



Friday, September 25, 2009

10:40:17 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6487

गावाचे नाव पनवेल

दिनांक 25/09/2009

दस्तऐवजाचा अनुक्रमांक पवल1 - 06170 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

करारनामा

सादर करणाराचे नाव: धनंजय संतोष माने - -

नोंदणी फी	:	14720.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (42)	:	840.00
एकूण रु.		15560.00

आपणास हा दस्त अंदाजे 10:51AM ह्या वेळेस मिळेल

दुय्यम निबंधक

पनवेल 1

बाजार मुल्य: 925407 रु. मोबदला: 1471800रु.

भरलेले मुद्रांक शुल्क: 71000 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: स्टेट बँक ऑफ पटीयाला, पनवेल;

डीडी/घनाकर्ष क्रमांक: 387088; रक्कम: 15000 रु.; दिनांक: 24/09/2009

दस्त परत मिळाला

दस्ताची सही

दस्त परत दिला

लिपिक

सह दुय्यम निबंधक, पनवेल - १

AGREEMENT FOR SALE

This Articles of Agreement made and executed on 25th September, 2009
at Panvel .

BETWEEN :

M/s. AADITYA CONSTRUCTIONS, (Builder - Developer), through its Sole Proprietor- Mr. Arvind Mahadev Sawlekar, age about- 48 yrs, Occupation: Business, having their office at - 'Aaditya Plaza', Plot No.91, Middle Class Co-op. Hsg. Society, Panvel, hereinafter called "**Builder - Developer**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, successors-in-title, administrators and assigns)..... **PARTY OF THE FIRST PART.**

AND

Mr. DHANANJAY SANTOSH MANE, Age - 23 yrs, Occupation: Service and Smt. SAVITA SANTOSH MANE, Age - 45 yrs, Occupation: Service both Residing at Mayureshwar Apartment, Flat No.202, 'E' wing, 2nd floor, Takka, Panvel, Raigad hereinafter called the "**Purchaser**" (which expression unless it be repugnant to the context or meaning thereof shall mean and include their/his/hers heirs, executors, successors-in-title, administrators and assigns) "**PARTY OF THE SECOND PART**".



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Panvel HO- 410206

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WHEREAS Mr. Madhukar Sadashiv Panhale and Mr. Ramesh Sadashiv Panhale is owner and absolutely seized possessed thereof and sufficiently entitled properties bearing City Survey No. 838+838/1+838 2B/B, 838/2A+838/3+838 B, 839/2, 839/3 admeasuring total area 853.30 sq. mtrs. Situated at Panvel, within the limit of Panvel Municipal Council, Tal – Panvel, Dist – Raigad more particularly described in the schedule I hereunder written.

AND WHEREAS in the respect of City Survey No. 838+ 838/1+838 2B/B, 838/2A+838/3+838 B, 839/2, 839/3 the above referred owner **Mr. Madhukar Sadashiv Panhale, Mr. Ramesh Sadashiv Panhale** has executed a Development Agreement in the favor of PARTY OF THE FIRST PART on dated 30/05/2008 and same is registered in the office of the Sub – Registrar, at Panvel on 30/05/2008 under serial No. URAN 4272/2008.

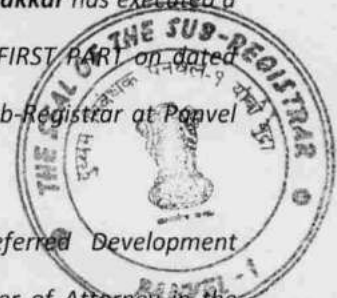
AND WHEREAS as per the term of above referred Development Agreement said owners of has executed an irrevocable Power of Attorney in favor of THE PARTY OF THE FIRST PART on dated 30/05/2008 and same is registered in the office of the Sub-Registrar at Panvel.

AND WHEREAS Mr. Manharlal Narayandas Thakkar is owner and absolutely seized, possessed thereof sufficiently entitled property bearing City Survey No. 838/C, and City Survey No. 839/1 total admeasuring area – 412.2 sq./mtrs. Situated Panvel, Dist – Raigad more particularly described in schedule – I hereunder written.

AND WHEREAS in the respect of the City Survey No. 838/C, and City Survey No. 839/1 the owner **Mr. Manharlal Narayandas Thakkar** has executed a Development Agreement in the favour of PARTY OF THE FIRST PART on dated 18/08/2008 and same is registered in the office of the Sub-Registrar at Panvel under serial No. URAN 6279/2008.

AND WHEREAS as per the term of above referred Development Agreement said owner has executed an Irrevocable Power of Attorney in the favour of THE PARTY OF THE FIRST PART on dated 18/8/2008 and same is registered at the office of Sub-Registrar at Panvel.

AND WHEREAS The PARTY OF THE FIRST PART has put in absolute possession & occupation of said plot by the above mentioned owner had given absolute rights of Development of the said plot to the PART OF THE FIRST PART.



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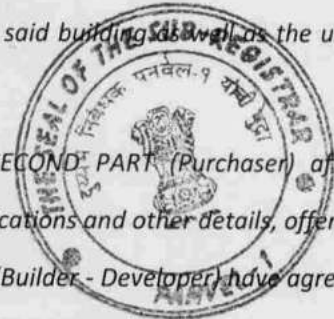
AND WHEREAS in pursuance to the said development agreement & Irrevocable Power of Attorney the PARTY OF FIRST PART has amalgamated the said properties and appointed as their Architect and prepared the building Plan through the said Architect and lodged the same for approval before the Municipal Council at Panvel, Dist - Raigad.

AND WHEREAS the Panvel Municipal Council has granted building permission their letter No. प.न.प./ सांवा / नंमु ८३८ व इतर / २० / ४७१० dated 31/10/2008 for construction of new building on the said Plot & accordingly construction has commenced.

AND WHEREAS is pursuant of said Development Agreement & Irrevocable Power of Attorney dated 30/05/2008 and 18/08/2008 the PARTY OF FIRST PART is entitled to sell the Residential flat/ Shop/ office which are to be constructed in the said new building entitled as "AADITYA SHRIRAM".

AND WHEREAS the PARTY OF THE SECOND PART has visited the site premises along with family members, relatives, well wishers and a private engineer several times and measured a carpet area; from the sanctioned plan copy (i.e. carpet) in the agreement for sale document is correct. The PARTY OF THE SECOND PART has also read the technical specifications of various building materials and items used in the construction when the construction is in progress and satisfied with the construction quality and material lying on the site premises intended to be used for the construction of the said building as well as the unit (i.e. Flat/shop/office) at the same time.

AND WHEREAS The PARTY OF THE SECOND PART (Purchaser) after perusing the approved/sanctioned plans, specifications and other details, offered to purchase and The PARTY OF THE FIRST PART (Builder - Developer) have agreed to sell to the Purchaser a Flat No. 704 wing "A" on Seventh floor, admeasuring carpet area 389.26 sq. ft approx (36.19 sq. mtrs. approx.) Along with the Terrace Area admeasuring 121.00 sq. ft approx. (11.24 sq. mtrs. approx.) more specifically described in the Schedule II written hereunder at or for the lump sum consideration of Rs. 14,71,800 /- (Rupees Fourteen Lacs Seventy one Thousand Eight Hundred only).



