

DATED THIS.....16th.....DAY OF JAN.....08

Between

M/s. Nina Enterprises

Hari Krupa, Near Aditya Sagar Bldg.,
Behind Ravi Patil Bunglow,
Near Municipal Garden, Hendre Pada,
Badlapur (W), Dist. Thane.

(BUILDERS)

and

Shri./Smt. Siyaram R. Patel

(FLAT PURCHASER)

Agreement for Sale

of

Flat/Shop No. 301 on the 3rd Floor in

Wing 'B' of

Hari-Krupa

ARCHITECT

RAJ & ASSOCIATES

BADLAPUR (W). TEL. 2673366

ADVOCATE

SHAIENDRA D. JALLAWAR

ADVOCATE, HIGH COURT
KALYAN (W). TEL. 2327447



गावाचे नाव : कुळगाव

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत घट्टाकार आकारणी घेतो की घट्टेदार ते नमूद करावे) मोबदला रु. 539,000.00
बा.भा. रु. 552,500.00
- (2) भू-मापन, पोटहिरस्ता व घरक्रमांक (असल्यास) (1) वर्णन: मौजे कुळगाव, स.नं. 50/1 पैकी, प्लॉट नं. 4 ते 7, क्षेत्र 1719.90 चौ. मी. यावरी हरीकृपा, बी विंग, तिसरा मजला, सदनिका क्र. 301, क्षेत्र 550 चौ. फुट बांधीव
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी गल्ली/रस्ता: -; ईमारतीचे नाव: पटेल भुवन; ईमारत नं: -; पेठ/वसाहत: घाटकोपर; न्यायालयाचा हुकुमनामा किंवा आदेश शहर/गाव: मुंबई; तालुका: -; पिन: -; पॅन नम्बर: -
असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी ईमारत नं: -; पेठ/वसाहत: माजली; शहर/गाव: बदलापूर; तालुका: -; पिन: -; पॅन नम्बर न्यायालयाचा हुकुमनामा किंवा आदेश ARQPP9734M..
असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 09/01/2008
- (8) नोंदणीचा 10/01/2008
- (9) अनुक्रमांक, खंड व पृष्ठ 262 /2008
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 15750.00
- (11) बाजारभावाप्रमाणे नोंदणी शुल्क रु 5530.00
- (12) शोरा

सह दुय्यम निबंधक वर्ग-२
उल्हासनगर क्रमांक-२





दस्ता गोपवारा भाग - 2

उप-१२
दस्ता क्रमांक (262/2008)

४०/४०

दस्ता क्र. [उप-१२-262-2008] का गोपवारा
बाजार मुल्य 552500 मोबदला 539000 भरतेले मुद्रांक मुल्य : 15800

दस्ता हजर केल्याचा दिनांक : 10/01/2008 03:13 PM

निष्पादनाचा दिनांक : 08/01/2008

दस्ता हजर करणा-याची सही :

सिमा राम फाले

पावती क्र.: 202 दिनांक 10/01/2008
पावतीचे वर्णन
नाम - - सिवाराम आर बाल

5530 : नोंदणी की
800 : नक्कल (अ. 11(1)), पुढाकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित की

6330: एकूण

डु. निबंधकाची सही, उल्हासनगर 2

दस्ताचा प्रकार : 25) करारनामा
शिकका क्र 1 ची वेळ : (सादरीकरण) 10/01/2008 03:13 PM
शिकका क्र. 2 ची वेळ : (सी) 10/01/2008 03:18 PM
शिकका क्र. 3 ची वेळ : (कमुली) 10/01/2008 03:18 PM
शिकका क्र. 4 ची वेळ : (ओळख) 10/01/2008 03:18 PM

दस्ता नोंद केल्याचा दिनांक : 10/01/2008 03:18 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) -- किसान निबंधकनी , घर/फ्लॅट नं. -

फिरोज विठ्ठलकाशी

पत्ती/रस्ता:-

ईमारतीचे नाव:-

ईमारत नं.:-

पेट/वसाहत:- माजली

शहर/गाव:- बदलापूर

तानुका:-

पिन:-

2) -- सुर्यप्रताप सिंग , घर/फ्लॅट नं. -

पत्ती/रस्ता:-

ईमारतीचे नाव:-

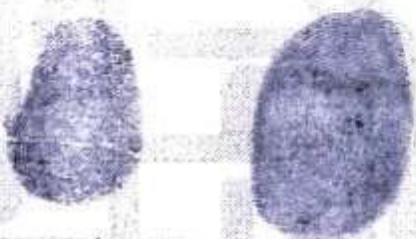
ईमारत नं.:-

पेट/वसाहत:- ईरेज रोड

शहर/गाव:- बदलापूर

तानुका:-

पिन:-



डु. निबंधकाची सही
उल्हासनगर 2



या दस्तास एकूण ४० पाने
पसून त्यांना १ ते ४० पर्यंत
: उमांक दिले आहेत.

उक्त दस्त्यास निबंधक वर्ग-२
उल्हासनगर क्रमांक-२

पुस्तक क्र. 9
दस्ता क्र. २६२ अन्वये नोंदला
दुय्यम निबंधक उल्हासनगर-२



दस्त गोषवारा भाग-1

उपनट

दस्त क्र 262/2008

30/10

10/01/2008

3:18:51 pm

उत्क्रासणपर 2

दस्त क्रमांक : 262/2008

दस्तावा प्रकार : कर्तारनामा

अनु क्र. पसकाराचे नाव व पत्ता

आगळेवाचा ठस

1 नाव ... सिकाराम अर पाल
 पत्ता: घर/फ्लॉट नं. रामपुरे
 मालकीपत्ता: -
 ईमारतीचे नाव -
 ईमारत नं. -
 पेठ/वडावात: मांजरी
 शहर/गाव: बदलापूर
 गावुका: -
 दिन: -
 दिन नंबर: ARQP/0734M.



सिवुन देणार

वय 28

सही

सिकाराम अर पाल

2 नाव ... मै. विना एस्टाटकोसल लॉफे भागीदार श्री.
 हलसुख काशीराम पटेल
 पत्ता: घर/फ्लॉट नं. -
 मालकीपत्ता: -
 ईमारतीचे नाव: पटेल भुवन
 ईमारत नं. -
 पेठ/वडावात: जाटकोपर
 शहर/गाव: मुंबई
 गा.



सिवुन देणार

वय 36

सही

मै. विना

Handwritten signature

सह दुय्यम निबंधक वर्ग-१

उलहासणर क्रमांक-१





PERMANENT ACCOUNT NUMBER
AMKPS0436Q



NAME
SURYA PRATAP RAMBAHADUR
SINGH

FATHER'S NAME
RAMBAHADUR MEDAI SINGH

DATE OF BIRTH
15-12-1959

SIGNATURE

[Handwritten Signature]

आयकर अधिकारी (कंप्यूटर केंद्र)

Commissioner of Income-Tax (Computer Operations)

साक्षीदार
शुभमिताय सिंग
भागरथी कॉम्प्लेक्स
वय - ४५

इस कार्ड के लो / मिल जाने पर कृपया जारी करने वाले
प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त (कंप्यूटर केंद्र),
सी-13, प्रायशुकर भवन,
वांड्रा-कुर्ला कॉम्प्लेक्स,
मुंबई - 400 051.

In case this card is lost/stolen, kindly inform/return to
the issuing authority :
Commissioner of Income-Tax (Computer Operations),
C-13, Prayashukar Bhawan,
Bandra-Kurla Complex,
Mumbai - 400 051.



उ ह जं. नं.	
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धोतर

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SIYARAM RAMKUBER PAL
RAMKUBER RAMSARAN PAL

01/01/1980
Permanent Account Number
AROPP9734M

सियारामपाल
Signature




29062007

सि. नं. 1415



उ. नं.	संख्या
222	80
35	

यस कार्ड को खोना/पतने पर उपरान्त सूचित करें, तभी तक
आयकर का सेवा इकाई, परा एम सी एन
सबसे नजदीक, टाईपिंग टॉवर, कान्हा मिल्स कंपाउंड, एम. बी. मार्ग,
मोठर पार्क, मुंबई-400 013.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S.B. Marg, Lower Parcel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664
email: timinf@nsdl.co.in

2012



PERMANENT ACCOUNT NUMBER
AHLPP6473C



NAME
HASMUKH KANTILAL PATEL

FATHER'S NAME
KANTILAL KARSONDAS PATEL

DATE OF BIRTH
31-01-1972

Handwritten initials

SIGNATURE

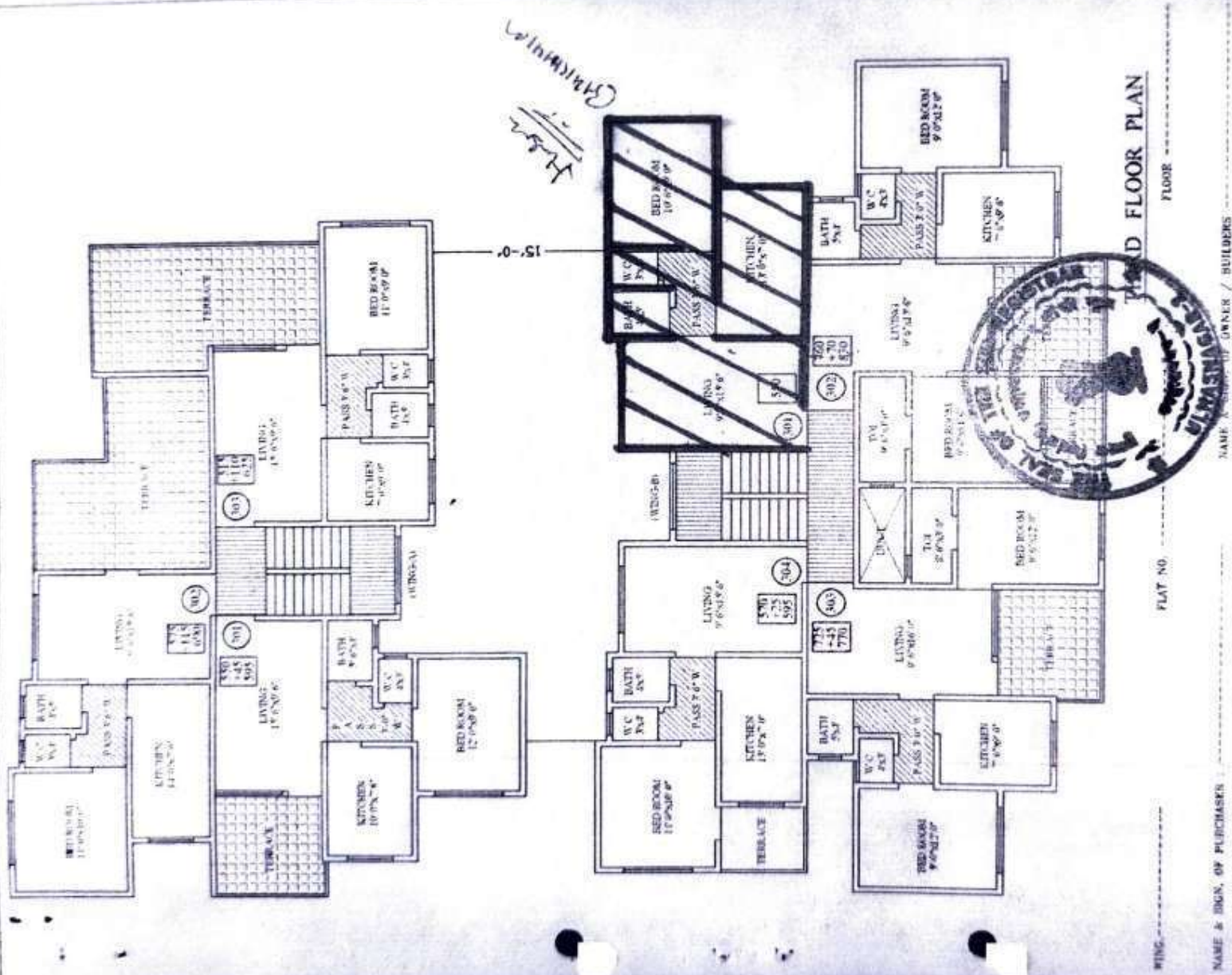
Handwritten signature

OFFICIAL SIGNATURE (Stamp & Seal)
Commissioner of Income-tax/Computer Operators

Handwritten signature



७	४	३	२
२३२	२००८	०४	४०
३५			



BUILDERS & DEVELOPERS	DESCRIPTION	ARCHITECT & ENGINEERS
M/S.NINA ENTERPRISES BADLAPUR	PROPOSED BUILDING ON LAND BEARING S.NO.50/H.NO.11/1, P.NO.1 TO 7, AT VILL- KULGAON TAL - AMBARNATHI, DIST. - THANE.	RAJ & ASSOCIATES, GROUND FLOOR MUMALADH APT. BEHIND VADRALU TALKIES KULGAON BADLAPUR (W) PIN.NO.2073086.

18 अं. २
 232 २००८
 38 80

STAMP OF APPROVAL OF PLAN



ಇಲ್ಲಿಗೆ ಮೂಲ ದಾಖಲೆಗಳನ್ನು ಸಲ್ಲಿಸಿ ಪರಿಶೀಲಿಸಿ ನೋಡಲಾಗಿದೆ. ಅನುಮೋದನೆ ನೀಡಲಾಗಿದೆ.
 The original documents have been submitted here for verification. Approval is granted.

ಇಲ್ಲಿಗೆ ಮೂಲ ದಾಖಲೆಗಳನ್ನು ಸಲ್ಲಿಸಿ ಪರಿಶೀಲಿಸಿ ನೋಡಲಾಗಿದೆ. ಅನುಮೋದನೆ ನೀಡಲಾಗಿದೆ.
 The original documents have been submitted here for verification. Approval is granted.

