



PODDAR
≡ H O U S I N G ≡

7936/2092

AGREEMENT FOR SALE

SAMRUDDHI HILL VIEW

Opp. Bhlvpurī Rly. Statlon, Karjat



Thursday, February 23, 2012
10:58:14 AM

Original

नोंदणी 39
Regn. 39 M

पावती

पावती क्र. : 1137

गावाचे नाव डिकसळ

दिनांक 23/02/2012

दस्तऐवजाचा अनुक्रमांक कजर - 01137 - 2012

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: वनिता सुबोध कचरे

नोंदणी फी	:-	12500.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (35)	:-	700.00
एकूण	रु.	13200.00

आपणास हा दस्त अंदाजे 11:12AM ह्या वेळेस मिळेल

दुय्यम निबंधक

दुय्यम निबंधक कर्जत

बाजार मुल्य: 694600 रु. मोबदला: 1250000रु.

भरलेले मुद्रांक शुल्क: 57600 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: स्टेट बँक ऑफ मैसूर शाखा मुं;

डीडी/घनाकर्ष क्रमांक: 054319; रक्कम: 12500 रु.; दिनांक: 21/02/2012

दस्तावेज

मुद्रांक दस्तावेज

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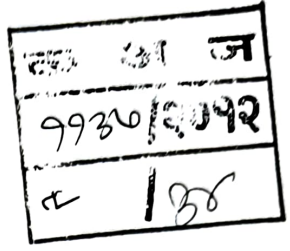
दुय्यम निबंधक कर्जत

VERIFIED WITH ORIGINAL

SENIOR BRANCH
R. S. BAGUL
PF. NO. 4597133

समट मुद्रांक फ्रँकींग अल्ट्रा क्वॉट नेट लेव
खाली तपासले व एत.ए. /संबंधित
प्राधिकृत अ. ज.याशी दुरधनीयतेन संपर्क
साधून मेळ बरोबर आढळून आला

दुय्यम निबंधक कार्यालय



SHREE

AGREEMENT FOR SALE

Agreement Value Rs. 1250000/-

Market Value for Stamp Duty Rs. 735000/-

Stamp Rs. 57600/-

Carpet Area 437 sq.ft., (Including 13 sq.ft.

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Dry Balcony, 21 sq.ft. flower bed)

Flat No. 203 on 11th Floor in the Building No. 10

SAMRUDDHI HILL VIEW

VERIFIED WITH ORIGINAL

SUB-REGISTRAR
KARJAT
PF. NO. 4597133

Vanita Kachare

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Articles of agreement made and entered into at Karjat this 07 day of the month Feb 2012

BETWEEN

KNITRITE APPARELCO Limited, incorporated and registered under Indian Companies Act, 1956, having its registered office at Unit # 3-5, Neeru Silk Mills Mathuradas Mills Compound, 126, N.M. Joshi Marg, Lower Parel (W), Mumbai-400 013, through its Authorised Signatory Mr. VIMAL DHOOT hereinafter referred to as "THE Promoters" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors-interests and permitted assigns therein) of the **FIRST PART**.

Mr / Mrs / Ms / M/S VANITA SUBODH KACHARE / SUBODH KACHARE JUKARAM KACHARE

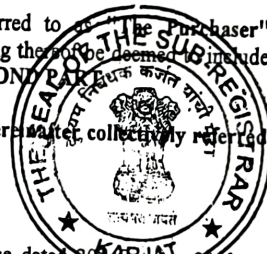
age 36/41 Occupation: Service residing at C-203, Ankit Towers, Chandresh Galaxy, Khadakpada, Barave Road, Kalyan - West, pin - 421301

hereinafter referred to as "the Purchaser" (Which expressions shall unless it be repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators and permitted assigns) of the **SECOND PART**

For the sake of convenience, the Promoters and the Purchaser are hereinafter collectively referred to as the Parties.

WHEREAS

- The Promoters herein have acquired under a Deed of Conveyance dated 30/06/2011 an immovable property being a piece and parcel of a N.A. land situated in Village Diksal, Taluka Karjat, District Raigad and bearing Survey and Hissa Nos. 9/2A4, 9/4, 9/6A4, 9/2A5 having total area 2.10 Acres, as per 7/12 extract, within the limits of Group Gram Panchayat Umroli, in the registration district of Karjat and more particularly described in the Schedule 'I' hereunder written and for the sake of brevity hereinafter referred to as "the said property".
- The Promoters are absolutely seized and well and sufficiently entitled to develop the said property as per the plan sanctioned by the Collector Raigad, Alibag.
- The Promoters have made a Scheme for development of the said property by constructing Residential units as per the layout sanctioned by the Collector- Raigad Alibag under Reference No. L.N.A.1(B)/S.R.139/2010 dated 4th October 2011. A copy of the said plan is hereto annexed and marked as Annexure "A";
- The Collector Raigad, Alibag has issued Commencement Certificate under Sections 45 and 50 of the Maharashtra Regional and Town Planning Act, 1966 bearing Reference No. L.N.A.1(B)/S.R.139/2010 dated 4th October 2011.
- In view of the aforesaid sanction being granted, the Promoters have become entitled to develop the said property in accordance with the terms and conditions imposed by the Collector, Raigad, Alibag.
- As per the approved sanction plan the Promoters propose to develop the said property, sector wise and/or in a phased manner, buildings of ground and three upper floors consisting of Residential Flats and such other purpose/s as may be permissible by law, to be sold on Ownership basis.
- The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and have appointed a structural engineer for the preparation of structural design of the building and the Promoters accept the professional supervision of the Architect and Structural Engineer, until the completion of building/commercial complex.



KAWALJIT SINGH BANWA

AXIS BANK LTD. Court Chambers, 35, Sir Vithaldas Thackersey Marg, New Market, Mumbai - 400 020.

REGD : 6792 : 72161

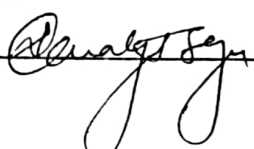

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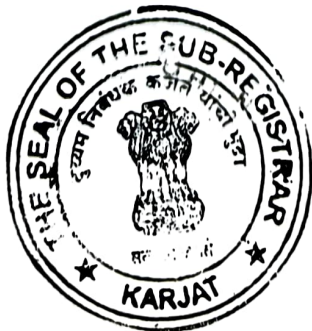
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दस्तावा प्रकार (Nature of Document)	AFS
दस्त नोंदणीचा तपशील (Registration Details) If Registrable of S.R.O.	Registrable - Karjat
दस्तावा युनिक नंबर (Frinking Unique No.)	16792
मिळकतीचे थोडक्यात वर्णन (Property Description in brief)	Village of Kasal Karjat Raigad
मोबदला रक्कम (Consideration Amount)	1250000
मुद्रांक खरेदीदाराचे नाव पक्षकार १ - नांव (Stamp Purchasers Name)	KNITRITE APPARELCO LIMITED
दस्तातील दुसऱ्या पक्षकाराचे नाव (Name of the other Party)	Venita Subodh Kachore
इत्ते असल्यास नांव व पत्ता (If Through Name & Address)	—
मुद्रांक शुल्काची रक्कम (अक्षरी) (Stamp Duty Amt.)	57600
प्राधिकृत अधिकाऱ्याची पूर्ण स्वाक्षरी व शिक्का (Authorised Person's Full Signature & Seal)	 

Customer Copy	
Deposit Slip, New Marine Lines, Mumbai	
Date :	
Pay to :	AXIS BANK LTD. Ac Stamp Du
Frinking Value	Rs. 57600
Service Charges	Rs. 10
Total	Rs. 57610
Name and address of Stamp duty paying party :	
KNITRITE APPARELCO LTD 126, N. M. Jodai Marg, Lower Parel, Mumbai - 400 01	
DD / Cheque No.	
Drawn on Bank	
(For Bank's Use only)	
Tran ID	
Frinking St. No.	
Officer	