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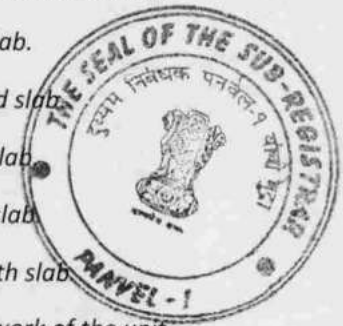
NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The PARTY OF THE FIRST PART shall construct a building entitled "AADITYA SRI.RAM" consisting of ground + seven floors on the said property more particularly described in the first schedule hereunder written in accordance with the plans, approved by the Municipal Council of Panvel, which have been seen, verified & satisfied by private engineer of the PARTY OF THE SECOND PART.

The PARTY OF THE SECOND PART hereby agree/s to purchase from The PARTY OF THE FIRST PART and The PARTY OF THE FIRST PART hereby agree to sell to The PARTY OF THE SECOND PART Flat No. 704 wing "A" on Seventh floor, admeasuring carpet area 389.26 sq. ft approx (36.19 sq. mtrs. approx.) Along with the Terrace Area admeasuring 121.00 sq. ft approx. (11.24 sq. mtrs. approx.) more specifically described in the Second Schedule hereunder written, for the lump sum consideration of Rs. 14,71,800 /- (Rupees Fourteen Lacs Seventy one Thousand Eight Hundred only). Along with the said flat a cupboard space of 45.21 sq. ft (04.20 Sq.mtrs), flowerbed of 52.03 Sq.ft (04.83 sq. mtrs) shall be provided. The Purchaser hereby agrees to pay to the Developers the said price in the following manner:

- | | | |
|--------|-------------|--|
| a) Rs. | 2,20,770 /- | as Earnest Money Deposit. |
| b) Rs. | 1,47,180 /- | on completion of the plinth of the Building. |
| c) Rs. | 1,47,180 /- | on completion of the first slab. |
| d) Rs. | 1,47,180 /- | on completion of the second slab. |
| e) Rs. | 1,47,180 /- | on completion of the Fifth slab. |
| f) Rs. | 1,47,180 /- | on completion of the Sixth slab. |
| g) Rs. | 1,47,180 /- | on completion of the Seventh slab. |
| h) Rs. | 1,47,180 /- | on completion of the brick work of the unit. |
| i) Rs. | 1,47,180 /- | on completion of the Tilling/Flooring. |
| j) Rs. | 73,590 /- | on the said unit being got ready for occupation. |

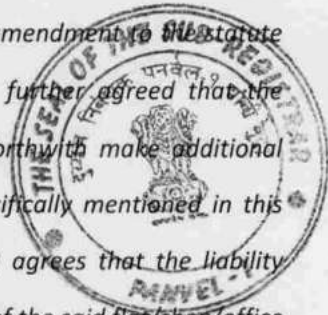
Rs. 14,71,800 /- (Rupees Fourteen Lacs Seventy one Thousand Eight Hundred only).



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The building named "Aaditya Shri. Ram" being constructed by the PARTY OF THE FIRST PART on the said property, (which is inclusive of area of the proportionate shares in common passages, staircase, pump room/landing /elevation etc.) as shown on the floor plan thereof annexed hereto and delineated by red colour boundary line and marked as Annexure hereto. The above price is also inclusive of all the extra expenses required by THE PARTY OF THE FIRST PART to provide Electrical meter deposit , S.L.C. charges, cable charges & common electric charges, Municipal water connection, Proportionate charges required for formation of the Co-Operative Hsg. Society, Share Money & Proportionate Municipal Development charges.

Both the party hereby agrees that the flat/Shop/office which is subject of this agreement is one of the residential flat/shop/office unit in the project (building) to be named as "Aaditya Shri. Ram". The entire Project of development of the plot (property) by constructions buildings thereon is undertaken and carried out by the developer at his own discretion and with his own funds and at his own cost, risk and expenses. The party of the second part (Purchaser) therefore agrees that the developer is not a contractor of the purchaser in relation to the said flat/shop/office which party of the second part has agreed to purchase. The party of the second part agrees that in case on account of work contact any tax, cess or duty, VAT, Service Tax etc. is levied on the transaction of sale of the said flat/shop/office, then liability of such tax, Cess, or duty, VAT, service tax etc though according to enactment payable by the party of the First part (Builder-Developer) , shall be borne by the purchaser alone, irrespective of the fact that such levy is prospective or retrospective amendment to the statute or on account of any juridical pronouncement. It is further agreed that the purchaser being liable to such levy, tax, cess shall forthwith make additional payment to the builder, though the same is not specifically mentioned in this agreement. The party of the second part (purchaser) agrees that the liability mentioned above shall be him even though possession of the said flat/shop/office is handed over to him by the Developer and even if the society and or the body corporate or apartment association is formed of the tenement holder in the project.



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The PARTY OF THE FIRST PART hereby agrees to observe, perform and comply with the terms and conditions, stipulations and restriction if any which

may have been imposed by concern local authorities at the time of sanctioning the said plans from the concerned local authority occupation and/or completion certificates in respect of the said building. Therefore there may be slight alteration/modifications etc. to that effect before handing over possession of the flat/shop/office to the PARTY OF SECOND PART.

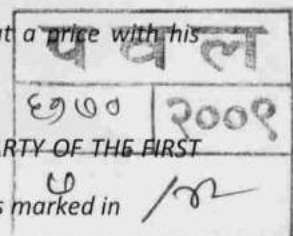
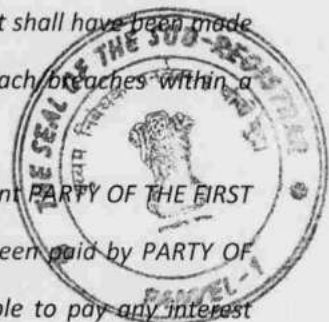
2. The PARTY OF SECOND PART agrees to pay the PARTY OF THE FIRST PART interest at 18 % per annum on all the amounts which become due and payable after 15 days after submission of bill by PARTY OF THE FIRST PART from the date of the said amount payable by the PARTY OF SECOND PART to the PARTY OF THE FIRST PART.

3. In case the PARTY OF THE SECOND PART is committing default in payment on due date of any amount due and payable to the PARTY OF THE FIRST PART (including his/her proportionate share of taxes levied by concern local authorities and other outgoing etc.) and on PARTY OF SECOND PART committing breach of any terms and conditions herein contained, the PARTY OF THE FIRST PART shall be entitled at his own option to terminate this agreement THE PARTY OF THE SECOND PART shall not demand for any negotiation/arbitration in regard hereto.

PROVIDED always that the power of termination herein before contained shall not be exercised by the PARTY OF THE FIRST PART unless and until the PARTY OF THE FIRST PART shall have given 15 days prior notice in writing to the PARTY OF THE SECOND PART of his intention to terminate this agreement and of the specific breach/breaches the terms and conditions in respects of which it might be intended to terminate the agreement and default shall have been made by the PARTY OF SECOND PART in remedying such breach/breaches within a reasonable time after giving of such notice.