PROFORMA A	
SQ. FTL.	SQ. YBS.
1. AREA STATEMENT	90. MFR.
2. AREA OF PLOT (AS PER PLAN)	1719.90
3. DIMENSIONS	
A. SET BACK AREA	
B. PAVED AREA	
C. OPEN RESERVATION	
TOTAL (A+B+C)	1719.90
4. NET AREA OF PLOT (1-2)	
A. RECREATION GROUND	
B. INTERNAL ROAD	
C. TOTAL (A+B)	
BALANCE AREA (1-2-C)	1719.90
5. ADDITION FOR F.L.P. PURCHASE	
TOTAL AREA (1-2-C)	1719.90
A. PERMISSIBLE FLOOR AREA	01
B. EXISTING FLOOR AREA	1719.90
C. BALANCE FLOOR AREA	1719.90
D. F.L.P. CONSIDERED (37)	0.01
BALANCE OF F.F.	0.01
6. BALCONY AREA STATEMENT	
A. PERMISSIBLE BALCONY AREA PER FLOOR	
B. PROPOSED BALCONY AREA PER FLOOR	
C. BALANCE BALCONY AREA TOTAL	
7. DIMENSIONAL REQUIREMENTS	
A. NET AREA OF FLOOR ABOVE	1719.90
B. MIN. DIMENSIONS OF NON-RESIDENTIAL AREA (GROUPS, P.H.)	1719.90
C. CASES OF TOLERANCE (A-B)	35 INCS
8. DIMENSIONS PERMISSIBLE AS PER RULES FOR F.L.P.	
9. DIMENSIONS PERMISSIBLE AS PER RULES FOR F.L.P.	
10. PARKING PROVISIONS	
A. PARKING PROVIDED BY RULE	01
B. PARKING PERMISSIBLE	01
C. BALANCE PROVIDED	01
D. TOTAL PARKING PROVIDED	01



PROFORMA B
CERTIFICATE OF AREA
 CERTIFIED THAT THIS PLOT UNDER REFERENCE WAS SURVEYED BY US ON DATE _____ AND THE DIMENSIONS OF SIDES OF PLOTS ARE AS INDICATED ON THE SITE AND AREA MAP ATTACHED TO THIS PLAN. THE TOTAL SURFACE AREA OF THE PLOTS IS _____ SQ. FT. AS SHOWN IN DRAWING ATTACHED.

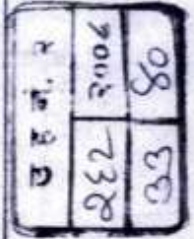
DESCRIPTION
 PROPOSED BUILDING ON LAND BEARING S.NO.50, H.NO.1(P) P.NO.4107
 AT. VILL: KULGAON TAL: AMBARNATH, DIST: THANE.

MR. DINESH G. PATEL
 P.O.A. HOLDER

JOB NO.	SCALE	DRAWING NO.	DRAWN BY	CHECKED BY
137	1:100	ARCH NO.1	DINESH	RAJESH

(MR. S. R. KHAMBAYA)
 CA/2001/27239
RAJ & ASSOCIATES
 ARCHITECT & ENGINEERS

GROUND FLOOR, MANIKALAKSHI APARTMENT,
 88/80 VADVALUR MAIN ROAD, BANGALURU, KARNATAKA
 PIN: 560088



30. The undersigned is at liberty to modify or amend any of the conditions from time to time and the holder shall be liable to abide by them.
31. That the grantee shall pay conversion tax amounting to Rs. 2612.90 (Rs. Two thousand six hundred twelve and paise ninety only) which is equal to three times of N.A.A. within 30 days from the date of issue of this order failing which the N.A. permission shall be liable to be cancelled. Amount of this tax should be paid to the Tahasildar concerned.
- 32(a). If the grantee contravances any of the conditions mentioned in this order and those in the Sanad, the Collector, Thane may, without prejudice to any other penalty to which he may be liable under the provisions of the Code continued the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.
- 32(b). Notwithstanding anything contained in Clause (a) shown it shall be lawful for the Collector of Thane to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within such time as it specified in that behalf by the Collector, Thane and such removal or alteration not being carried out within specific time, he may cause the same to be carried out and recovere the cost of carrying out the same from the grantee as an arrears of Land Revenue.
33. The grant of this permission is subject to the provisions of any other Laws for the time being in force and that may be applied cable to the relevant other facts of the case, the Bombay Tenancy and Agricultural Lands Act, 1948, the Maharashtra Village Panchayat Act, the Municipal Act, etc.

Sd/-
Collector, Thane.



To,
Shri. Ulhas Narayan Muthe and others,
of Kulgason Taluka Ulhasnager (with approved plan)

CERTIFIED COPY -
Copy applied for on 5/1/95 Words
Copy ready on 6/1/95 Copying fee 3/-
Copy with 6/1/95 Surchage 3/-
Copied by 6/1/95 Containing fee 1/-
Compared by H.K. 6/1/95
1508 O.P.

For Collector, Thane
[Signature]



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period is extended from time to time falling within the permission shall be deemed to have been cancelled.

22. That the grantee shall communicate the date of commencement of the N.A. use of the land and/or change in the use to the Tahasildar Ulhasnagar through the Talathidar within one month falling which he shall be liable to be dealt with under Rule 6 of the Maharashtra Land Revenue (Conversion of Use of Land and N.A.A.) Rules, 1969.

23. That the grantee shall pay the N.A. Assessment in respect of the land at the rate of Rs. 00-20-8 per sqr. mtr. from the date of commencement of the N.A. use of the land for the purpose of which the permission is granted. In the event of any change in the use of the land, the N.A. assessment shall be liable to be levied ~~thereon~~ at the different rate irrespectively of the fact that the ~~the~~ guarantee period of N.A. assessment already levied is to be expired.

24. That the grantee shall pay the ~~assessment~~ measurement fee within one month from the date of commencement of N.A. use of the land.

25. That the N.A. Assessment shall be guaranteed for the period ending 31-7-1991 after which it shall be liable for revision at revised rate, if any.

26. That the area and the N.A. assessment mentioned in this order and the Sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

27. That the grantee shall construct substantial building or other structure, if any, in the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by the Collector in his discretion, on payment by the grantee such fine premium as may be imposed as per Government orders.

28. That the grantee shall not make any additions and alterations to the building already constructed as per sanctioned plans without the previous permission of and without getting the plans thereof approved by the Collector.

29. That the grantee shall be bound to execute a Sanad in form as provided in Schedule IV or V appended to the Maharashtra Land Revenue (Conversion of Use of Land and N.A.A.) Rules, 1969, embodying therein all the conditions of this order, within a period of one month from the date of commencement of the N.A. use of the land.

..6



232	2000
39	80

12. The grant of permission shall be subject to the provision of the Code and Rules made thereunder;
13. That the grantee shall use the land together with the building and/or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building for any other purpose without obtaining the previous written permission to that effect from the Collector, for this purpose, the use of a building shall decide the use of the land;
14. That the grantee shall not sub-divide the plot or sub-plots if any approved in this order, without getting the sub-divisions previously approved from the Authority granting this permission;
15. That the grantee shall develop the land strictly in accordance with the sanctioned layout plan within a period of one year from the date of this order by (a) constructing roads, drains etc. to satisfaction of the Collector and the concerned Municipal Authority and (b) by measuring and demarcating the plots by the Survey Department and until the land is so developed, no plot therein shall be disposed of by him in any manner;
16. That if the plot is sold or otherwise disposed of by the grantee it shall be duty of the grantee to sell or otherwise dispose of that plot to the condition mentioned in this order and to make a specific mention about this in the deeds to be executed by him;
17. That this permission is to build a plinth area of _____ Sqr.mtrs. of the plot and the remaining area of _____ Sqr.mtrs. of the plot shall be kept vacant and open to sky;
18. That the grantee shall be bound to obtain the requisite building permission from the Village Panchayat/Municipal Council Corporation Kulgaon before starting the construction of proposed building or other structure if any;
19. That the grantee shall get the building plans approved by the competent authority, where the building control authority and in other cases, he shall prepare the building plans strictly according to the provisions contained in the schedule III appended to the Maharashtra Land Revenue (Conversion of Use of Land and N.A. Assessment) Rules, 1969, and get them approved by the Collector, Thane and construct the building according to the sanctioned plans.
20. That the grantee shall maintain the open marginal distance shown in the enclosed plan;
21. That the grantee shall commence the N.A. use of the land within the period of one year from the date of this order unless



6-A. The grantee/purchaser of a plot will put the plot to N.A. use within one year from the date of purchase after obtaining requisite building permission from the appropriate revenue and local authorities respectively, failing which the sale/purchase permission unless extended will be deemed to have been cancelled.

6-B. No plot shall further be sub-divided or amalgamated without obtaining the prior permission of the Collector of Thane.

7. No building shall be constructed on the plots unless approve of building plan is obtained from the appropriates i.e. both the Revenue Authority and the Local Authority. The Building construction shall be in accordance with the Maharashtra Land Revenue Rules and the Rules framed by the local authority.

8. All the plots in the layout shall be used for Residential/Industrial purpose of which the plot holder shall apply for building permission with the site plans and building plans within a period of one year from the date of this order failing which this permission shall be deemed to have been lapsed.

9. No structure shall be allowed to be constructed on lands shown as open space in the layout. The open space shall be properly developed and maintained by the holder till it is handed over to the appropriate authority for maintenance wherever required to do.

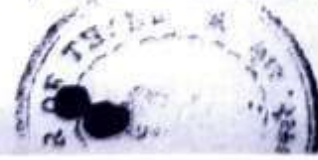
10. The occupant shall make his own cost the arrangement for water supply, electricity and drainage disposal without creating any insanitary conditions in the surrounding area.

11. That no building permission proposal in any of the Sub-plot will be considered unless an authentic measurement plan certified by the District Inspector of Land Records, Thane is produced.

Further in exercise of the powers vested in him under Section 44 of the Maharashtra Land Revenue Code, 1966 and under Section 18 of the Maharashtra Regional Town Planning Act, 1966 the Collector of Thane is pleased to grant Shri. Ulhas Narayan Mutte & others of Kulgaoon Taluka Ulhasnagar non-agricultural permission to use an area admeasuring 4,187-33 Sqr.Mtrs. out of S.No./Cat.No./C.T.S.No./P.P.No.50/1 & 52/8 of Kulgaoon Taluka Ulhasnagar for the non-agricultural purpose of residential use subject to the following conditions :-



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2. All the plots, open spaces, internal roads etc. in the layout shall be demarcated on site through the District Inspector of Land Records, Thane and the area of sub-plots shall also be ascertained from the District Inspector of Land Records, Thane. The width of the road and the area of open space shall be strictly be adhere to.

3. The layout ~~main~~ roads shall be allowed to be used by adjacent holder for the purpose of access if required.

4. No plot shall be disposed of unless the roads in the layout actually constructed on site and handed over to the concerned local authority alongwith open spaces as shown for the public purpose.

5. All the plots shall be disposed of within a period of one year from the date of this order and if the N.A. use of the land is not commenced within this stipulated period any further resale of open prohibited unless with specific prior permission from the undersigned.

5-A. If at the end of one year any plot/plots remained unsold for which period of sale/purchase permission is not extended, this permission will stand cancelled. In such cases the holder of this permission may approach the undersigned for extension of the sale permission for each and every unsold plot.

5-B. In case the above said conditions is not adhered to and resale of an open plot is done without prior permission from the undersigned both the vendor and purchaser will be liable for action under the provisions of Bombay Tenancy and Agricultural Lands, Act, 1948. Consequently the vendor shall be liable to the penalty of the cost of the plot as well as purchaser shall be liable to the penalty of surrender of the plot to Government.

5-C. In case the Urban holding of the purchaser exceed the limit as prescribed in Urban Land (Ceiling and Regulation) Act, 1976, the purchaser shall file necessary return in form 6 of the Act with the Competent Authority under that Act. If the purchaser fails to do so he will be liable for penal action under the Act as well as the purchase of the plot will be declared null and void by the undersigned.

6. The occupant shall give a copy of the approved layout plan & copy of this order to every plot holder without fail at the time of sale or agreement to sale.



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14/2/1984.

- Read:- 1) Application dated 22-10-1982 from Shri./Smt./M/s. Ulhas Narayan Muthe and others of Kulgaoon Taluka Ulhasnagar District Thane.
- 2) Correspondence ending with letter No.NAP/U'Nagar/2753 dated 21/7/1983 from the Assistant Director of Town planning, Thane.
- 3)
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-

O R D E R

In exercise of the powers vested in him under Rule 4 (1) read with para 16 of Part II of Schedule III of M.L.R. (Conversion of Use of Land and N.A.A.) Rules, 1969, the Collector of Thane is pleased to approve the accompanying layout for residential purpose only for the land admeasuring 4187-33 Sqr. Mtrs. ~~xxx~~ in respect of S.No./C.No.50/1 & 52/8 of village Kulgaoon Taluka Ulhasnagar owned by Shri. Ulhas Narayan Muthe & others of Kulgaoon.

As the land is of restricted tenure of the B.T. & A.L. Act, 1948, the occupant has paid Nazarana equal to forty times the assessment of the land under reference to Government amounting to Rs..... (Rs.....only)

vide Receipt No.....dated.....

