AGREEMENT FOR SALE

THIS AGREEMENT made at Vasai thi	s day	of	, 20
BETWEEN			
M/ MUMINI DEVELOPEDO			
M/s. NIKUNJ DEVELOPERS, a	partnership fil	rm registered	under the
provisions of the Indian Partnersh	ip Act, 1932 h	aving his office	at Nikunj
Signature, Manav Mandir, Ambadi	Road, Vasai W	Ves t- 401202	hereinafter
referred to as "THE PROMOTER	" (which expre	ession shall ur	nless it be
repugnant to the context or mear	ning thereof sh	all mean and i	include the
partner or partners for the time bei	ng and from tin	ne to time cons	tituting the
said firm and survivors or survivo	r of them and	the heirs, exe	cutors and
administrators and assigns of last su	urviving partner	·) of the ONE P /	ART;
5	0 1	•	·
AND			
,			
Mr./Mrs./Miss./M/S			
			(PAN
NO		—)Indian Inhab	`
company registered under the Con		•	
address/	office	_	at
		inafter referred	
"ALLOTTEE/S" (which expression in	n case of indiv	iduals shall so	far as the

context admits, be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns and in case of incorporated bodies its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- (a) By and under diverse Agreements for Sale and Registered Deed of Conveyances executed by and between one SHRI. RAKESH KUMAR WADHWAN therein referred to as the "Purchaser" (hereinafter referred to as "THE OWNER") and the land owners therein referred to as "Vendors", the Vendors therein absolutely sold, transferred assigned and conveyed and the Purchaser therein purchased and acquired the absolute right title and interest in respect of various pieces and parcels of land bearing different Survey Numbers and Hissa Numbers at Village Achole, Village Gokhiware and Village Manickpur, Taluka Vasai, District Palghar and Vasai in aggregate admeasuring about 10,23,301 sq. meters of thereabouts and forming Sectors "A", "B', "C', "D", "E" and "F" and Pockets P2 to P7 of Group Housing Scheme called ZCC-20 (hereinafter referred to as "THE LAYOUT PROPERTY") and more particularly described in the FIRST SCHEDULE hereunder written on the terms, conditions and covenants therein contained and pursuant thereto the Owner was placed in actual, vacant and peaceful physical possession of the respective properties mentioned thereunder;
- (b) The tenure of the entire layout has been converted into Non Agricultural and the Owner has obtained from the Collector, Vasai N.A. Orders bearing Ref. Nos. [a] Rev/D-1/T-IX/NAP/SR 13/91 dated 04/06/1992, [b] Rev/D-1/T-IX/NAP/SR 18/92 dated 06/03/1993, [c] Rev/D-1/T-IX/NAP/SR 39/94 dated 12/07/1995 and for the said property described in the Second Schedule Order bearing Ref. No. Gen/D-1/T-IX/NAP/SR 90/95 dated 16/3/1996. Hereto annexed and

- marked as **Annexure "A"** is a copy of the N.A. Order in respect of the said property;
- by and under diverse Development Agreements and writings executed by the Owners in favour of various Developers, the Owner have granted development rights to construct, consume and utilize part of the F.S.I. in respect of the said layout property and as per the scheme devised by the Owner, all the Developers of the F.S.I. and the persons developing and constructing buildings in the said layout will form for their respective individual building or group of building, Co-operative Housing Society, which society in turn will become the members of the Federation Society, which shall be the apex body of the layout property;
- (d) The Owner has obtained approved plans from the CIDCO (VASAI/ VIRAR) Authorities under Reference No. CIDCO/VVSR/REVI/BP/ZCC-20/E/3756 dated 16th April 2009 for 77,131 sq. meters of thereabouts comprised in Sector "E" and "F" of the said layout property and is entitled to develop and construct the same by utilizing and consuming the entire F.S.I. approved by the Authorities as per the sanctioned plans;
- (e) By and under Development Agreement dated 31st December 2009 executed between the said Owner viz., RAKESH KUMAR WADHWAN, therein referred to as "the Vendor" and M/s. Nikunj Developers, therein referred to as the Developers being the Promoters herein, and registered with the Sub-Registrar of Assurances at Vasai under Ref. No. Vasai/2/00976/2010, the Owner granted and assigned and the Promoters purchased and acquired the sole and exclusive development rights in respect of the F.S.I. admeasuring 4,82,493.18 SQ. FT. IN SECTOR "F" out of the said Layout Property more particularly described in the SECOND SCHEDULE hereunder written, as per CIDCO approved plan bearing Ref. No. CIDCO/VVSR/ REVI/BP/ZCC-20/E/3756 dated 16th April 2009 (hereinafter referred to as "THE SAID PROPERTY") for consideration and on terms and conditions therein recorded;