Provided further upon termination of this agreement PARTY OF THE FIRST PART is liable to refund total amount which may have been paid by PARTY OF SECOND PART but PARTY OF FIRST PART will not be liable to pay any interest thereon for the amount so refunded afterwards the PARTY OF FIRST PART will be under no obligation to sale the flat/shop/office to anybody at a price with his absolute discretion.

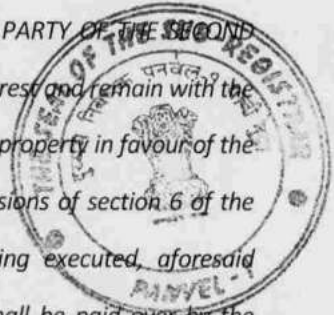
4. Fixtures, fittings, accessories will be provided by the PARTY OF THE FIRST PART in the "AADITY SHRIRAM" & in the said flat/shop/office as marked in



'Annexure here to' if THE PARTY OF SECOND PART request for any replacements of the fixtures, fittings, accessories by other exclusive quality items in such case the PARTY OF SECOND PART will have to pay in advance the excess estimated cost before the completion of work.

5. The possession of flat/shop/office will be handed over to the PARTY OF THE SECOND PART by THE PARTY OF THE FIRST PART after obtaining occupation certificate on or before April 2011 which is subject to availability of all kinds of building materials and Natural calamities like earthquake, floods, Tsunami waves, destruction in war. Wild fire or any other reason. THE PARTY OF SECOND PART shall not be entitled to claim any damages whatsoever in this regards.

6. THE PARTY OF FIRST PART will serve a written notice to the PARTY OF THE SECOND PART for possession of flat/shop/office and the PARTY OF THE SECOND PART shall have to take possession of flat/shop/office within a 15 days of receipt of notice and that day onwards THE PARTY OF THE SECOND PART is liable for all kinds of taxes and outgoing as under irrespective of his possession of flat/shop/office to bear and pay namely i) the proportionate share (i.e. in proportion to the floor area of flat/shop/office) of outgoing in respect of the said land and buildings ii) local taxes. iii) Betterment charges or such other levies by the concerned local authority and/or iv) Government water charges. v) Common lights. vi) Repairs & periodical maintenance vii) sweeping and cleaning charges viii) all other expenses necessary and incidental to the management and maintenance of the said land and buildings. Until the society/limited company is formed and the said land and buildings transferred to it, the PARTY OF THE SECOND PART shall pay to the PARTY OF FIRST THE PART provisional monthly contribution of Rs. 500/- (Rupees Five Hundred Only) per month in advance towards the outgoing. The amount so paid by the PARTY OF THE SECOND PART to the PARTY OF THE FIRST PART shall not carry any interest and remain with the PARTY OF THE FIRST PART until a conveyance, assignment of property in favour of the society or limited company as aforesaid subject to the provisions of section 6 of the said Act, on such conveyance/assignment of property being executed, aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the PARTY OF FIRST PART to the society or the limited company as the case may be. The PARTY OF THE SECOND PART undertakes/s to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 10th day of



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each and every month in advance and shall not withhold the same for any reason whatsoever

7. The PARTY OF SECOND PART shall use flat/shop or any part thereof or shall permit the same to be used only for purpose of flat/shop/office.

8. The PARTY OF THE SECOND PART will have no claim on all open spaces in an around buildings, parking spaces, staircase, passages, pump rooms, lifts, machine room, store room stilt floors, terraces, at the top, overhead water tanks, under ground water tanks, etc and shall remain the property of the PARTY OF THE FIRST PART until the said property is transferred to the Co-Op. Housing Society or limited company.

9. The PARTY OF THE SECOND PART shall not be allowed to make use of the common terrace at the top of the building and parapet walls of the terrace which will be the exclusive property and right of the PARTY OF THE FIRST PART and until the property is transferred to the Co-Operative Society.

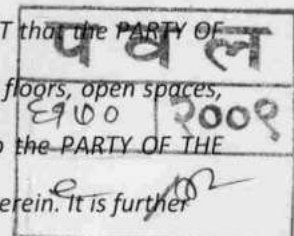
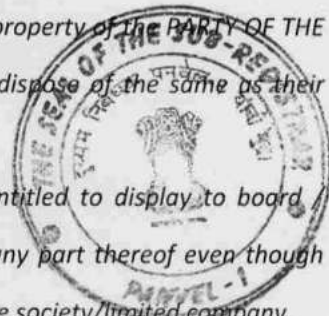
10. The PARTY OF THE SECOND PART agrees and gives their/his / her irrevocable consent that,

a) The PARTY OF THE FIRST PART has a exclusive right to make further additions, alterations, modifications, part demolitions and necessary structural changes in the " AADITYA SHRIRAM" building and to raise any additional structure on the land, amalgamation of other lands with existing land or open parts of the said building on the terrace on any time either before or after transfer of the property and such right includes right to use present F.S.I. or additional F.S.I. which may be available in respect of the said property or amalgamation of other lands in future or to make such additions, alteration in the sanction plan as may be permitted by the Panvel Municipal Council or the other authorities.

b) Such additional structure or units shall be liable property of the PARTY OF THE FIRST PART who shall be entitled to deal with or dispose of the same as their discretion.

c) The PARTY OF THE FIRST PART shall also be entitled to display to board / hoarding on parapet wall of the said property or any part thereof even though the said property is conveyed in favor of co-operative society/limited company.

d) It is specifically agreed by the PARTY OF THE SECOND PART that the PARTY OF THE FIRST PART shall be exclusively entitled to use all the stilt floors, open spaces, garages parking spaces, except the one which is allotted to the PARTY OF THE SECOND PART by agreement and shall have exclusive right therein. It is further



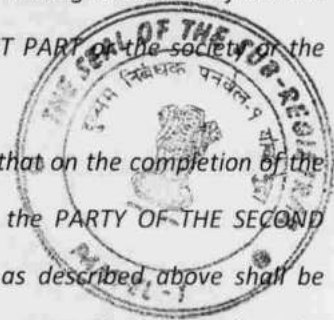
clarified that even in the event the PARTY OF THE FIRST PART has sold various PARTY OF THE SECOND PART and put to the said party OF THE SECOND PART in possession of there respective tenants, if THE PARTY OF THE FIRST PART has any unsold spaces i.e. flat/shop/office or stilt floors, open spaces, garages, parking spaces, shall be the exclusive property of the PARTY OF THE FIRST PART. In the event of breach of this clause and other clauses of these agreements, same shall amount to breach of this agreement and THE PARTY OF THE FIRST PART shall be entitled to terminate this agreement.

e) It is agreed by the PARTY OF THE SECOND PARTS that neither the PARTY OF THE SECOND PARTS, nor anybody of the society shall claim any payment of taxes/outgoing in respect of such vacant spaces or units which are unsold and possession thereof is with the party of the FIRST PART, the PARTY OF THE FIRST PART shall pay the same to the authorities concern directly.

f) It is agreed by the PARTY OF THE SECOND PARTS here to that the open space in front or adjacent to the flat/shop/office of the said building if any shall exclusively belong to the respective of the flat/shop/office and such open space are intended for the exclusive use of the flat /shop/office purchaser the other flat/shop/office purchaser's shall not entitled to raise any requisition or objections or any matter relating hereto.

g) It is agreed by hereto that the terrace space in front of or adjacent to the terrace flats in the said building if any shall belong exclusively to the respective of the terrace flat and such terrace spaces are intended for the exclusive use of PARTY OF THE SECOND PART, the said terrace shall not be enclosed by the flat PARTY OF THE SECOND PART till the permission in writing is obtained from the concerned local authority and PARTY OF TITE FIRST PART the society of the limited company.

h) It is agreed by the PARTY OF THE SECOND PART that on the completion of the said flat/shop/office which is being purchased by the PARTY OF THE SECOND PART, the total area of the said flat/shop/office as described above shall be certified by Architect M/s. VISTAAR and certificate granted by him shall not be questioned by the PARTY OF SECOND PART. The decision of Architect with regard to the total built up/ carpet area and other particulars mentioned in the certificates shall be binding on both the parties hereto.