The layout is approved subject to the provisions of Maharashtra Land Revenue Code and Rules made thereunder and also subject to the provisions of Bombay Tenancy and Agricultural ~~xx~~ Lands Act, 1948 and Rules made thereunder with following conditions:-

- The layout permission and the sale/purchaser permission will be subject to provisions of the Maharashtra Land Revenue Code, 1966, Maharashtra Regional Town Planning Act, 1966, Urban Land Ceiling and Regulation Act, 1975 and Bombay Tenancy and Agricultural Lands Act, 1948 and Rules framed thereunder.



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शैलेन्द्र ड. जल्लावार

बी. कॉम., एल.ए.

अॅडव्होकेट हायकोर्ट

के-३, दुसरा मजला, सुभाषु चौक, शिवाजी पथ,

कल्याण. फोन : २३२७४७७, २३२५५२६

- 2 - SHAILENDRA D. JALLAWAR

B. Com., LL.B.

Advocate High Court

K-3, Second Floor, Sudhanshu Chambers,

Shivaji Path, Kalyan, Tel. : 2327447, 2322526

I have investigated the title of owners Smt. Sonubai Laxman Muthe and others to the above said property and I am of the opinion that and I hereby certify that the title of the owners to the said property is clear, marketable and free from reasonable doubts and encumbrances.

It appears that the necessary Return under section 6(i) of the Urban Land (Ceiling and Regulation) Act, 1976 was filed by the Owners and the Dy. Collector & Competent Authority granted the order bearing No. ULC / ULN / 6(1) / SR - 99 dated 28.04.1982 declaring the said property as retainable land;

It further appears that by and under Development agreement dated 18.11.2003 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 4943 / 2003 and Supplementary Agreement dated 31.12.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 5511 / 2005 made and executed between Smt. Sonubai Laxman Muthe and others as the Owners and M/s. Aditya Developer as the Developers, the aforesaid owners have granted the development rights in respect of the said property to M/s. Aditya Developers and also granted the Power of Attorney to that effect;

It further appears that by and under the Development agreement dated 28.02.2006 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 717 / 2006 made and executed between M/s. Aditya Developers as the Vendor and M/s. Nina Enterprises as the Developers, the said M/s. Aditya Developers have transferred and assigned the development rights in respect of the said property to M/s. Nina Enterprises namely the Promoters and also granted the Power of Attorney to that effect;

It further appears that by and under the said Development Agreement dated 28.02.2006 M/s. Nina Enterprises is well and sufficiently entitled to develop the said property in accordance with the sanctioned plans and permissions and to sell the flats / units therein constructed to any intending purchasers.

I have also gone through the search report taken at the office of Sub-Registrar of Assurances at Ulhasnagar and the same does not reveal any entry, which may fall in the category of encumbrances over the said properties.

(S. D. JALLAWAR)
ADVOCATE



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शैलेन्द्र ड. जल्लावार

डी.एम., कार्यालय

ऑडिटोकेट हायकोर्ट

के-३, सुराग मकान, हुण्डींग रोड, शिवाजी पार्क,
बल्हान, कोल : २२२७४३०, २३२२५२४

SHAILENDRA D. JALLAWAR

B.Com., LL.B.

Advocate High Court

K-3, Second Floor, Sudharanishu Chambers,
Shivaji Park, Kolhapur. Tel. : 2327447, 2322526

Date : 27.06.2006

TO WHOMSOEVER IT MAY CONCERN
TITLE CERTIFICATE

Reg: All those pieces and parcels of non-agricultural land lying, being and situate at village Kulgaon, Tahuka Ambermath, bearing Survey No. 50 Hissa No. 1(part), Plot No. 4, 5, 6 and 7 admeasuring 1719.90 sq. metres within the limits of the Kulgaon Badlapur Municipal Council belonging to Smt. Sonubai Laxman Muthe and others.

Read:

1. Extract of 7/12.
2. Relevant Mutation Entries.
3. Ceiling Order under section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 bearing No. ULC / ULN / 6(1) / SR - 99 dated 28.04.1982.
4. Permission for conversion of the land to non-agricultural use under the Order granted by the Collector, Thane bearing No. REV / DESK-I / T-VII / NAP / SR-541 dated 14.02.1984.
5. Consent decree drawn in Suit No. 1/1986 dated 23.04.1986.
6. Development agreement dated 18.11.2003 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 4943 / 2003 made and executed between Smt. Sonubai Laxman Muthe and others as the Owners and M/s. Aditya Developer as the Developers.
7. Supplementary Agreement dated 31.12.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 5511 / 2005 made and executed between Smt. Sonubai Laxman Muthe and others as the Owners and M/s. Aditya Developer as the Developers.
8. Building Permission granted by the Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. KBNP / NRV / BP / 66 / 15 dated 12.04.2001 and further revised Building Permisson granted by the Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. KBNP / NRV / BP / 1149-185 dated 14.02.2006.
9. Development agreement dated 28.02.2006 registered at the office of Sub-Registrar of Assurances at Ulhasnagar-2 under serial No. 717 / 2006 made and executed between M/s. Aditya Developers as the Vendor and M/s. Nina Enterprises as the Developers.
10. Search Report.



११) बांधकाम पूर्णताचा दाखला वापर परवानगी घेतल्यानंतरच इमारतीचा वापर करू नये. त्यासाठी आधीच नगर प्रमाले बांधकाम पूर्ण झाले आहे त्याचा नक्शा वास्तुशिल्पकार व स्थारण विभागात बांध्या स्थित गुणवत्ताहील दाखल्यावर (३ प्रतिता) एका आवकपत्र काढून घ्यावू लागू लागला.

- १२) बांधकाम चालू करण्यापूर्वी नगर प्रमाणन अधिकारी / भूमी अधिलेख खात्याकडून जोखी आडणी करून घेतला जावी.
- १३) नगरपालिका दाखविलेल्या शाब्दात्म्या संदर्भातच व निवोडनमध्ये पूर्वपरवानगी मिळाले नसून नसू नये.
- १४) नवीन इमारतीत मंथूर नकाशे प्रमाणे सेटोक टँक विहीरीपासून कमीत कमी ५० फुट अंतरावर असणे आवश्यक आहे.
- १५) खोदण्याचे व बांधण्याचे बाणी नगरपालिकेच्या परवानगी नसल्यासच नसावे. अतिशय बांध्या परती प्रमाणे सोडावे लागेल.
- १६) खोदण्याच्या बाबतीत आठोथ खाणाचे इयामापर असल्याशिवाय वापर परवाना देण्यात येणार नाही.
- १७) बांधकाम मॅटेरियल रस्त्यावर टाकण्याचे झाल्यास नगरपालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक उहील व त्या करिबा निवडण्याबाबत तय्यारी तबकभ (दंड शात्यास त्या एकमेसाहित) भरावी लागेल.
- १८) बांधकामाच्या वेळी निकपयोगी घाल (मॅटेरियल) नगरपालिका सांगिले त्या विकानी स्वखर्चिने वापून टाकला पाहिजे.
- १९) बांधकामाच्या संपोवतीली सोडलेल्या खुल्या जागेत कमीत कमी १ मराठोक २. गुलमोहर ३. चिच ४. निलगिरी ५. सरडे पैकी एकूण दहा झाडे लावून त्याची जोपासना केली पाहिजे तसेच सद्या अस्तित्वात असलेली झाडे तोडण्यापूर्वी परवानगी घेणे बांधकामात आहे.

१९) नक्शागत दाखविल्याप्रमाणे बांधकामाच्या फक्त उद्दणेशाठी / बांधकाम/सैमीकीक/ औद्योगिक/उद्योग करणा.

२०) नगरात जमिन क्रमांक मर्याद अधिनियम १९७६ मधील तरतुदी प्रमाणे जाग बांधीत होत असल्यास त्याची सर्वेची जबाबदारी आखेवर राहिले.

२१) जमिनी किंवा जोखेवकडून अतिदाब विस्तृतवाहिनो जात असल्यास बांधकाम करण्यापूर्वी संबंधित खात्याकडून ना हरकत दाखला घेतला पाहिजे.

२२) जाग महामार्ग किंवा रेल्वे मार्गास समुच्च लागून किंवा खळ असल्यास संबंधित खात्याकडून बांधकाम करण्यापूर्वी ना हरकत दाखला घेतला पाहिजे.

२३) बांधकामाकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे उहील. बांधकाम परवानगी मिळाले नसून प्रमाणे दिली असल्यास त्या रस्त्याचे काम नगरपालिकेच्या सोयी प्रमाणे व प्रभावाने प्रमाणे केले जाईल. व.तसा रस्ता होई पायेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वेची आपली उहील.

२४) जागत करू घडेकरू असल्यास त्याच्या बाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची उहील व मालक बांधकाम यानुष्ये कडील बाट असल्यास किंवा निर्माण झाल्यास त्याचे निकारण मालकाने करणे आवश्यक राहिले व त्या बाबतीत नगरपालिका जबाबदार राहणार नाही.

२५) खट जमिनी बांधकामात नैसर्गिक निचरा होत असल्यास तो इकडील परवानगी शिवाय वळवू अथवा बंद करू नये.

२६) खट प्रकरणी दुकीची संपूर्ण माहिती दिली असल्यास सदा बांधकाम परवानगी रद्द करण्यात येईल.

२७) खट जागेत विहीर असल्यास ती इकडील परवानगी शिवाय खुळवू नये.

२८) बांधकाम पूर्ण झाल्यावर पिण्याचे पाण्याचे कनेक्शन मिळवण्याकरिता नगरपालिकेवर जबाबदारी राहणार नाही किंवा पिण्याच्या पाण्यासाठी पालिका इन्वो वेणार नाही.

२९) खट जागेत बांधकाम करण्याबाबतच पूर्वीचा परवाना असेल तर ती या खटो रद्द झाला असे समजण्यात यावे.

३०) गटागणे व शब्दाच्या पाण्याच्या निचरा होणेकरिता पालिकेच्या गटागत व जोडण्यासाठी पक्क्या स्वरूपाची गटारे बांधकाम करावे. गटाराचे व पाण्याच्या पाण्यासाठी व पिण्याच्या पाण्यासाठी नळचे कनेक्शन मिळणार नाही त्यासाठी जोखेवलेचे काम करावे. व पिण्याच्या पाण्याचे नविन कनेक्शन महापट्ट शाणी पुढला खात्याकडून घेणेस हरकत नाही.

३१) खोदण्यासाठी व पिण्याच्या पाण्यासाठी नळचे कनेक्शन मिळणार नाही त्यासाठी जोखेवलेचे काम करावे. व पिण्याच्या पाण्याचे नविन कनेक्शन महापट्ट शाणी पुढला खात्याकडून घेणेस हरकत नाही.

३२) खोदण्यासाठी रस्ता पक्का स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.

३३) महापट्ट राज्य विद्युत मंडळाकडून विजेचे कनेक्शन घेणेसाठी कु.व.न.पा ची हरकत नाही. बांधकाम परवानगी मिळवून घ्यावे.

३४) बांधकाम सुरु करणेपूर्वी बांधकामाबाबत तरतुदीला फलक लावण्यास यावा.

३५) सुधारित विकास अधिभाषा जी शासन ठरविले त्या दृष्टीने भरल्यानंतरच वापर परवानगी दिली जाईल.

३६) इमारती मुधील ओटला बंदीस केल्यास दशाधिक कारवाई करण्यात येईल.

३७) खोदण्याच्या बाबतीत नगर प्रमाले नगर परिषदेस रस्ता रुंदीकरण करिता आवश्यक झाल्यास इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी नगरपालिकेच्या बांधकाम खात्याकडून घेणेस हरकत नाही.

३८) खोदण्याच्या बाबतीत नगर प्रमाले नगर परिषदेस रस्ता रुंदीकरण करिता आवश्यक झाल्यास इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी नगरपालिकेच्या बांधकाम खात्याकडून घेणेस हरकत नाही.

३९) खोदण्याच्या बाबतीत नगर प्रमाले नगर परिषदेस रस्ता रुंदीकरण करिता आवश्यक झाल्यास इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी नगरपालिकेच्या बांधकाम खात्याकडून घेणेस हरकत नाही.

४०) खोदण्याच्या बाबतीत नगर प्रमाले नगर परिषदेस रस्ता रुंदीकरण करिता आवश्यक झाल्यास इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी नगरपालिकेच्या बांधकाम खात्याकडून घेणेस हरकत नाही.



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 सहाय्यक नगर रवानाकार
 कुळगांव - बदलापूर नगरपरिषद
 कुळगांव


 सहाय्यक नगर रवानाकार
 कुळगांव - बदलापूर नगरपरिषद
 कुळगांव

कुळगांव-बदलापुर नगरपरिषद, कुळगांव (पूर्व) ४२१५०३



आ.क्र.सु-बनए/नवि/ बा.३/११४९-१८५
कुळगांव-बदलापुर नगरपरिषद, कुळगांव

दिनांक १४/०२/७६

श्री/श्रीमती आशोक गुरुगांचे कु.गु.प.चा. श्री. जे.दिनेश पेट्ट
व अनन्त क्षाम. सौ. एल.आर. रंजकाश,

वासुशिल्पकार, कुळगांव

विषय : स.नं / ५० सिस.नं - दिन

प्लॉट नं. ४ ते ७ मोठे कुळगांव येथे बांधकाम करण्याच्या मंजूरी प्राप्त.
संदर्भ : आपला दि. ११/०५ चा डिवाय् सल्लाग मागणीकरीत मामा
श्री. सौ. एल.आर. रंजकाश, वासुशिल्पकार, बदलापुर

वासुशिल्पकार यांचे मार्फत सादर केलेला अर्ज.

महागृह प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये.

