



Wednesday, October 15, 2008

3:31:16 PM

Original

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# पावती

पावती क्र. : 9015

दिनांक 15/10/2008

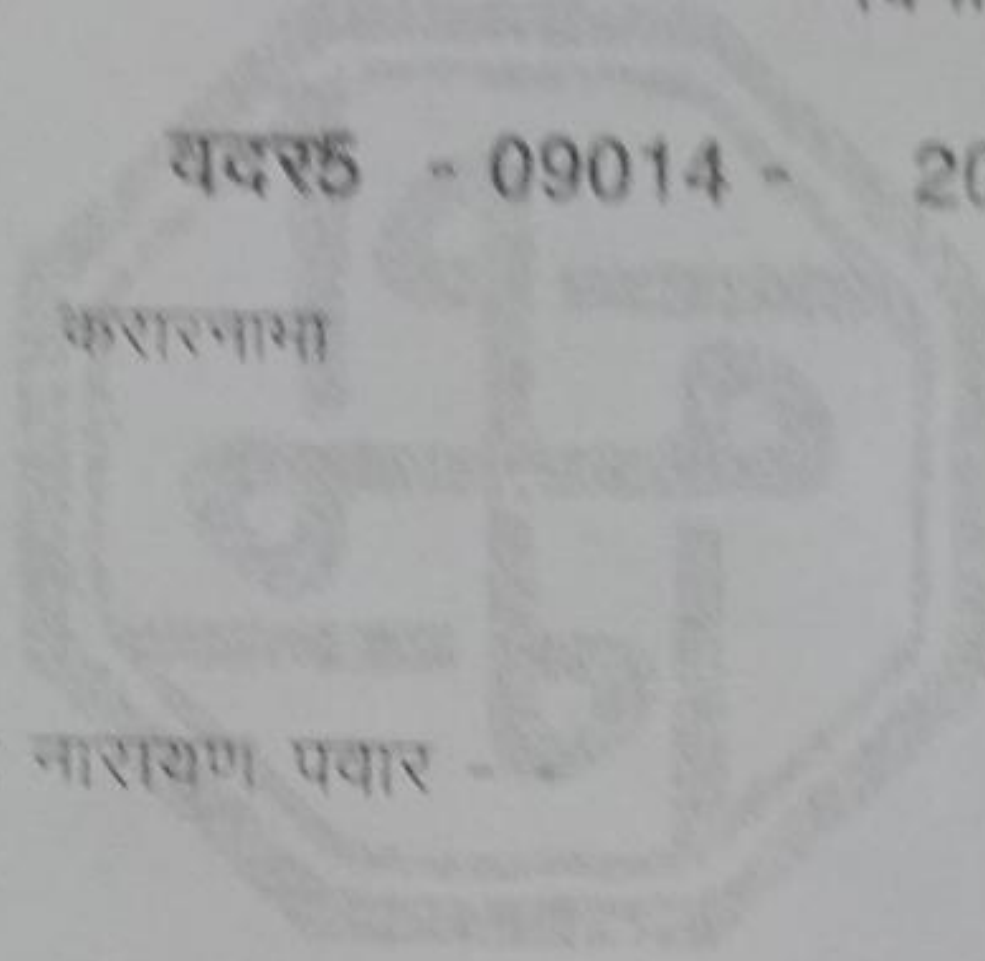
मावाचे नाव दहिसर

दस्तऐवजाचा अनुक्रमांक

वदरु - 09014 - 2008

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: नितीन नारायण पवार -

नोंदणी फी

26100.00

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

1040.00

रुजनात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (52)

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रु.

27140.00

आपणास हा दस्त अंदाजे 3:45PM ह्या वेळेस मिळेल

दुय्यम निबंधक  
बोरीवली 2 (कांदिवली)

बाजार मुल्य: 2216975 रु. मोडदला: 2610000 रु.

भरलेले मुद्रांक शुल्क: 113100 रु.

सह दुय्यम निबंधक बोरीवली-२,

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे:

मुंबई उपनगर जिल्हा.

वकेचे नाव व पत्ता: स्टेट बँक ऑफ मद्रास

डीडी/धनाकर्ष क्रमांक: 013928; रक्कम: 26100 रु.; दिनांक: 15/10/2008



Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch: BORIVALI	Date: 14/10/08
120604	
Pay to: Acct. Stamp Duty	
Franking Value Rs.	1,13,106
Service Charges Rs.	10
TOTAL	1,13,110
Name of the person for whom stamp duty is impressed	
Name & Address of the Stamp duty paying party	
Dr. Nitin Narayan Pawar & others	
Tel./ Mobile No.	9820029446
DD / Cheque No.	
Drawn at Bank	
For Bank's Use only	
Tran ID	14 OCT 2008
Franking Sr. No.	
Cashier	
Officer	



**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made and entered into at Mumbai, this 15<sup>th</sup> day of Oct., 2008 BETWEEN MESSRS. **SHREEJI DEVELOPERS** a partnership Act 1932 having, its office at Jagardev Chawl, Room No. 4, Kajupada, Borivali (East) Mumbai -400 066, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall deemed to mean and include the partners and their executors, administrators and the heirs, nominee and assigns of the said partners and the firm from time to time) of one part:

बदर-५/  
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 AND  
 2008

**DR. NITIN NARAYAN PAWAR**, Age 40 years, Occupation Medical Practitioner, Pan No. AALPP0478J and (2) **MRS. MADHURI NITIN PAWAR**, age 32 years, occupation Lecturer, both Adults, Indian Inhabitants, residing at "Shiv Parvati", 19, Shrikrishna Nagar, Borivali (East), Mumbai-400 066. Hereinafter referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to

Authorised Signatory

The Kapol Co-operative Bank Ltd.,  
 Borivali Branch, Bhandarkar Bhawan,  
 S. V. Road, Borivali (W),  
 Mumbai-400 092.

D-STP(V)/C.R. 3061/09/05/2008-2008

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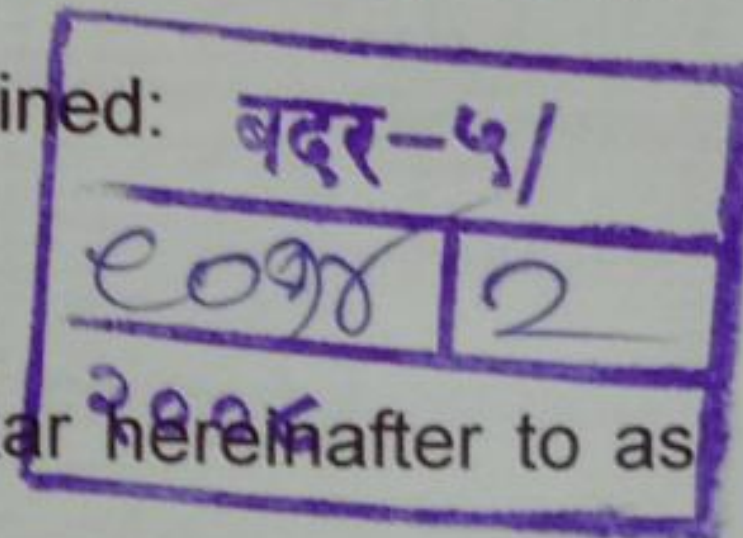
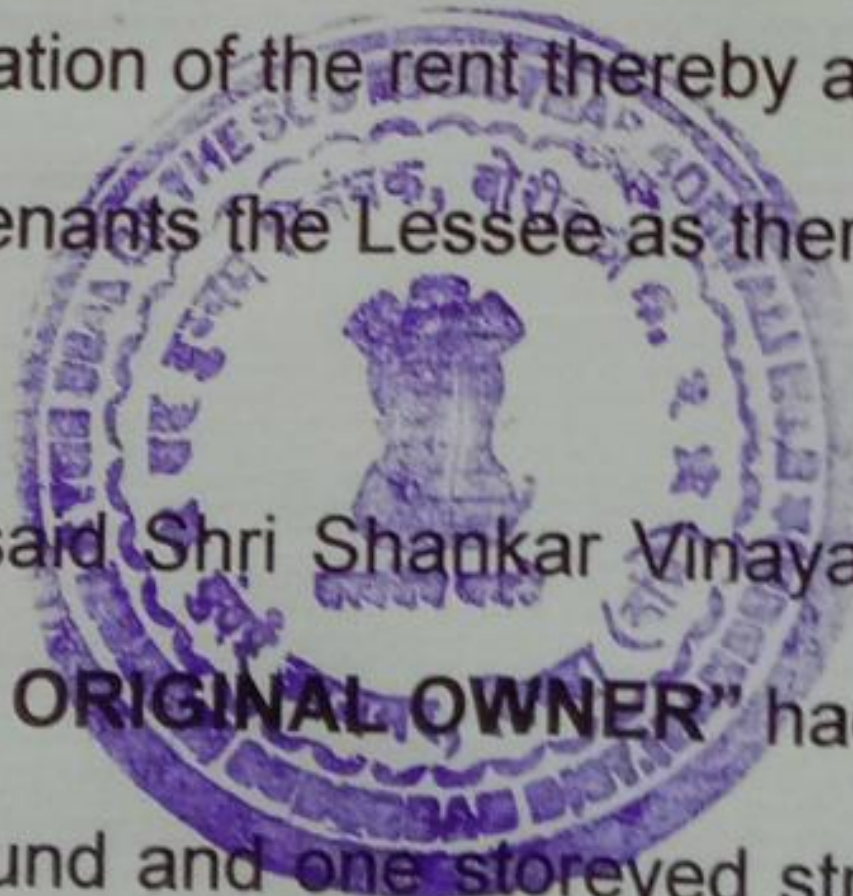


the context or meaning shall mean and include his/her/their heirs, executors, administrators and their nominees and/or assigns) OF THE OTHER PART:

**WHEREAS:**

1. By indenture of lease dated 24-03-1953 and further Indenture of Lease dated 04-04-1971 registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.PR 12/71 at Pages 163 to 167 Volume 69 BRO dated 03-12-1971 executed and made between Shrikrishna Co-operative Housing Society Ltd., Borivali (East), (therein called as also hereinafter referred to as "**THE LESSOR**") and one Shri Shankar Vinayak Nigudkar (therein referred to as "**THE LESSEE**") it was witnessed that the said Lessor did in consideration of the rent thereby and there under reserved and of the covenants the lessee as therein contained, granted and demised by way of lease unto the Lessee a plot land bearing Plot No. 8, admeasuring 262.20 sq. metres (Approx.) or thereabouts C.T.S No. 1891 situate, lying and being at Shrikrishna Nagar, within the Village limit of Dahisar, Taluka Borivali District Bombay Suburban District and within the registration Sub-District of Bandra (hereinafter referred to as "**THE SAID PLOT**") for of 998 years commencing from the 24<sup>th</sup> March, 1953 in consideration of the rent thereby and under reserved and of the covenants the Lessee as therein contained:

- II. The said Shri Shankar Vinayak Nigudkar hereinafter to as "**THE ORIGINAL OWNER**" had constructed on the said Plot a ground and one storeyed structure viz. "**SUHAS**" having 500 sq. ft. plinth area:





III. The said Shri Shankar Vinayak Nigudkar died intestate on 11-12-1977 leaving behind him surviving (1) Smt. Giribai Shankar Nigudkar (Wife), (2) Shri Prabhakar Shankar Nigudkar (Son), (3) Shri Vidyadhar Shankar Nigudkar, (Son), (4) Smt. Smita Sharachandra Jadye (married daughter) being his only heirs and legal representatives as per the Hindu Law applicable to him at the time of his death:

IV The said Giribai Shankar Nigudkar, wife of Shri. Shankar Vinayak Nigudkar, died intestate on 06-09-1986.