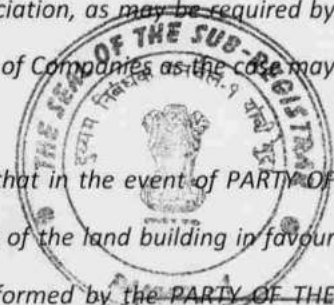
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i) The PARTY OF THE FIRST PART has allotted the cover/stilt parking to various purchase of flat /shop /office PARTY OF THE SECOND PART. The other PARTY OF THE SECOND PART will not park their vehicles in the said cover/stilt parking nor PARTY OF THE SECOND PART's shall object the allotment of such cover/stilt parking to various PARTY OF THE SECOND PART, nor the PARTY OF THE SECOND PART shall claim or demand any right, title, interest in the said cover/stilt parking.

j) The PARTY OF THE SECOND PART shall use the common open parking space only for purpose of keeping or parking his, her, there own vehicle's and vehicle's of visitors or guest may be parked outside the compound wall of the said premises.

13. The PARTY OF THE SECOND PART along with other PARTY OF THE SECOND PART of flat/shop/office in the building shall join the forming and registering the society or limited company to be known as "Aaditya Shri. Ram" by such name as the PARTY OF THE SECOND PART may decide and for this purpose also time to time signed and execute the application for the Society registration and/or memberships and other papers and documents necessary for the formation and the registration for the society or limited company and becoming a member/including the bye-laws of the proposed society and duly filling in, sign and return to the PARTY OF THE FIRST PART within 15 days of the same being forwarded by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART so as to enable the PARTY OF THE FIRST PART to register the organization of the PARTY OF THE SECOND PART under section 10 of the said act within the time limit prescribed by rule 8 of said act. No objection shall be taken by the PARTY OF THE SECOND PART if any changes or modifications 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 Registrar of Companies as the case may be or any other competent authority.

14. The PARTY OF THE SECOND PART agrees that in the event of PARTY OF FIRST PART executing the conveyances in respects of the land building in favour of the society or limited company that may be formed by the PARTY OF THE SECOND PART's of premises in the said building. The PARTY OF FIRST PART shall have right to dispose of the remaining premises in the said building as per own discretion of the PARTY OF FIRST PART and the PARTY OF THE SECOND PART



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such remaining premises purchaser shall be accepted as member of such society/ limited company. The PARTY OF THE FIRST PART shall not be required to pay any transfer fee to such society / limited company.

15. The PARTY OF THE FIRST PART shall be at liberty to hand over possession of the premises hereby agreed to be purchased even though the concerned authorities do not sanction permanent electricity and water connection. However the PARTY OF THE SECOND PART's not to make any demand or claim for the delay in getting the permanent electricity and water connection upon offering possession of the premises, the PARTY OF THE SECOND PART shall be liable to bear and pay his/her/their proportionate share of taxes/service charges and /or for consumption use of electricity and water etc.

16. For the common benefits of all PARTY OF THE SECOND PART in the said building the PARTY OF THE SECOND PART for himself and with intention to bring all persons into whosoever hands the flat/shop/office may come. Both hereby covenants with the PARTY OF THE FIRST PART as follows:

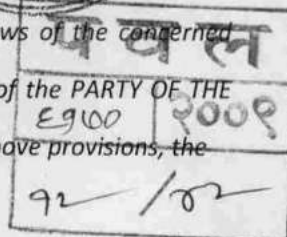
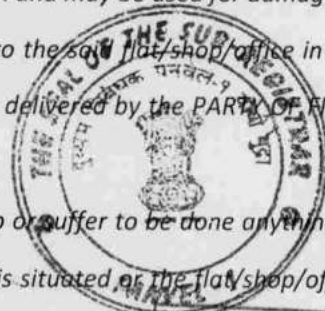
a) To maintain the flat/shop/office at PARTY OF THE SECOND PART's own cost in good tenantable condition from the date of possession of the flat/shop/office and also maintain staircases, common passages, lifts etc. and not to make changes/alterations or additions in or to the building in which the premise is situated and the flat itself or any part thereof.

b) Never stockpile any hazardous, combustible materials which make cause fires in the building.

c) Never stockpile any heavy material which may cause structural weakness within building in such case flat/shop/office THE PARTY OF THE SECOND PART shall be liable for the consequences of the breach and may be used for damages.

d) To carry at his own cost all internal repairs to the flat/shop/office in the same condition, state and order in which it was delivered by the PARTY OF FIRST PART.

e) The PARTY OF THE SECOND PART shall not do or suffer to be done anything in or to the building in which the flat/shop/office is situated, or the flat/shop/office which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the PARTY OF THE SECOND PART committing any act in contravention of the above provisions, the



PARTY OF THE SECOND PART shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

f) Not to demolish or cause to be demolished the flat/shop/office or any part thereof, nor at any time make or cause to be made any addition or alteration whatever nature in or to the flat/shop/office or any part thereof,

g) Not to make alteration in the original elevations and outside color scheme of the building originally provided by the PARTY OF THE FIRST PART.

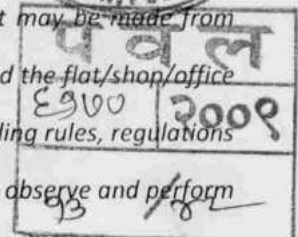
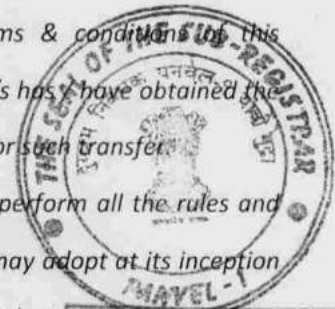
h) Not to chisel or cause any damage to structural columns, beams, slabs or RCC pardis or other structural members in the flat/shop/office as well as any part of the building without the prior written permission of the PARTY OF THE FIRST PART and/or the society or the Limited Company.

i) Not to throw dirt, rubbish, rags, garbage and refuse to permit the same to be thrown from the said flat/shop/office in the compound or any portion the said land and the building in which the flat/shop/office is situated.

j) To bear and pay increase in local taxes, water charges, electric connection charges insurance and such other levy, if any, which are imposed by the concerned local authority and/or the Government and/or other public authority, on account of change of user of the flat/shop/office by the PARTY OF THE SECOND PART viz., user for any purpose other than for residential purpose.

k) The PARTY OF THE SECOND PART shall not let, sublet, transfer assign or part with PARTY OF THE SECOND PART interest or benefit factor of this agreement or part with possession of the flat/shop/office until all the dues payable by the PARTY OF THE SECOND PART to the PARTY OF FIRST PART under this agreement are fully paid up and only if the PARTY OF THE SECOND PART had not been guilty of breach of or non-observance of any of the terms & conditions of this agreement and until the PARTY OF THE SECOND PARTS/s has/have obtained the permission in writing to the PARTY OF FIRST THE PART for such transfer.

l) The PARTY OF THE SECOND PART shall observe and perform all the rules and regulations which the society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time for protection and maintenance of the said building and the flat/shop/office therein and for the observance and performance of the building rules, regulations and bye-laws for the PARTY OF THE SECOND PART shall also observe and perform all the stipulations and conditions laid down by the society/limited company



regarding the occupation and use of the flat/shop/office in the building and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with terms and conditions this agreement.