- (f) By virtue of above facts, the Promoters are entitled and enjoined upon to construct building on the said property as per the plans approved by concerned authority;
- The CIDCO, Vasai has pursuant to an application of the Owner (g) sanctioned amended building plans and approved the entire layout property including the said property vide Order bearing Ref. No. CIDCO/VVSR/REVI/BP/ZCC-20/E/3756 dated 16th April 2009. The said CIDCO plans are further amended by the Developers, which are approved by the authorities viz. VVCMC vide Order bearing Ref. No. VVCMC/TP/RDP/VP-0743/297/2011-12 dated 31st March, 2012 there after further revised by permission dated 22/05/2012, 11/07/2012 and revised Development permission No. VVCMC/TP/RDP/VP-0743/0206/2012-13 dated 22/02/2013 were issued and in terms thereof the Promoters are fully authorized to consume and utilize the entire acquired F.S.I. of 4,82,493.18 sq. ft. in Sector "F", copy of sanction along with Plans for Sector F is marked and annexed As Annexure "B" and thereon shown Sector F surrounded by red colour boundary line
 - (h) The Promoter pursuant to said Development Agreement have already constructed 14 wings viz. L, M, N, O, P,Q,R,S,T, U, V,W, X and Y as per the plans sanctioned mentioned herein above on Said Property, hereinafter referred to as "Constructed Buildings". Promoter have also obtained occupation certificate bearing no. VVCMC/TP/OC/VP-0743/001/2015-16 dated 4th April, 2015 for wings. L, M, N, O, P,Q,R,S,T, U, V,W, X and Y;
 - (i) The Promoter propose to construct on the said Property 2 (two) buildings consisting of 11 Wings viz. A, B, C, D, E, F, G, H, I, J and K of Stilt/Ground + Seven Upper Floors to be known as "VEENA DYNASTY" accordingly VVCMC has duly sanctioned layout on which 2 (two) building consisting of 11 Wings viz. A, B, C, D, E, F, G, H, I, J and K of Stilt/Ground + Seven and/or more Upper Floors to be known as "VEENA DYNASTY" is to be constructed or cause to be

- constructed on the said Property (hereinafter referred to as the "said Building/s") as per the approved plans as mentioned in clause g hereinabove and as per the Commencement Certificate bearing No. VVCMC/TP/PCC/VP/0743/46/2013-14 dated 15th May, 2013 and 3rd July, 2017, copy of which is marked and annexed as **Annexure** "C";
- (j) While sanctioning the said plans for the said building, the concerned local authorities and/or government have laid down/ may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while constructing the said building and upon due observance and performance of which only, the Occupation and the Completion Certificate in respect of the said building shall be granted by the concerned local authority;
- (k) The Promoters have entered into Agreement as prescribed with, "Shah Gattani Consultants, Architects and Engineers", the Architects registered with the Council of Architects and as structural designers, license holder for preparing structural designs and drawing and specifications of the said building and the Allottee/s accepts/accept the professional supervision of the said Architect and of the said structural engineer or any such competent person or entity who may be substituted or replaced in their place by the Promoters till the completion of the said building;
- (I) The Allottee/s has/have demanded from the Promoters and the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Property, the plans, design and specifications prepared by the Architect "Shah Gattani Consultants, Architects and Engineers" and such other documents as are specified under the Real Estate (Regulation & Redevelopment) Act, 2016 Rules and Regulations, (hereinafter referred to as "RERA") and the Rules framed there under;
- (m) A Copy of the Certificate of the title dated 10/10/2012 issued by the K A SANGHAVI & CO, Advocates and Solicitor is annexed hereto and

marked as **Annexure "D"** which has been perused by the Allottee/s and only getting satisfied have agreed to execute this presents;