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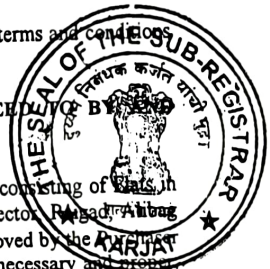
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- k. The Purchaser herein demanded from Promoters and the Promoters have given inspection to the Purchaser of all the documents of title relating to the said property, plans, designs and specifications prepared by the Architect and such other documents as are specified under the Maharashtra Ownership of Flats (regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") and the Rules made there under.
- i. Copy of Certificate of Title dated 22/11/2011 issued by the Advocate of the Promoters, copy of sanctioned Building Plan and copy of Specifications of Flat agreed to be purchased and approved by concerned local authority have been inspected by the PURCHASER separately. A copy of the Certificate of Title is hereto annexed and marked as Annexure "B";
- j. The Promoters have accordingly commenced to construct work of the said new building/commercial complex in accordance with the approved plan and prescribed terms and conditions.
- k. The Purchaser voluntarily and on his/her own has approached the Promoters for sale on "Ownership basis", Flat No. 203 admeasuring 437 sq feet carpet area (including 13 sq.ft. flower bed, 21 sq.ft. dry balcony) on the 11th Floor, Building No. 10 of the said new building/s collectively called SAMRUDDHI HILL VIEW being constructed by the Promoters on the said property. The said Flat is more particularly shown on the plan annexed hereto and marked Schedule "C";
- l. The Promoters have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Promoters, Flat No. 203, on the 11th Floor, Building No. 10 in the said building complex to be known as "SAMRUDDHI HILL VIEW" which is being constructed on the said property, hereinafter called the said Flat with full notice of the terms and conditions hereinafter appearing.
- m. Under section 4 of the "said Act" the Promoters are required to execute a written agreement for sale of Flat to the PURCHASER, being in fact these present, and also to register the said agreement under the Registration Act, however, at the expenses of Purchaser.
- n. The Promoters agreed to sell to the Purchaser a Flat at the price and upon the terms and conditions hereinafter appearing.

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



- 1. The Promoters propose to construct the said building/s on the said property, consisting of flats in accordance with the plans, designs and specification sanctioned by the Collector, Raigad, Alibag vide L.N.A.1(B)/S.R.139/2010 dated 4th October 2011 and seen and approved by the RAIGAD ALIBAG with necessary variations and modifications as the Promoters may consider necessary and proper entirely at their discretion and as per the directions of Collector, Raigad, Alibag from time to time, in that behalf. The Purchaser hereby agrees to such variations and modifications in as much as he hereby records his consent and say that he shall not at any time at all raise any objection in respect thereof.
- 2. The Purchaser declares that he has inspected and investigated the title to the said property and has before the execution of these presents, satisfied himself about the rights and title of the Promoters to the said property and upon execution hereof the Purchaser shall not be entitled to further investigate the title of the Promoters and raise requisition or objection of any nature whatsoever on any matter relating to the rights and title of the Promoters to the said property.
- (3) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Flat No. 203 on 11th Floor, Building No. 10 having carpet area of 437 sq.ft. (including 13 sq.ft. dry balcony, 21 sq.ft. flower bed) and as shown in the floor plan, hereto annexed and marked as Annexure 'C' and bounded in the red lines ("said Flat") for a total consideration price of Rupees 1250000/- (Rupees 125 LAKH & 00 Paise) (which includes proportionate price of the property cost and the common areas and facilities appurtenant to the for acquisition of the said Flat in the said building) in the building complex to be known as "SAMRUDDHI HILL VIEW". The area agreed to be sold as

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THE SUB-REGISTRAR
RAIGAD ALIBAG
PF. NO. 139/2010

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mentioned hereinabove, is worked out based on the building plans prepared by Architect appointed for this project.

(4) The Purchaser agrees to pay to the Promoters the said Purchase Price of the said Flat in the said building to be acquired by him/her as under.

(A)	At the Time of Booking:		Rs. 20,000
(B)	On or before execution of this agreement within 30 days of payment of Booking Amount		Rs. 230000
(C)	Commencement of Plinth	15%	Rs. 187500
(D)	Commencement of First Floor Slab	12.50%	Rs. 156250
(E)	Commencement of Second Floor Slab	12.50%	Rs. 156250
(F)	Commencement of Third Floor Slab	12.50%	Rs. 156250
(G)	Commencement of Roof Slab	12.50%	Rs. 156250
(H)	Commencement of Brickwork	05%	Rs. 62500
(I)	Commencement of Plaster	05%	Rs. 62500
(J)	On Flat Being Ready for Possession	05%	Rs. 62500
	Total	100%	Rs. 12,50,000

Note: Clause H & I of above payment schedule is independent of the stages of construction stated hereinabove and will become due if work has commenced irrespective of commencement of work stated in clause F & G of the above payment schedule

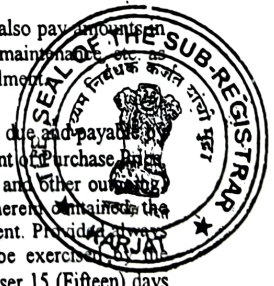
In case the above-mentioned payment is not received within 15 (Fifteen) days after issuing demand letter, interest will be charged @18% per annum. The Purchaser is and shall be solely responsible in the event of delayed payment, for ultimate delay in completion of the said building and handing over possession of the said Flat and also consequent rise in cost of construction. Time for payment of the aforesaid amounts shall be essence of the contract.

5. (a) 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 concerned authorities and other outgoings and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement by giving 15 days notice. The Promoters shall be at liberty to deal with, dispose of, or sell the Flat to such person and at such price as the Promoters may in its absolute discretion think fit. The Promoters shall refund the amount received from the Flat purchase after deducting an amount Rs. 187500 equivalent to 15% of the Agreement Value from the amount paid by the Purchaser.

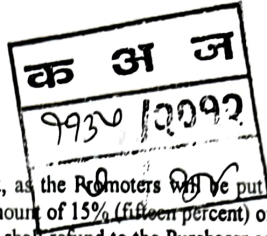
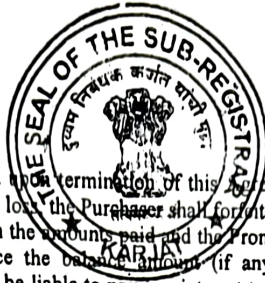
(b) PROVIDED FURTHER that the Purchaser shall pay the last instalment of the Purchase Price within 15 (Fifteen) days from the receipt of the intimation from the Promoters that the said Flat agreed to be purchased by him/her/their is ready for occupation and Purchaser failing to make payment, the Promoters shall be at liberty to exercise their other rights as set out in this Agreement including a right to terminate these presents and sell the said Flat to any other person.

(c) PROVIDED FURTHER that the Purchaser/s under this agreement shall also pay amount in respect of the MSEB charges, water charges, society formation charges, maintenance charges provided hereinafter in Clause 19 along with the payment of the last instalment.

(d) On Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this agreement (including instalment of Purchase Price) his proportionate share of taxes levied by the concerned local authority and other outgoings and Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this agreement. Provided further that the right of the termination hereon before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser 15 (Fifteen) days prior notice in writing of their intention to terminate this Agreement and specific breach and breaches of terms and conditions in respect of which it is intended to terminate the Agreement.