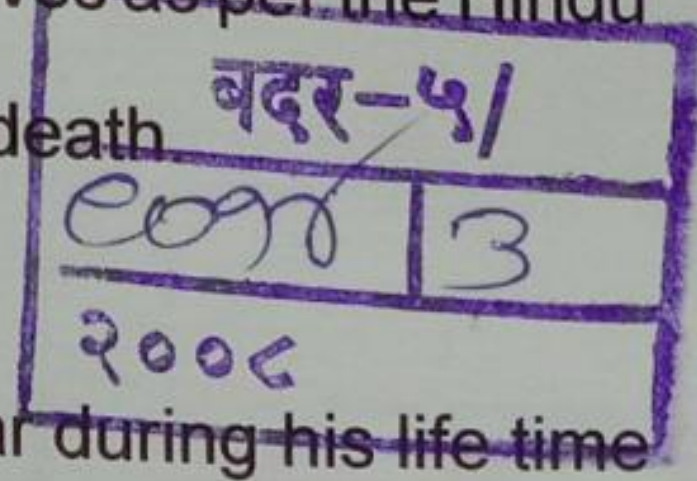
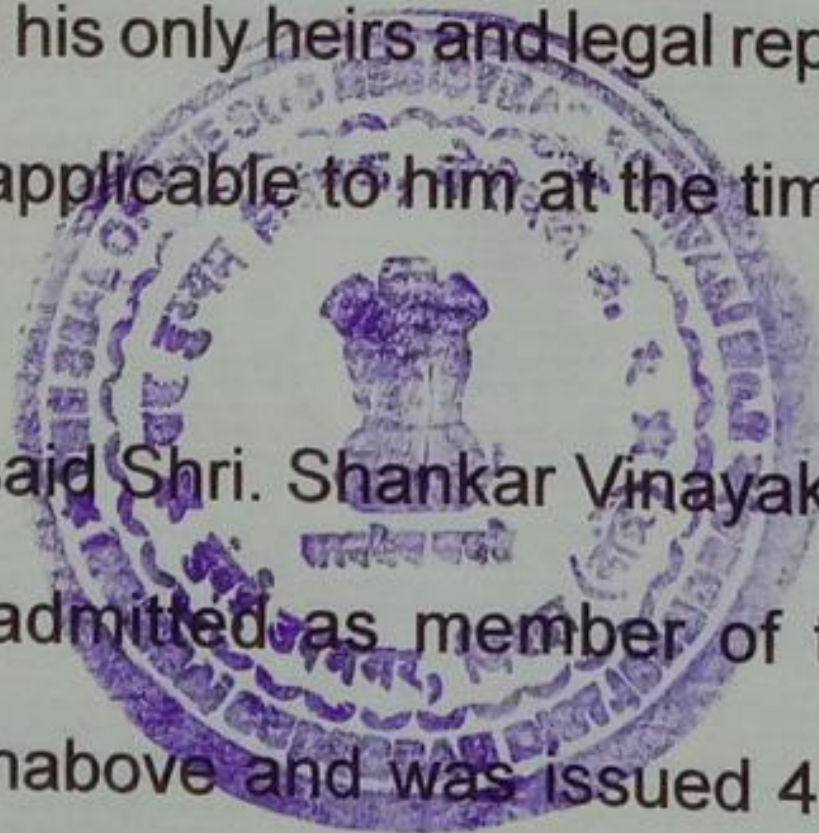
V. The said Shri Prabhkar Shankar Nigudkar, son of late Shri. Shankar Vinayak Nigudkar, died intestate on 19-09-2004 leaving behind him his children 1) Mr. Chidanad Prabhakar Nigudkar and 2) Miss Vaishali Prabhakar Nigudkar and his wife 3) Asha Prabhakar Nigudkar predeceased him on 06-02-1990, as his only heris and legal representatives as per the Hindu Law applicable to him at the time of his death.

VI. The said Shri Vidyadhar shankar Nigudkar, son of late Shri. Shankar Vinayak Nigudkar, died intestate on 12-04-1996 leaving behind him (1) Smt. Mohini Vidyadhar Nigudkar, (2) Mrs. Puja Kale nee Vandana Nigudkar, (3) Mrs. Damini Velankar nee Shubhangi Vidyadhar Nigudkar and (4) Mr. Vijay Nigudkar, (5) Mrs. Subhada Jogdand nee Shubhada Vidyadhar Nigudkar being his only heirs and legal representatives as per the Hindu Law applicable to him at the time of his death

VII. The said Shri. Shankar Vinayak Nigudkar during his life time was admitted as member of the said society referred to hereinabove and was issued 42 fully paid up shares of Rs. 50/- each vide share certificate No. 013 & 014 and bearing distinctive nos. 314 to 318 (both inclusive) and 319 to 355 (both inclusive) respectively. The said Shankar had nominated

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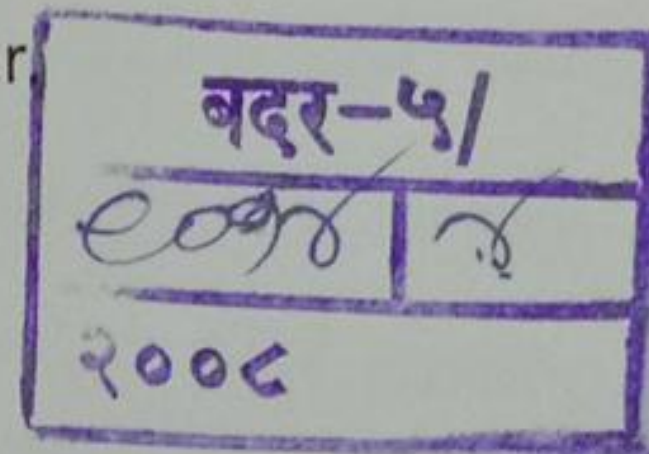
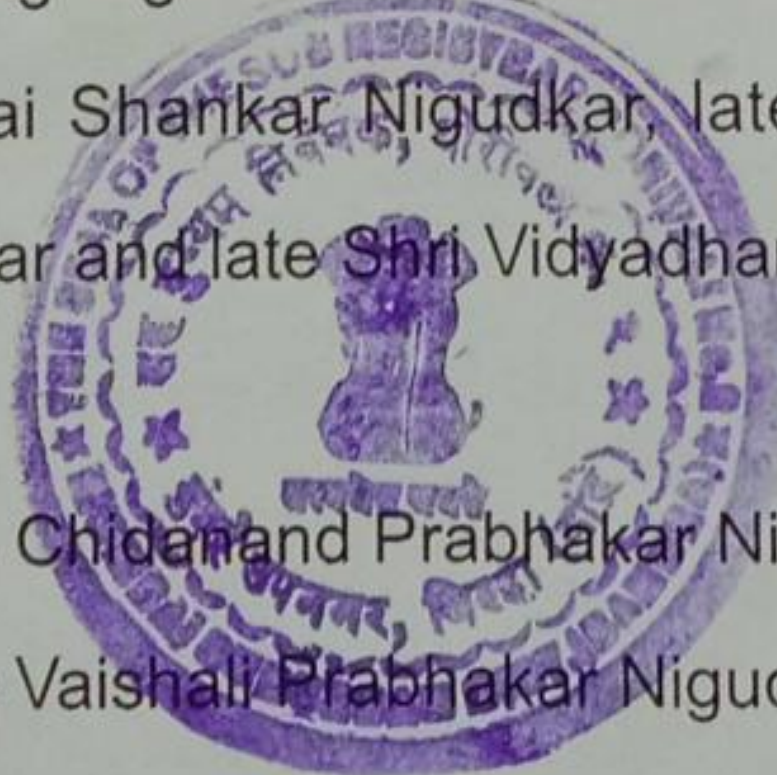


his wife as his nominee in respect of the said lease hold plot, and the said Smt. Girijabai held the said shares on the demise of the said Shankar. The said Girjabai in turn nominated his son Mr. Prabhakar Shankar Nigudkar as her nominee, and accordingly the said Prabhakar Nigudkar was admitted as member of the Society in terms of his nomination. The said Prabhakar Shankar Nigudkar in turn nominated his son Shri. Chidanad Prabhakar Nigudkar as his nominee in respect of the said leasehold plot.

VIII. AND WHEREAS the said Shri. Chidanad Prabhakar Nigudkar was admitted as a member of the society, resolution dated 30-10-2004 pass in the meeting of the working commity held on date the Shri. Krishna Nagar Co-op. Housing Society Ltd. and that the shares Certificate No. 13 and 14 bearing distinctive number 314 to 318 (both inclusive) and 319 to 355 (both inclusive) respectively were also transfered in the name of the said Shri. Chidanad Prabhakar Nigudkar and that the said Shri. Chidanand Prabhakar Nigudkar is a lessee holder of the said plot No. 8 and is in exclusive use and occupation and possession of the said lease hold plot No. 8.

IX. And whereas the following person are left behind as the only surviving legal Shri-Shankar Vinayak Nigudkar, late Smt. Girijabai Shankar Nigudkar, late Shri Prabhakar Shankar Nigudkar and late Shri Vidyadhar Shankar Nigudkar.

1. Shri. Chidanand Prabhakar Nigudkar
2. Miss Vaishali Prabhakar Nigudkar.
3. Smt. Mohini Vidyadhar Nigudkar.
4. Mrs. Puja Kale nee Vandana Nigudkar
5. Mrs. Damini Velankar nee Shubhada Vidyadhar Nigudkar



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 M. P. Sharma  
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6. Mr. Vijay Nigudkar.

7. Mrs. Subhada Jogdand nee Shubhada Vidyadhar  
Nigudkar.

8. Smita Sharadchandra Jade;

X. By virtue of the inheritance and successions, the above persons jointly became the absolute owner and well and sufficiently entitled to the said Plot;

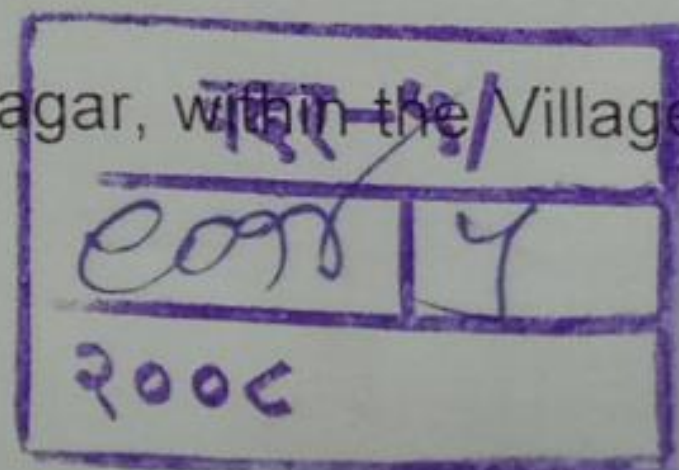
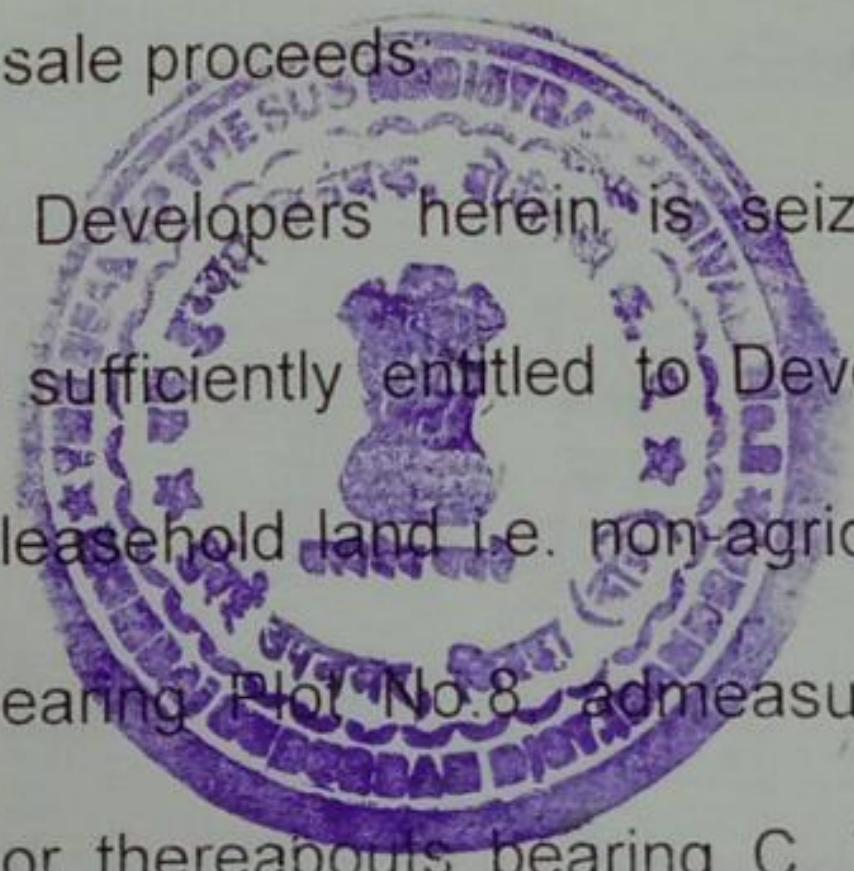
XI. Under Development Agreement dated 26<sup>th</sup> July, 2006 registered under No. BDR-5/6137/2006 dated 26.07.2006 with the Sub-Registrar of Assurances, Borivali No. 2, Mumbai Suburban District, Mumbai, entered in to between the said legal heirs as owners of the said leasehold property and the Developers M/s. Shreeji Developers, the legal heirs/owners granted development rights in respect of the leasehold plot No.8;

XII. The legal heirs/owners have also executed a General Power of Attorney on 26.07.2006 registered with the Sub-Registrar of Assurances, Borivali-2, Mumbai Suburban District, Mumbai under No. BDR-5/6147/2006 dated 26.07.2006 empowering the Developers with all powers of developments of the said property and also granting powers to sell, assign and transfer the tenements so constructed in the proposed development to intending buyers on ownership basis and also to appropriate the entire sale proceeds.