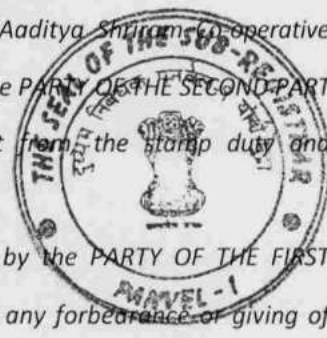
m) Till a conveyance of building in which flat/shop/office is situated is executed the purchase/s shall permit the PARTY OF FIRST PART and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

17. Nothing contained in this agreement in intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/shop/ office or of the said flat/shop/office and building or any part thereof. The PARTY OF THE SECOND PART shall have no claim save and except in respect of the flat/shop/office hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces etc., will remain the property of the PARTY OF FIRST THE PART until the said land and the building is transferred to the society or the limited company

18. The PARTY OF THE SECOND PART agrees that he is purchasing the said flat/shop/office subject to the terms and conditions of the Development Agreement dated 30/05/2008 and 18/08/2008 between the original property holders and the PARTY OF THE FIRST PART and also subject to the Bye-laws of the Proposed Aaditya Shri. Ram Co-operative Housing Society Ltd., Panvel.

19. The PARTY OF THE SECOND PART agrees and undertake to pay when called upon his, her, their proportionate share of stamp duty and Registration charges for conveyance or any document or instrument of transfer in respect of the land and building to be executed in favor of the Proposed Aaditya Shri. Ram Co-operative society or limited company that may be formed by the PARTY OF THE SECOND PART of the flat/shop/office in the said building apart from the stamp duty and registration charges paid for this agreement for sale.

20. Any delay tolerated or indulgence shown by the PARTY OF THE FIRST PART in enforcing the terms of this agreement or any forbearance or giving of time to the PARTY OF THE SECOND PART by the PARTY OF THE FIRST PART shall not be constructed as a waiver on the part of the PARTY OF THE FIRST PART of any breach or non-compliance of any of the terms and conditions of this



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agreement by the PARTY OF THE SECOND PART nor shall the same in manner prejudice the right of THE PARTY OF THE FIRST PART.

21. The PARTY OF THE SECOND PART and/or the PARTY OF THE FIRST PART shall present this agreement for registration in Registration Office within the time limit prescribed by the Registration Act and PARTY OF THE FIRST PART will attend such office and admit execution thereof

22. THE PARTY OF THE SECOND PART shall alone pay the Stamp Duty, Registration Fee and all other incidental expenses of this Agreement. THE PARTY OF THE FIRST PART will not bear the same.

23. All notices to be served on the PARTY OF THE SECOND PART as contemplated by this agreement shall be deemed to have been duly served if sent to the PARTY OF THE SECOND PART, by Registered Post A.D./Under Certificate of posting at his/her address specified below.

Mr. DHANANJAY SANTOSH MANE,

Smt. SAVITA SANTOSH MANE,

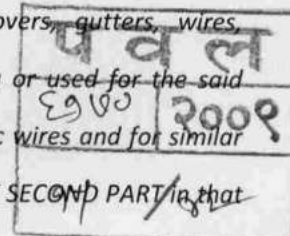
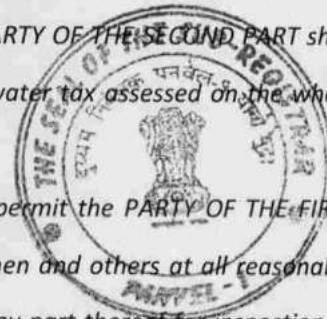
Both Residing at Mayureshwar Apartment,

Flat No.202, 'E' wing, 2nd floor, Takka, Panvel, Raigad

24. The PARTY OF THE SECOND PART agrees to deposits an extra amount if required as deposit for expenses stipulated in the clause raised by the concerned authorities in future.

25. So long as each premise in the said building shall not be separately assessed of Municipal Tax and water tax, the PARTY OF THE SECOND PART shall pay proportionate share of the Municipal and water tax assessed on the whole building.

26. The PARTY OF THE SECOND PART shall permit the PARTY OF THE FIRST PART and his servants or agents without workmen and others at all reasonable time to enter into upon his flat/shop/office or any part thereof for inspection so also for the purpose of repairing any part of the said building and for the purpose of repairing maintaining, rebuilding, cleaning, lighting and keeping in order and conditions all services, drains, pipes, cables, water covers, gutters, wires, structures, or to the convenience belonging to or serving or used for the said building, testing drainage gas and water pipes and electric wires and for similar purpose provided prior notice is given to the PARTY OF THE SECOND PART in that respect.



27. Notwithstanding any other provisions of this Agreement THE PARTY OF THE FIRST PART shall be entitled at their sole and absolute discretion.

a) To have a society and/or limited company and/or other body or bodies or purchase/s to be formed and constituted as contemplated herein.

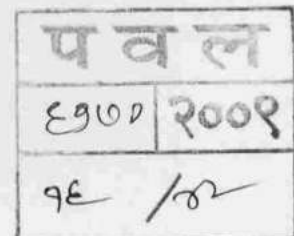
b) To cause to be conveyed and/or transferred the building and structures together with land beneath the same in favour of such society and/or limited company and/or other association.

c) To decide and determine how and in what manner the infrastructure including the common utility areas may be transferred and/or conveyed.

d) To provide for and incorporate covenants and obligations with regard to the provisions of maintaining the infrastructure and common amenities.

e) To decide from time to time when and what sort documents of transfer should be executed.

28. This agreement shall always be subject to the provision contained in Maharashtra Ownership Flat Act 1963 and Rule there under and/or any modifications and or enactment thereof and/or the rules or any other provision of law applicable thereto.