- (n) The copies of 7/12 Extract in respect of the said property are annexed hereto and marked as **ANNEXURE "E"**;
- (o) The promoters have availed the term Loan from Ratnakar bank Limited against security of part inventory and receivables of **VEENA DYNASTY** under sanction letter CAD/MUM/0284/2016-17 for terms and conditions mentioned therein
- (p) The Allottee/s has/have duly verified the title of the Owners to the said Property and the rights of the Promoters to develop and construct the said building and after having satisfied himself/herself and itself about the same have agreed to purchase the said Apartment from the Promoters as set out hereunder;
- (q) The Allottee/s has /have applied and agreed to purchase where Promoters have accepted application for allotment of an Apartment No. "______", admeasuring _____ sq. feet Carpet area (as defined in clause V herein below) and on ______ (carpet area as per VVCMC) on the "______" Floor in Wing "_____", Phase II of the said building known as "VEENA DYANSTY" shown by blue colour hatch on the concerned floor hereto marked and annexed as Annexure A-I; more particularly described in the Third Schedule hereunder (hereinafter for brevity's sake referred to as the "Said Apartment") together with amenities and facilities as set out in Annexure "F" hereto;
- (r) The carpet area of the said Apartment in accordance with Real Estate (Regulation and Development) Act ,2016 is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use

of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

- (s) The Allottee/s has/have entered into this Agreement with full knowledge of all terms and conditions in the documents, papers, plans, orders, schemes, amenities etc. recited and referred to above and those contained hereinabove and those contained herein;

- (v) The PAN Numbers of the parties hereto are as follows:
 Name of the Party PAN Number
 Nikunj Developers- Promoters AANCS7486C

	Allottee/s:	
		FORM
		FORM
(w)	The Promoter has registered the Project under the provisions	s of the Real
	Estate (Regulation & Redevelopment) Act, 2016 with the	Real Estate
	Regulatory Authority at;	

OR

The Promoter has already applied /are in process of applying for registration of the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and accordingly said registration no is awaited;

- (x) under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s , being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- (y) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Said Apartment and the stilt parking (if applicable).

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

1. The recitals contained above shall form an integral and operative part of this Agreement for Sale as if the same were set out and incorporated in the operative part.

(a)(i) The Promoters shall construct or cause to be constructed the 2 2. (two) building consisting of 11 Wings viz. A, B, C, D, E, F, G, H, I, J and K of Stilt/Ground + upper Seven Floors to be constructed on the said property and to be known as "VEENA DYNASTY" (hereinabove and hereinafter referred to as "Said Building") in accordance with the plans sanctioned and which may be sanctioned from time to time in accordance with law which plans have been inspected and approved by the Allottee/s However, it is hereby specifically agreed that the Promoters shall have to obtain prior consent in writing from the Allottee/s in respect of such variations or modifications which may materially and adversely affect the said Apartment agreed to be purchased by the Allottee/s and save and except, that no further consent of the Allottee/s is/are required for any modifications, alterations, variations, or amendments of the plans including for additions in the said Building to be constructed on the said Property or any alteration or addition required by any Government authorities or due to change in law.