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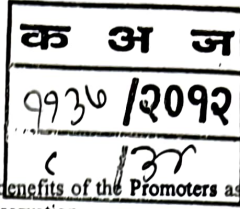


- (e) Provide further that upon termination of this Agreement, as the Promoters will be put into substantial financial loss, the Purchaser shall forfeit an amount of 15% (fifteen percent) of the Purchase Price from the amount paid and the Promoters shall refund to the Purchaser solely at their convenience the balance amount (if any) till then paid by the Purchaser. The Promoters shall not be liable to pay any interest to the Purchaser on the amount so refunded upon termination of this Agreement and subsequent to the refund of the said amount by the Promoters, they shall be at liberty to dispose off and sell the said Flat to such person or persons as the Promoters may in their absolute discretion think fit. If Promoters do not terminate these presents then and in such event, they shall be entitled to charge and the Purchaser shall be bound to pay the interest to the Promoters on the delayed payments @ 18% (eighteen percent) per annum from the due date up to the actual date of payment.
6. In the event of the Purchaser taking any loan from any financial institution or banks or any other agency, the Promoters will not be required to synchronize and/or coordinate with such banks, financial institutions or any other agency for the punctual payment to the Promoters under clause 4 above. It is agreed that any delay in sanctioning or payments of loan installments and/or otherwise will not affect the payments to be made to the Promoters as provided in clause 4 above. The payment received as and by way of loan installment from such financial agency should be paid to the Promoters within one week from receipt from such institution and this term will be binding upon the Purchaser
7. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Purchaser.
8. The Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Promoters and agrees:-
- a. That until the conveyance or any other document vesting the title of the said property in favour of Society/Company of the said complex, known as 'SAMRUDDHI HILL VIEW' as may be permissible under law is executed, the Promoters alone shall be entitled to all FSI whether available at present or in future including the balance FSI, the additional FSI whether available at present or in future including the balance FSI, the additional FSI available under D.C. Rules from time to time and/or any special concession, modification of present Rules and Regulations granting FSI, FSI available in lieu of the road widening, set back, reservation by way of Transfer of Development Right (TDR) or otherwise howsoever.
- b. That under no circumstances the Purchaser/s and/or Society/Company or any other common organization will be entitled to any FSI or shall have any right to consume the same in any manner whatsoever until the conveyance or any other document vesting the title of the said property in favour of Society / Company of the said Complex, known as 'SAMRUDDHI HILL VIEW' as may be permissible under law is executed.
- c. That the Promoters shall be entitled to develop the said property fully by constructing and/or making additions in the buildings known as 'SAMRUDDHI HILL VIEW' and/or by constructing additional Flat/ Shops / floors / structures so as to avail of the full FSI permissible at present or in future for the said property including for staircase, passage by way of purchase of floating FSI, TDR, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up of any additional construction as mentioned above and Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser or other acquirers of the Flat in such Society/Company and/or their common organization having any claim thereof or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Promoters choose. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said complex known as 'SAMRUDDHI HILL VIEW' and/or putting additional structures and/or by way extension of any structure. The document vesting the title of the said portion/land,

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Flat/Residential Unit etc. and transfer of rights and benefits of the Promoters as hereinafter mentioned shall be subject to the aforesaid reservation.

- d That the Promoters shall be entitled to sell other residential units including the open terrace/s wall or part of the said portion, basement, parking space, covered or otherwise including for use as a bank, office, shops, nursing home, restaurant, hotel, garden, display of advertisements, hoardings, well water etc., as the same may be permissible or ultimately may be permitted by the authorities concerned.
- e To execute, if any further or other writing, documents, consents etc., as required by the Promoters for carrying out the terms hereof and intentions of the Parties hereto.
- f To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc., at the costs and expenses of the Purchaser which the Promoters in their absolute discretion may deem fit for putting into complete effect the provisions of this Agreement.
9. The aforesaid consent and agreement shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said Flat is handed over to the Purchaser/s and/or possession of the said building is handed over to the Society/Company of the Purchaser of the Flats and till the conveyance or any other document vesting the title of the said property in favour of Society / Company, known as 'SAMRUDDHI HILL VIEW' as may be permissible under law is executed.
10. The Purchaser is aware that the Promoters are constructing several buildings on various other demarcated 'Buildings' of the said Original Lands of which the said property forms a part and the Promoters are also in the process of acquiring various further pieces of land (the Additional Lands) adjacent to the said Original Land. With a view to amalgamate and develop, the same along with the said Original Lands by constructing further buildings thereon in a phase-wise manner, which may necessitate further amendments to the building plans and the Purchaser hereby, gives his irrevocable consent to the same. If any residual and/or any additional FSI/TDR or any other further benefits attributable to the said "Buildings" becomes available at any time the Promoters shall be solely entitled to such benefits and shall be entitled to demolish any structure (save and except the said Buildings unless with the consent of all Purchasers of Flats in the said Buildings/Commercial complex) belonging to the Promoters and /or its nominees and to reconstruct the same or to put additional construction on any such structure as may be allowed by the sanctioning authorities and to sell or otherwise deal with same and the Purchaser will not object to and hereby gives his irrevocable consent to the same and will not be entitled to any benefits arising of the same. If any such additional construction is sold by the Promoters as a Flat, the Purchaser thereof will be entitled to join the said Cooperative Society and the Purchaser shall not object to the same.
- 11 Besides the amenities as shown in Schedule 'II', the Promoters will not provide any other extra amenities. If the Purchaser requires any extra amenities, the Purchaser on receiving possession of the said Flat, may at his cost and after obtaining permission of the Promoters in writing, execute such work. However, any alterations will be subject to approval from the Architect.
- 12 The Purchaser shall not use the said Flat, for any purpose other than the purpose for which it is allowed by the Collector Raigad, Alibag and other Authority. The Purchaser shall not use the same for any other purpose, which may or is likely to cause nuisance or annoyance to the occupants of the premises in the said building, or the Promoters or occupiers of the neighboring properties nor shall he use if for any illegal or immoral purpose. The Purchaser shall not operate a wine/liquor shop in the said Flat. He specifically covenants that he will not carry on the business of sale of wine/liquor of whatsoever nature in the said Flat.
- 13 The Purchaser shall not sell or otherwise transfer or give on Rental or Leave and License basis her/his Flat premises until the Co-operative Society is formed and registered. Any such transaction of sale/transfer/assignment/rental shall not be binding on the Promoters and the Purchaser shall continue to be liable, accountable and responsible to the Promoters and the Co-operative Society for earlier outstanding liabilities, current and future liabilities in respect of his/her Flat premises and he/she alone shall be entirely responsible for the consequences that may follow from any such transaction.

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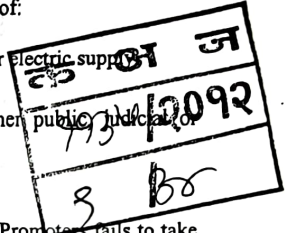
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14 The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all dues payable by the Purchaser to the Promoters under this Agreement are fully paid-up and only if the Purchaser has/have not been guilty of breach for non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have intimated the same in writing to the Promoters PROVIDED HOWEVER that the Purchaser will be entitled to create an equitable mortgage or such security of the said Flat in favour of any bank/financial institution for the purpose of securing the housing loan taken by him/her to acquire the said Flat but shall be solely liable to repay at his/her own cost and consequence.

15 The possession of the said Flat shall be delivered to the PURCHASER after the said Flat is ready for use and occupation provided all amounts due and payable by the Purchaser under this Agreement along with the stamp duty and registration charges and other amounts as detailed in Clause 19 herein-below, in respect of the said Flat are duly paid by the Purchaser. The Promoters shall give possession of the said Flat within 24 (twenty four) months from the date of commencement of construction/booking whichever is later. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date, if the completion of the Building/Commercial Complex is delayed on account of:

- i) Non-availability of steel, cement, other building materials, water or electric supply
- ii) War, civil commotion or Act of God
- iii) Any notice, order, rule, notification of the Government or other public authority or competent authority
- iv) Any other reason beyond the control of the Promoters



16 If the Purchaser within the stipulated periods as intimated aforesaid by the Promoters fails to take possession of the said Flat on any account, such as non payment of the price to the Promoters or any other reason, the Purchaser shall be liable to bear and pay the proportionate share (in proportion to the floor area of the said Flat) of outgoings in respect "the said property" and building, namely, local taxes, betterment taxes or such other levies imposed by concerned local authorities and/ or Government water charges, insurance, common light, repairs and salaries of clerk, bills collectors, chowkidars, sweepers and all the expenses necessary and incidental to the management of the said land and the Building from the date of possession of the said Flat. The Purchaser shall pay to the Promoters or his agent such proportionate share of outgoing, as may be determined until the Cooperative Society is formed and the said property and building is transferred to the Cooperative Society. The Purchaser shall pay to Promoters or his agent, provisionally monthly contribution of Rs. 950/- (Rupees Nine hundred and fifty only) per month, or as demanded by the Promoters as per the actual liability paid. The aforesaid amount shall not carry any interest and shall remain with Promoters until a conveyance as aforesaid is executed and registered in favour of Cooperative Housing Society. On such conveyance being executed and registered, the aforesaid deposit (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society. The Purchaser undertakes to pay such monthly contribution and such proportionate share of outgoings, on 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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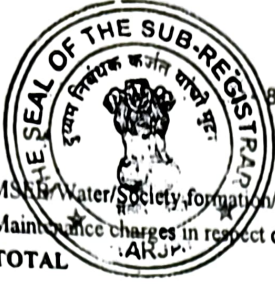
17 The Purchaser shall inspect the said Flat at the time of taking possession and shall immediately bring to the notice of the Promoters any defect in the Flat and such defects shall be rectified by the Promoters at his own costs, within a reasonable time.