SCHEDULE "I"

ALL THOSE PIECES OR PARCELS OF Property bearing City Survey No. 838+ 838/1+ 838 2B/B+838/2A+838/3+838 B, 839/2, 839/3 total admeasuring area & City Survey No. 838/C, 839/1 admeasuring area – 412.2 sq./mtrs. which is described in the land record maintained by the T.I.L.R, Panvel, situated, lying and being at city of Panvel within the limits of Panvel Municipal Council, Taluka and Sub-Division of Panvel and District and Division of Raigad and outside the limits of Panchayat Samitee of Panvel as well as Raigad Zilla Prishad and within the jurisdiction of Sub-Registrar of Panvel and which is bounded as follows:

On or towards East : City Survey Property No.840,840/1,840/2
On or towards West : City Survey Property No.817
On or towards North : City Survey Property No. 792 A/1
On or towards South : Mahatma Gandhi Road,

SCHEDULE "II"

"The Premises" referred is bearing Flat No. 704 wing "A" on Seventh floor, admeasuring carpet area 389.26 sq. ft approx (36.19 sq. mtrs. approx.) Along with the Terrace Area admeasuring 121.00 sq. ft approx. (11.24 sq. mtrs. approx.) Along with the said flat a cupboard space of 45.21 sq. ft (04.20 Sq.mtrs), flowerbed of 52.03 Sq.ft (04.83 sq. mtrs) shall be provided. in the Building known as "Aaditya Shri. Ram" Constructed on the Property referred to in the Schedule I above.



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IN WITNESS WHERE OF THE PARTIES HERE TO HAVE HEREUNTO SIGNED AND SUBSCRIBED THIS PRESENTS ON THE DATE AND YEAR FIRST HERE INABOVE MENTIONED AT PANVEL.

SIGNED, SEALED AND DELIVERED

By the within named

PARTY OF THE FIRST PART

M/s. AADITYA CONSTRUCTIONS

Through its Sole Proprietor

ARVIND M. SAWLEKAR

PAN NO. AJUPS 5132Q

PARTY OF THE FIRST PART

In the presence of

Abhijit Y. Sawlekar
Panvel, Bussiness



SIGNED, SEALED AND DELIVERED

By the within named

PARTY OF THE SECOND PART

Mr. DHANANJAY SANTOSH MANE

Pan No. AQPPM 0721 R

Smt. SAVITA SANTOSH MANE,

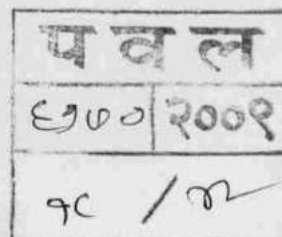
Pan No. AAWPM 5012 C

In the presence of



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Milind S. Mane
Panvel,



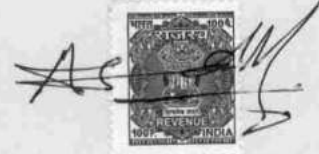
RECEIPT

Received from purchaser **Smt. SAVITA SANTOSH MANE**, and **Mr. DHANANJAY SANTOSH MANE** sum of Rs:- **2,20,770 /-** (Rupees Two Lacs Twenty Thousand Seven Hundred and Seventy Only) by Cheque No.126101 Dated 22/09/2009 Drawn on The Annasaheb Savant Co-op Urban Bank Mahad Ltd., Branch Panvel being Advance / Part / Full Payment of the total consideration to be paid by him to us within mentioned for sale of **Flat No:- 704** on **Seventh Floor** in the said building "**Aaditya Shri.Ram**".

We say received.

Date: -25th/09/2009

For AADITYA CONSTRUCTIONS.



PROPRIETOR.



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Vinayak M. Sawlekar

B.A., LL.B.

Advocate High Court - Mumbai

Tel:02227467979,9820166564

17,Golden Dream Archd,

Near M.T.N.L. Building,

Panvel- 410206,Dist- Raigad.

Date: 05/04/2009

TITLE CERTIFICATE

This is to certify that I have investigated the title of M/S.AADITYA CONSTRUCTION, Builders & Developers of Panvel in the respect of the properties bearing City Survey No. 838+838/1+838/2B/B admeasuring 17.2 Sq.mtrs., 838/2A+838/3+838B admeasuring 151.3 Sq.mtrs., 839/2 admeasuring 256.7 Sq.mtrs., 839/3 admeasuring 428.1 Sq.mtrs. total admeasuring area 853.3 Sq.mtrs. and City Survey No. 838/C admeasuring 42.6 Sq.mtrs., 839/1 admeasuring 369.6 Sq.mtrs. total admeasuring area 412.2 sq. mtrs. Situated and located at M.G. Road Panvel within the limits of Panvel Municipal Council Taluka - Panvel, Dist - Raigad.


I have perused the relevant document of title deed from the office of the Sub - Register of Panvel / Alibag and from the T.I.L.R. office Panvel in respect of the above said property.

Hence I certify that in my opinion that the title of Builders & Developers viz. M/s. Aaditya Construction through its sole proprietor Mr. Arvind Mahadev Sawlekar of Panvel in respect of the above said property of land is clear, legal, marketable, and free from encumbrance's charges and / or claim.

Panvel,

Date : 05/04/2009.




Vinayak M. Sawlekar
Advocate

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पनवेल नगर परिषद

(महाराष्ट्र प्रादेशिक नगर रचना अधिनियम १९६६ कलम ४५ अन्वये)

विकासाची परवानगी

सुधारीत

प्रति,

१) श्री. अरविंद सावळेकर,
२) वास्तु. - श्री. शिंदेकर,
पनवेल.

पनवेल/सां.वा./मं.शु.क्र.
२३८ व इतर/२०/
क्रमांक ६५१०
दिनांक: ३१/१०/२००८

विकासाचे काम पार पाडण्यासाठी महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ याच्या कलम ४५ अन्वये मिळण्यासाठी प्लॉट क्र./सर्वेक्षण क्रमांक/नगर भूमापन क्रमांक/अ.भू.क्र. २३८+२३८/१+२३८/२B २३८/२A+२३८/३+२३८/४ २३८/२+२३८/३/३/४/८ २३८/१ गाव पनवेल

गाव/रस्ता १४.२३-मी वेधे स्थित असलेल्या प्रभाग क्र. _____

वेधे बांधकाम परवानगी करिता केलेल्या अर्ज क्रमांक १०३२६ दिनांक ०२/०८/०८ च्या संदर्भात पुढील अटीच्या अधिन राहून बांधकाम परवानगी देण्यात येत आहे.

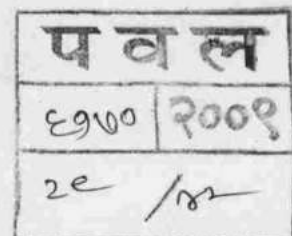
- १) सदरहू बांधकाम परवानगी एक वर्ष पर्यंत वैध असेल.
- २) परिशिष्ट 'अ' मधील सर्व अटी आपणांवर बंधनकारक राहतील.
- ३) या परवानगीमुळे जी जमिन तुमच्यामध्ये विहित झालेली नाही. अशा जमिनीचा विकास करण्याचा हक्क असणार नाही.
- ४) सर्व बांधकाम/दुरुस्ती सोबतच्या मंजूर नकाशाप्रमाणे करणे / करावी. त्यामध्ये कोणत्याही तऱ्हेचा फेरबदल अगाऊ मंजूरी शिवाय करता कामा नये.
- ५) चबुतऱ्या पर्यंत बांधकाम करावे. चबुतऱ्याचे प्रमाणपत्र घेतल्यानंतरच पुढील कामास सुरुवात करावी.
- ६) इमारतीचा वापर बदल करायचा असल्यास त्याची परवानगी घेणे आवश्यक राहिल.
- ७) भोगवटा प्रमाणपत्र घेतल्या वाचून इमारतीचा भोगवटा करू नये, केल्यास कायदेशिर कार्यवाही केली जाईल.