(a)(ii) The Allottee/s hereby agree/agrees to purchase from the
Promoters and the Promoters hereby agree to sell to the Allottee/s the
Apartment No admeasuring Sq. mtrs. Carpet Area
(carpet area as defined in clause herein above) and admeasuring
Sq. mtrs. Carpet Area (carpet area as per VVCMC) on the
Floor in Wing of the said Building known
as "VEENA DYNASTY "i.e Said Building herein, shown by blue colour
hatch on the concerned floor hereto marked and annexed as Annexure
A-I; more particularly described in the Third Schedule hereunder
(hereinabove and hereinafter referred to as the "SAID APARTMENT")
at or for the lump sum price of Rs/- (Rupees
Only) being the
proportionate price of the common areas and facilities appurtenant to
the premises, the nature, extent and description of the common areas

hereto.	
(a) (iii) The Allottee/s hereby agrees to purchase from	the Promoters
and the Promoters hereby agrees to sell to the Allot	tee/s covered
parking spaces bearing No situated at	Basement
and/or stilt being constructed in the layout for the cons	ideration of Rs.
/-(Rupees	
Only)	
(b) The total aggregate consideration amount for the sa	aid Apartment
including covered parking spaces	·
Rs	
"Consideration")	
·	
(c) The Allottee/s has paid on or before execution of the	_
sum of Rs	
only) (_
10% of the total consideration /% before the conthe RERA, 2016) as advance payment or application f	
agrees to pay to that Promoter the balance ar	_
(Rupees	nount of its.
	the following
manner: -	the rollowing
(i) Rs/- (Rupees	
	
Only)	
on or before the exect	ution of these
presents);	

and facilities which are more particularly set out in $\mbox{\bf Annexure}$ "F"

(ii)	Rs/	(Rupees
	Only) on Ca	asting of Plinth;
(iii)	Rs/	(Rupees
		
	Only) on Ca	sting of 1st Slab;
(iv)	Rs/	(Rupees
		
	Only) on Ca	sting of 2 nd Slab;
(v)	Rs/	(Rupees
	Only) on Ca	sting of 3 rd Slab;
(vi)	Rs/	(Rupees
	Only) on Ca	sting of 4 th Slab;
(vii)	Rs/	(Rupees
	Only) on Ca	sting of 5 th Slab;
(viii)	Rs/	(Rupees
		
	Only) on Slab;	Casting of 6 th

(ix)	Rs	/	(Rupees		
	_				
	Only	/) on	Casting	of	7 th
	Slab;				
(x)	Rs	/	(Rupees		
	_				
	Slab;	v) on	Casting	of	8 th
(xi)	Rs	/	(Rupees		
	Only) on Commen	ceme	nt of Brick		ork;
(xii)	Rs	/	(Rupees		
	Only) on	Commen	 cem	 nent
(xiii)	of Plaster Work;	/	(Rupees		
	Only of Flooring Work;	y) on	Commen	cem	ent
(xiv)	Rs	/	(Rupees		
					
	Only) (Sanitary Work;	Comn	nencemen	t of	the

Rs	/-	(Rupees
Only)		

Within 15 (fifteen) days from the date of intimation by the Promoters to the Allottee/s that the said Apartment is ready for Possession, which is/shall be payable by the Allottee/s to the Promoters by way of Pay Order / Demand Draft Only to be made in the name of "M/S"

(d) The Consideration above excludes all kinds of taxes and statutory charges viz. Goods and Service tax(GST), various kinds of cess, Stamp duty charges, registration charges or such other taxes/charges as may be applicable in respect of the said Apartment and to these presents during the tenure of the project i.e construction of said Building and up to handing over of the said Building to the respective Society that may be formed in future (hereinafter referred to as "Statutory charges and taxes") and accordingly the Allottee/s shall be solely and absolutely liable to make the payment of said Statutory charges and taxes incidental thereof without holding the Promoters in any manner responsible during the tenure of the project as aforesaid. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes the same shall be payable by the Allottee/s on demand by the promoter and the Promoters shall not be responsible for the same. The Allottee/s shall at all-time hereafter keep the Promoters indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law by the Allottee/s and further the Allottee/s undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee/s in payment of said Statutory charges and taxes.