सि.नं स.नं ५० दिन १ ३७९०.००
प्लॉट नं ४ ते ७ मोठे कुळगांव मध्ये

चौ. मि. वृळडाच्या विकास करवयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वये
बांधकाम करण्यासाठी केलेल्या दि. २३/११/०५ च्या अर्जास अनुसरून पुढील शर्तीस अधिन गढून तुमच्या मालकीच्या
जागेत हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे बॅम्बू / स्टीट , तळमजला पहिला मंजला व दुसरा मजला, तिसरा
मजला, चौथा मजला खाणेसाठी दुकाने/ ऑफीस/ दवाखाना/ डॉस्मीटल/ शाळेसाठी / गुरुजी मॅट फिटीच्या इमारतीच्या
बांधकामा दाबत बांधकाम परवाना / प्रारंभ प्रमाणपत्र देण्यात येत आहे.



अटी

- १) ही बांधकाम परवानगी दिल्याचे ताबोबासून एक वर्ष पर्यंत वैध असेल नंतर पुढील वर्षे साठी परवानगी नवीनीकरण करून घेणे
आधी करणे आवश्यक राहिल. अशा प्रकारचे नुतनीकरण फक्त तीन वर्ष करता येईल. वी मुदती बांधकाम पूर्ण केलो उपर्युक्त
आहे. नुतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांची व विवेकीत किती पाळण्याच्या
अनुषंगाने छाननी करण्यत येईल.
- २) नकारात दिरवा रथाने केलेल्या दुरुत्वा आपल्यावर बंधनकारक राहतील.
- ३) वे. विव्दाधिकारी ठाणे, यांजकदून बांधकाम चालू करवयाचे अगोदर पिनरोती परवानगी घेयाची जबाबदारी तुमच्यावर राहिल.
व पिनरोतीच्या परवानगीची एक सत्य प्रत काम सुरू करवयाचे पंधर (१५) दिवस अगोदर नगरपालिकेकडे पाठवणे आवश्यक
राहिल.
- ४) बांधकाम चालू करण्यापूर्वी (५) दिवस आधी पालिका कार्यालयास लेखी कळविण्यात यावे.
५) ही परवानगी आपल्या मालकाच्या कबजातील जमिनी व्यतिरिक्त जमिनीवर बांधकाम अगर विकास करण्यास
इत्क देत राही.
- ६) बांधकाम या सोबतच्या मंजूर केलेल्या नकारा प्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल.
- ७) जोत्या पर्यंत बांधकाम झाल्यानंतर वास्तुशिल्पकारांचे मंजूर नकाराप्रमाणे बांधकाम केलेबाबतचे प्रमाणपत्र नगरपालिकेस सादर
करण्यात यावे व त्या नतव जोत्यावरील बांधकाम करावे.
- ८) प्लॉटचे इट्टीत इमारती सोबती मोठ्या सोडावयाच्या जागेत बदल करू नये. व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू
नये.
- ९) बांधकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केलेवावे आढळून आल्यास सदरची बांधकाम
परवानगी रद्द शाली असे समजण्यात येईल.
- १०) इमारतीच्या बांधकामच्या सुखितेची (स्ट्रक्चरल सेटी) जबाबदारी सर्वस्वी आपल्या वास्तु शिल्पकार व स्थापत्य विभागाद
यांचेवर राहिल.

पाठवणे आवश्यक
२६२ २००८
२३ ४०

गांव नमुना सात (अधिकार अधिलेख पत्रक)

गांव : कुळगांव तालुका अंबरनाथ जिल्हा ठाणे

भूपापन क्रमांक	भूपापन क्रमांकाचा अर्थविभाग	भूपापना पद्धती	भोगवटारत्याचे नांव
50-9पे.	N.A.	N.A.	खाले क्रमांक 9521
सोलाचे स्थानिक नाव	खे.नं. 8, 5, 6, 7		कुळाचे नांव
लागवडीचे क्षेत्र	हेक्टर	आर	ज्ञान अधिकार
वै.मी.	0.96.0	शाी	रिमा आणि भूपापन चिन्हे
9692.00			
9692.00			
एकूण	0.96.0		
पोट खणव लागवडी सोपव नसलेले			
वर्ग (अ)			
वर्ग (ब)			
एकूण			
आकारणी	रुपये		
दुटी किंवा विशेष आकारणी	5-92		

गांव नमुना बारा (पिकांची नोंदवही)

वर्ष	हंगम	पिकाखालील क्षेत्राचा तपशिल			लागवडीसाठी उपलब्ध नसलेली उर्वरान	शेरा	संगणकीय क्षेत्र	संगणकीय क्षेत्र	संगणकीय क्षेत्र	संगणकीय क्षेत्र	संगणकीय क्षेत्र					
		निम्न पिकाखालील क्षेत्र	घटक पिक व प्रत्येका खालील क्षेत्र	निर्मूल पिका खालील क्षेत्र												
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
2003																
2004																

असल व हुकुम खरी नकल दिली असे, तारीख 31/12/2005 तलाठी

(Signature)
तलाठी कुळगांव



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	Light Point	Fan Point	Plug Point	Domestic Point
a) Living Room	2	1	1	-
b) Bed Room	2	1	1	-
c) Kitchen	1	1	1	1
d) Bath	1	-	-	1
e) W.C.	1	-	-	-
f) Balcony	1	-	-	-
g) Passage	1	-	-	-
h) One bell shall be provided in all flats.				

2. Staircase shall be provided with bulk-head type fittings at each floor landing with extra electricity metre for staircase.
3. Piano type switches and plug shall be provided with proper earthing.

(D) PAINTING AND FINISHING :

1. All doors shall be painted with oil paints.
2. Main door shall be french polished from outside.
3. All rooms shall have white wash to all walls and ceiling.
4. Building shall be painted externally with cement paint.

(E) GENERAL :

1. Easily accessible property finished and well lighted ground and ventilated staircase.
2. Main door shall have Fancy Handle, Safety Chain.
3. All flats shall be provided with wash basin and shower of Rose type in all bathrooms.
4. Building shall be provided with adequate wall compound with M.S. Gate.
5. Building shall have 1 (one) metre concrete paving on all sides with level surface.
6. Four corner tube lights shall be provided to the building.
7. Underground water tank with pump and pump house.
8. M. S. E. B. insists to fix transformer for installation of Electric supply each member shall have to pay to the promoter his share in the price of transformer to the promoter.



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ANNEXURE

AMENITIES

(SECOND SCHEDULE ABOVE REFERRED TO)

(A) STRUCTURE :

1. The structure shall be R.C.C. frame structure with brick masonry panel walls.
2. External wall shall be sand-faced cement plastered and internal wall shall be cement plastered with neeru finished.
3. All main doors shall have sal-wood frame and shutter shall be of flush-door type. All Bedroom shall have Cadappa Frame and shutter shall be of flush floor type. All W.C. and bathroom shall have cadappa frame and Aluminium door.
4. Main door shall sarmika from outside and oil paint from inside.
5. All window shall be of Aluminium sliding window.
6. Terrace slab shall be finished with I.P.S. with water proofing treatment. Parapet wall shall be 6' constructed in Brick work.
7. All floors of the room shall be finished with grey cement mosaic tiles and polished with scurfing of 5'
8. W.C. flooring shall be of white glazed tiles with 1.5-0' high dado.
9. Bathroom flooring shall be of Ceramic Tiles and 3' colour glazed tiles.
10. Raised cooking platform shall be Black Cuddappa stone with stippled finish in same and shall have white glazed tiles dado upto 1.5' height.
11. One loft shall be provided in Kitchen only.
12. Main door shall have cudappa cill.



(B) SANITATION AND PLUBING :

1. All flat shall have drainage system as per standard rules, and soak-pit provision.
2. Each flat shall be provided with one tap connection in kitchen, bath, W. C. with sufficient capacity of over head water tank supply.
3. Each W. C. shall be provided with Indian type W. C.

(C) ELECTRICAL INSTALLATION :

1. Each flat shall have light point as follow with open type wiring system.

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॥ Shree Umriya Mata Namaha ॥

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED by the
withinnamed "the PROMOTER"
M/s. **Nina Enterprises**
by its Partner,

Hirshankh K. Patel

Hirshankh

SIGNED & DELIVERED by the
withinnamed "the FLAT PURCHASER"

Shri./Smt. Surya Prasad R. Singh

Surya Prasad

in the presence of....

For 21st August

1. Kishan F.S. Vishwakarma
2. SURAYA PRASAD R. SINGH



RECEIPT

Received of and from the Flat Purchaser abovenamed the sum of

Rs. 25000/- (Rupees Twenty Five Thousand only) by Cash/Cheque No. 000904

dated 9/9/07 drawn on Dombivli nagari Sahakar bank, Bombay Branch being the earnest money/part payment payable by the Flat Purchaser to me as withinmentioned.

Rs. 25000/-
I Say Received
For M/s. **Nina Enterprises**

WITNESSES:

1. Kishan F.S. Vishwakarma
2. Surya Prasad R. Singh

Hirshankh

Partners

GIRISHANKH (18)

₹ २५,०००/-
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SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of non agricultural land lying, being and situate at Village, Kulgaon, Tal. Ambernath, bearing Srvey No. 50 Hissa No. 1 (part) Plot No. 4,5,6 and 7 admeasuring 1719.90 sq. metres within the limits of the Kulgaon, Badlapur Municipal Council and bounded as follows :

- On or towards East : Survey No. 50 Hissa No. 3 (part)
- On or towards West : 20 ft. layout Road
- On or towards South : Garden/open land of layout
- On or towards North : 20 ft. layout Road.

Together with all easement rights etc.,

Rajinder
Hingor



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objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

53. THE Purchaser may with prior permission in writing provide at his/her own costs, charges expenses and risk extra amenities to the premises.

However, to grant or not grant the permission shall be at the sole discretion of the Promoters. The Purchasers shall not carry out any internal or external charges, alterations or additions to the said premises until after the Purchaser has paid all the monies payable by him or her to the Promoters either towards the consideration otherwise and only after the Purchasers shall have obtained a prior written permission of the Promoters in writing subject to the same having been approved by the Kulgaon, Badlapur Municipal Council. Provided further that such additions, alterations or provisions for extra amenities shall be carried out by the approved workmen, contractors of the Promoters and not through any contractors or workmen not approved by the Promoters.

54. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters to admit the execution of the same.

55. THE stilt, Society office and garage if any, shall always be the property of the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her. It is clearly brought to the notice of the purchaser that the open spaces abutting and adjoining the ground floor flat will be exclusively allotted to the ground flat purchaser only and the purchaser herein along with the other purchasers will not raise any objection or hindrance for such grant of open and garden space to the flat purchaser on the ground floor.

56. THE name of the Building be constructed by the Promoter, "Hari Krupa" and shall not be changed without the written consent of the Promoters.

57. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,

58. This present agreement is executed in accordance with the provisions of Maharashtra Flat Ownership Act, 1963 and Rules framed thereunder.



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any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.

49. IF the Purchaser intends to cancel this agreement with having good and reasonable grounds, he/she shall give written application to the Promoters and on cancellation of the agreement he/she shall give six months period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

The Promoters shall forfeit the 20% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

50. IF the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled to re-enter and resume possession of the said flat/shop/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately elected as tress-passer but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.



51. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters/Builders of all the persons in the said building, the power and authority of the society, or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters/Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

52. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, commercial establishment and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any

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intending purchaser/s and that he has received the money from the said intending purchaser of the said premises.

45. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- a) To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - b) To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed/assigned/leased.
 - c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - d) To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.
 - e) To decide from time to time when and what sort of document of transfer should be executed.
 - f) To grant access / right of way to the adjacent plot holders or society from and through the property.
 - g) To provide 'A', 'B' & 'C' wing society common underground water tank as well as septic tank as per the feasibility thereof.

46. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant shall not enclose or cover the said terrace/garden without the written permission of the Buyers and the society or such body formed, as the case may be. Municipal Corporation and other concern authorities.

47. IT is specifically declared that the if the Promoter provides facility of bore well then the Promoter shall have the absolute authority to grant the water connection/supply to any adjoining buildings/societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of borewell water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.

48. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or



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40. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or other wise wither as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchaser of teh building on demand at any time.
41. THE Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats/ shops/ other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he/she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the purchasers without there being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.
42. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/shops/units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats/shops/units to any prospective buyers and then such prospective buyers will become the member of the society.
43. THAT the Purchaser shall at no time demand payment of the interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that the interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartiable and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.
44. IN case for any reason whatsoever if the Purchaser would terminate this agreement he/she shall be entitled to a refund of sale price already paid by him/under this agreement. But he/she shall not be entitled to any interest on the sale price paid by him/her to the Promoters herein.
- Further it is hereby specifically agreed between the parties that the Promoters shall be liable to refund the said price only after they would get the fresh booking for the said premises from another



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irrevocable right to put up additional construction and storeys and/or consume the balance floor space index and/or additional floor space index of any other property in any other manner whatsoever and the Society and/or the Purchaser/s shall not be entitled to claim any share right, title or interest in any such additional FSI as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoters in any manner they choose. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/ their premises on account of the construction of any other structures and/or the changes, alterations and additions made in the Building or structures and/or right of way, if any, granted by the Promoters.

38. THE Promoters or the person nominated by the promoters or the person on whom the rights and benefits are conferred shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the Kulgaon Badlapur Municipal Council and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Promoters or their nominees or assigns, as the case may be, who shall be entitled to dispose off the same in any way they choose and the Purchaser hereby consent/s to the same. The terrace of the Building till the same is allotted to any Purchaser/s and agreed to be sold as well as the parapet wall shall be the property of the Promoters or their nominees or assigns and the Promoters their nominees or assigns shall also be entitled to display advertisement in or over the walls and the same shall be the property of the Promoters.