18 Notwithstanding anything contained elsewhere in this Agreement, the Purchaser shall alone be liable to bear and pay electricity bill (From the date of installation of meter), in respect of his/her said Flat and also for payment of municipal taxes and all other outgoings in respect of his said Flat from the date of possession irrespective of the fact whether or not he/she has taken possession of said Flat as intimated by Promoters.

19 The Purchaser shall on or before delivery of possession of the said Flat, keep deposited with the Promoters the following amounts, which shall remain with the Promoters, till the conveyance of the said property and building is executed and the Promoters shall be responsible and/or accountable to the Purchaser for the deposit received by the Promoters under this clause:-



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1. M.S.E.B. Water/Society formation/ Club membership charges.
 2. Maintenance charges in respect of the Flat for 12 months.
- TOTAL**

Rs.
81875
11250

93125

- 20 All the charges like electricity meter deposit of M.S.E.B., cost of meter, meter testing, common board with jail-shelter, earthing, service charges in connection therewith, cost of underground cable, cable lying and all sort of expenses shall be borne and paid by all the Purchaser proportionately and is included in Clause 19 (1) hereinabove. Bachare
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- 21 If it is required to install a Transformer as per M.S.E.B.'s direction, entire expenses and cost in connection with the installation of transformer (material + installation + labour + overheads and incidental expenses etc.) shall be exclusively borne and paid by the Purchaser proportionately along with other purchasers. WM
- 22 The Purchaser along with the other purchasers of Flats in the building shall join in forming and registering the Cooperative Society to be known by such names as the Promoters may decide and for this purpose and also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and registration of the Society and duly fill in sign and return to the Promoters within fifteen days of the same being forwarded by the Promoters, so as to enable Promoters to register the organization of the Purchaser under Section 10 of the said Act, within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of construction Sale, management and transfer) Rules 1963. No objection shall be taken by the Purchaser if any change or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.
- 23 Unless it is otherwise agreed to by and between the Parties hereto the Promoters shall, within a reasonable period from the registration of the Society, transfer to the Society all the rights, title and the interest of the Promoters in respect of the plot of the land delineated in red colour in the map attached herewith as Annexure together with the Building standing thereon by obtaining or executing the necessary conveyance/lease (or to the extent as may be permitted by the Authority) and the said building in favour of such society and such conveyance/lease shall be in keeping with that terms and provisions of this Agreement. An Apex Society, in which all the societies in the SAMRUDDHI HILL VIEW, as well as those Societies developed by the Promoters in the vicinity of SAMRUDDHI HILL VIEW, will be its member, shall be formed who will manage and maintain all the common amenities provided therein.
- 24 The Purchaser shall bear and pay the all expenses relating to stamp duty and registration expenses pertaining to this Agreement. The Purchaser shall be liable/required to pay all such levies, charges, taxes by whatever named called including but not limited to service tax, VAT and such other taxes as may be presently applicable or levied in future to the extent that the same pertains to this Agreement and the transaction contemplated therein and the Promoters shall not be responsible or liable for the same.
- 25 It is further expressly agreed by and between the Parties hereto that at the time of registration of final conveyance/lease deed of the land delineated in red colour in the map attached herewith as Annexure together with the building standing thereon in favour of the Society, the Purchaser shall bear and pay to the Promoters, the Purchaser's proportionate share in the stamp duty, registration fees as well as the entire cost of profession fees of Attorneys and Advocate of the Promoters and other incidental expenses payable on such final conveyance/lease and the Promoters shall not be held responsible to pay any contribution towards such expenses. The Promoters will give 15 (fifteen) days notice to each Purchaser, for depositing the said amount, failing which the Promoters shall not be liable and responsible for delay in registration of final conveyance/lease deed and for all sorts of consequences that may follow on account of delay in execution and registration of Final conveyance/lease deed.
- 26 Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said Flat or of the said property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat hereby agreed to be sold to

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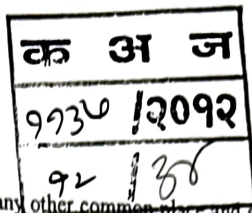
him and all open space, parking, lobbies, staircases, terrace, recreation space, etc. will remain the property of the Society as herein before mentioned.

- 27 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the Agreement or any forbearance or giving of time to the Purchaser by the Promoters shall not be construed 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 and the same shall not in any manner prejudice the rights of the Promoters.
- 28 It is agreed that upon completion of all the buildings proposed to be constructed as per the sanctioned layout and/or amended layout and the Promoters have consumed entire FSI available on the said property and all the Purchaser/s of the buildings having paid entire consideration in respect of their respective Flats, the Promoters shall take step to form a Cooperative Society/Company of all the Purchaser/s. The Purchaser agree/s and consent/s not to raise any demand and dispute or objection in that regard.
29. The Purchaser himself/herself/themselves with an intention to bring all persons into whomsoever hand the said Flat may come, doth hereby covenant with the Promoters as follows:-
- To maintain the said Flat at Purchaser's own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the said Flat and the building in which the said Flat is situated its staircase or any passage which may be against the rules, regulations, or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated.
 - Not to store in the Flat or on appurtenant land any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of the structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including entrances and in case any damage is caused on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
 - To carry out at his own cost all internal repairs to the said Flat and maintain it in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done any thing in or to the said Flat which may be governed under the rules, regulations and bye-laws of such Housing Society/Company, the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned person or local authority.
 - Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and to keep the portion, sewers, drains, pipes in good tenantable condition, and in particular so as to support shelter and protect the other part of the building and shall not chisel or in any other manner damage to columns, beams walls, slabs, or RCC pardsis or other structural members of the building without prior written permission of the Promoters and/or the Society/company, as and when formed.
 - Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building or any part thereof or whereby by any increased premium shall become payable in respect of the insurance, if any.
 - Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the land/properties.
 - Not to pave or remove soil or sand from the appurtenant area pertaining to the building.

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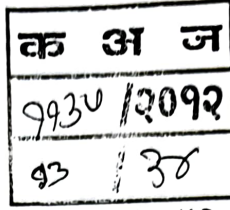
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- h. Not to keep anything in the common passage, walls or any other common place and except the name-plate of reasonable size to hang any sign boards, hoardings, name boards etc., in passage or inner or outer wall of the said Flat.
- i. On and from the receipt of a notice from the Promoters to take possession of the said Flat, the Purchaser shall pay regularly to the Promoter or Society/Company as the case may be the outgoings in respect of the said Flat including the outgoings in respect of all the common amenities.
- j. The Purchaser shall not let, sub-let, transfer assign or part with Purchaser interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s 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 terms and conditions of this Agreement and without obtaining prior written permission of the Promoters.
- k. The Purchaser shall observe and perform all the rules and regulations, which the Society/company may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and for the observance and performance of the rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Company regarding the occupation and the use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms of this agreement.
- l. Until a conveyance of the said property is executed the Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and said Flat or any part thereof to view and examine the state and conditions thereof.
- m. Pay to the Promoters within 15 days of demand by the Promoters his share of security deposit demanded by concerned Local Authority or Government of giving water, electricity or any other services connection to the building in which the said Flat is situated:
- n. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government authority and/or other authority on account of change of user of the Flat by the Purchaser viz user for any purpose other than for residential purpose and in case of commercial premises the said use defined by the respective authority.
30. The Purchaser hereby agrees to pay all the amount payable under the terms of this Agreement as and when they become due and payable from time to time in this respect, the time being essence of the contract. Further the Promoters are not bound to give notice requiring payment and failure of giving notice as contemplated by clauses hereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due date.
31. If any amount due under this Agreement from the Purchaser remains unpaid then the Promoters shall have a first lien and charge on the said Flat agreed to be acquired by the Purchaser.
32. The Purchaser hereby specifically declares that he/she has satisfied himself/herself about the method adopted for calculating area of the said Flat, details of carpet area, wall thickness, balcony area, proportionate area, common passage and staircases as per plan attached herewith. The Purchaser, therefore, hereby specifically agrees that he/she shall not raise any dispute about the area of the said Flat later on.
33. All letters, notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by under certificate of posting at his/her address specified hereinabove in this Agreement.
34. The Purchaser hereby grants his/her/their irrevocable consent to the Promoters (subject to the rights of the Purchaser in the said Flat) to enable the Promoters to further mortgage the said Lands or part thereof alongwith the said buildings/commercial complex to be constructed, to enable the