XIII. Thus the Developers herein is seized, possessed of and otherwise sufficiently entitled to Develop all that piece and parcel of leasehold land i.e. non-agricultural plot of land, plot of land bearing Plot No.8 admeasuring 262.20 sq. metres

M.V. Sharnar (Approx) or thereabouts bearing C. T. S. No. 1891 situate,

lying and being at Shrikrishna Nagar, within the Village limit of



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and / or T.D.R which facts have been explained to the Purchasers and the Purchasers have given their No objection for the same as further contemplated hereinunder ;

XVIII. The Purchaser/s has/have applied to the Developers for allotment to the Purchaser/s of a Flat No. 4 on the ~~fourth~~ <sup>Fourth</sup> floor of the Building that shall be standing on the said property after completion of such construction thus being constructed on the said property;

XIX. A copy of the typical/ 1st to 5th floor plan of the said Building "SHREEJI APT." thus proposed on the said property is hereto annexed and marked Annexure "B";

XX. Prior to making application as aforesaid, as required by the provisions of Maharashtra Co-Op. Housing Society Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling & Regulation) Act 1976, the Purchaser/s has/have made a declaration to the effect that neither the Purchaser/s nor the members of the family ( Family as defined under the ULCR Act, 1976) of the Purchaser/s own a tenement, house or building within the limits of Brihanmumbai Mahanagarpalika;

XXI. Pursuant to the application thus made by the Purchaser/s, the Developers have agreed to sell to the Purchaser/s, at the price and on the terms and conditions mutually agreed upon, the said flat;

XXII. The Developers have given inspection to the Purchaser/s of the copies of all the documents relating to the said property and the plans, designs and specifications and of such other documents as are specified under Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, management and transfer) Act, 1963 (hereinafter referred to as the MOF Act) and the rules made there under and the

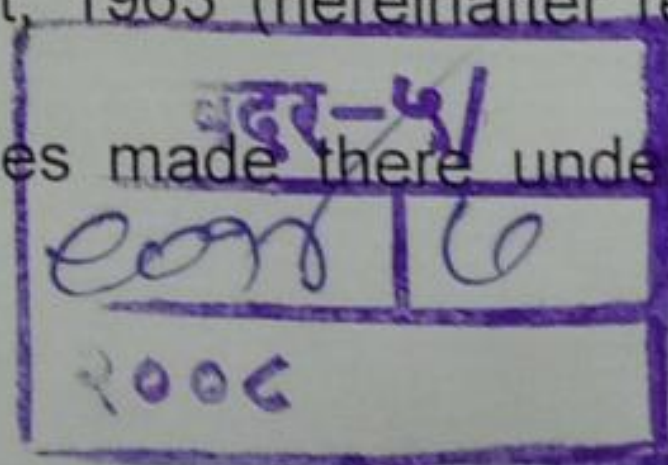
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*MVP*

*M. P. Sharma*

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Purchaser/s is/are satisfied in this behalf prior to the execution hereof;

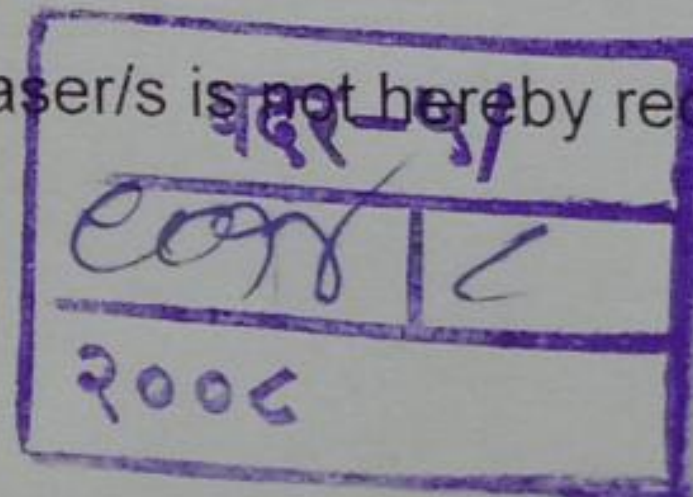
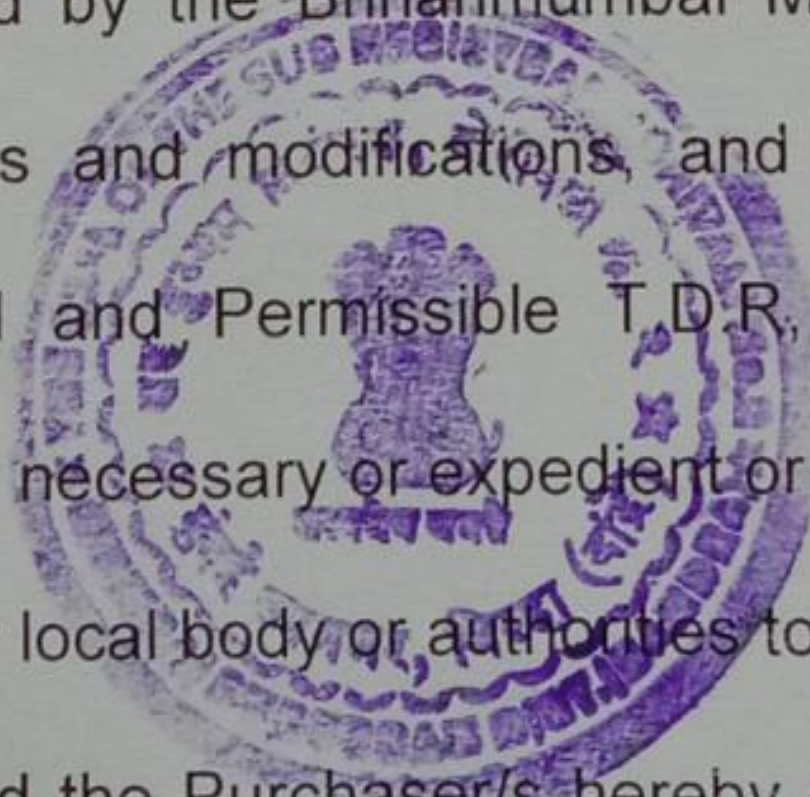
XXIII. Copies of the Property-Register cards in respect of the said property are annexed hereto and are collectively marked Annexure "C" whereas a copy of the Certificate issued by Mr. Sunil B. Jadhav Advocate High Court inter alia certifying the title of the Developers to such development rights in the said property in hereto annexed and marked Annexure "D" ;

XXIV. The parties hereto are desirous of recording the terms and conditions thus mutually agreed upon in the manner hereinafter appearing;

NOW THESE PRESENTS WITNESS and it is hereby agreed by and between the parties hereto as follows:-

1. The Developers, at their own costs, shall construct on the said property more particularly described in the schedule hereunder written, a Building, in accordance with plans, designs and specification seen and approved by the Purchaser/s prior to the execution if the Agreement and approved by the Brihanmumbai Mahanagarpalika with such variations and modifications, and for utilization of the Plot Potential and Permissible T.D.R., as the Developers may consider necessary or expedient or as may be required by any public or local body or authorities to be made in them or any of them and the Purchaser/s hereby consent/s to such variation being made PROVIDED THAT the total area of the flat hereby agreed to be sold to the Purchaser/s is not hereby reduced.

  
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2. The Developers do hereby agree to sell to the Purchaser/s and the Purchaser/s doth/do hereby agree to purchase from the Developers, on what is commonly known as "Ownership Basis" but subject to the restrictions and /or limitations in this behalf herein specified, Flat No. 4 on the fourth floor of the building thus proposed to be constructed on the said property. The flat thus hereunder being sold by the developers to the Purchaser/s admeasuring 52.045 sq. mtrs or thereabout of carpet area and admeasuring 560 sq. ft. or thereabout of carpet area (hereinafter referred to as "the said flat"). The said flat is so being sold by the Developers to the Purchaser/s at or for the lump sum price of Rs. 26,10,000/- (Rupees Twenty six Lakhs Ten thousand only) payable in the manner provided in clause 3 hereof. The said flat is shown delineated by red color boundary line on typical/ 1<sup>st</sup> to 5<sup>th</sup> floor plan of the proposed building Annexure "B" hereto while the fitting, fixture and amenities to be provided in land/or in respect of the said flat are more particularly described in the statement hereto annexed and marked Annexure "E".

3. The Purchaser/s doth/do hereby agree to pay to the Developers the consideration of Rs. 26,10,000/- mentioned in the forgoing clause for the acquisition of said Flat as follows:-

- a) Rs. 3,91,500/- (Rupees Three lakhs ninety one thousand five hundred only) equivalent to 15% of the sale consideration or thereabouts

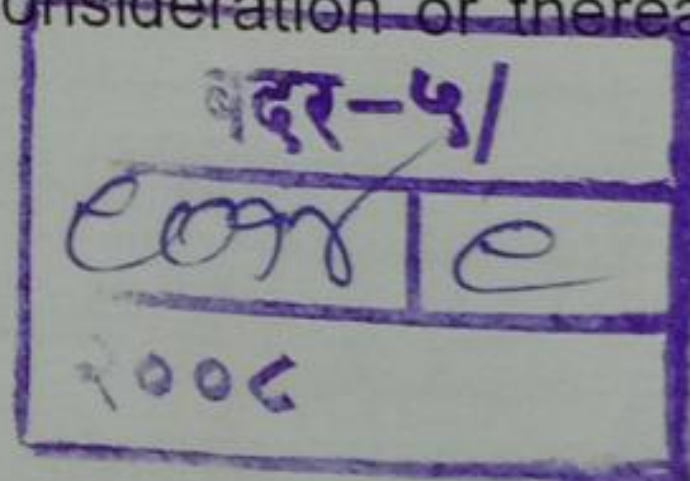
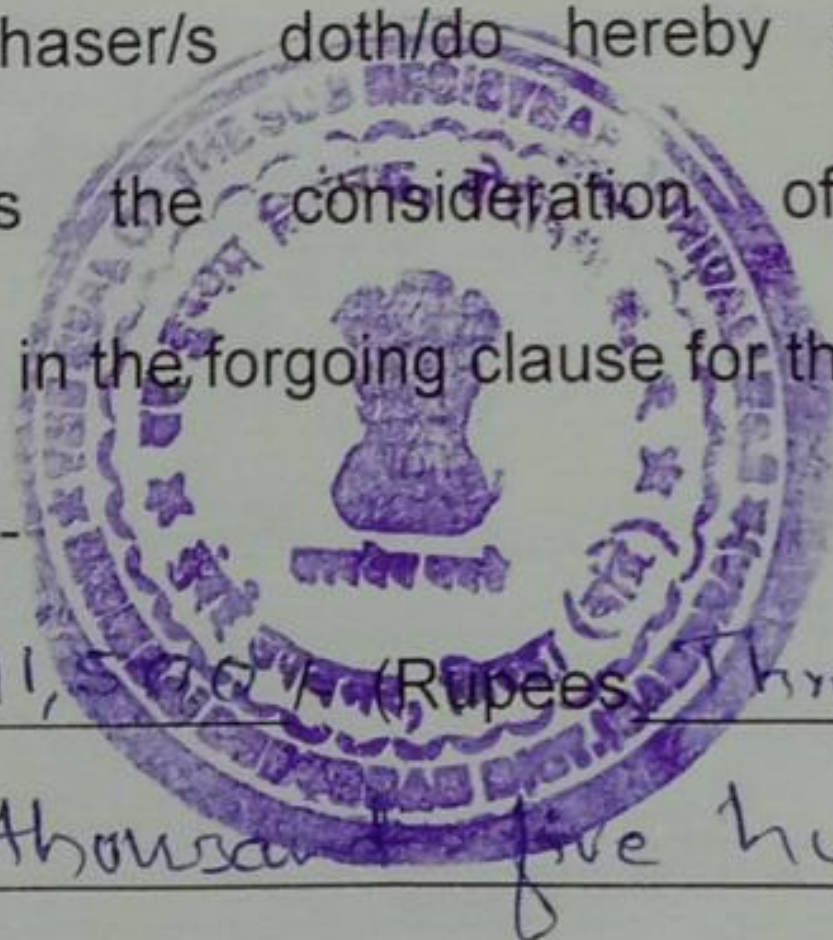
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paid as First Installment payable by the Purchaser/s to the Developers prior to the execution of this Agreement.

b) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the Plinth of the building thus proposed on the said property is completed.

c) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the SLAB of 1<sup>st</sup> Floor of the building thus proposed on the said property is completed.