The Promoters or their nominees or assignees shall also be entitled to display advertisement on or over the wall of terrace as well as any portion of the said building including the compound thereon and on the walls of such compound and shall be exclusively entitled to the income that may be derived by such advertisement at any time hereafter. The agreement with the Purchaser/s and all other premises in the said building shall be subject to the aforesaid rights of the Promoters or their nominees or assigns who shall be entitled to use the said terrace as well as the said property and other Purchaser/s shall not be entitled to any abatement in the price of the premises agreed to be acquired and the Promoters or their nominees or assignees shall be deemed to be the owners of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said building is transferred as aforesaid and the body of Purchasers shall admit the Promoters or their nominees or assignees as its members in respect of such unsold premises and the Purchaser/s and the society shall admit such Purchaser/s as members as per the directions of the Promoters as and when the said premises and/or one or more of them are agreed to be sold by the Promoters.

39. TILL a conveyance of the said land and building is executed the Purchaser shall permit the Promoters and his surveyors, agents with or without workmen and other at all reasonable times to enter into and upon the said lands and building or any part thereof to view and examine the state and condition thereof.

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the said still area of the building and further shall have the right to sell the same to any prospective purchaser.

b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee/transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

35. THE Purchaser shall not claim any deduction in the cost of his/her flat on account of deletion of any item of construction as per his/ her requirements, of the Purchaser in his/her flat.

36. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.

37. THE Promoters shall have the right to make additional and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of the property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters shall be entitled to use any additional FSI or carry out and complete additional construction that may be permitted by the Kulgaon Badliapur Municipal Council or any other Local body or concerned authority on the terrace and/or the said land or any part thereof for any reason whatsoever including FSI in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoters who will be entitled to dispose of it in any way they choose and the Purchaser/s hereby irrevocably consent to the same and the Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or make claims for compensations or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the building/s being put up and/or at any time further construction on the said plots of land is allowed the Promoters shall always have



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time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

30. ALL costs, charges and expenses, penalties, Sales-Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such Co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoter a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats/shops/ units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the Co-operative housing Society/ Condominium of apartments.

31. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his/her/their address as specified hereinabove.

32. THE Purchaser shall permit the Promoters and his/her Surveyors, agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.

33. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.

34. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he/she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose



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agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B. charges and penalties leviable by the Kulgaon, Badlapur Municipal Council in connection with the enclosing of balconies or otlas.

24. THE development and/or betterment charges or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the purchaser along with all the Purchaser of flats in the building in proportion to the floor area of their respective premises.

25. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safeguarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

26. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoters until the said land and the said building is transferred to the Co-operative Society as herein before mentioned.

27. THE Purchaser shall not let, sub-let, transfer, assign or part with his/her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.

28. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.

29. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of



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are rejected by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause.

19. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

20. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises and shall keep the partition walls, sewer, drains, pipes in the said premises an appurtenances thereto in good tenantiable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions to the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alteration or additions should not affect the flat/shop/premises agreed to be purchased by the Purchaser.

21. THE Purchaser shall not do or permit or be done any act which render void or voidable any insurance of the said property or building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

22. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.

23. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also



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14. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as open land tax for the period from the date of building commencement certificate till the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said land and building. Until the society is formed and the said land and building is transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs. _____ per month towards the outgoings from the date of notice as aforesaid. The amount is paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions therefrom for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.
15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.
16. THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or



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by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated. It is agreed that for want of cement, steel and other building materials for any other reason or reasons which are beyond the control of the Promoters and that in the event of handing over the possession of the said flat is delayed, the Purchaser shall not be entitled to hold the Promoters responsible and/or liable in that behalf and the Promoters shall be entitled to reasonable extension of time for giving delivery of the flat to the purchaser.

10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

11. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted by the Promoters only as per the prevailing rules, regulations, and bylaws of the concerned authorities.

12. Purchaser along with the other Purchasers of the Flats/Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he/she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the Co-operative society including the bye laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by Promoters to the Purchaser. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

13. ON the completion of all the buildings (with its all wings) above on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises of the said building, the promoters shall co-operate with the Purchasers in forming and registering or incorporating 'a' society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement.



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4. The Promoter hereby declares that the floor space have utilised the floor space index as mentioned in the approved plan and the no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever and in case any part of the said floor space index is utilised elsewhere then the Promoters shall furnish to the Purchasers all the particulars in respect of such utilisation of the said floor space index by the Promoters. In case, while developing the said land the Promoters have utilised any floor space index of any other land or property by floating floor space index, then the particulars of such space index shall be disclosed by the Promoters to the Purchasers, the residual F.A.R. (F.S.I.) in the land or the layout not consumed will be available to the Promoters or their nominees or assignees only.
5. THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.
6. THE Purchaser agrees to pay to the Promoters interest @ 21% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of the agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment on due date any amount due and payable by the Purchaser to the Promoters under this agreement, (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) and if the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement.
8. THE Promoters shall have the first lien and charge on the said flat/ premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.
8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the ANNEXURE "D" annexed hereto.
9. THE Promoters shall give possession of the said premises to the Purchaser or his/her nominee or nominees on or before _____ If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees



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2. THE purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the flat / shop / unit No. 501 on 3rd floor in Building No. — wing No. B, admeasuring 550 sq.ft. (built up/carpet) equal to 51.11 sq. mtr. (built up/carpet) along with — sq. ft. equal to — sq. mtr. open terrace/porch in the building known as "Hari-Krupa" (which is inclusive of the area of Balconies) and as shown on the floor plan thereof hereto annexed and marked as Annexure "C" hereinafter referred to as "THE SAID PREMISES" for the price/consideration of Rs. 5,39,000/- (Rupees FIVE Lakh Thirty nine thousand only)

The Purchaser agrees to pay the above consideration in the following manner:

- (a) 30 % at the time of execution of this agreement.
- (b) 20 % to be paid on Casting of 1st slab
- (c) 10 % to be paid on Casting of 2nd slab
- (d) 10 % to be paid on Casting of 3rd slab
- (e) 10 % to be paid on Casting of 4th slab
- (f) 10 % to be paid on Complet of brick work
- (g) 05 % to be paid on Complet of plaster work
- (h) 05 % to be paid within seven days from the date of receipt of intimation that the said premises is ready for use and occupation.

THE Purchaser agrees and assures to pay the following amounts on demand and / or prior taking teh possession of the said flat/ shop / unit



- (a) Rs. 1500/- towards charges.
- (b) Rs. 350/- towards entrance fees and share capital
- (c) Rs. 3000/- towards society formation charges.
- (d) Rs. 10,000/- towards M.S.E.B. meter and water connection charges.
- (e) Rs. 3150/- other charges
- (f) Requisite service charges as may be levied by the State Government and / or any other authorities in respect of the said flat.

It is hereby expressly agreed that the time for payment of each of the aforesaid instalment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent under certificate of posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters/Builders.

3. The Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations 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 the possession of the premises to the Purchaser obtain from the concerned local authority Completion as well as Occupation Certificate in respect of the said premises or the said building.



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AND WHEREAS the Purchaser to the sanctioned plans and permissions the Promoters have commenced the construction work of the proposed building on said property.

AND WHEREAS the Promoters has appointed Architect registered with the Council of Architects, and the Promoters have appointed a structural engineer for preparation of the structural design and drawing of the building and the Promoters accepts the professional supervision of the Architect and the structural engineers till the completion of the building.

AND WHEREAS the Promoters proposes to construct on the said property a new multi-storeyed building as per the sanctioned plans and permissions.

AND WHEREAS the purchaser has demanded from the Promoters and the Promoters have given the inspection of all the documents of title relating to the said land to the purchaser and the plans, designs, specifications prepared by the Promoters Architect and of such other documents as are specified under the Maharashtra Ownership Flats Regulation of Promotion of Construction, Sale, Management and Transfer) Act. 1963 (hereinafter referred as "the said Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the advocate of the Promoters to the said property and copies of property register card the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto and made as Annexure "A", "B", "C", & "D" respectively.

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said Plans")

AND WHEREAS the Promoters have made a full and true disclosure of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser the inspection of the plans and specification of the said proposed building.

AND WHEREAS the Purchaser has been the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat/Shop/Other Unit at the price and on the terms and conditions herein after appearing.

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

1. THE Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the Badlapur municipal Council to be made in them or any of them for which the Purchaser hereby gives consent.



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Shri/Smt. Siyaram R. Pat

aged about 25 years., Occupation Business

residing at H. Pail Chawl, minjari guard, mubnand nagar Badliul Col

hereinafter called and referred to as "the PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her their heirs, executors, administrators and assigns) the party of the Second Part:

WHEREAS Smt. Sonubai Laxman Muthe and other are the owners of the all those pieces and parcels of non- agricultural land lying, being and situate at village Kulgaon, Taluka Ambemath, bearing Survey No. 50, Hissa No. 1 (Part), Plot No. 4,5,6 and 7 admeasuring 1719.90 sq. metres within the limits of Kulgaon Badlapur Municipal Council, hereinafter for the sake of brevity called and referred to as the "said Property";

AND WHEREAS the said property is converted to non-agricultural use under the order granted by the Collector, Thane bearing No. REV / DESK - I / T -VII / NAP / SR - 541 dated 14.02.1984 and plans are also are sanctioned from the Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. KBNP/NRV/BP/66/15 dated 12.04.2001

AND WHEREAS by and under a Development agreement dated 18.11.2003 registered at the office of Sub- Registrar of assurances at Ulhasnagar - 2 under serial No. 4943 / 2003 and Supplementary Agreement dated 31.12.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar - 2 under serial No. 5511/2005, the said Owners granted the development rights in respect of the said property to M/s. Aditya Developers, a partnership firm at and for the price / consideration and on the terms and conditions therein mentioned and said Owners also executed the power of Attorney to that effect in favour of the said Aditya Developers.

AND WHEREAS the said M/s. Aditya Developers by and under the powers and authorities vested in them got the plans revised from the Badlapur Municipal Council under Building Commencement Certificate No. KBNP / NRV / BP / 1149 - 185 dated 14.02.2006.

AND WHEREAS the said M/s. Aditya Developers in turn, by and under the Development agreement dated 28.02.2006 registered at the office of Sub- Registrar of Assurance at Ulhasnagar - 2 under serial No. 0717 / 2006 transferred and assigned the development rights in respect of the said property along with the benefits of sanctioned plans to M/s. Nina Enterprises namely the Promoters herein at and for the price / consideration and on the terms and conditions therein mentioned and also executed the Power of attorney to that effect in favour of the Promoters herein.



AND WHEREAS the Promoters declare that the said agreements and attorneys are still valid, subsisting and completely in force.

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Ward No : 014
Village : Kulgaon
Flat/shyp area : 650 sq. ft. (Builtup)
Flat/shyp area : 5111 sq. mtr. (Builtup)
Market Value : Rs. ~~8000~~ 552,500/-
Actual Value : Rs. 539,000/-
Govt. Rate : Rs. 12,000 Per sq. mtr
Stamp Duty : Rs. 15,800/-
Page : _____
Ground + Three Floors

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AGREEMENT FOR SALE

THIS AGREEMENT MADE AT KULGAON ON
THIS 10th DAY OF Jan 2008

BETWEEN

M/s Nina Enterprises, a partnership firm, having its office at Hari Krupa, Near Aditya Sagar Bldg., Behind Ravi Patil Bungalow, Near Municipal Garden, Hendre pada, Badlapur (W) 421503, District Thane through its partner Hasmukh Kantilal Patil Ppl-35 hereinafter called and referred to as the Promoter (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being their/his/her exutors, survivors, administrators and assigns) being the party of the first part.

AND

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The Kalyan Janata Sahakari Bank
Ltd. Kala Talao Branch, Vitthalnagar
Sahajanand Chowk, Agra Road,
Kalyan (West)-421301
D-5/STP(VVC/R 1029/01/05/313 to 16



भारत 19100
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INDIA STAMP DUTY MAHARASHTRA

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खातेचाराची प्रत / Party Copy

 दि कल्याण जनता सहकारी
बँक लि.

(शेड्युल्ड बँक)

The Kalyan Janata Sahakari
Bank Ltd.

(Scheduled Bank)

काळ तलाव शाखा दिनांक / Date 9/1/2008

मुद्रांक शुल्क/ Stamp Duty रु./Rs. 1580/-

सेवा आकारणी शुल्क रु./Rs. 10/-

Service Charges

एकूण / Total रु./Rs. 15810/-

अक्षरी रूपये / Amount in Words

Shows eight thousands

only.

मुद्रांक शुल्क भरणाऱ्याचे नाव/ Name of stamp

duty paying party S. Yashwantrao R. Bal

पत्ता / Address

Shri. P. S. Patil, Chav. Mohanand

Nagar, Mangaruli, Badlapur

संप्रेरकाचा पत्रकाराचे नाव/ Name of Party

Mrs. N. S. Enterni.

व्यवहाराच्या उद्देशाने कारण / Purpose of transaction

Sada deed

धनादेश / पे ओर्डर ज्या बँकेची काढला आहे त्या बँकेचे

नाव / Name of the Drawee Bank, Branch

Ch. No. / Pay Order No.

रोखपाल / Cashier

अधिकार्याची सही

Authorized Signatory

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पत्रवती अगण

अपसक आहे / This counterfoil has to be presented

at the time of delivery of stamp.