मंजूर बांधकाम परवानगी व्यतिरिक्त काम केल्यास महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ५२ नुसार कायदेशिर कार्यवाही करण्यात येईल.



मुख्याधिकारी
पनवेल नगर परिषद



पनवेल नगर परिषद.
ता.पनवेल, जि.रायगड, पनवेल ४१०२०६

जा.क्र.२००९/पनप/साबां/२६४६
दिनांक २५/६/२००९

प्रति,

१. श्री.मधुकर स.पन्हाळे,
श्री.रमेश स.पन्हाळे,
श्री.मनोहर ना.ठक्कर

२. कुळअखत्यारित श्री.आदित्य कन्स्ट्रक्शन तर्फे श्री.अरविंद म.सावळेकर
३. वास्तु. श्री.सिध्दार्थ शिरूर, पनवेल.

विषय - न.भू.क्र.८३८ व इतर मधील इमारत बांधकाम
परवानगी बाबत शुध्दीपत्र.

संदर्भ - १) परिषद विकासाची परवानगी पनप/साबां/अं.भू.क्र.८३८ व इतर
/२०/४७१०, दि.३१/१०/०८
२) परिषद पत्र क्रमांक २००६/पनवेल/नर/३६५९ दि.३१/१०/०८

उपरोक्त संदर्भित विषयास अनुसरून परिषद पत्र क्र.पनप/साबां/न.भू.क्र.८३८ व इतर
२०/४७१०, दि.३१/१०/०८ ने विकासाची परवानगी देणेत आलेली आहे. सदरचा परवानगी
खालीलप्रमाणे वाचणेत यावी.

प्रति,

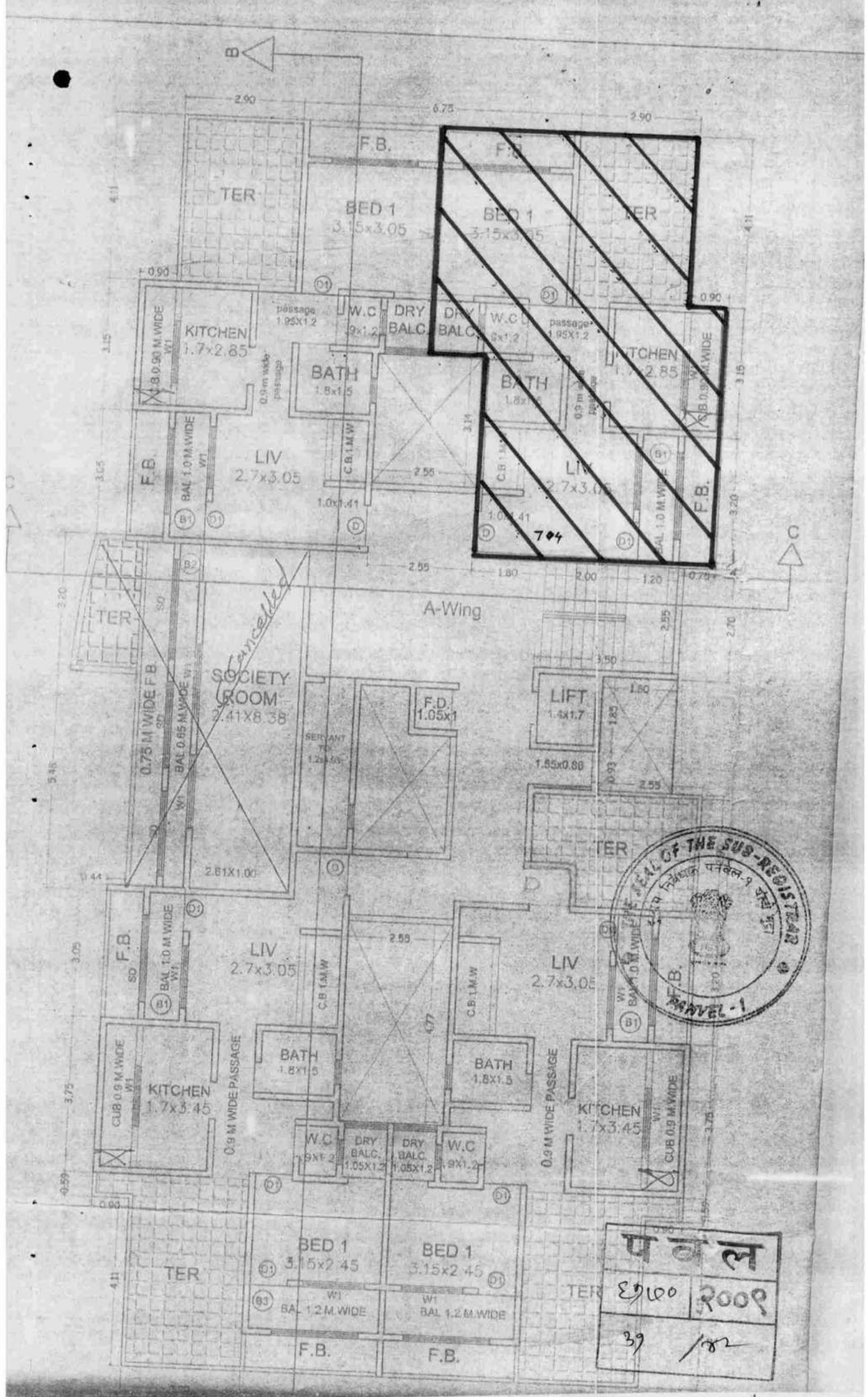
१. श्री.मधुकर स.पन्हाळे,
श्री.रमेश स.पन्हाळे,
श्री.मनोहर ना.ठक्कर, सर्व रा.पनवेल
२. कुळअखत्यारित श्री.आदित्य कन्स्ट्रक्शन तर्फे श्री.अरविंद म.सावळेकर
३. वास्तुविशारद श्री.सिध्दार्थ शिरूर

संदर्भित पत्रकातील सर्व अटी आपणास लागू राहतील.



मु.सावळेकर
पनवेल नगरपालिका

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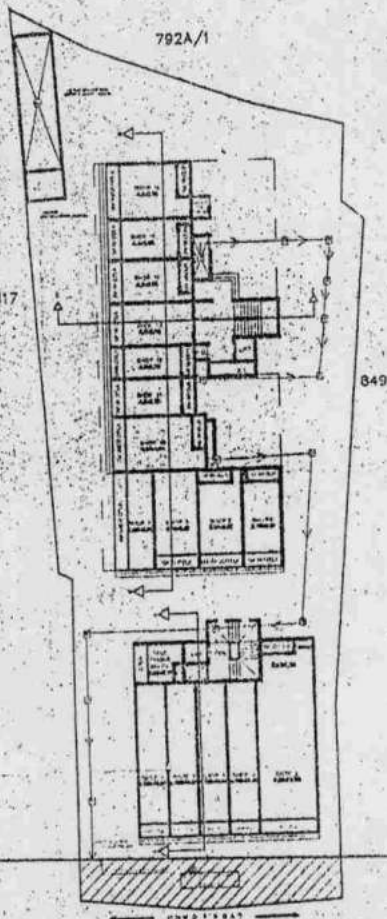


Cancelled



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PANVEL MUNICIPAL COUNCIL



BLOCK PLAN

SCALE:-1:500

पानवेल नगर पारंपर (वि. सं. रायगड) मुख्यालय
 इमारत बांधकाम परवानगी नमबर २० दिनांक ३१/१०/०८
 प्रत्येक दिवसेच्या अटी व दालीमा अधिन शासित व सकारणाद्वारे
 रंगाने कळेल्या दुसऱ्या प्रमाणाचे इमारत बांधकाम
 करणेस संजूरी देणेत येत आहे.