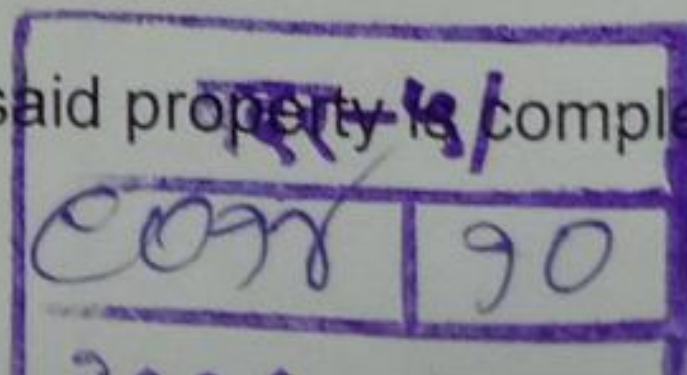
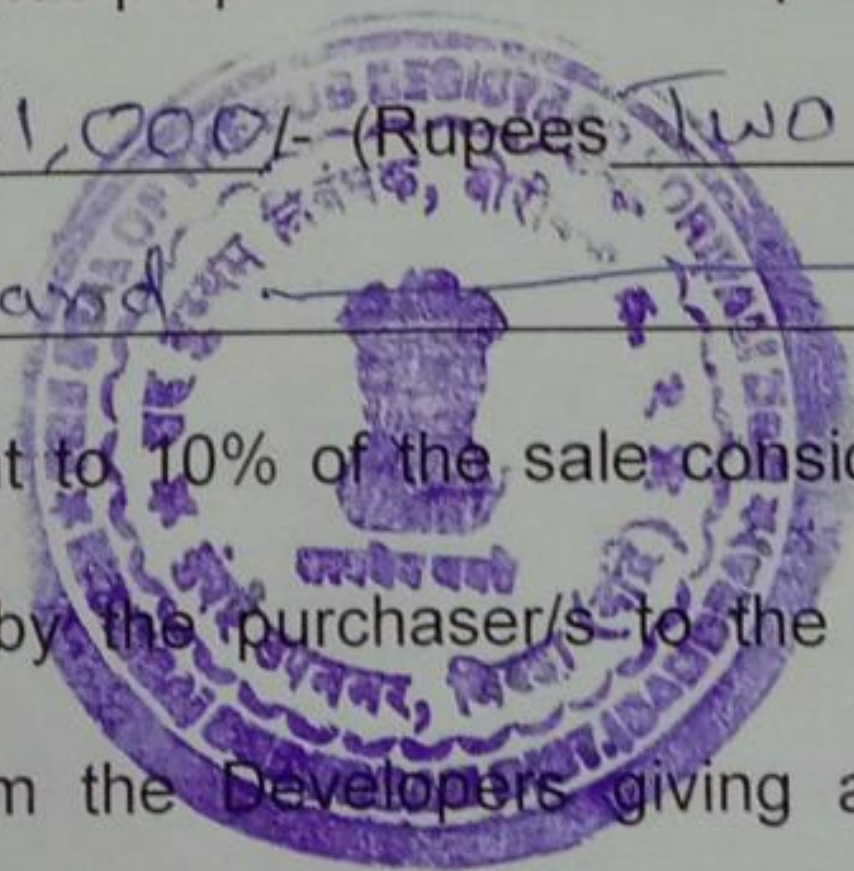
d) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the SLAB of 2<sup>nd</sup> Floor of the building thus proposed on the said property is completed.

e) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the SLAB of 3<sup>rd</sup> Floor of the building thus proposed on the said property is completed.

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f) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the SLAB of 4<sup>th</sup> Floor of the building thus proposed on the said property is completed.

g) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the SLAB of 5<sup>th</sup> Floor of the building thus proposed on the said property is completed.

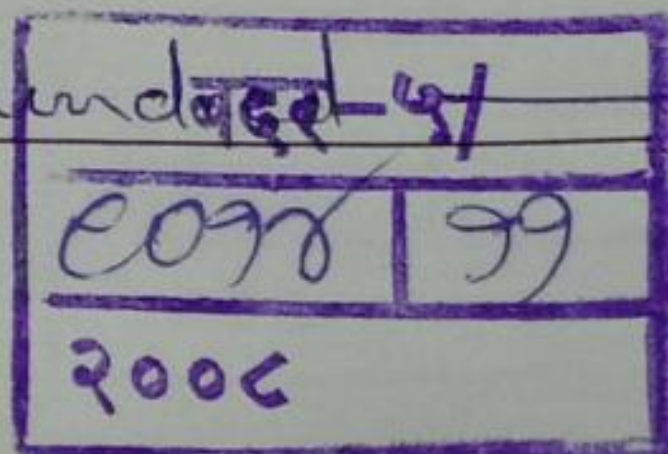
h) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the casting of the SLAB of 6<sup>th</sup> Floor of the building thus proposed on the said property is completed.

i) Rs. 2,61,000/- (Rupees Two lakhs sixty-one thousand only)

equivalent to 10% of the sale consideration or thereabouts payable by the purchaser/s to the Developers with in 15 days from the Developers giving a written notice to the Purchaser/s that the Brick work and Plaster of the building thus proposed on the said property is completed.

j) Rs. 1,30,500/- (Rupees One lakh thirty thousand five hundred only)

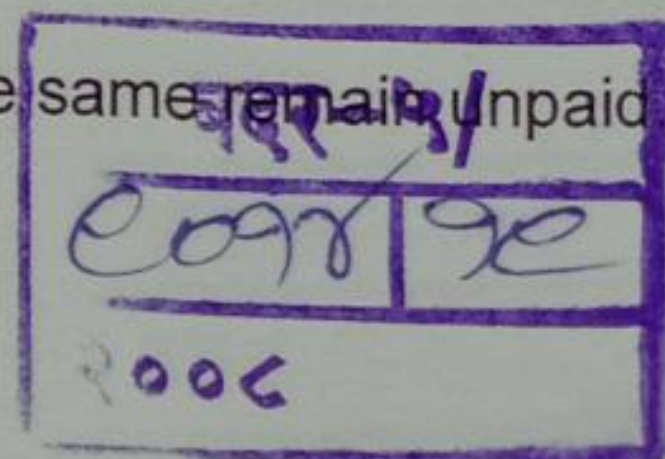
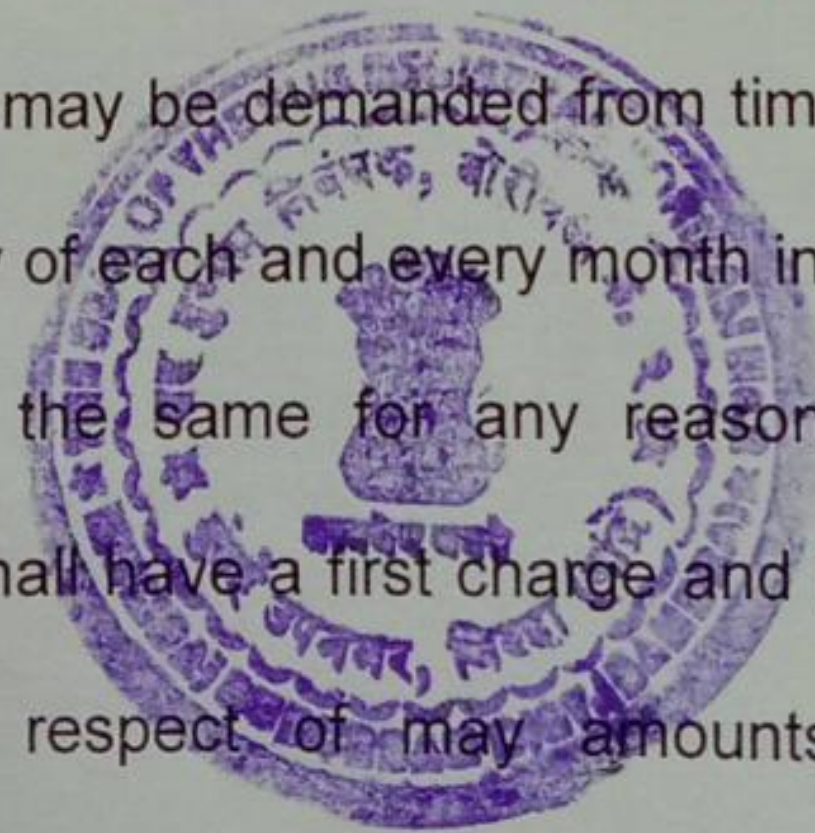


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chowkidars, sweepers and other employees and all other expenses and outgoings necessary and incidental to the management, maintenance, unkeep, repairs and preservation of the said building plot and the building thereon. Until the said body is formed and the said building plot and the said property is conveyed/transferred to it. The purchaser/s shall pay to the developers, such proportionate share of outgoings as may be determined by the developers. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay provisional monthly contribution @ Rs. 4.75/- per Sq.ft. per month (Rs. 3,192/-) towards the outgoings in respect of the maintenance of the said building. The Purchaser/s shall continue to pay such outgoings as mentioned herein above until a Deed of Lease/Conveyance/Declaration/Deed of Apartment is executed in favour of the said body and accounts are handed over to the said body. On such document being executed the deposits mentioned hereinafter (less deductions provided for in this Agreement for sale) shall be paid over by the Developers to the said body and not individually to any of the Purchaser/s at any time. The Purchaser/s undertake to pay such provisional monthly contributions and such proportionate share of outgoings as may be demanded from time to time regularly, on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. The developers shall have a first charge and lien on the said flat premises in respect of any amounts payable by the Purchaser/s to the developers under or by virtue of this agreement for sale so long as the same remain unpaid.

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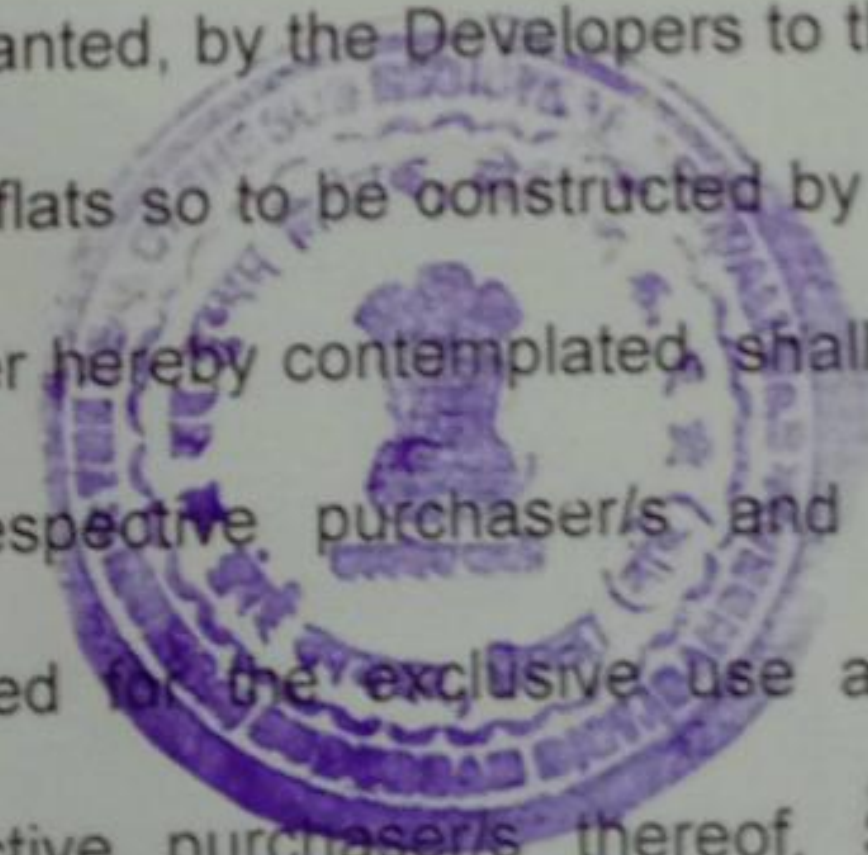


- ii) a sum of Rs. 10,000/- (Rupees Five Thousand Only ) towards legal charges for preparation of this agreement.
- iii) a sum of Rs. 5000/- (Rupees Five Thousand Only ) towards membership premium for becoming membership of the Society /Condominium/Association.,
- iv) a sum of Rs. 7,500/- ( rupees Seven Thousand Five Hundred Only )towards charges for electric meter and water meter.
- v) a sum of Rs. 10,000/- ( Rupees Ten Thousand Only )towards Development charges payable to the M. C. G. M. .
- vi) a sum of Rs. 25,000/- ( Rupees Twenty Five Thousand Only towards maintenance Deposit.

16. The Stamp Duty and registration charges of and incident to this Agreement shall be borne and paid by the purchaser/s alone.

17. It is hereby expressly agreed and understood by and between the parties hereto that the spaces and/or garden spaces if any sold, and/or exclusive rights in this behalf if any granted, by the Developers to the purchaser/s of any of the flats so to be constructed by the developers in the manner hereby contemplated, shall belong exclusively to the respective purchaser/s and the same shall be intended for the exclusive use and enjoyment of the respective purchaser/s thereof. Such terrace spaces and/or garden spaces shall however not be closed, enclosed by the respective purchaser/s till the permission

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 M. S. Sharma  
 30/1/21  
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in writing is obtained from the concerned local authorities and the developers or the society/Condominium/Association, as the case may be.

18. The Developers alone shall be entitled to use, sell and dispose of the terrace and the entire parapet walls of the terrace of the buildings under construction on the said property, the open spaces shall be existing on the said property and the areas, if any, under stilts thereon on such terms and conditions as the developers may deem fit. the developers shall be entitled to use and permit the use of such open spaces and /or the parapet walls of the terraces over the building under construction on the said property for the purpose of display advertisement, sign boards, neon signs and/or hoarding/s without paying any rent or compensation or damages to the purchaser /or the society and all income derived from the use, sell and disposal of the terraces, open spaces and of the areas under stilts of the building under construction of the said property shall belong to the developers exclusively and the Purchaser/s and the Society/Condominium/Association shall have no thereon.