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OF THE SUB-REG



Thursday, January 10, 2008
3:19:30 PM

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Page ३० M

पावती

पावती क्र.: 262

दिनांक 10/01/2008

पावतेचे नाव कुळगाव

दस्तऐवजाचा अनुक्रमांक राहण्ड - 00262 - 2008

दस्तऐवजाचा प्रकार करारनाम



सादर करणाऱ्याचे नाव - - शिवाजी आर पाल

नोंदणी फी 5530.00

नक्कल (अ. 11(1)), प्रुढांकनाची नक्कल (अ. 11(2)), 800.00

रुक्कत (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)

एकूण रु. 6330.00

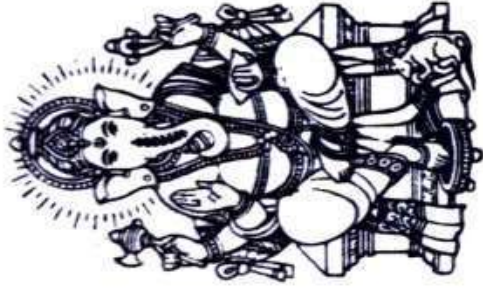
आपणाल हा दस्त अंदाजे 3:33PM ह्या वेळेस मिळेल

दय्याम् निवसक
राह दुय्यम निवसक वर्ग-१

अर्हासवार क्रमांक-२

बाजार मुल्य: 552500 रु. मोबदला: 5390000 रु.

भरलेले मुद्रांक शुल्क: 15800 रु.



Agreement for Sale

of Flat/Shop

Hari-Krupa



SITE

Survey No. 50, Hissa No. 1 part,
Plot No. 4, 5, 6 & 7, Kulgaon,
Badlapur (W), Tal. Ambarnath, Dist. Thane.

Purchaser

Siyaram R. Patil

Flat/Shop No. 201 on 3rd floor in B wing

Regn. No. _____

Builders & Developers

M/s. Nina Enterprises

Hari Krupa, Near Aditya Sagar Bldg.,
Behind Ravi Patil Bungalow, Near Municipal Garden,
Hendre Pada, Badlapur (W), Dist. Thane.

Jay Hari Krupa Co-op. Hsg. Soc. Ltd.

To,

(Regd. No. TNA/ABN/HSG/(TC)/20701/2009-2010/2009/dated 06/04/2009)

IDBI BANK LTD
Survey No. 50, Fissa No. 1, Plot No. 4,5,6,7, Kulgaon, Badlapur (W), Tal. - Ambarnath, Dist. - Thane - 421503.

Date - 20/05/2023

Re: Flat/Plot No. 301.3 rd FLOOR of Mr/Mrs. **RANJANA SIYARAM PAL** in the building called HARIKRUPA Housing Society B WING HENDRE PADA, situated at BADLAPUR WEST

Dear Sir,

This is to confirm that the above Society registered under No.- TNA/ABN/HSG/(TC)/20701/2009/2010. dated 06/04/2009 is the owner of the above building pursuant to the conveyance dated _____ registered under No. _____ dated _____ and that the Society has allotted /transferred/agreed to transfer the above flat to Mr/Mrs RANJANA SIYARAM PAL.

We hereby assure you that the said flat, as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable.

We further confirm that we have clear, legal and marketable title to the said property and every part thereof, and that all taxes and dues in respect thereof have been paid upto date.

We have no objection to your giving a loan to the said allottee/ transferee / proposed transferee and his /her / their mortgaging the said flat with you by way of security for repayment.

We have to inform you that the Share Certificates have not yet been issued/ transferred, and as soon as they are issued / transferred the Share Certificates pertaining to the said allottee/transferee/proposed transferee will be forwarded directly to IDBI BANK LTD Ltd.- Atn- Mortgage Dept

Yours faithfully,

JAY HARI KRUPA CO-OP. HSG. SOC. LTD.



Chairman



Secretary

Authorized Signatory.

JAY HARI KRUPA CO-OP. HSG. SOC. LTD.

Regd. No. TNA/ABN/HSG/(TC)/20701/2009-2010/2009/dated 08/04/2009

Survey No. 50, Hissa No. 1, Plot No. 4,5,6,7, Kulgaon, Badlapur (W), Tal. - Ambarnath, Dist. - Thane - 421 503.

❖ SHARE CERTIFICATE ❖

Certificate No. 27 Member's Registration No. 27

Authorised Share Capital Rs. 12500 Divided into 250 Share of Rs. 50/- each.

This is to certify that Shri / Smt. / Mrs. SIYARAM RAMKUBER PAL

of Flat/Skop No. B|301 is the Registered Holder of (FIVE) Shares from

No. 131 to 135 of Rs. 250 /- in the

JAY HARI KRUPA CO-OP. HSG. SOC. LTD. Kulgaon Badlapur (W.) subject to the laws of the said society and that upon each of such the sum of Rupees Fifty has been paid

Given under the Common Seal of the said Society at Kulgaon Badlapur (W.)

1st Day of Aug 2010

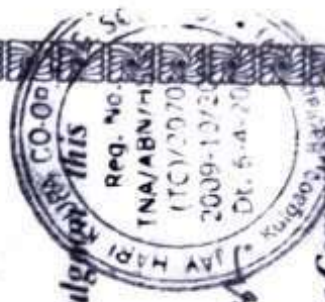
Rs. 250/-


Chairman

21.2.10
Hon. Secretary


Member of the Committee

(P.T.O.)



SF 137/86

कार्यालयची प्रत / Party Copy

दि कल्याण जनता सहकारी
बँक लि.

(शेड्युल्ड बँक)

The Kalyan Janata Sahakari
Bank Ltd.

(Scheduled Bank)

काढ्या तलाव शाखा दिनांक / Date 9/1/2008

मुद्राक शुल्क / Stamp Duty रु / Rs 1580/-

सेवा आकारणी शुल्क रु / Rs 10/-

Service Charges

एकूण / Total रु / Rs 15810/-

शुद्धी रकम / Amount in Words Fifteen
thousand eight hundred

-den only

मुद्राक शुल्क भरणाऱ्याचे नाव / Name of stamp
duty paying party

पत्ता / Address Siyaram R. Sal

10/4, Patel Chow, Mohan

Nagar, Manjuri, Badlapur

संश्लेषण करणाऱ्याचे नाव / Name of Concerned Party

Mrs. Nina Entawani

कार्यालयाचा उद्देशाचे कारण / Purpose of transaction

Gifts deed

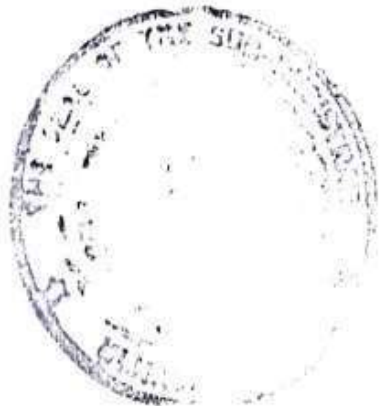
भ्रामदारा / पे ऑर्डर ज्या बँकची काढला आहे त्या बँकेचे
नाव / Name of the Drawee Bank, Branch

Ch No / Pay Order No

गव्हर्नर / Cashier

अधिकार्याची सही
Authorised Signatory

मुद्राक केलेले दस्तऐवज प्रेषणास येताना ही पावती आणणे
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Ward No : 211
 Village : Kulgaon
 Flat/shp area : 650 sq. ft. (Builtup)
 Flat/shp area : 511 sq. mtr. (Builtup)
 Market Value : Rs. ~~6,82,800/-~~ 5,52,500/-
 Actual Value : Rs. 5,39,000/-
 Govt. Rate : Rs. 12,000/- Per sq. mtr
 Stamp Duty : Rs. 15,500/-
 Page : _____
 Ground + Three Floors

AGREEMENT FOR SALE

उ ह नं. २	
२६२	२००८
२	९०

THIS AGREEMENT MADE AT KULGAON ON
 THIS 10th DAY OF Jan 2008

BETWEEN

M/s Nina Enterprises, a partnership firm, having its office at Hari Krupa, Near Aditya Sagar Bldg., Behind Ravi Patil Bungalow, Near Municipal Garden, Hendre pada, Badlapur (W) 421503, District Thane through its partner Harsimran Kaurtel Patel Pgt. 35 hereinafter called and referred to as the Promoter (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being their/his/her exeutors, survivors, administrators and assigns) being the party of the first part.

The Kalyan Janata Sahakari Bank Ltd. Kala Talas Branch, Vithalner Sahjanand Chowk, Agra Road, Kalyan West-421301
 D-S/STP/WCR 1028/01/05/313 : 016

AND

Harsimran
G. M. Chitambar

२१११ १९१०
 १०९५६३
 R. 00158001-255222
 INDIA STAMP DUTY MAHARASHTRA
 १४:३३
 JAN 09 2008

AND WHEREAS the Purchaser to the sanctioned plans and permissions the Promoters have commenced the construction work of the proposed building on said property.

AND WHEREAS the Promoters has appointed Architect registered with the Council of Architects, and the Promoters have appointed a structural engineer for preparation of the structural design and drawing of the building and the Promoters accepts the professional supervision of the Architect and the structural engineers till the completion of the building.

AND WHEREAS the Promoters proposes to construct on the said property a new multi-storeyed building as per the sanctioned plans and permissions.

AND WHEREAS the purchaser has demanded from the Promoters and the Promoters have given the inspection of all the documents of title relating to the said land to the purchaser and the plans, designs, specifications prepared by the Promoters Architect and of such other documents as are specified under the Maharashtra Ownership Flats Regulation of Promotion of Construction, Sale, Management and Transfer) Act. 1963 (hereinafter referred as "the said Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the advocate of the Promoters to the said property and copies of property register card the list of amenities to be provided and the floor plan approved by the local authority have been annexed hereto and made as Annexure "A", "B", "C", & "D" respectively.

AND WHEREAS the Promoters have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "the said Plans")

AND WHEREAS the Promoters have made a full and true disclosures of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser the inspection of the plans and specification of the said proposed building.

AND WHEREAS the Purchaser has been the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat/Shop/Other Unit at the price and on the terms and conditons herein after appearing.

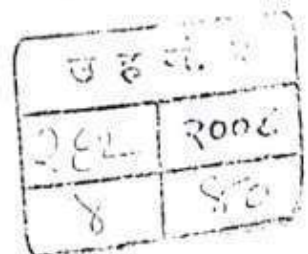
NOW THIS PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. THE Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the Badlapur municipal Council to be made in them or any of them for which the Purchaser hereby gives consent.

(3)

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|| श्री उम्या माता नामा ||

Shri/Smt. Gyaran R. Patil

aged about 28 years, Occupation Business

residing at 11, Patil Chavak, Manjari, Badlapur, Maharashtra, Badlapur, Badlapur (W)

hereinafter called and referred to as "the PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her their heirs, executors, administrators and assigns) the party of the Second Part:

WHEREAS Smt. Sonubai Laxman Muthe and other are the owners of the all those pieces and parcels of non- agricultural land lying, being and situate at village Kulgaon, Taluka Ambarnath, bearing Survey No. 50, Hissa No. 1 (Part), Plot No. 4,5,6 and 7 admeasuring 1719.90 sq. metres within the limits of Kulgaon Badlapur Municipal Council, hereinafter for the sake of brevity called and referred to as the "said Property";

AND WHEREAS the said property is converted to non-agricultural use under the order granted by the Collector, Thane bearing No. REV / DESK - I / T -VII / NAP / SR - 541 dated 14.02.1984 and plans are also are sanctioned from the Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. KBNP/NRV/BP/66/15 dated 12.04.2001

AND WHEREAS by and under a Development agreement dated 18.11.2003 registered at the office of Sub- Registrar of assurances at Ulhasnagar - 2 under serial No. 4943 / 2003 and Supplementary Agreement dated 31.12.2004 registered at the office of Sub-Registrar of Assurances at Ulhasnagar - 2 under serial No. 5511/2005, the said Owners granted the development rights in respect of the said property to M/s. Aditya Developers, a partership firm at and for the price / consideration and on the terms and conditions therein mentioned and said Owners also executed the power of Attomey to that effect in favour of the said M/s. Aditya Developers.

AND WHEREAS the said M/s. Aditya Developers by and under the powers and authorities vested in them got the plans revised from the Kulgaon Badlapur Municipal Council under Building Commencement Certificate No. KBNP / NRV / BP / 1149 - 185 dated 14.02.2006.

AND WHEREAS the said M/s. Aditya Developers in turn, by and under Development agreement dated 28.02.2006 registered at the office of Sub- Registrar of Assurance at Ulhasnagar - 2 under serial No. 0717 / 2006 transferred and assigned the development rights in respect of the said property along with the benefits of sanctioned plans to M/s. Nina Enterprises namely the Promoters herein at and for the price / consideration and on the terms and conditions therein mentioned and also executed the Power of attomey to that effect in favour of the Promoters herein.

AND WHEREAS the Promoters declare that the said agreements and Power of attomeys are still valid, subsisting and completely in force.



(2)

(Signature)

(Signature)

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II Shree Hanu Vidya Namaha II

2. THE purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the flat / shop / unit No. 321 on 3rd floor in Building No. - wing No. B admeasuring 560 sq.ft. (built up/carpet) equal to 51.11 sq. mt. (built up/carpet) along with - sq. ft. equal to - sq. mt. open terrace/porch in the building known as "Hari-Krupa" (which is inclusive of the area of Balconies) and as shown on the floor plan thereof hereto annexed and marked as Annexure "C" hereinafter referred to as "THE SAID PREMISES" for the price/ consideration of Rs. 5,39,000/- (Rupees FIVE Lakh Thirty nine thousand only only)

The Purchaser agrees to pay the above consideration in the following manner:

- 30 % at the time of execution of this agreement.
- 20 % to be paid on Casting of 1st slab
- 10 % to be paid on Casting of 2nd slab
- 10 % to be paid on Casting of 3rd slab
- 10 % to be paid on Casting of 4th slab
- 10 % to be paid on Complet of brick work
- 05 % to be paid on Complet of plaster work
- 05 % to be paid within seven days from the date of receipt of intimation that the said premises is ready for use and occupation.