- **(e)** The Consideration escalation-free, is save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand for increase in development charges, cost, or on the Allottee/s levies imposed by the competent authorities etc., the Promoter the notification/order/rule/regulation shall enclose said published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- (f) The Promoters shall be entitled to and shall send to the Allottee/s, intimations/ Demand Notes, demanding payments of the relevant amounts under these presents or installments of the consideration from the Allottee/s as and when the same falls due as per Clause 2(c),2(d) and 2(e) above. Such installments shall be payable by the Allottee/s strictly within the period mentioned in such intimations/Demand Notes. The Allottee/s hereby covenant/s with the Promoters that the Allottee/s shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. In respect of the payment of each amounts under these presents or installments paid by the Allottee/s, the Promoters will pass separate receipt. The time for making the payment of each of the aforesaid installments and all other amounts due and payable shall be the essence

of the contract. Without prejudice to other rights specified herein Promoter shall be entitle to and the Allottee/s agrees and shall be liable to pay to the Promoter, interest as specified in the Rule i.e Highest Marginal cost of Fund of SBI plus 2% PA or at the rate as may be applicable from time to time, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

- (g) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3. (a) If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said Apartment then in such a case the Allottee/s shall be required obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Apartment to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name the Promoters only i.e. in favour Bank A/c and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk

and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase consideration and consequences for non-payment /default in payment shall be followed

(b) Without prejudice to the right of Promoters to charge interest in terms of sub clause 2(f) above, on the Allottee/s committing defaults i.e On receipt of demand letter as mentioned above followed by 2(Two) reminders for payment of amounts under these presents and /or instalments including said Statutory charges and taxes, the Promoters shall at his own option, may terminate this Agreement, Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s , by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s , of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement. However upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s within a period of thirty days of the termination, the instalments of consideration of the said Apartment which may till then have been paid by the Allottee/s to the Promoters subject to amount so paid or 10% of consideration amount whichever is lower to be forfeited and after providing for adjustment and recovery of liquidated damages or any other amount which may be payable to Promoters subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such Termination or any other amount which may be payable to Promoter:

- (c) The Promoters upon such terminations shall be entitled to sell, transfer and assign the said Apartment and all the rights, title and interest therein in favour of any third party on such terms and conditions as thought fit and proper by the Promoters without any recourse and/or reference to the Allottee/s. However if Allottee/s had seek loan from any financial institutions/banks etc., against the security of the said Apartment after prior consent/approval of the Promoters and promoter exercise its right to terminate due to some breach of terms and conditions mentioned herein then in that case Allottee/s hereby undertakes/undertake to clear the entire outstanding and to obtain mortgage debt necessary letter/confirmation stating clearance of mortgage, etc. from such financial institution/bank, etc. and the Promoters shall directly pay the amount to the banks and financial institutions etc., from the amount standing to the Allottee/s credit subject to deductions mentioned above (paid by him/her/them to the Promoters towards the consideration amount) with the Promoters towards the said Apartment and to that extent, so as to clear the mortgage debt.
- 4. The Allottee/s agrees with promoters that he/she/they shall not sell/dispose of the said Apartment till the date of Possession without written consent of the Promoter whereas Promoter agrees to give consent within 10 (ten working days) from the receipt of such request;
- 5. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund

the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in clause 2(f), from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s which shall be payable within forty-five days with annual interest at the rate specified in clause 2(f), from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter to be arrived as per Clause 2(a) of this Agreement.

- 6. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 7. Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be agreed herein. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c), 2(d) and 2 (e) herein above. (hereinafter referred to as "Payment Plan").
- 8. The Promoter hereby declares that the FSI as on date in respect of the said Property is _____Sq. mtr. only and Promoter

plans to utilize F.S.I of ______ Sq. mtrs for the said buildings by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project/said Property. The Promoter has disclosed the Floor Space Index of ______ as proposed to be utilized by him for the said building as described herein and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- The fixtures, fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in AnnexureF, annexed hereto.
- 10. The Promoters shall give possession of the Apartment to the Allottee/s on or before December, 2019. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 2(f) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- i. war, civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii. Non-availability of steel, cement, other building materials, water, electric supply, etc.
- iv. Delay on the part of government authorities to sanction approvals or issue certificates viz. Occupation Certificate
- 11. If the Promoters fails to abide by the time schedule for completing the said Building and handing over the said Apartment to the Allottee/s due to any other reason not eligible for grant of extension as mentioned in clause 10 herein above, then in that case Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in as specified in the Rule i.e Highest Marginal cost of Funding of SBI plus 2% PA or such other rates as may be applicable from time to time, on all the amounts paid by the Allottee/s, for delay till the handing over of the possession.