19. The developers shall be entitled to sell, assign, transfer or otherwise deal with or dispose of there right, title and interest in the said property and the building there on and under this Agreement PROVIDED THAT such dealing do not in any way adversely affect and/or prejudice the rights of the purchaser/s under this agreement.

20. In the event of the developers for any reason whatsoever granting tenancy rights to any person/s in respect of any of the flat/s to be constructed by the developers in the

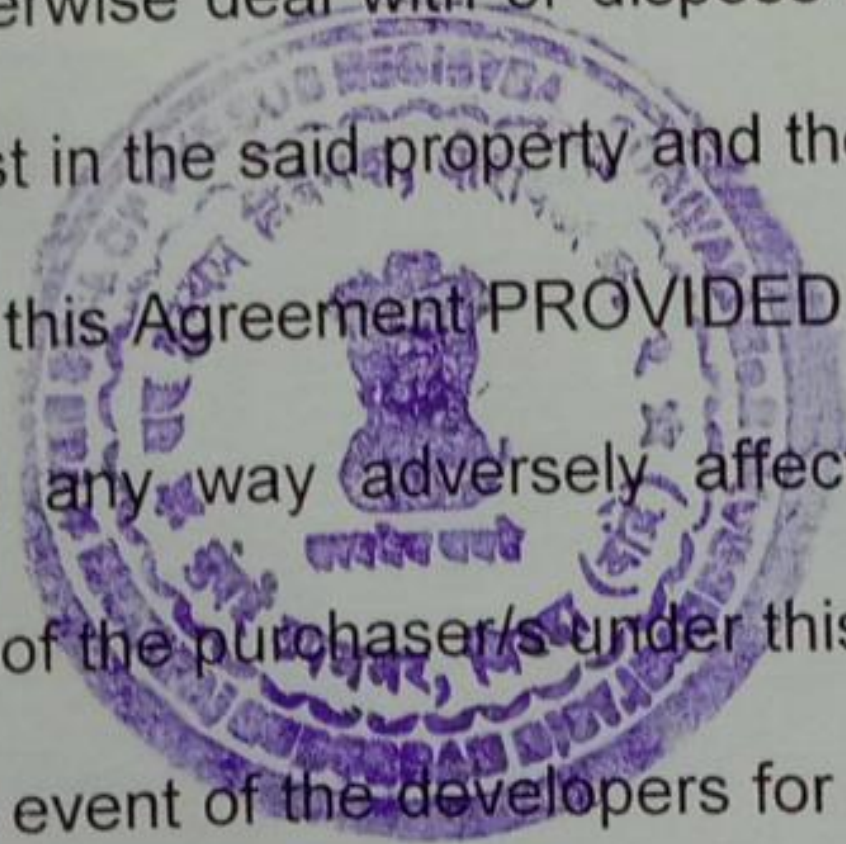
*AD*

*MNP*

*M. S. Sharma*

*30/12/00*

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building being constructed by the Developers on the said property in the manner hereby envisaged, such tenant/s shall be atoned to the society and the purchaser/s shall not objected to the same in any manner and on any ground whatsoever.

21. The developers, subject only to the rules and regulations for the time being in force in this behalf, shall be entitled to change user of any portion of the said property and the buildings under construction there on for any other purpose at the absolute discretion of the Developers but subject to the rights of the purchaser/s in respect of the said flat hereby agreed to be sold.
22. The Developers Shall subject only to the rules and regulations for the time being in force in this behalf, shall be entitled to utilize the Balance Plot Potential and Construct additional Flats as proposed by the Developer on the said Plot and a full disclosure of the same has been given to the purchaser/s herein. The Developers have also disclosed the tentative and proposed Plans for the balance Plot Potential to the purchaser/s herein and the purchaser/s have inspected the same and having fully understood the said facts the purchaser/s hereby give their irrevocable consent and No objection to the developers, their Nominees and assigns for construction of the balance construction by utilizing the Plot Potential in terms of the balance F.S.I and / or Permissible T.D.R at the absolute discretion of the Developers but subject to the rights of the purchaser/s in respect of the said flat hereby agreed to be sold.

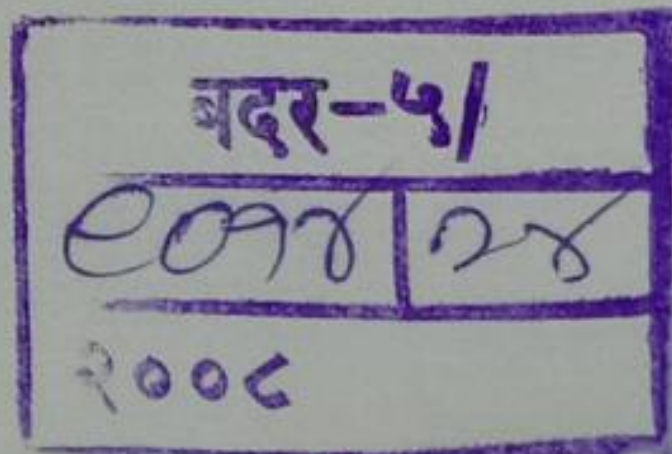
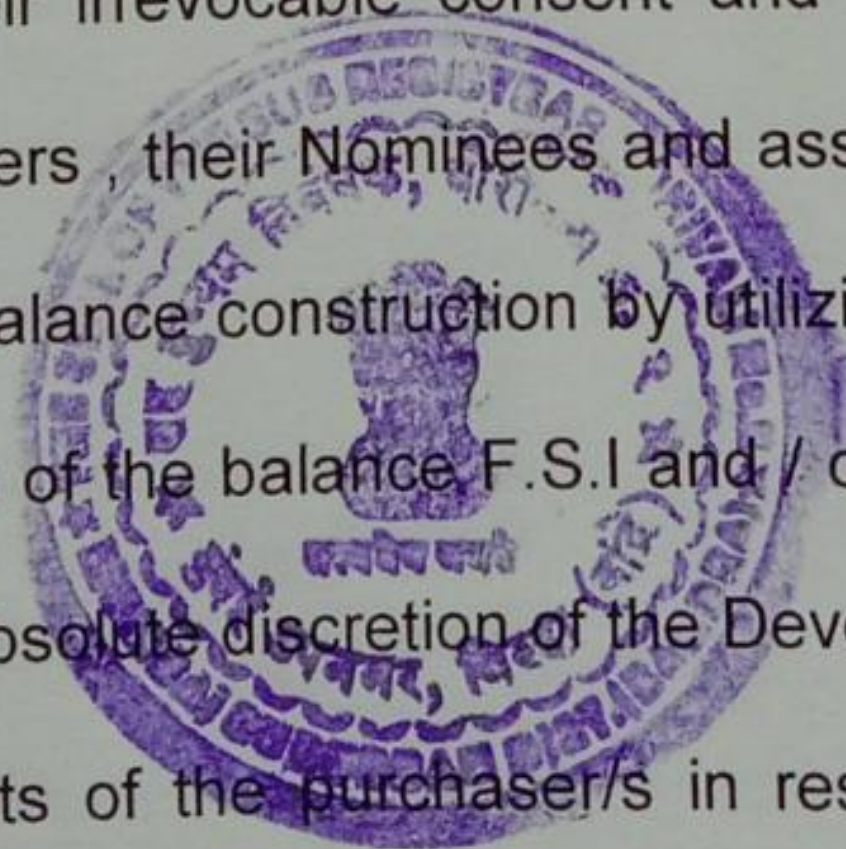
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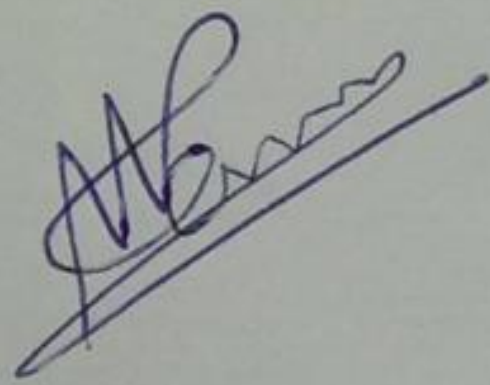
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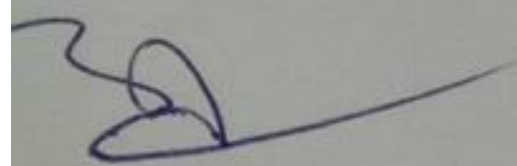
23. Any delay tolerated or indulgence shown by the developers in enforcing any of the terms of this Agreement or any forbearance or giving of time to the purchaser/s by the Developers shall not be considered or constructed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the purchaser/s nor shall the same in any manner Prejudice the rights of the Developers.
24. The Purchaser/s shall not at any time demand partition of his/her/their interest in the said flat and/or in the said property and it is hereby agreed and declared that the interest of the purchaser/s in the said flats and the said property and the building thereon is impartable and it is agreed that the developers shall not be liable to execute any other Conveyance or any other document in respect of the said flat in favor of the purchaser/s.
25. After possession of the said flat is handed over or is deemed to have been handed over to the purchaser/s, if any additions or alterations on the said property or in respect of the building in which the said are situate are required to be carried out by Brihanmumbai Mahanagarpalika or any Government, local and/or other statutory authority, the same shall be carried out by the purchaser/s in cooperation with the Society at their own costs and the Developers shall not in any way be liable for the same.
26. The purchaser/s shall have no claim save and except in respect of the particular Flat hereby agreed to be sold to

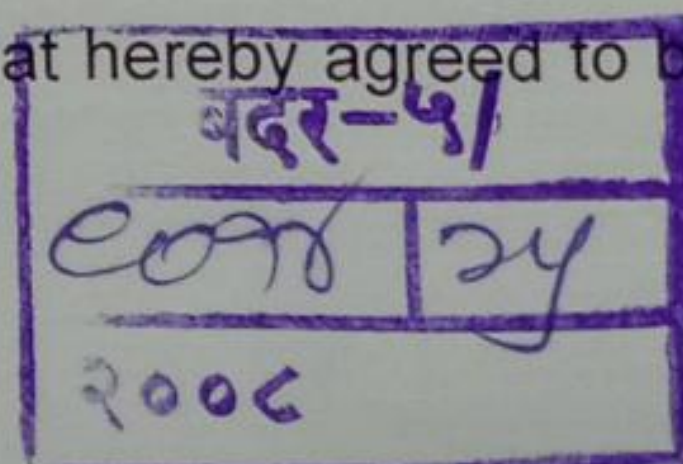
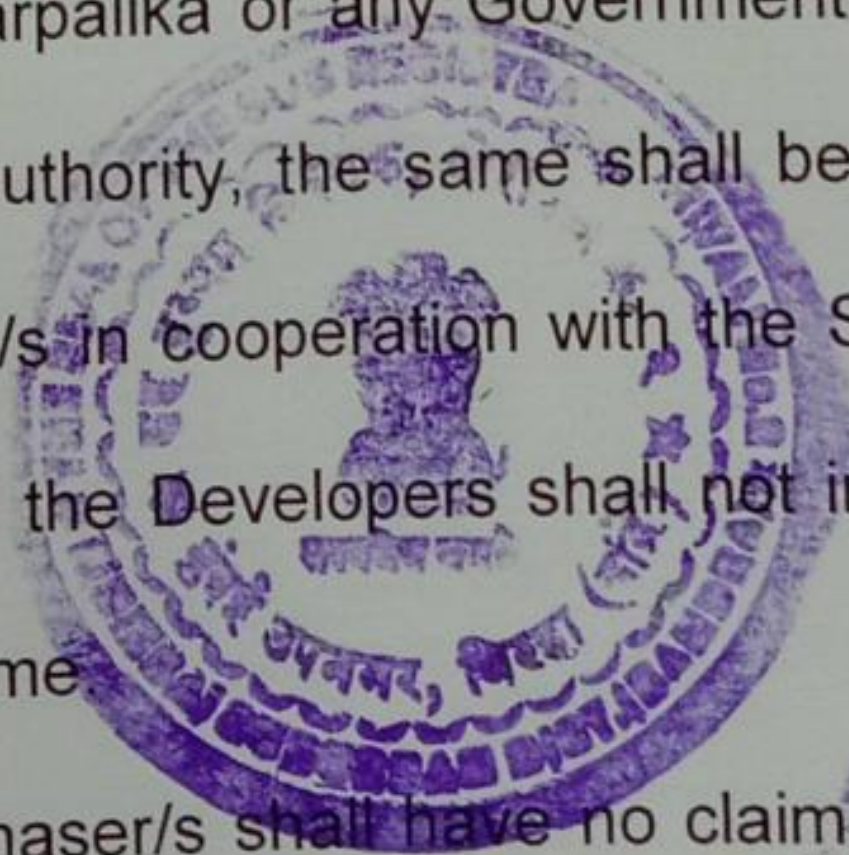


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M. S. Sharma

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the purchaser/s, and subject to the terms and conditions herein appearing.