THE Purchaser agrees and assures to pay the following amounts on demand and / or prior taking teh possession of the said flat:

- Rs. 1500/- towards charges.
- Rs. 350/- towards entrance fees and share capital
- Rs. 3000/- towards society formation charges.
- Rs. 10,000/- towards M.S.E.B. meter and water connection charges.
- Rs. 3150/- other charges
- Requisite service charges as may be levied by the state Government and / or any other authorities in respect of the said flat.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Purchaser/s calling upo n him/her to make payment of the same. Such notice is to be sent under certificate of posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters/Builders.

3. The Promoter hereby agree to observe perform and comply with all the terms, conditions stipulations 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 the possession of the premises to the Purchaser obtain from the concerned local authority Completion as well as Occupation certificate in respect of the said premises or the said building.



प्रीतिशाली

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|| Shree Umiya Mata Namaha ||

4. The Promoter hereby declares that the floor space have utilised the floor space index as mentioned in the approved plan and the no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever and in case any part of the said floor space index is utilised elsewhere then the Promoters shall furnish to the Purchasers all the particulars in respect of such utilisation of the said floor space index by the Promoters. In case, while developing the said land the Promoters have utilised any floor space index of any other land or property by floating floor space index, then the particulars of such space index shall be disclosed by the Promoters to the Purchasers, the residual F.A.R. (F.S.I.) in the land or the layout not consumed will be available to the Promoters or their nominees or assignees only.
5. THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.
6. THE Purchaser agrees to pay to the Promoters interest @ 21% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
7. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement, (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this agreement and to forfeit the moneys paid by the Purchaser under this agreement.

THE Promoters shall have the first lien and charge on the said flat/premises agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under this terms and conditions of this agreement.
8. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the ANNEXURE "D" annexed hereto.
9. THE Promoters shall give possession of the said premises to the Purchaser or his/her nominee or nominees on or before _____
If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees



(5)

Amal Kumar

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200	3000
₹	50

by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated. It is agreed that for want of cement, steel and other building materials for any other reason or reasons which are beyond the control of the Promoters and that in the event of handing over the possession of the said flat is delayed, the Purchaser shall not be entitled to hold the Promoters responsible and/or liable in that behalf and the Promoters shall be entitled to reasonable extension of time for giving delivery of the flat to the purchaser.

- 10. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.
- 11. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted by the Promoters only as per the prevailing rules, regulations, and bylaws of the concerned authorities.
- 12. Purchaser along with the other Purchasers of the Flats/Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he/she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the Co-operative society including the bye laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by Promoters to the Purchaser. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 13. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the promoters shall co-operate with the Purchasers in forming and registering or incorporating 'a' society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement.



(6)

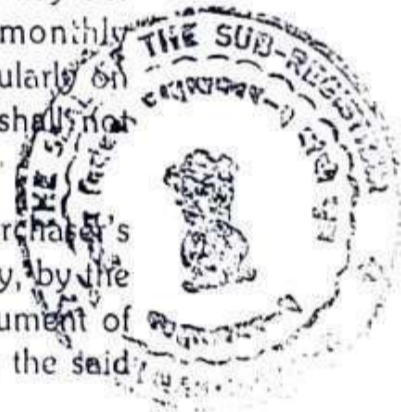
(Signature)

(Signature)

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262	2000
10	80

II Shree Umija Mata Namaha II

14. COMMENCING a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation. The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land called as on open land tax for the period from the date of building commencement certificate till the date of occupation certificate, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said land and building. Until the society is formed and the said land and building is transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share is so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs. _____ per month towards the outgoings from the date of notice as aforesaid. The amount is paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions therefrom for the actual expenses incurred in various account) shall be paid over by the Promoters to the Co-operative Society or as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever.
15. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.
16. THE Promoters hereby declare that the said property is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.
17. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.
18. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or



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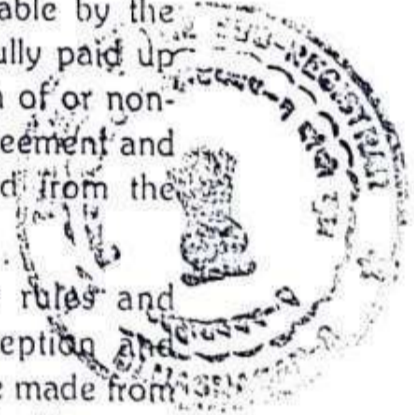
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agrees to contribute proportionate expenses for transformer etc., if insisted by M.S.E.B charges and penalties leviable by the Kulgaon, Badlapur Municipal Council in connection with the enclosing of balconies or otias.

24. THE development and/or betterment charges or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the purchaser along with all the Purchaser of flats in the building in proportion to the floor area of their respective premises.
25. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safeguarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.
26. NOTHING contained in this agreement is intended to be nor shall the same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces, stilts, lobbies, staircases, terraces, recreation space etc., will remain the property of the Promoters until the said land and the said building is transferred to the Co-operative Society as herein before mentioned.
27. THE Purchaser shall not let, sub-let, transfer, assign or part with his/her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.
28. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.
29. ANY delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of



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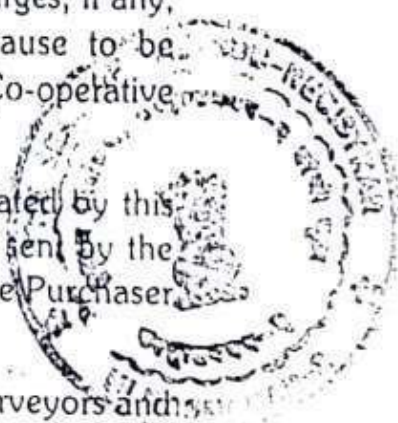
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time to the Purchaser by the Promoters shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

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ALL costs, charges and expenses, penalties, Sales-Tax, if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such Co-operative Society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoters shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoter a sum of which will be worked at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats/shops/ units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance in favour of the Co-operative housing Society/ Condominium of apartments.



31. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his/her/their address as specified hereinabove.

32. THE Purchaser shall permit the Promoters and his/her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.

33. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flat in the said building, if any, shall be exclusively to the respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the society.

34. a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he/she deem proper the said terrace, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose

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the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.

b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee-transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.

c) The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

35. THE Purchaser shall not claim any deduction in the cost of his/her flat on account of deletion of any item of construction as per his/ her requirements, of the Purchaser in his/her flat.

36. IF Additional amenities are required by the Purchaser, then in that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.

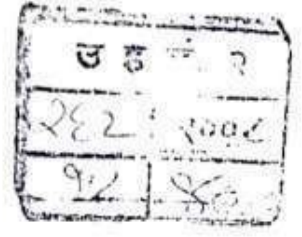
37. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property. If any portion of the said land is acquired or notified to be acquired by the Government or any other Public body or authority, the Promoters shall be entitled to receive all the benefits in respect of thereof and/or compensatory FSI or all other benefits which may be permitted in lieu thereof. The Promoters shall be entitled to use any additional FSI or carry out and complete additional construction that may be permitted by the Kulgaon Badlapur Municipal Council or any other Local body or concerned authority on the terrace and/or the said land or any part thereof for any reason whatsoever including FSI in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoters who will be entitled to dispose of it in any way they choose and the Purchaser/s hereby irrevocably consent to the same and the Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or make claims for compensations or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the building/s being put up and/or at any time further construction on the said plots of land is allowed the Promoters shall always have



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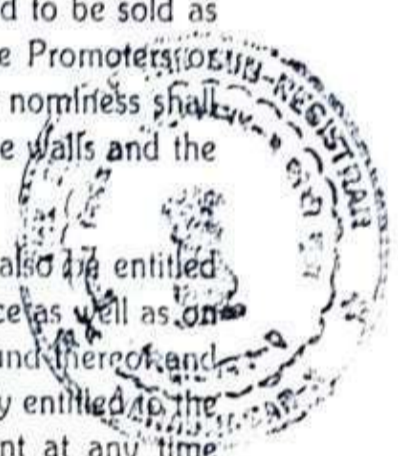
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invariable right to put up additional construction and storeys and/or consume the balance of floor index and/or additional floor space index of any other property in any other manner whatsoever and the Society and/or the Purchaser shall not be entitled to claim any share right, title or interest in any such additional FSI as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Promoters in any manner they choose. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/ their premises on account of the construction of any other structures and/or the changes, alterations and additions made in the Building or structures and/or right of way, if any, granted by the Promoters.

38. THE Promoters or the person nominated by the promoters or the person on whom the rights and benefits are conferred shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the Kulgaon Badlapur Municipal Council and other competent authorities. Such additions, alterations, structures and storeys will be the sole property of the Promoters or their nominees or assigns, as the case may be, who shall be entitled to dispose off the same in any way they choose and the Purchaser hereby consent/s to the same. The terrace of the Building till the same is allotted to any Purchaser/s and agreed to be sold as well as the parapet wall shall be the property of the Promoters or their nominees or assignees and the Promoters their nominees shall also be entitled to display advertisement in or over the walls and the same shall be the property of the Promoters.

The Promoters or their nominees or assignees shall also be entitled to display advertisement on or over the wall of terrace as well as on any portion of the said building including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by such advertisement at any time hereafter. The agreement with the Purchaser/s and all other premises in the said building shall be subject to the aforesaid rights of the Promoters or their nominees or assignees who shall be entitled to use the said terrace as well as the said property and other Purchaser/s shall not be entitled to any abatement in the price of the premises agreed to be acquired and the Promoters or their nominees or assignees shall be deemed to be the owners of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said building is transferred as aforesaid and the body of Purchasers shall admit the Promoters or their nominees or assignees as its members in respect of such unsold premises and the Purchaser/s and the society shall admit such Purchasers as members as per the directions of the Promoters as and when the said premises and/or one or more of them are agreed to be sold by the Promoters.

39. TILL a conveyance of the said land and building is executed the Purchaser shall permit the Promoters and his surveyors, agents with or without workmen and other at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.



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40. THE transaction covered by this contract at present is not understood to be a sale liable to tax under Sales Tax Laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax as a sale or other wise wither as a whole or in part, in connection with this transaction are liable to be tax, the same shall be payable by the Purchaser along with the other purchaser of teh building on demand at any time.
41. THE Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats/ shops/ other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he/she shall be liable to pay the entire agreed price as per this agreement. Similarly, the Promoters are not bound to carry cut any extra additional work for the purchasers without there being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the purchaser. In case if the Promoters have agreed to do any additional extra work for the purchasers, have agreed to do any additional extra work for the purchaser, the Purchaser shall within 7 days from the date when the Promoters gives the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.
42. IT is also agreed and understood that the Promoters will only pay the municipal tax for the unsold flats/shops/units and will not pay any maintenance charges like water, light etc., and the Promoters can sell the said flats/shops/units to any prospective buyers and then such prospective buyers will become the member of the society.
43. THAT the Purchaser shall at no time demand partition of their interest in the said SCHEDULE hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the SCHEDULE hereunder written and the building and land is impartiable and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.
44. IN case for any reason whatsoever if the Purchaser would terminate this agreement he/she shall be entitled to a refund of sale price already paid by him/under this agreement. But he/she shall not be entitled to any interest on the sale price paid by him/her to the Promoters herein.

Further it is hereby specifically agreed between the parties that the Promoters shall be liable to refund the said price only after they would get the fresh booking for the said premises from another

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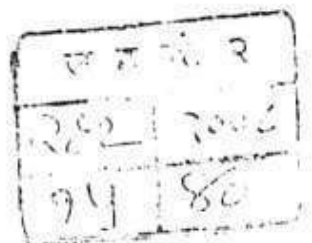
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intending purchaser's and that he has received the money from the said intending purchaser of the said premises.

45. Notwithstanding any other provisions of this agreement the Promoters shall be entitled at the his sole and absolute discretion:
- To form a society or limited Company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
 - To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads etc. may be transferred and/or conveyed/assigned/leased.
 - To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
 - To decide from time to time to what extent the building/s along with land appurtenant to its is transferred to the respective body formed.
 - To decide from time to time when and what sort of document of transfer should be executed.
 - To grant access / right of way to the adjacent plot holders or society from and through the property.
 - To provide 'A', 'B' & 'C' wing society common underground water tank as well as septic tank as per the feasibility therof.
46. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to anyone of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant shall not enclose or cover the said terrace/garden without the written permission of the Builders and/or the society or such body formed, as the case may be and Municipal Corporation and other concern authorities.
47. IT is specifically declared that the if the Promoters provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection/supply to any adjoining buildings societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of borewell water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.
48. THE Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoing as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or

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any of the Purchasers of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected it shall be the responsible of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.

49. IF the Purchaser intends to cancel this agreement with having good and reasonable grounds, he/she shall give written application to the Promoters and on cancellation of the agreement he/she shall give six months period to the Promoters within which period the Promoters shall arrange to refund the moneys collected by them on account of the installments of the said premises without any interest.

The Promoters shall forfeit the 20% of the total amount received from the Purchaser as and by way of liquidated damages, while repaying the money paid by the Purchaser.