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Promoters to augment the funds of the Promoters for the development of the said Property. The Promoters shall clear the mortgage debt in all respects before the execution of the conveyance/lease to be executed in pursuance hereof.

- 35 If there be any increase in Government valuation, stamp duty, registration fees, etc., in future, the Purchaser alone shall be liable and responsible for making payment/discharging said liability even with retrospective effect and the Promoters shall in no way liable or responsible for the same.
- 36 This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act 1963.
- 37 The terms and conditions contained in these presents shall be binding not only on the Purchaser for the time being but also on his heirs, executors, administrators and permitted assigns and every person deriving title through or under him in respect of the premises agreed to be purchased and acquired by the Purchaser under these presents.
- 38 The Promoters shall be entitled to alter the terms and conditions (including change of user) of any agreement relating to the unsold flats/shops in the said Building/Commercial Complex of which the said Flat forms part and the Purchaser shall have no right to require the endorsement thereof or any of them at any time.
- 39 The Purchaser hereby declares that he had entered into this Agreement, after going through it and with knowledge of the terms and conditions herein contained.

SCHEDULE 'I'

(Description of the property land)

All these pieces and parcels of land within the Village Diksal, Taluka Karjat, District Raigad, within the local limit of gram panchayat Umroli and sub registrar Karjat as follows.

Survey No	Hissa No	H-R-P	Acres
9	2A4	0-20-0	0.500
9	4	0-41-0	1.025
9	6A4	0-22-0	0.550
9	2A5	0-01-0	0.025
		0.84.0	2.10

The said property is bounded as follows:

On or towards East:
On or towards West
On or towards North:
On or towards South:

Government Road & Survey No. 6/1, 6/3
Boundary of Survey No. 9/3, 9/2/2 & 9/2/3
Government Road
Boundary of Survey No. 9/5

SCHEDULE 'II'
(In-flat Amenities)

24" x 24" Vitrified Floor Tiles and anti skid tiles for bathroom/WC
Acrylic Distemper paint inside wall and weather shield over external walls
Green Marble / Black Granite platform with SS sink
Powder Coating Aluminum Sliding Window with marble / Black Granite sill
Wooden door frame and flush doors at main, bedrooms and waterproof door at WC & bath
Concealed plumbing with standard fittings and fixtures
Geyser in Bathroom
Concealed electric wirings
Grill on each window of the flat



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IN WITNESS WHEREOF THE PROMOTERS and the PURCHASER have signed below this Agreement on the date, month and the year first hereinabove mentioned.








	Photo	Signature	Thumb Impression
Signed Sealed and Delivered by the within named PROMOTER KNITRITE APPARELCO Limited through its authorized signatory NIMAL DHOT		Knitrite Apparelsco. Ltd. <i>Nimal Dhot</i> Authorised Signatory	

	Photo	Signature	Thumb Impression
Signed Sealed and Delivered by the within named Purchaser minita Subodh Kachare		<i>M. Subodh</i>	
Signed Sealed and Delivered by the within named Purchaser Subodh Tukaram Kachare		<i>S. Kachare</i>	

Witness:

Name	Address	Signature
<i>Mr. Prashant Konde</i>	Unit 3-5 Neeru Silk Mills, Mathuradas Mill Compound, N M Joshi Marg, Lower Parel, Mumbai 400013	
<i>Mr. Nishu Ghatge</i>	Unit 3-5 Neeru Silk Mills, Mathuradas Mill Compound, N M Joshi Marg, Lower Parel, Mumbai 400013	

RECEIPT

Received of and from the PURCHASER above named, the sum of Rs. 2,50,000/- on or before this Agreement from time to time. This sum being 20% of the total sale price of the Flat, as advance payment mentioned in Clause 4 of this Agreement.

Dated



For KNITRITE APPARELCO Limited
Nimal Dhot
 Authorised Signatory
 The Promoters

बाधले :

- १) श्री.जिनेंद्र कन्हैयालाल नाहर, रा.श्रीम अपार्टमेंट, सी-११५, डॉ.किशोरी (पुर्व), ता.करमळ, जि.ठाणे यांचा अर्ज दिनांक १५/०५/२०१०.
- २) तहसिलदार कर्जत जिल्हा रायगड यांजकडील पत्र क्र.मरा/बिनरोती परवानगी/के.नं.५३/१०.
- ३) दिनांक २५/०८/२०१०.
- ४) सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांजकडील पत्र जा.क्र.ससंनर-नाश/बा.प./मीजे डिकसक/ता.कर्जत/अ.क्र.९/२अ/४ व इतर/२८२९ दिनांक २४/०६/२०११.
- ५) जिल्हा आरोग्य अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांचेकडील पत्र जा.नं.राजिप/आरोग्य/पनपसईपी/५९८१/१० दिनांक ०८/०६/२०१०.
- ६) कार्यकारी अभियंता(बांधकाम), रायगड जिल्हा परिषद, अलिबाग यांचेकडील पत्र क्र.राजिप/बांधा/सीबी-१/४५४४/२०१० दिनांक १०/०८/२०१०.
- ७) महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ व त्याखालील नियम.
- ८) महाराष्ट्र जमीन महसूल(जमिनीच्या बांधकाम बदल व अकृषिक आकारणी) नियम, १९६९
- ९) या कार्यालायी संजूर टिपणी दिनांक ०४/१०/२०११.

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११३०/२०१२
११/०६

क्र.मरा/एल.पन.प.१(ब)/पस.आर.१३६/२०१०
जिल्हाधिकारी रायगड यांचे कार्यालय
अलिबाग, दिनांक :- ४/१०/२०११.

आदेश

मीजे डिकसक, तालुका कर्जत येथील खालील वर्णनायी जमीन श्री.जिनेंद्र कन्हैयालाल नाहर यांच्या नावे हक्कनोंदीस दाखल आहे.

स. नं.	दि. नं.	क्षेत्र हे. आर	आकार रु. पेसे
१	२अ/४	०-२०-०	०-०६
१	२अ/५	०-०१-०	—
१	४	०-४१-०	४-००
१	६अ/४	०-२२-०	१-४४
एकूण		०-८४-०	—

वरीलप्रमाणे ०-८४-० हे.आर. क्षेत्राची निवासी या कारणासाठी बिनरोती व बांधकाम परवानगी मिळवण्याकरिता श्री.जिनेंद्र कन्हैयालाल नाहर यांनी अर्ज दिलेला आहे. अर्ज ठराविक सन्म्यांत दिलेला आहे. अर्जासोबत जोडलेल्या सर्व हक्कनोंद उतत्त्वाचकन व तहसिलदार कर्जत यांच्या अहवालावरून असे दिसून येत आहे की,