12. PROCEDURE FOR TAKING POSSESSION:

the competent authority and the payment made by the Allottee/s as per the payment plan under this agreement shall offer in writing the possession of the said Apartment , to the Allottee/s in terms of this Agreement to be taken within maximum 3 (three) months from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s .The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

- ii) The Allottee/s agree(s) to pay the maintenance charges as more specifically mentioned in clause 15(ii)
- iii) The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- iv) The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartments are ready for use and occupancy:
- v) Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Promoters as mentioned herein, the Allottee/s shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 12(ii) then such Allottee shall continue to be liable to pay maintenance charges as applicable.
- vi) If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The aforesaid warranty given by the Promoter is applicable only if after occupying the apartment the allottee shall maintain the apartment in the same condition as it was handed over to him by the promoter. In case the allottee makes any changes of whatsoever nature including shifting of the walls, doors, windows

and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association/company. Further, cases including where the allottee (i) installs air—conditioners on the external walls haphazardly which may destabilize the structure, (ii) allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the allottee shall not be entitled to invoke the aforesaid warranty given by the promoter.

- The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- other premises/spaces in the said Building/s for any use, subject to the permission of the concerned authority, if any required. An Allottee/s, subject to above, hereby gives/give his/her/their consent to any use thereof by the Promoters. It is hereby expressly agreed that the Promoters shall be entitled to sell the Apartments and/or any other premises/spaces in the said Building/s for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for any type of commercial user, consulting rooms, banks, community halls, stalls, banquet halls, restaurants or any non-residential use as

may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said Shop/Apartment to be purchased by him/her/them accordingly and similarly the Allottee/s shall not object to the use of the other Apartment and/or any other premises/spaces in the said Building/s for the aforesaid purposes, by the respective Allottee/s thereof. The Allottee/s shall not change the user of the said Apartment without the prior written permission of the Promoters and the concerned local authorities.

- **15**. (i) The Allottee along with other Allottee/(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known as "VEENA" DYNASTY" or by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee 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 the Registrar of Companies, as the case may be, or any other Competent Authority.
 - (ii) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the

proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the administration of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The further agrees that till the Allottee/s Allottee/s share is so determined the Allottee/s shall pay to the Promoter provisional contribution of Rs _____ lump sum. (hereinafter referred to as Maintenance charges) The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the administration of the society is not handed over to the society. On such handing over of administration to the Society the aforesaid deposits (less deduction provided for in this Agreement and expended for maintenance of the society) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

iii) On the vesting of the management and the administration of the said Building/s in the Society or upon the Allotees/s of the Apartment in the said Building/s, being admitted as members of the Society, the said society shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal/Nagar parishad Taxes, Water charges, salaries of the

- employees charged with the duties for the maintenance of the said property and the said Building/s.
- The Allottee/s of the said Apartment shall, so long as and till the iv) various Apartment in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay the proportionate share of such taxes, rates, and other outgoing assessed on the said property including the said building on ad-hoc basis as may be decided by the Promoters. The Allottee/s shall continue to pay such amounts as decided and intimated by the Promoters without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allottee/s alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said premises, the Allottee/s shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damage in respect thereof
- (v) Being conveying the said property part of layout property right is vested with the owner consequently the Promoters have no right to convey the Said Property and accordingly Promoter shall extend all cooperation for Conveyance which shall be executed only by the Owners upon the completion of the development of the entire layout being the said Layout property more particularly described in the First Schedule hereunder written.

