १००/...
Date: २७ फेब्रुवारी २००४
Location: थाने, कोल्हेट, ठाणे (W)

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME we, Shri Shailesh Gopal Puranik and Shri Yogesh Govind Puranik, Adult, Occupation – Business, Administrative Director of Puranik Builders Private Limited, a Company incorporated under Indian Companies Act having its business at 21, Bhagyawruddhi, Naik Wadi, Thane (W) – 2 SEND GREETINGS.

WHEREAS Puranik Builders Private Limited, own and possess and/or otherwise well and sufficiently entitled of the immovable property situated at "KAVYA DHARA" Near Dhokali Naka, Dhokali, Kolshet, Thane (w) and Sub-Registration District of Thane and more particularly described in the Schedule hereunder written.



टनन-५
५९-६४

AND WHEREAS we are the Directors of Puranik Builders Private Limited, who are developing the said property by making construction of buildings and to sell flats, shops, cancellation, transfer, deed of correction, deed of mortgage and other premises of the proposed building to the prospective buyers and for that purpose we are also required to execute an agreement as the Promoters and Builders with the prospective buyers under Maharashtra Ownership Flats Act and to register such agreements before the Sub-Registrar at Thane under Registration Act.

HOWEVER, due to pre-occupation in various other activities, it may not be possible for me to personally attend the office of the Sub-Registrar Thane for the purpose of registration of such agreements and therefore I am executing this General Power of Attorney only for the limited purpose to admit execution of such agreements with the prospective buyers before the Sub-Registrar at Thane.

NOW KNOW ALL MEN BY THESE PRESENTS that we Shri Shailesh Gopal Puranik and Shri Yogesh Govind Puranik, Adult, Occupation – Business, Director of Puranik Builders Private Limited, the executants above named do hereby nominate constitute and appoint Mr. Shahaji Manikrao Kardekar Adult, 21, Bhagyruddhi, Naik Wadi, Ambedkar Chowk, Thane (w) Thane to be our true and lawful attorney in our name and on our behalf to do and execute the following acts, deeds and things that is to say: -

1. To attend the office before me Sub-Registrar at Thane and to admit the execution and to complete the registration in all respects and to make the payment of Govt. fees stamp duties and registration fees and do collect the certified copies in respect of the agreements for sale of flats, shops, cancellation, transfer, deed of correction, deed of mortgage and other premises to be constructed in the proposed building or building under construction in the property situate at "KAVYA DHARA" Near Dhokali Naka, Dhokali, Kolshet, Thane (w) and more particularly described in Schedule hereunder written.
2. And whatever my Power of Attorney holder shall lawfully do as aforesaid shall be constructed as if done by us if we would have been personally present and the same shall be binding upon my self as the Director of the Puranik Builders Private Limited.

रनन-६
२००६/२००६
६०-६४

The First Schedule above referred to

All those pieces or parcel of land bearing S. No. Old 304/1(Part) New 64/1(Part), S. No. Old 139(Part) New 3(Part), S. No. Old 136(Part) New 4(Part) situate, lying and being at Village Kavesar, Thane, and Registration Sub-District Thane registration District Thane within the limit of the Thane Municipal Corporation Thane.

The Second Schedule above referred to

All those pieces or parcel of land bearing S.No. Old 304/1(Part) New 64/1(Part), S. No. Old 139(Part) New 3(Part), S. No. Old 136(Part) New 4(Part) situate, lying and being at Village Kavesar, Thane, and Registraiton Sub-District Thane registration District Thane within the limit of the Thane Municipal Corporation Thane.

IN WITNESS Where of I have signed this Power of Attorney at thane on this ____ day of March 2004.

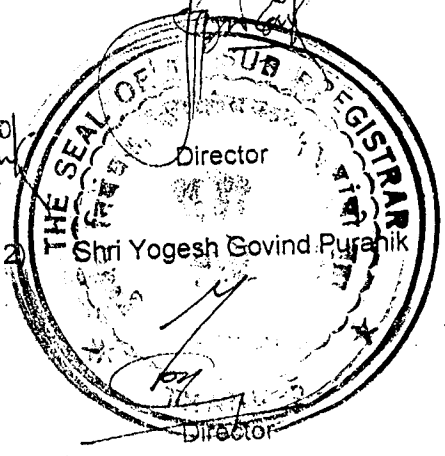
I accept the Power of Attorney

- 1) Mr. SHAHAJI MANIKRAO KARDEKAR

[Handwritten signature]
Identified by me.