- अ) जमिन अर्जदार यांचे खुद्द मालकीची आहे, त्यामध्ये दुसऱ्या कोणाचीही भागीदारी नाही.
 - ब) जमिनीवर सारखाचा बांधा नाही.
 - क) जमीन मूढनियंत्रण रेषेच्या बाहेर आहे.
 - ख) जमीन भूसंपादनाखाली येत नाही.
 - ड) जमीन ग्रामपंचायत डमरोली यांचे कार्यक्षेत्रात आहे.
 - ए) जमिनीवरून अतिदाबाध्या विपुल पाऊस हारा जात नाहीत.
 - फ) सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांनी त्यांच्याकडील पत्र दि. २४/०६/२०११ अन्वये निवासी कारणासाठी बिनरोती परवानगी ले आऊट प्लॅन व बांधकाम प्लॅन मंजूरीकरिता शिफारस केली आहे.
 - ग) प्रचलित बांधकामाचे नियम व रस्ता नियंत्रित रेषेचे नियम पाळून निवडित बांधकाम करण्यात येणार आहे.
 - ग) महाराष्ट्र जमीन महसूल अधिनियम १९६६ व त्याखालील बिनरोती नियमातील तरतुदींचे पालन करण्याचे अर्जदार यांनी मान्य केले आहे.
- प्रस्तुत प्रकरणी तहसिलदार कर्जत यांनी त्यांचेकडील पत्र दिनांक २५/०८/२०१० अन्वये सदर जमिन अर्जदार यांना धारसाह्मकाने प्राप्त झाली असून गाव कागदोपत्री केव्हाही



व गावनकरा पाहता स.क्र.१०/०, १२/५ व १२/६ या मिळकतींना गावठाणाचा दर्जा प्राप्त झाल्याबाबत कोणतीही नोंद विसून येत नाही असे कळविलेले आहे. त्यामुळे गाव अभिलेखाची फेरपडताळणी करून तसेच महसूल विभागाच्या दिनांक ०१/०८/२००९ च्या परिपत्रकाप्रमाणे पुनर्वसीत/पिस्तारीत गावामध्ये पुरवणवाच्या नागरी सुविधा सदर ठिकाणी पूर्ण झाल्या आहेत किंवा नाही याबाबत तहसिलदार कर्जत यांच्याकडून अभिप्राय मागविलेले आहेत. तसेच सदर पत्राव्यये या कार्यालयीय कळविलेले आहे की, दिनांक ३०/०५/२०११ रोजीच्या पत्रातील अभिप्रायावर तुर्तिस कार्यवाही करण्यात येणू नये. वर महसूल केल्याप्रमाणे आपण पत्र दि.०५/१०/२०१० अन्वये कळविले होते की, मीजें गारपोली येथील स.क्र.६८ व मीजें डिकसळ येथील स.क्र.१२/३, १२/४, १२/५ व १०/० या जमिनीस गावठाणाचा दर्जा प्राप्त करून दिला आहे. त्यानुसार या कार्यालयाने पत्र दि.२८/०१/२०११ अन्वये तळ+२ मजला बांधकामासाठी मंजूरीची शिफारस केली होती. आता आपल्या पत्र दि.०८/०६/२०११ अन्वये नमूद केलेल्या बाबीस अनुसरून विषयविकित्त आगेविल विनशेती व बांधकाम प्रकरणी योग्य निर्णय घ्यावा. ही विनती सदर निर्णयास अधिन राहून प्रकृती खस्तीप्रमाणे अभिप्राय कळविण्यात येत आहेत. मुंबई महानगर प्रदेशा विकास प्राधिकरण यांचेकडील पत्र दि.०४/०२/२०११ अन्वये विषयविकित्त आगेत १२.२ मी.उंचीच्या मर्यादित तळ+२ मजला बांधण्यास मान्यता दिलेली आहे. तदनुसार आपणाकडील पत्र दि.०४/०६/२०११ अन्वये बांधकाम परवानगीच्या अनुषंगाने अभिप्राय देणेबाबत या कार्यालयास कळविलेले आहे. अर्जदाराने सादर केलेल्या मोजणी नकाशाप्रमाणे जागेच्या सर्व हद्दी जुळवा आहेत. नियोजित बांधकामाच्या नकाशाची छाननी केली असता बांधकाम नकाशे व स्थलदर्शक नकाशे हे विकसित नियंत्रण नियमावलीनुसार नसून त्यामध्ये काही दोष विसून आले आहेत. हे दोष दुर करण्यासाठी नकाशावर योग्य ते बदल ठिरव्या रंगाने केले आहेत. सूच्य अर्जदाराने सादर केलेल्या बांधकाम व स्थलदर्शक नकाशाप्रमाणे तसेच ठिरव्या रंगाने केलेल्या बदलाप्रमाणे घरील जागेत बांधकाम परवानगी पत्रातील शर्तींना अधिन राहून घेण्यास या कार्यालयाची काहीही हरकत नाही, असे अभिप्राय दिले आहेत.

जिल्हा आरोग्य अधिकारी, रायगड जिल्हा परिषद, अलिबाग धांती त्वांचेकडील पत्र दिनांक ०८/०६/२०१० अन्वये, मीजें डिकसळ, ता.कर्जत, जिल्हा रायगड येथील सर्व नंबर १/२अ/४ व इतर क्षेत्र ०-८४-० या जागेची आरोग्य दृष्ट्या पाहणी केली असता सदरची जागा निघासी/धाणिष्य कारणासाठी विनशेती करणेसाठी माहुरकत दाखला देणेत येत आहे, असा अहवाल सादर केला आहे.

कार्यकारी अभियंता (बांधकाम), रायगड जिल्हा परिषद, अलिबाग धांती त्वांचे कडील पत्र दिनांक १०/०८/२०१० अन्वये, सादर जागा रा.मा.३५ ते साणगांव त.ह.रेडी, बेकडे, आसळ, भुतिवळी पाळी ते रा.मा.३५ धामीण मार्ग ता.कर्जत च्या लगत असून प्रस्तावीत बांधकाम नियमानुसार योग्य अंतरबाह्ये आहेत. तरी, सादर प्रस्तावास निघासी कारणासाठी विनशेती करणासाठी पत्रातील अटीवर माहुरकत दाखला देणेत येत आहे, असे अभिप्राय दिले आहेत.

घडील परिस्थिती विचारात घेता, अर्जदार धांती निघासी कारणासाठी विनशेती व बांधकाम परवानगी घेण्यास इच्छा विसत नाही. म्हणून महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४४ व त्याखालील नियमानुसार जिल्हाधिकारी रायगड धांती प्रदान करणेत आलेल्या शक्तीनुसार व महाराष्ट्र जमीन महसूल(जमिनीच्या बांधकाम बदल व अकुषिक आकाशी) नियम, १९६९ मधील तरतूदीनुसार श्री.जिनेंद्र कडवालाल नाहर यांस खालील जमिनीची विनशेती व मंजूर नकाशाप्रमाणे बांधकाम परवानगी निघासी या कारणासाठी खालील शर्तीवर घेण्यात येत आहे.

गावाचे नाव	स. नं.	हि. नं.	क्षेत्र हे. आर.	आकार व.पैस
मीजें डिकसळ ता.कर्जत	१	२३/४	०-२०-०	०-०६
	१	२३/५	०-०१-०	—
	१	४	०-४१-०	४-००
	१	६अ/४	०-२२-०	१-४४
एकूण			०-६४-०	—

क अ ज
११३५/२०१२
२१/१३६



क अ ज

१९३७ / २०९२

२२ / १९७६

शर्ती :