50. IF the Purchaser neglects, omits or fails in any manner whatsoever to pay to the Promoters any of the amounts due and payable by the Purchaser under the terms and conditions of the agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulations or his part thereto contained or referred to, the Promoters shall be entitled or re-enter and resume possession of the said flat/shop/other unit etc, and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the earnest money and other amounts already paid by the Purchaser to the Promoters shall be refunded to the Purchaser in respect of the said premises and the Purchaser shall have no claim in or upon the said premises and the Purchaser hereby agree to forfeit all his rights, title and interest in the said premises and in such event the Purchaser shall be liable to be immediately ejected as trespasser but the right given by this clause to the Promoters shall be without prejudice to the other rights, remedies and claims, whatsoever at law or under this agreement of the Promoters against the Purchaser.

51. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters/Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters/Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.

52. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes, commercial establishment and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any

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objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

53. THE Purchaser may with prior permission in writing provide at his/her own costs, charges expenses and risk extra amenities to the premises.
54. However, to grant or not grant the permission shall be at the sole discretion of the Promoters. The Purchasers shall not carry out any internal or external charges, alterations or additions to the said premises until after the Purchaser has paid all the monies payable by him or her to the Promoters either towards the consideration otherwise and only after the Purchasers shall have obtained a prior written permission of the Promoters in writing subject to the same having been approved by the Kulgaon, Badlapur Municipal Council. Provided further that such additions, alterations or provisions for extra amenities shall be carried out by the approved workmen, contractors of the Promoters and not through any contractors or workmen not approved by the Promoters.
55. THE Purchaser shall lodge at his own costs as to the registration charges for registration within two months of the date of this agreement and shall intimate the Promoters within 7 days from the date of lodgment and serial number under which the same is lodge for registration with Xerox copy of receipt in order to enable the Promoters to admit the execution of the same.
56. THE stilt, Society office and garage if any, shall always be the property of the Promoters have full right and authority to enclose the said stilt area of the building and further right to sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her. It is clearly brought to the notice of the purchaser that the open spaces abutting and adjoining the ground floor flats will be exclusively allotted to the ground flat purchaser only and the purchaser herein along with the other purchasers will not raise any objection or hindrance for such grant of open and garden space to the flat purchaser on the ground floor.
57. THE name of the Building to be constructed by the Promoter shall be "Hari Krupa" and shall not be changed without the written permission of the Promoters.
58. THE Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
59. This present agreement is executed in accordance with the provisions of Maharashtra Flat Ownership Act, 1963 and Rules framed thereunder.



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SCHEDULE OF THE SAID PROPERTY

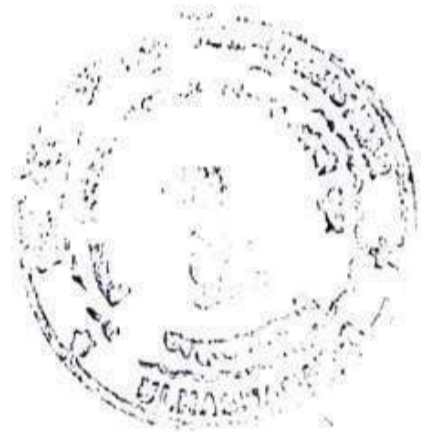
All that piece and parcel of non agricultural land lying, being and situate at Village, Kulgaon, Tal. Ambarnath, bearing Srvey No. 50 Hissa No. 1 (part) Plot No. 4,5,6 and 7 admeasuring 1719.90 sq. metres within the limits of the Kulgaon, Badlapur Municipal Council and bounded as follows :

On or towards East : Survey No. 50 Hissa No. 3 (part)
On or towards West : 20 ft. layout Road
On or towards South : Garden/open land of layout
On or towards North : 20 ft. layout Road.

Together with all easement rights etc.,

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[Stamp: Dombivli Nagar Mahanagar]

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and names in writing on the day and the year first hereunto written.

SIGNED & DELIVERED by the
withinnamed "the Flat Purchaser"
M/s. Nina Enterprises
by its Partner,

Hiteshwar K. Patil

[Signature]

SIGNED & DELIVERED by the
withinnamed "the FLAT PURCHASER"

Shri./Sd/- Gurayya Pratap R. Singh

[Signature]

in the presence of....

[Signature]

1. Kishan V.S. Vishkarma
2. SURAYA PRATAP R. Singh
[Signature]



RECEIPT

Received of and from the Flat Purchaser abovenamed the sum of
Rs. 25,000/- (Rupees Twenty Five Thousand
only) by Cash/Cheque No. "000904"
dated 8/9/07 drawn on Dombivli Nagar Suburban
bank, Radhika Branch being the earnest money/part payment
payable by the Flat Purchaser to me as withinmentioned.

WITNESSES :

1. Kishan S. Vishkarma
2. Gurayya Pratap R. Singh
[Signature]

Rs. 25,000/-
I Say Received

For **M/s. Nina Enterprises**

[Signature]

Partners

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ANNEXURE

AMENITIES

(SECOND SCHEDULE ABOVE REFERRED TO)

(A) STRUCTURE :

1. The structure shall be R.C.C. frame structure with brick masonry panel walls.
2. External wall shall be sand-faced cement plastered and internal wall shall be cement plastered with neeru finished.
3. All main doors shall have sal-wood frame and shutter shall be of flush-door type. All Bedroom shall have Cadappa Frame and shutter shall be of flush floor type. All W.C. and bathroom shall have cadappa frame and Aluminium door.
4. Main door shall sarnika from outside and oil paint from inside.
5. All window shall be of Aluminium sliding window.
6. Terrace slab shall be finished with I.P.S. with water proofing treatment. Parapet wall shall be 6' constructed in Brick work.
7. All floors of the room shall be finished with grey cement mosaic tiles and polished with scurting of 5'
8. W.C. flooring shall be of white glazed tiles with 1.5-0' high dado.
9. Bathroom flooring shall be of Ceramic Tiles and 3' colour glazed tiles.
10. Raised cooking platform shall be Black Cuddappa stone with sink finished in same and shall have white glazed tiles dado upto 1.5' height.
11. One left shall be provided in Kitchen only.
12. Main door shall have cudappa cill.

(B) SANITATION AND PLUBING :

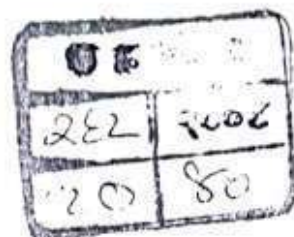
1. All flat shall have drainage system as per standard rules, with septic tank and soak-pit provision.
2. Each flat shall be provided with one tap connection in kitchen, bath, W. C. with sufficient capacity of over head water tank supply.
3. Each W. C. shall be provided with Indian type W.C.

(C) ELECTRICAL INSTALLATION :

1. Each flat shall have light point as follow with open type wiring system.



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	Light Point	Fan Point	Plug Point	Domestic Point
a) Living Room	2	1	1	-
b) Bed Room	2	1	1	-
c) Kitchen	1	1	1	1
d) Bath	1	-	-	1
e) W.C.	1	-	-	-
f) Balcony	1	-	-	-
g) Passage	1	-	-	-
h) One bell shall be provided in all flats.				

2. Staircase shall be provided with bulk-head type fittings at each floor landing with extra electricity metre for staircase.
3. Piano type switches and plug shall be provided with proper earthing.

(D) PAINTING AND FINISHING :

1. All doors shall be painted with oil paints.
2. Main door shall be french polished from outside.
3. All rooms shall have white wash to all walls and ceiling.
4. Building shall be painted externally with cement paint.

(E) GENERAL :

1. Easily accessible properly finished and well lighted ground and ventilated staircase.
2. Main door shall have Fancy Handle, Safety Chain.
3. All flats shall be provided with wash basin and shower of Rose type in all bathrooms.
4. Building shall be provided with adequate wall compound with M.S. Gate.
5. Building shall have 1 (one) metre concrete paving on all sides with level surface.
6. Four corner tube lights shall be provided to the building.
7. Underground water tank with pump and pump house.
8. M. S. E. B. insists to fix transformer for installation of Electric supply each member shall have to pay to the promoter his share in the price of transformer to the promoter.



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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SIYARAM RAMKUBER PAL
RAMKUBER RAMSARAN PAL

01/01/1980
Permanent Account Number
ARQPP9734M

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Signature



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इस कार्ड को खोने/चोरी पर कृपया पुलिस को/रीटार्ड
आयकर वेब पोर्टल, एन एस डी एस
पहली मंजिल, टाइम्स टॉवर, कामला मिल्स कंपाउंड, एस. बी. मार्ग,
लोअर फ्लैट, मुंबई-400 013.

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower,
Kamala Mills Compound,
S.B. Marg, Lower Phase, Mumbai - 400 013.
Tel: 91-22-2499 4150, Fax: 91-22-2495 0664
email: tininfo@nsdl.co.in

दोता

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AHLPP6473C



नाम / NAME

HASMUKH KANTILAL PATEL

पिता का नाम / FATHER'S NAME

KANTILAL KARSONDAS PATEL

जन्म तिथि / DATE OF BIRTH

31-01-1972

हस्ताक्षर / SIGNATURE

Hasmukh Patel

आयकर अधिकारी (कंप्यूटर ऑपरेटर)
Commissioner of Income-tax (Computer Operator)

Jus...



282	3000
31	80

FORM 6
[See Rule 10(1)]

Driving Licence

Driving Licence No. MH05/1207/16-152412

Date of issue 07/12/2007

Name of the Licence Holder Shri. Kishan

Son/wife/daughter of Shambhunath Vishwakarma

Signature of applicant

Signature of Licensing Authority

Name to be written across the photograph

size

Date of application

Age of applicant

Sex of applicant

Height of applicant

Weight of applicant

Blood group with RH factor (Optional)

Educational qualifications

Permanent Address

Temporary address/ Official address (if any)

The holder of this licence is licensed to drive throughout India the vehicles of the following description: - motor cycle

This licence to drive a motor vehicle other than transport vehicle is valid from 22/12/07 to 06/12/2007

Signature and designation of the Licensing Authority

MH05/1207/16-152412

शाहीदार
किशन विश्वकर्मा
परीसवाल मोजकी बदलापुर
वय - 26

उ ह वं. र	
262	2006
360	50



Permanent Address Mohammad Nagar, At Monjari, Tal. Parbhani, Dist. Ahmednagar

Date of Birth 03/09/1981

Educational qualifications

Blood group with RH factor (Optional)

The holder of this licence is licensed to drive throughout India the vehicles of the following description: - motor cycle

This licence to drive a motor vehicle other than transport vehicle is valid from 22/12/07 to 06/12/2007

Signature and designation of the Licensing Authority

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AMKPS0436Q



नाम / NAME
SURYA PRATAAP RAMBAHADUR
SINGH

पिता का नाम / FATHER'S NAME
RAMBAHADUR MEDAI SINGH

जन्म तिथि / DATE OF BIRTH
15-12-1959

हस्ताक्षर / SIGNATURE

आयकर आयुक्त (कंप्यूटर केन्द्र)
Commissioner of Income-tax (Computer Operations)

स्वाक्षरीकार
सुर्यप्रताप सिंग
भागवती कॉम्प्लेक्स
वय - ४५.

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले
प्रधिकारी को सूचित / वापस कर दें
आयकर आयुक्त (कंप्यूटर केन्द्र),
सी-13, प्रत्यक्षकर भवन,
बान्द्रा-कुर्ला कॉम्प्लेक्स,
मुंबई - 400 051.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-Tax (Computer Operations),
C-13, Pratyakshakar Bhavan,
Bandra-Kurla Complex,
Mumbai - 400 051.



उ ह क्र. नं.	
२६२	२००८
३८	२०



दस्त गोपवारा भाग - 2

उहन2

दस्त क्रमांक (262/2008)

50780

रस्त क्र. [उहन2-262-2008] का गोपवारा
दस्त मुल्य 552500 मीटरवला 539000 भरतेले मुदक शुल्क : 15800

पावती प्र. 262 दि.ना. 10/01/2008
पावतीचे वर्णन
नाव - - शिवाराम आर पाल

रस्त हजर केल्याचा दिनांक : 10/01/2008 03:13 PM
निघडनाचा दिनांक : 01/01/2008
रस्त हजर करणाऱ्याची सही

5530 गोदणी फी
800 नवकल (अ. 11(1)), मुद्राकलाफी
नवकल (अ. 11(2)),
रजवत (अ. 12) व लायाधिकरण (अ. 13) व
एकत्रित फी

रस्तचा प्रकार (25) करारनामा
विक्रम क्र 1 ची वेळ : (सादरोकरण) 10/01/2008 03:13 PM
विक्रम क्र 2 ची वेळ : (फी) 10/01/2008 03:18 PM
विक्रम क्र 3 ची वेळ : (अचुली) 10/01/2008 03:18 PM
विक्रम क्र 4 ची वेळ : (ओळख) 10/01/2008 03:18 PM

6330: एकूण

दु. निघडकाची सही, उल्हासनगर 2

रस्त मीट केल्याचा दिनांक : 10/01/2008 03:18 PM

ओळख :
खालील इनाम असे निघेदीत करतात की, ते दरतरेवज करून देणा-शाना व्यक्तीशा ओळखतात,
रस्त्याची ओळख घटवतात



1) -- किशन विश्वकर्मा धर/परतेंत नं :-

पत्नी रस्ता -

इमारतीचे नाव -

इमारत नं -

पेट/वसाहत माजली

शहर/गाव बदलापूर

जमुका -

पिन -

2) -- सुरेंद्रनाथ सिंग धर/परतेंत नं :-

पत्नी रस्ता -

इमारतीचे नाव -

इमारत नं -

पेट/वसाहत बरेज रोड

शहर/गाव बदलापूर

जमुका -

पिन -



दु. निघडकाची सही
उल्हासनगर 2



४० जादे

४० परतेंत

दस्तावेज अचुली ओळखता
दस्तावेज नं -