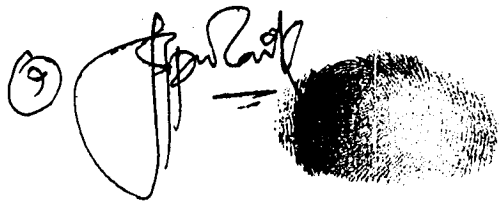


- 1) Shri Shailesh Gopal Puranik

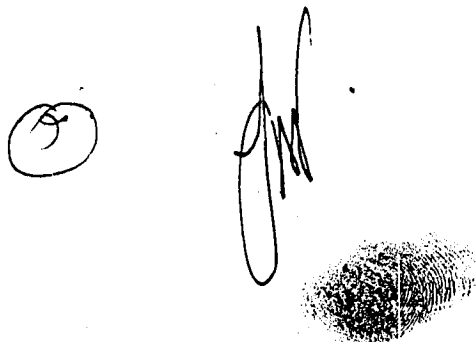


Executant

टनन-५
दस्तावेज क्र. ७६८५/२००४
६७७-६४

① 

② 

③ 

कि. घेणार -

① श्री. बाबजी एम. कर्कर
सजान वा. २९ भाव्यवृद्धी
नाइकवाडी, अंबिडकर चौक
ठाणे.



अपर मुख्यालय आज दिनांक ११/३/२००४
श्री. बाबजी एम. कर्कर यांच्या पत्नी श्री. मंगला कर्कर यांच्या
बाबत पुस्तिका प्रती-नाइकवाडी, ठाणे यांनी माझ्या समक्ष
सही करून दिले व त्यांच्या ओळखी निघायी
श्री. बाबजी एम. कर्कर यांनी नाइकवाडी ठाणे
व विजय कदम श्री. नाइकवाडी ठाणे हे नावही पटविताने

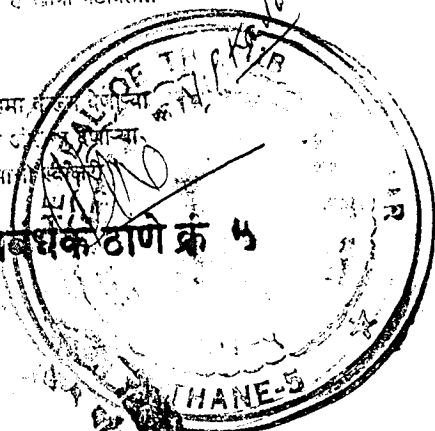
Shahar

अनुक्रमांक नं. २४६

कालावधी २५/१०

मुख्यालय
व्यवस्थापक
धरमा

द्वयम निबंधक ठाणे क्रं ५



टन न-६
दस्तावेज नं. ७६५/२००४
६२-६४



9/11/2006
18:37:31 am
दुय्यम निबंधकः
सह दु.नि.ठाणे 5

दस्त गोषवारा भाग-1

टनन5
दस्त क्र 7685/2006
६३/६४

दस्त क्रमांक : 7685/2006
दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: अमित उपाध्याय - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: कडवा लेन तालुका: ठाणे पिन: - पॅन नम्बर: -	लिहून घेणार वय 29 सही <i>A. Padhye</i>		
2	नाव: भारती उपाध्याय - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 51 सही <i>B.M. Upadhyay</i>		
3	नाव: बिना अमित उपाध्याय - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 25 सही <i>A. Padhyay</i>		
4	नाव: पुराणिक बिल्डर्स प्रा लि तर्फे संचालक योगेश गोविंद पुराणिक यांचे कु.मु. शाहजी माणिकराव कर्डेकर पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: नाईकवाड	लिहून घेणार वय 39 सही <i>[Signature]</i>		