27. All notice to be served on the Developers in connections with this Agreement shall be deemed to have been duly served on the Developers if sent by Registered post at the addresses of the Developers given hereinabove unless the Developers have duly communicated to the purchaser/s change of address.
28. All notice to be served on the purchaser/s in connection with this Agreement shall deemed to have been duly served on the purchaser/s if sent by Registered post at his/her/their address given hereinabove unless the purchaser/s has/have/ duly communicated to the developers change of address.
29. The transaction covered by this contract at present is not understood to be liable to tax under the Sales Tax Laws. If, however, by reasons of any amendment to the Constitution or enactment or amendment to any statute by any authority including Central and/or State government, this transaction is held liable to tax as a sale or otherwise, either wholly or in part or in the event of any inputs or material or equipments used or supplied in execution of and/or in connections with this transaction are made liable to tax any time hereafter, the same shall be payable by the purchaser/s as also the purchaser/s of other flats units in the structure for the time being standing on the said property on demand at any time without the Developers being required to suffer any loss and/or expenses in this behalf. Similarly, in the event of the transaction hereby recorded being subjected to any

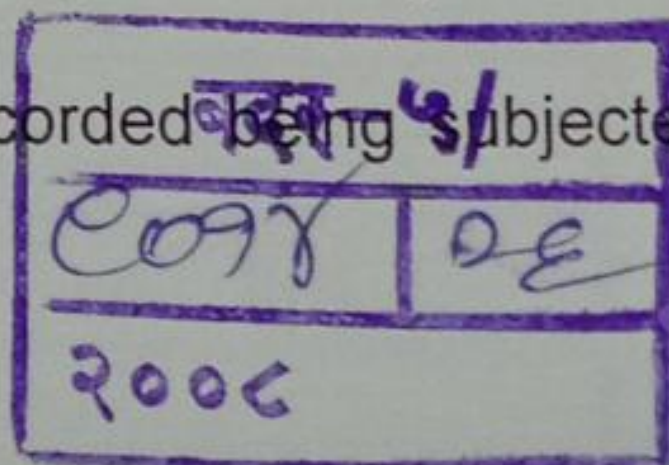
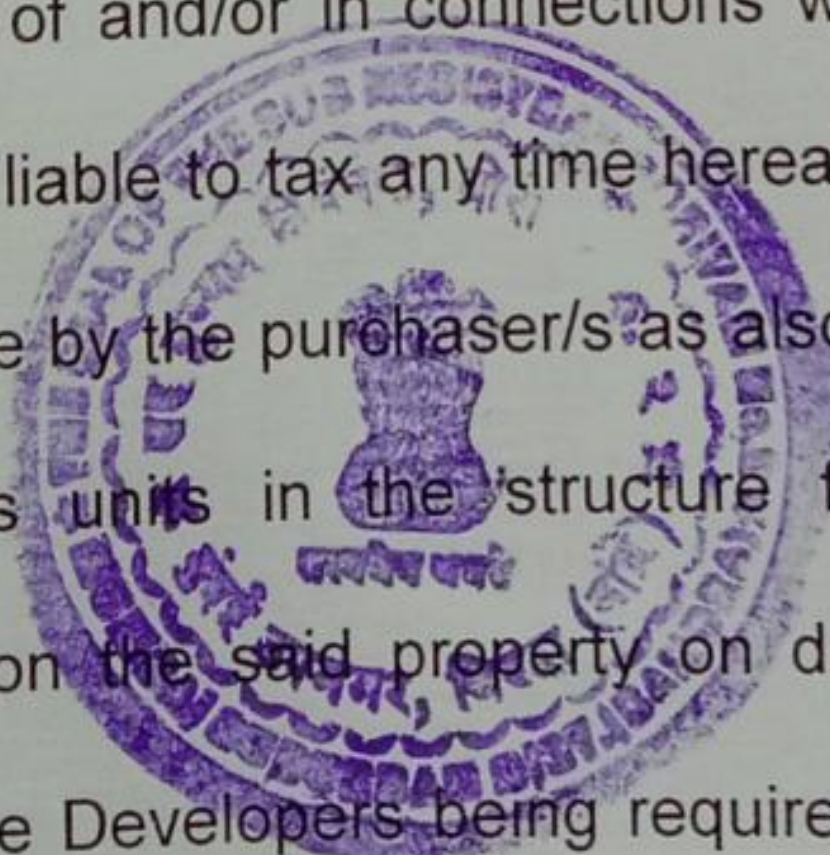
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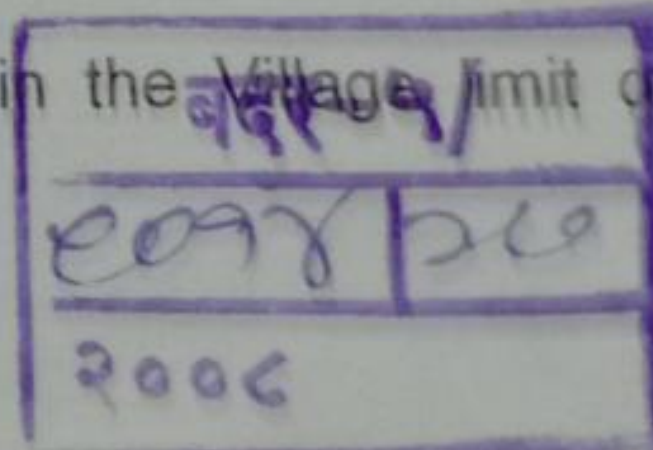
tax which was not leviable thereon as on 1<sup>st</sup> April 2001, the burden of such a tax shall have to be borne and paid by the purchaser/s irrespective of the provisions in the behalf contained in the statute and/or notification imposing such a tax.

30. The Developers shall not be responsible for the consequences arising out of change in law or change in Municipal and other laws, rules, regulations etc.
31. The Purchaser/s, prior to the execution hereof has/have caused to be paid on this Agreement appropriate amount of stamp-duty, upon the execution hereof, the Purchaser/s shall lodge this Agreement for registration in the office of the Sub-Registrar of Assurances concerned and shall intimate to the Developers the particulars of such lodgment well in advance in order to enable the developers to attend the said office and to admit execution hereof within the time prescribed in this behalf under the Registration Act, 1908.

IN WITNESS WHEREOF the parties hereto have hereunto and to the two duplicates hereof set and subscribed their respective hands and seals the day and year first hereinabove written, the original hereof alongwith one duplicate being handed over to the Purchaser/s and the Developers retaining the other duplicate.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of leasehold land i.e. non-agricultural plot of land, bearing Plot No.8, admeasuring 262.20 sq.metres (Approx.) or thereabouts bearing C.T.S. No. 1891 situate, lying and being at Shrikrishna Nagar, within the village limit of Dashisar,



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(Approx.) or thereabouts bearing C.T.S. No. 1891 situate, lying and being at Shrikrishna Nagar, within the Village limit of Dahisar, Taluka Borivali District Bombay Suburban District and within the registration Sub-District of Bandra, and bounded as follows :

- On or towards North : By Plot bearing C.T.S No. 1881/6
- On or towards South : By D.P. Road
- On or towards East : By Plot bearing C.T.S. No. 1892
- On or towards West : By Plot bearing C.T.S. No. 1890

SINGED SEALED and DELIVERY by )  
 The Withnamed DEVELOPERS )  
 MESSRS SHREEJI DEVELOPERS )



Through their Partner  
 Mr. Ashok Badriprasad Vyas  
 Mrs. Madhuri Sanjay Sharma  
 Mrs. Usha Kailash Sharma

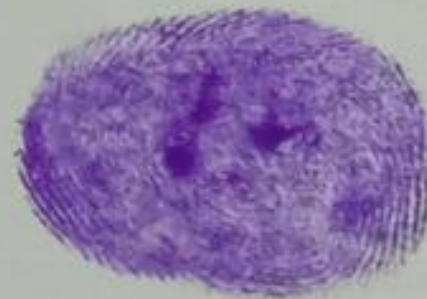


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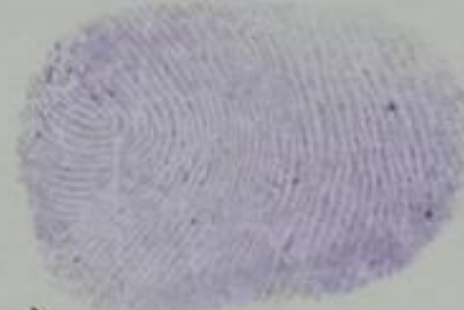
Madhuri S. Sharma  
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in the presence of

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2.



SINGED SEALED and DELIVERED by )  
 The Withnamed PURCHASER/S )  
 1. DR NITIN NARAYAN PAWAR )  
 2. MRS. MADHURI NITIN PAWAR )



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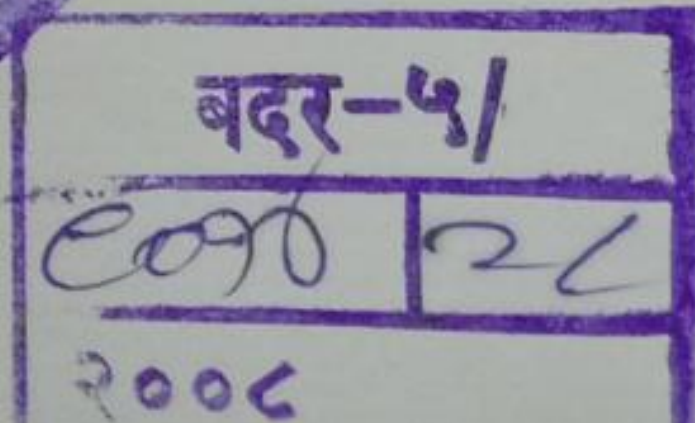
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in the presence of,

1. *Handwritten signature in blue ink.*



2.





## THE STANDARD AMENITIES

### (A) FLOORING

- (1) Rooms and Passage - Vitrified Tiles.
- (2) Kitchen - Ceramic Tiles (Anti-skid)
- (3) Terrace - China Mosaic.
- (4) Toilet - Ceramic Tiles (Anti-skid)
- (5) Entrance lobby - Granite Tiles.
- (6) Staircase - Granite Tiles up to 1<sup>st</sup> floor and Kota Stone from 1<sup>st</sup> floor to terrace.
- (7) Landing & mid-landing - Vitrified tiles / Granite Tiles.

### (B) WALL

- (1) Kitchen - Ceramic/ Glazed Tiles above the Platform up to 2 feet height.
- (2) Toilets - Glazed Tiles.

### (C) KITCHEN PLATFORM

- (1) Granite slab in kitchen platform with S.S.Sink.

### (D) SANITARYWARE AND C.P.FITTINGS

- (1) W.C. - European W.C.(Wall mounting )
- (2) Bath - Wall mixer with O.H.Shower arrangement and instant geyser.
- (3) Washing - Ceramic Wash Basin.
- (4) Plumbing - UPVC Concealed piping.

### (E) DOORS

- (1) Entrance Doors oil - Flush door with lamination on front and paint on back side fitted with night latch, Godrej lock, C.P.aldrop.
- (2) Toilet doors - Aluminium frame with backalite in below portion of shutter and glass in top Portion.
- (3) Rooms Door - flush door with oil paint on both side.

### (F) WINDOWS

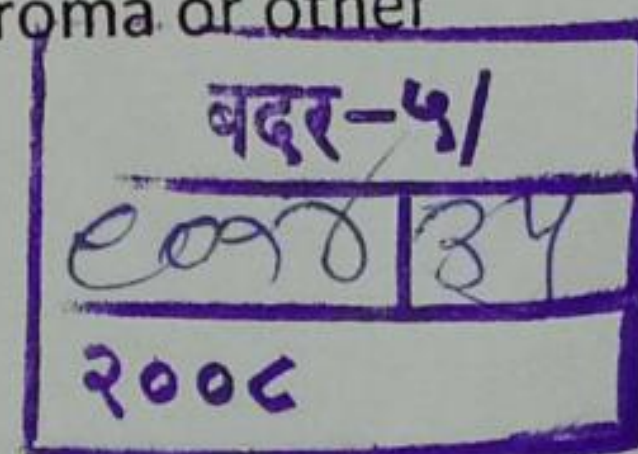
- (1) Rooms - Aluminium Sliding window.