सुखदीपकरणी
 दिनांक ३१/१०/०८ पानवेल नगर प. सं. व



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८१५४	२००९
३२	/ ४२

STATEMENT SQ.M.

SQ.M.

1265.500



MAHARASHTRA
- 4 MAY 2009

BS 399525

दिनांक
पंजीनाम - पनवेल,
दि.



मा अधिकारी, पनवेल

रुपये 100 अ.नं. 731 दिनांक 3/5/09
श्रीयोग्य प्लॉट न.48, एम.सी.सी.एच. सोसायटी पनवेल

नांव आदिता कंस्ट्रक्शन्स

पत्तये मानिष मोहोळ

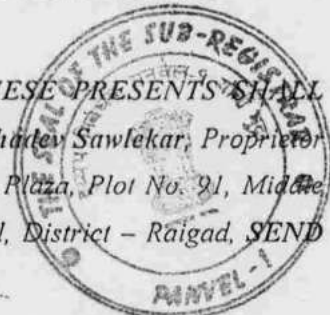
सं.नं. अनुसूचती सं. सं. 1000/000

(शरदेश्वर मोहोळ)
स्टॅम्प वेंडर, पनवेल.

GENERAL POWER OF ATTORNEY



KNOW YEE ALL MEN TO WHOM THESE PRESENTS SHALL COME We under - signed Mr. Arvind Mahadev Sawlekar, Proprietor of Aaditya Constructions, Office at Aaditya Plaza, Plot No. 91, Middle Class Co-operative Housing Society, Panvel, District - Raigad, SEND GREETING.



WHEREAS with view to develop the property, I had acquired Development right and interest of land bearing City Survey of properties No. 838 + 838/1 + 838/2 B/B, 838/2A + 838/3 + 838/B, 839/2, 839/3, 838/C, 839/1.

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AND WHEREAS the Panvel Municipal Council has granted building permission for construction to both the above said land/ Properties.

AND WHEREAS we have decided to construct building in the above-mentioned properties and to build and sell the flat, shop, office in the said buildings.

AND WHEREAS it is not possible for me to personally remain present for completing the transaction. I have decided to authorize our Mr. Abhijeet Yashwant Sawlekar and Mr. Manish Motiram Mohokar to deal with third parties and complete the sale I transaction with third parties.

AND WHEREAS with a view to legally authorize him to complete the transaction of i.e. Agreement for Sale, Correction Deed, Rectification Deed or any with third parties, I had decided to nominate, constitute and appoint them as my General Power of Attorney Holder to do various acts, deeds, matters and things which we hereby do.

NOW THEREFORE THESE PRESENTS WITNESSETH AS FOLLOWS

I hereby nominate constitute and appoint Mr. Abhijeet Yashwant Sawlekar and Mr. Manish Motiram Mohokar both residing at Panvel to be my true and lawful attorney to, I do the following acts, deeds, matter and things for me. In my name and my behalf in the building build on properties, Jointly or severly described in the schedule written hereunder:

- 1) To negotiate with the prospective purchasers regarding sale of the flats, shops, offices, and Godowns.
- 2) To decide the amount of Consideration and time period for payment thereof.
- 3) To decide and finalize other terms and conditions in respect of Sale transaction.
- 4) To sign and execute agreement to Agreement for Sale the said building on the terms and conditions agreed.
- 5) To signed an execute Correction Deed, Rectification Deed & Related Document in respect of above Agreement for Sale.
- 6) To receive the amount of consideration and pass a valid receipt form name.
- 7) To attend Sub - Registrar's office and admit execution of the agreement for sale executed by me.
- 8) To appoint legal adviser and pay his fees.
- 9) To put the purchaser in possession of the flat, shop office and unit.



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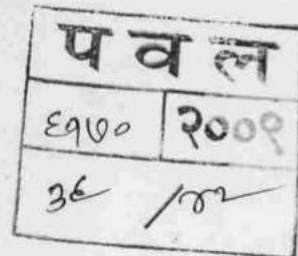
- 10) Besides the acts stated above generally to do all other acts, deeds, matters and things which we would have done if personally present or which we are bound in law to do.
- 11) To delegate all or any of the authorities conferred by these present.
- 12) What ever is done by my said attorney on the strength of these presents shall be binding on me if the said acts, deeds, matters and things are done by me personally and I hereby undertake to ratify and confirm the same.

SCHEDULE OF PROPERTY

All those prices and p reels of land ground situate lying and being at Panvel within the district an division Raigad, Sub - division and Taluka - Panvel outside the limits of Zilla Parishad, Raigad, Panchayat Samiti, Panvel and within the limits of Panvel Municipal Council and within the jurisdiction of Sub - Registrar, Panvel which is described in Record of Rights as follows:

C.T.S. No.	AREA
838+838/1+838/2B/B	17.2 sq.mtrs.,
838/2A+838/3+838B	151.3 sq.mtrs.,
839/2	256.7 sq.mtrs.,
839/3	428.1 sq.mtrs.
838/C	42.6 sq.mtrs.,
839/1	369.6 sq.mtrs.

For the reason and the circumstance mentioned herein above we hereby nominate, constitute and appoint 1) Mr. Abhijeet Yashwant Sawlekar and 2) Mr. Manish Motiram Mohokar, Adults, Occupation: Business and residing at Panvel to be my true and lawful attorney and in witness whereof we have signed and executed these present at Panvel on this 7th day of the month of May in the Christian Year 2009.



IN WITNESS WHERE OF THE PARTIES HERE TO HAVE
HEREUNTO SIGNED AND SUBSCRIBED THIS PRESENTS ON THE
DATE AND YEAR FIRST HERE INABOVE MENTIONED AT
PANVEL.

SIGNED, SEALED AND DELIVERED

By the within named

M/S. AADITYA CONSTRUCTIONS


Through its Sole Proprietor

Mr. Arvind Mahadev Sawlekar

In the presence of

Sawlekar

Aaditya S. Sawlekar
Pannel


As
Executior

SIGNED, SEALED AND DELIVERED

By the within named


Mr. Abhijeet Yashwant Sawlekar

Mr. Mcnish Motiram Mohokar

In the presence of

Sawlekar

Aaditya S. Sawlekar
Pannel

Mys

Mohokar
Attorney




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३०	<i>for</i>



Star Abhilasha

Relationships beyond banking.

YASHWANT BHOIR

AT & POST APTA
TAL PANVEL DIST RAIGAD - 410207
MAHARASTRA



DOB: 01/06/1980



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PARSHIJRAM AMBER SAWANT

AMBER RAMA SAWANT

01/06/1980

Permanent Account Number
BYXPS2542F



Signature



13062008



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