- १ महाराष्ट्र जमीन महसूल अधिनियम १९६६ व त्याखालील नियमांस अधिन राहून निवासी या कारणासाठी विनशेती व बांधकाम परवानगी देण्यांत आलेली आहे.
- २ ज्या कारणावरिती विनशेती व बांधकाम परवानगी देण्यांत आलेली आहे त्याच कारणासाठी संबंधित जमीन व त्यावरील बांधकामाचा उपयोग केला पाहिजे. विनशेती जमिनीचा भाग अगर त्यातील बांधकामाचा कोणताही भाग नियोजित विनशेती उपयोगाखेरीज अन्य विनशेती उपयोगाकडे जिल्हाधिकारी यांच्या पूर्व मंजूरीखेरीज वापरता कामा नये. या शर्तीसाठी बांधकामाच्या वापरवरून विनशेती जमिनीचा उपयोग कोणता हे ठरविणेत येईल.
- ३ संबंधित विनशेती जमिनीची प्लॉटची अगर सब प्लॉटची विभागणी जिल्हाधिकारी यांच्या पूर्व मंजूरीशिवाय करता कामा नये.
- ४ अर्जासोबत जोडलेला हे आऊट व बांधकाम नकाशा हिरव्या रंगाने फेरफार केल्याप्रमाणे खालील शर्तीवर मंजूर करणेत येत आहे. नकाशात दर्शविल्याप्रमाणे नियोजित बांधकाम करण्याचे अपुन बाकीचे क्षेत्र खुले ठेवण्याचे आहे.
- ४(१) विषयविक्रित जागोस स्थलदर्शक नकाशावर दर्शविल्याप्रमाणे व संबंधित वास्तुविशारदांनी दिनांक २०/०१/२०११ अन्वये प्रमाणित केल्यानुसार उपलब्ध पोंच रस्त्याच्या अनुवर्गाने काही घाट निर्माण झाल्यास त्याची जबाबदारी अर्जदार/जमिनमालक यांची राहिल. तसेच रस्ता रुंदीकरणखालील क्षेत्र नियोजन प्राधिकरणाकडे हस्तांतरित करणे आवश्यक राहिल.
- ४(२) वरील जागोचा व नियोजित इमारतीचा वापर फक्त कमी उत्पन्न गटाच्या निवासी या कारणासाठी करण्यांत याया व बांधकाम मंजूर नकाशाप्रमाणे असावे.
- ४(३) स्थलदर्शक नकाशावर दाखविल्याप्रमाणे नियोजित बांधकामापासुन पुढील,मागील व बाजूचे अंतरे प्रल्पक्षांत जागेवर असली पाहिजेत. त्याखालील जागा कायम खुली ठेवावी.
- ४(४) नियोजित बांधकाम हे नकाशावर प्रस्तावित केल्याप्रमाणे तळमंडू मजला कापेक्षा जास्त असू नये.
- ४(५) नियोजित इमारतीसाठी आवश्यक असणाऱ्या पाण्याची सोय तसेच सांडपाण्याची व मैला निर्मूलनाची व्यवस्था नसल्यास प्रत्यक्ष वापरापूर्वी अर्जदाराने केली पाहिजे.
- ४(६) नियोजित बांधकामात मंजुरी पेक्षा वेगळे बदल करायचाचे असल्यास किंवा वापर बदलायचाचा असल्यास पूर्व परवानगी घेणे आवश्यक आहे.
- ४(७) साडाकी इक्याबाबत तसेच पोथरक्याबाबत काही घाट निर्माण झाल्यास त्याची जबाबदारी अर्जदार/जमिनमालक यांची राहिल.
- ४(८) प्रकाश व वायुप्रजन यासाठी विद्युत्काचे क्षेत्र हे त्या संबंधीत खोलीच्या क्षेत्राच्या ४/६ पेक्षा कमी असू नये.
- ४(९) नियोजित बांधकामामुळे भूखंडावर असलेल्या कोणाच्याही वडिवाटीचे इक्याचा भंग झेणार नाही याची जबाबदारी अर्जदार/जमिनमालकाने परस्पर घेतली पाहिजे.
- ४(१०) विषयविक्रित रेखांकनामधील भूखंडामध्ये बांधकाम करताना IS- CODE- 13920-1993 भूकंप रोधक RCC डिझाईन नुसार बांधकाम घटकांचे नियोजन अर्जदारास म्हणूनचल जमिनीवर यावेकडून करून घेणे आवश्यक असून त्यांचे वेळवेळींसाठी नियोजित इमारतींचे बांधकाम पूर्ण करणे अर्जदार/विकास कर्ता यांचेवर बंधनकारक राहिल.
- ४(११) अर्जदार यांनी सावर केलेली माहिती व कागदपत्रे चुकीची अथवा दिशाभूल करणारी आढळल्यास सदरपी परवानगी रद्द समजण्यात यावी.
- ५ वरील जमिनीच्या क्षेत्रातील बांधकामाचा नकाशा, महाराष्ट्र जमीन महसूल (जमिनीचा वापरवरील बदल व अर्थिक आकारणी) नियम १९६९ मधील परिशिष्ट क्षेत्र मधील तरतुदींस अनुसरून मंजूर करण्यांत आलेला आहे. त्या मंजूर खेेननुसार संबंधित अधिकारी यांच्या मंजूरीशिवाय कोणताही फेरबदल करता येणार नाहीत.



- 32 चाईरप अर्जदार यांचेवर राहिल त्यास शासन अथवा कोणतेही शासकीय अधिकारी, कर्मचारी-जबाबदार असणार नाहीत तसेच अर्जदार हे फौजदारी व विवाणी कारवाईस पात्र राहतील.
- या बिनशेती परवानगी आवेशातील सर्व शर्ती अर्जदार/मालक/भूयंत्रधारक यांच्यावर बंधनकारक राहतील. वरील शर्तीचा अगर सनवेतील शर्तीचा अर्जदार याने भंग केल्यास बिनशेती परवानगी रद्द करण्यांत येईल व या खेरीज अर्जदार हे जमीन महसूल कायदा व त्या खालील नियम, सरकारी ठराव व आदेशांप्रमाणे कारवाई व दंडास पात्र होतील.



सही/-
(एच.के.जावळे)
जिल्हाधिकारी रायगड
अलिबाग

प्रत :- श्री.जिनेंद्र कन्हैयालाल नाहर, रा.स्लीम अपार्टमेंट, बी-११५, डोंबिवली(पुर्व), ता.कल्याण, जि.ठाणे यांस माहितीसाठी.

२/- सोबत मंजूर प्लॅनची प्रत जोडली आहे.

प्रत :- तहसिलदार कर्जत यांचेकडे पुढील कार्यवाहीसाठी

२/- याकामी अर्जदार यांचेकडून बिनशेती उपयोग सुरु झाल्याची समज येताच जरूर ती पुढील कार्यवाही करणेत यावी.

प्रत :- उप अधिक्षक भूमि अभिलेख कर्जत यांजकडे माहितीसाठी स्वान्त.

प्रत :- सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांजकडे माहितीसाठी सन्नेह रवाना.

प्रत :- मुख्य कार्यकारी अधिकारी, रायगड जिल्हा परिषद, अलिबाग यांस माहितीसाठी रवाना.

प्रत :- तलाठी सजा विभवली, ता.कर्जत यांना माहितीसाठी व पुढील जरूर त्या कार्यवाहीसाठी.

प्रत :- मा. विभागीय आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांजकडे माहितीसाठी सधिनय सादर.

प्रत :- एल.एन.ए.हॅण्ड फाईलसाठी.


जिल्हाधिकारी रायगड करिता...



क अ ज
9936/2012
24 / 38

C.B. GSWAL

ADVOCATE
B.com LL.B

Dinkar - Nbnkar Appt, Mahavir Peth Karjat, Tal. Karjat, Dist Raigad Phone 223055

Date: 22/11/2011

क	ज
7934	12092
	138

SEARCH AND TITLE REPORT

Report on title of the property bearing Survey No. 9/6A4, 9/2A5, 9/4, 9/2A4 of the Village DIKSAL, Tal Karjat, Dist - Raigad owned by M/S Knlritre Apparelco Ltd Through its authorised signatory Mr. Pawan Somani. This certificate is in continuation of a title report issued dated 2/11/2009.

I have investigated the title of :

SURVEY NO.	HISSA NO.	AREA H. R.	ASSESSMENT Rs. Ps.
9	6A4	0-20-0	200-00
9	2A4	0-20-0	200-00
9	2A5	0-01-0	10-00
9	4	0-41-0	420-00

At village Diksal, Tal - Karjat, Dist - Raigad. In connection with the same I have perused the Revenue Record and other documents of title furnished to me for my investigation.

So also I have perused the Revenue Record and satisfied that the property has been transferred in the name of the persons mentioned in the property extracts. The entries in the mutation Register have been duly certified by the competent authority.