### (G) ELECTRIC

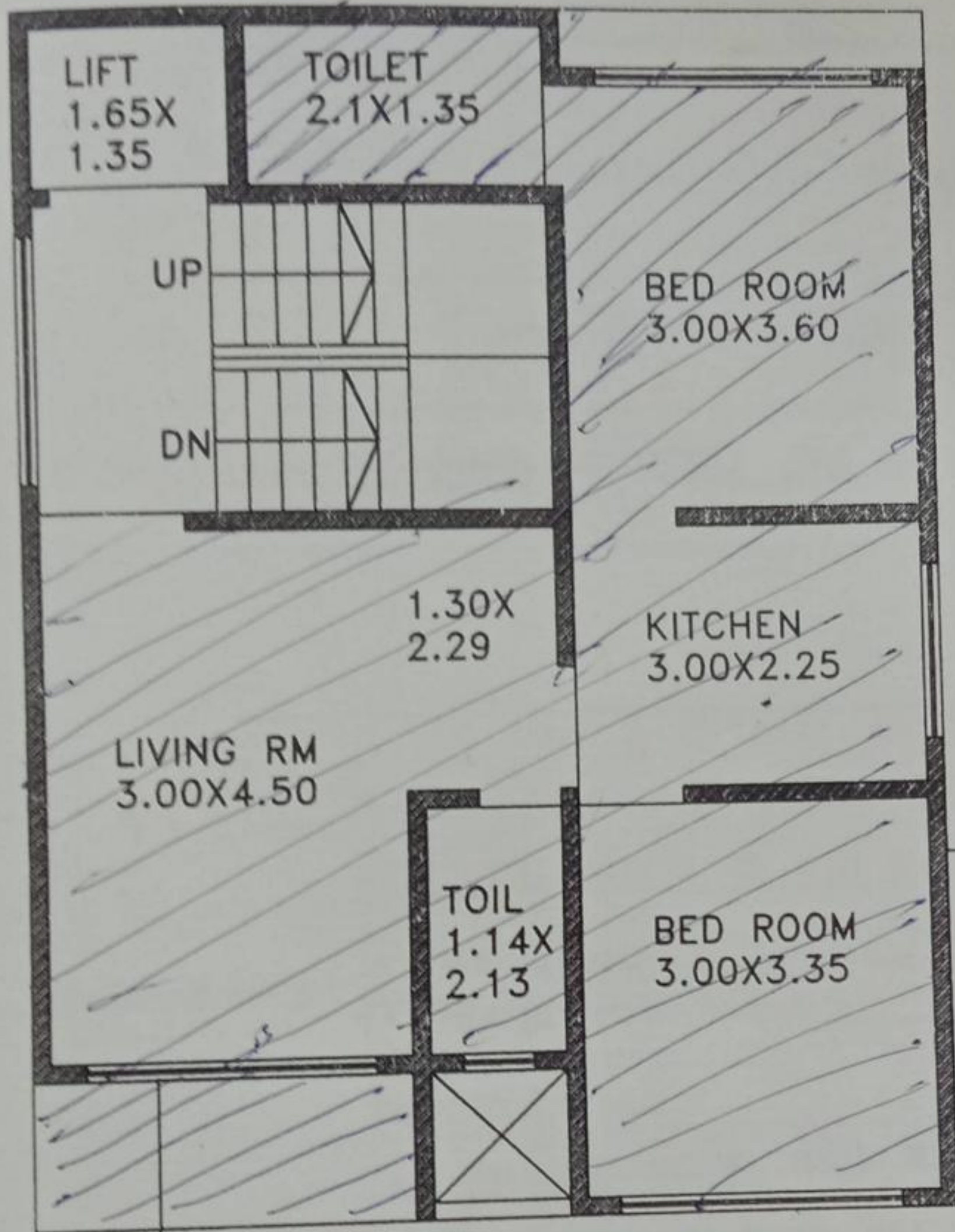
- (1) All electric work shall be concealed and wiring shall be of copper.
- (2) All rooms shall be fitted with switches of Anchor, roma or other equivalent brand.

### (H) PAINTING

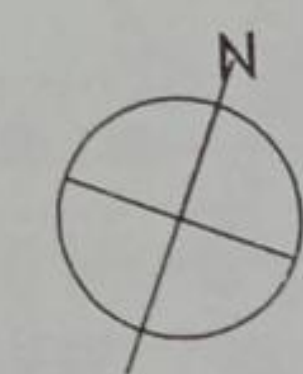
- (1) Exterior Wall-Weatherproof cement paint.
- (2) Internal Wall – Oil bond Distemper.







MVP  
 M. V. Shetty  
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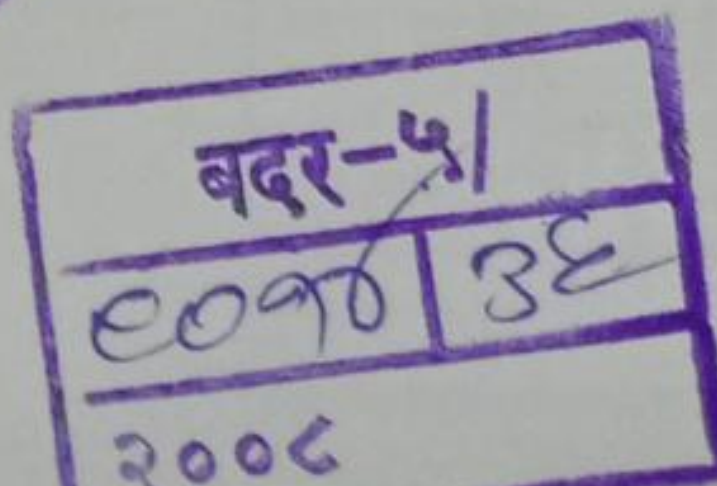
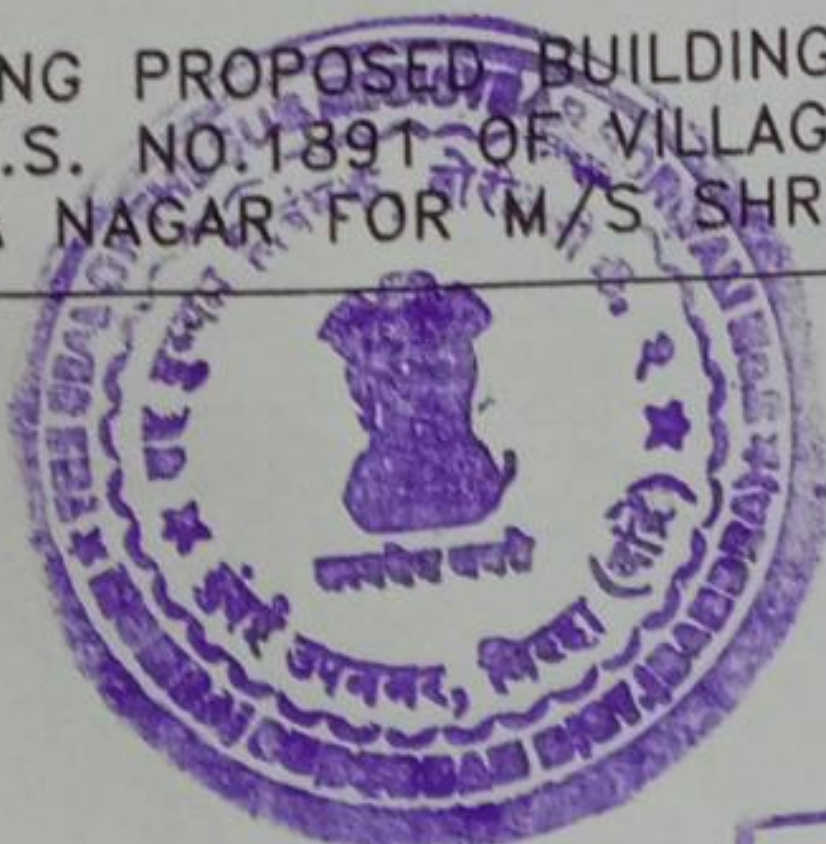
TYPICAL 1ST TO 5TH FL. PLAN

G A T E

G A T E

9.00 M W. SHRIKRISHNA NAGAR X ROAD NO. 2

PLAN SHOWING PROPOSED BUILDING ON PROPERTY BEARING C.T.S. NO. 1891 OF VILLAGE DAHISAR AT SHRIKRISHNA NAGAR FOR M/S SHRIJI DEVELOPERS





346  
Form 88

in replying please quote No. and date of this letter. THIS I.O.D. (C.C) IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1978

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

CHE/A-4035/BP(WS)/AR  
No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM

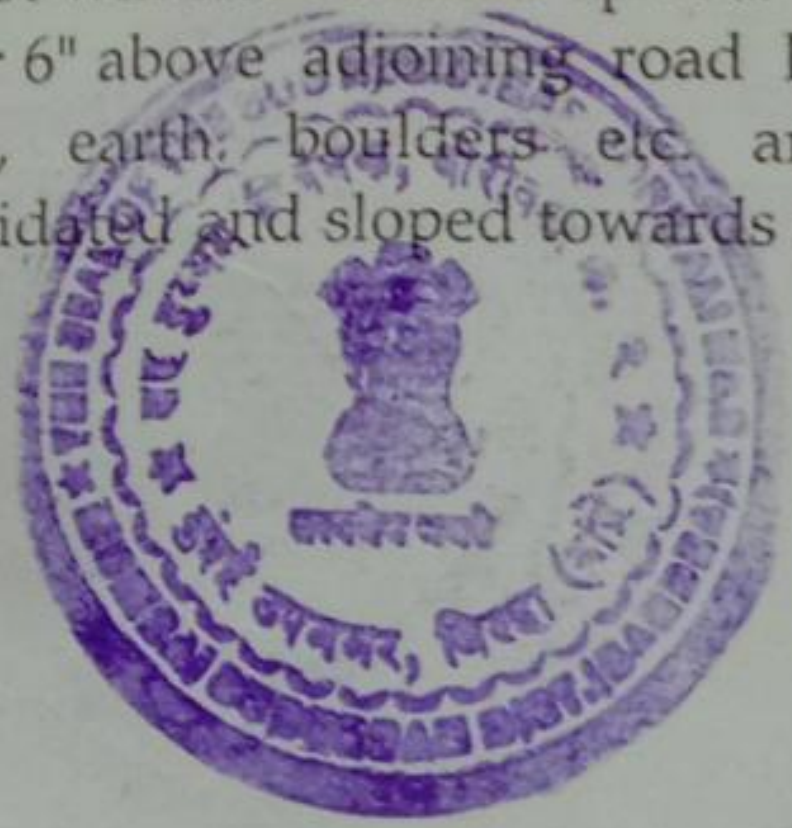
Owner,  
Nigudkar & Others

Municipal Office,  
Mumbai ..... 200  
15 MAR 2007

With reference to your Notice, letter No. 337 5743 dated 04/08/2006 and delivered or 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed on plot bearing C.T.S.No.1891 of Village ahisar at Borivali (East). furnished me under your letter, dated 200..... I have to inform you that I cannot approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A - CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled,rolled, consolidated and sloped towards road side, before starting the work.



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- ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
- ( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 14/3/08 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

*Sd/-*  
Executive Engineer, Building Proposals,  
Zone, A/W Wards.

### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :--

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

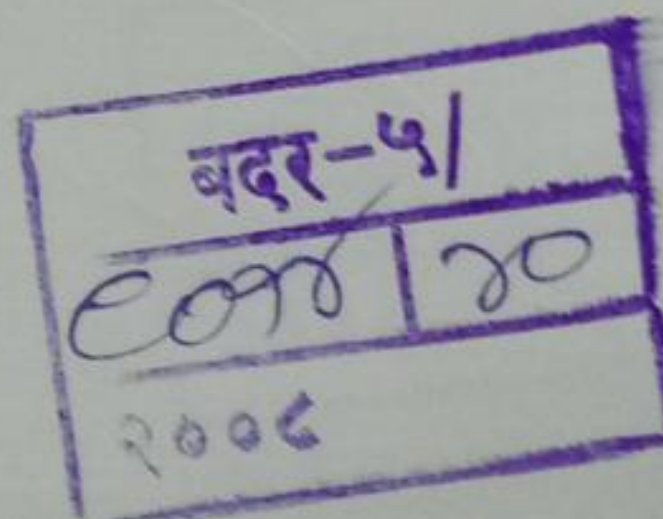
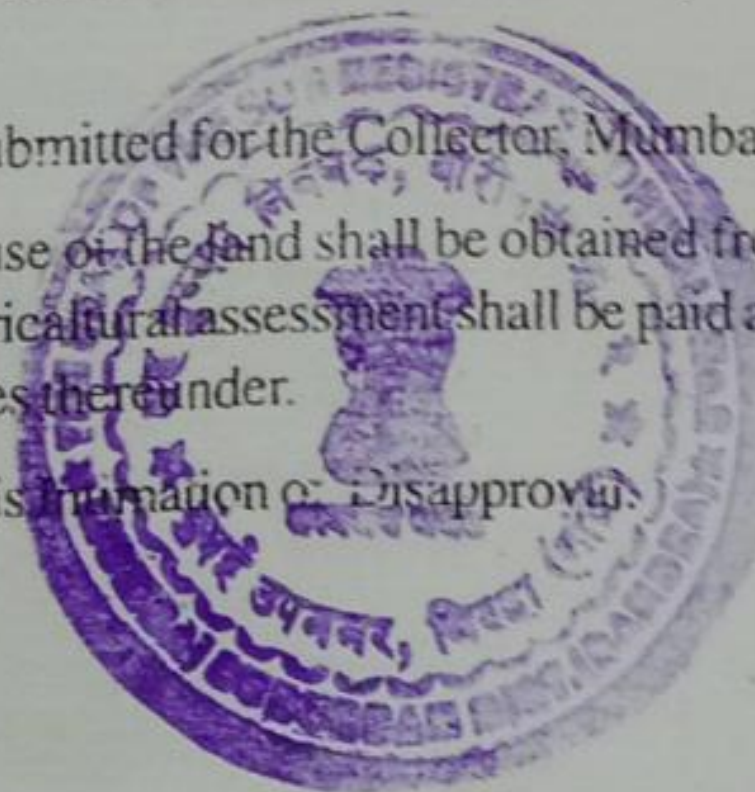
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval.