16.		e Allottee/s shall on or before delivery of possession of the said
	i.	Apartment pay to the Promoter, the following amounts: Rs/- for share money, application entrance fee of the
		Society or Limited Company/Federation/ Apex body.
	ii.	Rs/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
	iii.	Rs/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
	iv.	The Allottee/s shall pay Rs/- to Promoter as reimbursable cost which is paid by the Promoter on behalf of Allottee/s .
	V.	Rs/- For Deposit towards Water, Electric, and other utility and services connection charges &
	vi.	Rs/- for deposits of electrical receiving and Sub Station provided in Layout.
	fc pi Pr Li ru	ne Allottee/s shall pay to the Promoter a sum of Rs/- or meeting all legal costs, charges and expenses, including rofessional costs of the Attorney-at- Law/Advocates of the romoter in connection with formation of the said Society, or mited Company, or Apex Body or Federation and for preparing its ales, regulations and bye-laws and the cost of preparing and agrossing the conveyance.
	(c) TI	ne Promoters are authorized by the Allottee/s on his/her/their

behalf and out of the amounts so deposited, to spend for all costs for preparation of all other documents, deeds, declarations, costs

of lawyers for transfer of the said Building/s and /or portion thereof, to the said Co-operative Society and/or Association or Federation and such costs and costs of transfer are to be borne and paid wholly by the Allottee/s , but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allottee/s and other acquires of Apartment. Incase if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allottee/s .

(d) At the time of registration of conveyance deed of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows:

1. The Promoter has clear and marketable title with respect to the Said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Property and also has actual, physical and legal possession of the Said Property for the implementation of the Project;

- II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development of the said Building;
- III. There are no encumbrances upon the land appertaining to said Building or the Said Property except those disclosed in the title report or under online uploading of registration of project or under this agreement;
- IV. There are no litigations pending before any Court of law with respect to the land appertaining to said Building.
- V. All approvals, licenses and permits issued by the competent authorities with respect to the Said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Property, Building/wing and common areas;
- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- VII. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Property, including said Building and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 - IX. At the time of execution of the conveyance deed or such other vesting agreement of the structure to the association of Allottee/s the Promoter as mentioned herein above shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
 - X. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Building to the competent Authorities subject to terms and conditions mentioned herein;
 - XI. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Said Property/or said Building except those disclosed in the title report.
- XII. The Promoters have prior to the execution of these presents specifically disclosed and represented the Allottee/s as under which Allottee shall be deemed to be accepted on execution and registration of this presents:
 - (a) That the Promoters have only purchased and acquired development rights to utilize and consume **4**,82,493.18 sq. ft. in Sector "F" of the said layout as per the Development Agreement dated 31st December 2009 on terms and conditions therein

recorded and the Promoters while carrying out the entire development either together or in phase wise manner is bound and liable by the covenants and conditions agreed with the Owners as recorded therein:

- (b) That all the areas falling under reservation, whether D.P. Roads, gardens, play grounds, utilities or otherwise forming part of the layout property shall remain and belong to the Owner. That the R.G. appurtenant to the said property is forming part of the said layout property and is to be jointly developed by the Promoters alongwith the developers of the adjoining property proportionately. It is made absolutely clear that all the F.S.I. that may be generated from such R.G. or its development shall belong to the Owner only in terms of the Development Agreement dated 31st December 2009 and the Owner shall be entitled to utilize the same on any portion of the layout as he may deem fit and proper;
- (c) That the Promoters shall form single or more co-operative societies in respect of one or more buildings to be constructed on the said property. The Owner shall upon the formation of the said Societies by the Promoters and other Developers of the layout execute Deed of Conveyance in the favour of such Federal Cooperative Housing Society that may be formed by the Owner, which shall be the Apex Body of the layout. The Co-operative Societies formed by the Promoters on the said property shall become and be obliged to become members of such Federal Cooperative Housing Society and the Federal Society shall grant a sub-lease at a nominal yearly rental (say Rs. 1/- (Rupees One Only) per building. All the Title Deeds and miniments related to the said property shall be delivered to the said Federal Co-op. Hsq. Soc. Ltd., and such society upon formation shall look after the maintenance and the infrastructure and the public recreation and other amenities of the layout.