I have taken the necessary search of Registration Index from the office of Sub Registrar, Karjat which were made available for the period 02 years i.e. 2009 to 2011.

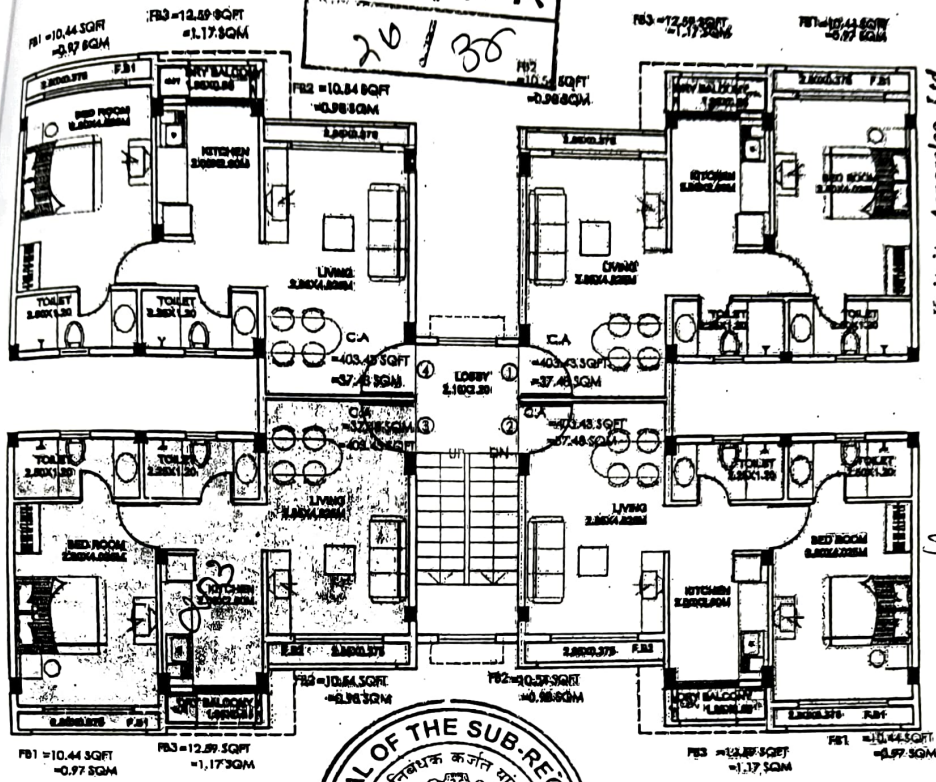
As discuss above the title of the above properties as described above owned by M/s Knlritre Apparelco Ltd herein above mentioned is clear, marketable and unencumbered.


Advocate



क अ ज
 9934/2092
 20/35

Annexure - C



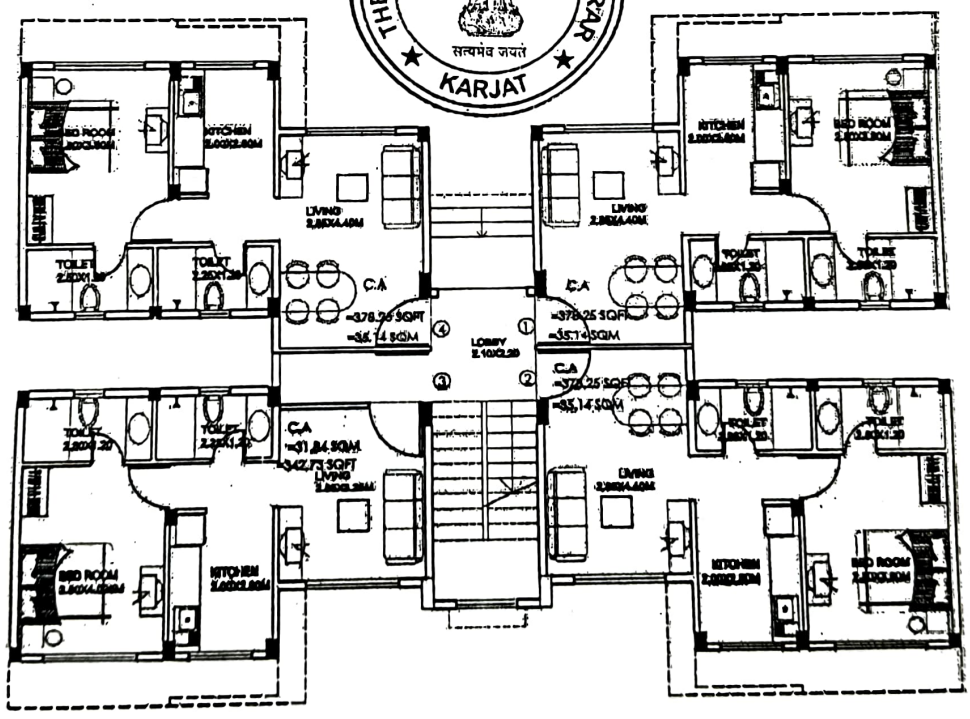
Knitrite Apparels. Ltd.

Vishal Singh
 Authorised Signatory

Bachan
 Bachan



TYPICAL FLOOR PLAN - 1 BHK



GROUND FLOOR PLAN - 1 BHK.

BUILDING NO. 9 & 10 (1BHK)



दस्ताक्रमांक व वर्ष: 795/2012

Friday, February 03, 2012

11:51:16 AM

दुय्यम निबंधक: कर्जत

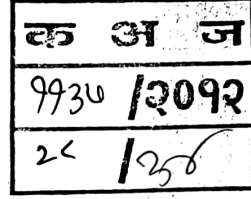
सूची क्र. दोन INDEX NO. II

गावाचे नाव : डिकसळ

नोटणी 63 म

Regn. 63 m a

(1) विलेखाचा पकार, मोबदल्याचे स्वरूप मुखत्यारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 0.00
बा.भा. रू. 0.00



(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: दस्तात नमूद केल्याप्रमाणे

(3) क्षेत्रफळ (1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. निट्राईट अॅपेरल्को लि. तर्फे डायरेक्टर विमत धुत - - : घर/प्लॅट नं: एन एम जोशी मार्ग लोअर परेल; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादीचे नाव व संपूर्ण पत्ता (1) अमित सदानंद कडव - -; घर/प्लॅट नं: गारपोली ता कर्जत; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: - (2) संदीप शिवाजी शिंदे - -; घर/प्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -

(7) दिनांक करून दिल्याचा 27/01/2012

(8) नोंदणीचा 03/02/2012

(9) अनुक्रमांक, खंड व पृष्ठ 795 /2012

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 500.00

(11) बाजारभावाप्रमाणे नोंदणी रू 100.00

(12) शेरा

दुय्यम निबंधक कर्जत





दस्तावेजांचा क्रमांक व वर्ष: 1137/2012

Thursday, February 23, 2012

11:00:37 AM

दुय्यम निबंधक: कर्जत

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : डिकसळ

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,250,000.00 बा.मा. रु. 694,600.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: मोजे-डिकसळ, ता. कर्जत येथील स.नं.9/2अ4,9/4,9/अ4,9/2अ5 या मिळकतीवरील "समृद्धी हिल व्ह्यू" या इमारती मधील बिल्डींग नं.10 मजला ब्लॉक नं.203, क्षेत्र 437 चौ.फुट कारपेट+13 चौ.फुट बाल्कनी+21 चौ.फुट फ्लॉवर बेड (1)
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे.निट्राईट अंपेरल्को लि.(AAAGD9974B)तर्फे डायरेक्टर विमलधुत यांचे कु.मु.म्ह.महणून अमित सदानंद कडव - ; घर/फ्लॅट नं: पारपोली ता.कर्जत गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) वनिता सुबोध कचरे - ; घर/फ्लॅट नं: सी-203 अंकीत टॉवर कल्याण ठाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 07/02/2012
- (8) नोंदणीचा 23/02/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 1137 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 57600.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 12500.00
- (12) शेरा

दुय्यम निबंधक कर्जत



VERIFIED WITH ORIGINAL
SBI BKO BRANCH
R. S. BAGUL
PF. NO. 4697133