15 MAR 2007

10. That final N.O.C. from A.A. & C.R./Central shall not be submitted before occupation.
11. That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
12. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected.
13. That the debris shall not be removed before submitting B.C.C.
14. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec 353A of MMC. Act for work completed on site.
15. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
16. That some of the drains shall not be laid internally with C.I. Pipes.
17. That the every part of the building constructed and more particularly O.H. Tank will not be provided with proper process for staff of P.C.O. office with a provision of safe and stable ladder.
18. That the list of additional members of Non-Residential users shall not be added in the list of society members and certificate from MHADA in that effect shall not be submitted.

D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

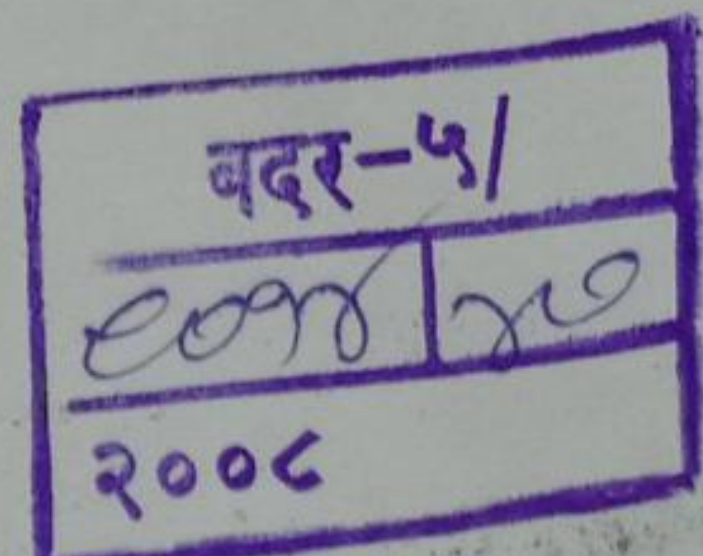
1. That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

NO D.J.C.O. IS ISSUED SUBJECT  
THE PROVISIONS OF URBAN LAND  
REGULATIONS ACT 1973

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*Sanjay*  
15/3/07  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) R-Ward





Office of the  
Asst. Eng. Bldg. Prop. (W/S) P. & R. Ward  
Brihanmumbai Municipal Corporation  
BRIHANMUMBAI MAHANAGARPALIKA

MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')  
NO. CHE/ A-4035 /BP(WB)/KR/AR 23 JUL 2007

COMMENCEMENT CERTIFICATE

To  
Nigudkar & Others  
Owner

Sir,  
With reference to your application No. 1308 dated. 04.08.2006 for Development Permission and grant of Commencement Certificate under Sector 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under section 346 of the Bombay Municipal Corporation Act 1888 to erect a building to the development work of Proposed bldg. on plot bearing C.T.S. No. 1891

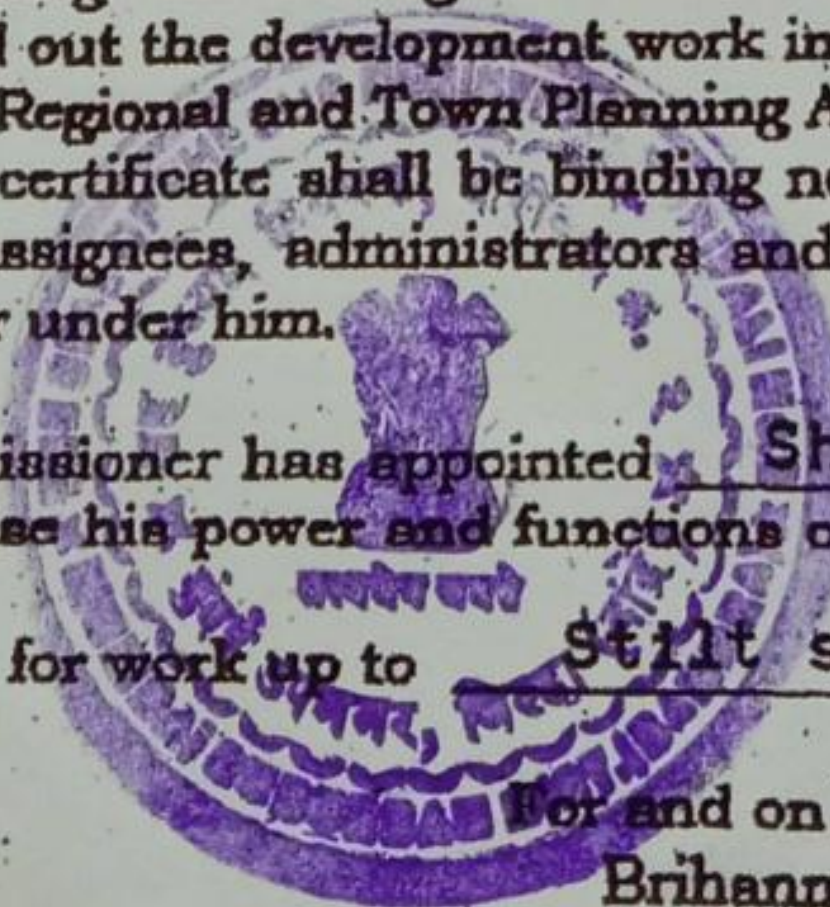
at premises at ~~XXXX~~ Shrikrishna Nagar  
Village Dahisar Plot No. -  
situated at Borivali (East) Ward R/Central

The Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:-
  - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the application and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act 1966.
7. The conditions of this certificate shall be binding not only on the applicant by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri S.N. Abhang  
Ex. ~~XXXX~~ Assistant Engineer to exercise his power and functions of the planning Authority under Section 45 of the said Act.

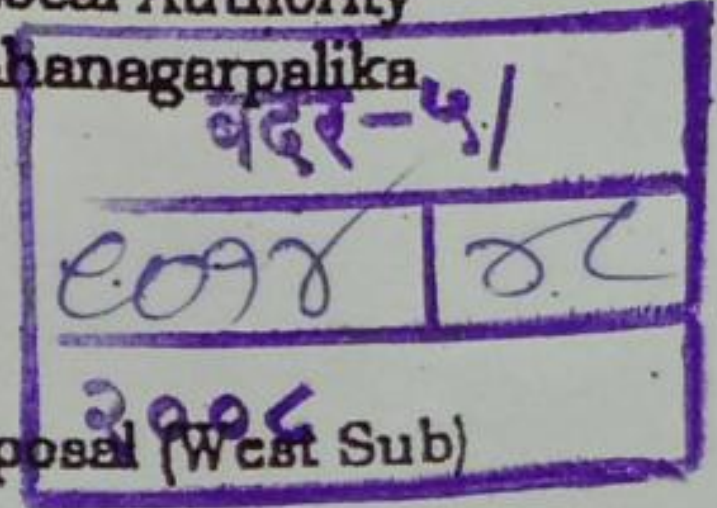
This C.C. is restricted for work up to Stilt slab level.



For and on behalf of Local Authority  
Brihanmumbai Mahanagar Palika

*(Signature)*  
23/7/07

Ex. ~~XXXX~~ XXXX Engineer, Building Proposal (West Sub)  
XXXX 'R' Wards  
FOR



MUNICIPAL COMMISSIONER FOR GREATER MUMBAI



CHE/A 4035/BP(WS)/AR

8) This c.c. is now further extended for stilt + 4 upper floor as per approved plan dtd 15/3/07

17 JAN 2008

*[Signature]*  
7/11/08  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) B-Ward

9) This c.c. is now valid & further extended for entire work i.e. stilt + 5 upper floor level as per approved plan dtd. 15.3.2007

18 MAR 2008

*[Signature]*  
18/3/08  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (W.S.) B-Ward

True Copy

*[Signature]*  
VIVEK S. BARVE  
Architect

30, Shrikrishna Nagar,  
Borivali (E), Mumbai-66.  
Phone:- 8975434



बदर-५/  
2008  
2008





दस्तावेजाचा क्रमांक व वर्ष: 9014/2008

Wednesday, October 15, 2008

3:33:46 PM

दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

पान 03 व

Page 03 of 03

सूची क्र. दोन INDEX NO. II

गावाचे नाव : दहिसर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 2,610,000.00  
बा.भा. रू. 2,216,975.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटीएस क्र.: 1891 वर्णन: विभागाचे नाव - दहिसर ( बोरीवली ), उपविभागाचे नाव - 89/416 - भुभाग: उत्तरेस शीव वल्लभ मार्ग, पुर्वेस राष्ट्रीय उद्यान, दक्षिणेस नदी व पश्चिमेस दुत्तगती मार्ग. सदर मिळकत सि.टी.एस. नंबर - 1891 मध्ये आहे ----- सदनिष्ठा क्र 4, 4 था मजला, श्रीजी अपार्टमेंट, श्रीकृष्ण नगर, बोरीवली पू मुं-66
- (3) क्षेत्रफळ (1) बांधीव मिळकतीचे क्षेत्रफळ 62.45 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे/- श्रीजी डेव्हलपर्सचे भागीदार अशोक बंदीप्रसाद व्यास - ; घर/फ्लॅट नं: जगदरदेव चाळ, रुम नं 4, काजुपाडा, बोरीवली पू मुं-66; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABKFS9414P.  
(2) मे/- श्रीजी डेव्हलपर्सचे भागीदार माधुरी संजय शर्मा - ; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABKFS9414P.  
(3) मे/- श्रीजी डेव्हलपर्सचे भागीदार उषा कैलाश शर्मा - ; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ABKFS9414P.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) नितीन नारायण पवार - ; घर/फ्लॅट नं: शिव पार्वती 19 श्री क्रिष्णा नगर, बोरीवली पू मुं-66; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AALPP0478J.  
(2) माधुरी नितीन पवार - ; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: ANMPP7617B.
- (7) दिनांक करून दिल्याचा 15/10/2008
- (8) नोंदणीचा 15/10/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 9014 /2008
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 113100.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 26100.00
- (12) शेरा



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION  
(A Government of Maharashtra Undertaking)

HEAD OFFICE : "Udyog Sarthi", Mahakali Caves Road,  
Andheri (E), Mumbai - 400 093.  
FORT BRANCH : Orient House, 5th Floor,  
Adi Marjaban Street, Billard Estate, Fort, Mumbai - 38.  
Tel: : 2687 0027/52/54/73 Fax : (022) 2687 1587  
Tele : 2261 6547 Fax : (020) 2261 6548



No. EE/IT/TB/ B 11456 /of 2015.

Date:- 10/04/2015

PART OCCUPANCY CERTIFICATE

To,  
M/s. Pegasus Properties Pvt. Ltd.  
"Kumar Capital" 1<sup>st</sup> Floor,  
2413, East Street, Camp,  
Pune - 411 001.

Sub:- Rajiv Gandhi Infotech Park Ph-III @ Hinjawadi.  
Issue of Part occupancy certificate for Splendor Smart Homes No-15,  
16, 18, 19 & 20 on Plot No. R-1/1, R-1/2, R-1/3 and R-1/4.

- Ref: 1. Your Architect's Letter no. Nil DL 08.04.2015.  
2. Final fire N.O.C. Issued vide letter Nos. MIDC/Fire/ 881  
dt. 04.04.2015.  
3. Plans approval vide letter No.EE/IT/Plans/ B 06969 /of 2014  
dt. 07.04.2015.  
4. DE (I)'s Inspection report dated 09.04.2015.

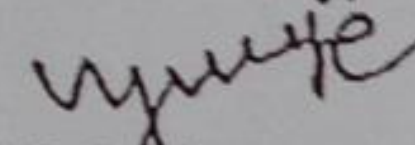
Dear Sir,

This is certify that, the development work of Residential Building, Splendor Smart Homes No-15, 16, 18, 19 & 20 having total built up area 73670.10 sqm on Plot No. R-1/1, R-1/2, R-1/3 and R-1/4. situated at Rajiv Gandhi InfoTech Park, MIDC, Ph-III, Hinjawadi-Maan, Pune is completed under the supervision of Architect Mr. Anil Kulkarni (License No. CA/85/8999).

As requested by architect Shri. Anil Kulkarni vide letter No Nil dt. 08.04.2015 & as per inspection report of DE (I), MIDC, IT Division, Pune dt. 09.04.2015, you are permitted to occupy these buildings named as Splendor Smart Homes No-15 (Wing A1 To A3), Smart Homes No 16 (Wing A4 To A6), Smart Homes No 18 (Wing A10 To A12), Smart Homes No 19 (Wing A13 To A15) & Smart Homes No 20 (Wing A16 To A18) - Ground floor to 14<sup>th</sup> floors having total built up area 73670.10 sqm. This shall not be treated as building completion certificate, please note,

Thanking you,

Yours faithfully,

  
(S.B. Nage)

Executive Engineer &  
Special Planning Authority,  
MIDC, IT. Division,  
Kubera Chambers,  
Shivajinagar, Pune-05.

- Copy fwc's to Shri. Anil M. Kulkarni, Architect, 2, Namaskar Apartments, 1204/13, Deccan Gymkhana, Pune - 411 004.