- 18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenants with the Promoter as follows:
 - I. To maintain the said Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - П. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
 - III. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the

rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- IV. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- V. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- VI. The Allottee/s has prior to the execution of this Agreement, satisfied himself/herself/themselves about the Title of the Owner/Developer/ Promoters to the Said Property as more particularly described in the First Schedule hereunder written, and has/have accepted the Certificate of Title issued by K A SANGHAVI & CO, Advocates and Solicitor dated 10/10/2012 , which is annexed herewith and which has been perused by the Allotte/s and has/have agreed not to raise any further requisitions or any objections in relation thereto hereafter

- VII. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- VIII. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
 - IX. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
 - X. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
 - XI. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment

in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- XII. Till a indenture of Conveyance or such other vesting document of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- XIII. The Co-operative Society of the said Building/Wing shall incorporate the name "VEENA DYNASTY" in its name and that name will not be changed under any circumstances without obtaining written permission of the Promoters.
- XIV. Furthermore, the Allottee/s undertakes/undertake and declares/declare and grants/grant his/her/their irrevocable consent for the said name mentioned above and accordingly agrees/agree to vote in favour of the said name in the resolution to be passed in the General Body Meeting of such proposed Society and/or Association and Federation for the reservation of name for the proposed Society and/or Association and the said proposed Society or Association or Federation, as the case may be, shall adopt and accept the name as stated above for the said Society and/or Association or Federation. The Allottee/s shall also not alter the name of the scheme or the name of the Building/s in which the said Apartment of the Allottee/s is/are situated. The said Building/s shall hereafter be permanently known as "VEENA DYANSTY".
- XV. It is hereby expressly agreed that, the Promoters shall be entitled to sell the Apartments/commercial premises in the said building/s for the purpose of using the same as guest house, dispensaries,

nursing homes, maternity homes or for commercial use, consulting rooms, banks, community halls or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee/s shall be entitled to use the said Apartments/commercial premises agreed to be purchased by him/her/them accordingly and similarly, the other Allottee/s and/or Society shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective Allottee/s thereof.

- XVI. The Allottee/s is/are aware that the building plans are sanctioned by the VVCMC and as such FSI, that may be consumed while constructing building/s on the said Property may be in proportion to the FSI consumed thereon, so also some of the common amenities like gutter, sewerage, electric cables, gardens, roads, open parking spaces etc., are commonly provided for all buildings constructed or to be constructed on the said Property and that the Promoter cannot sub-divide the smaller property. The Allottee/s shall not insist upon, nor the Promoter shall be liable and/or responsible to obtain sub-division in respect of the said Property.
- XVII. An Allottee/s hereby agrees and confirms that Not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the building/s or Wing/s.
- XVIII. Allottee/s state, declare, agrees, confirm that he/they have taken inspection of sanctioned plans and accordingly is aware of the fact that parking spaces available in layout is to be allotted/sold to flat purchasers who requested to which Allottee/s shall not object nor interfere with further Promoter shall be at Liberty to allot/sold as they may deem fit and proper or as per their policies (for proper

management of parking spaces), which Allottee/s is/are aware of and have agreed and consented

- XIX. The consideration amount is agreed and accepted by both the parties after considering the current market situation and the benefits available to the promoter in terms of any credits, set offs, concessions, rebates, incentives available to the promoter under any direct or indirect tax laws. The buyer agrees that he will not claim any further concession/discount/rebate/incentive on the agreed price under any circumstances.
- XX. The Allottee/s hereby agrees and confirms The stilts and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the Promoters and all benefits thereof, will belong to the Promoters and the Promoters shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the Promoters may deem fit and the Promoters shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. therefrom
- XXI. Allottee/s hereby expressly agreed that the responsibility of the Promoters shall be restricted to the extent of providing pipeline, overhead water tank, underground water tank and the water connections to the Building/s and/or Wing/s as per the norms set by the Municipal Corporation/ or the relevant authority. Thereafter, if there is any shortage in water supply for any reason whatsoever, the Promoters shall not be responsible for the same. Similarly, the Promoters shall get the necessary electric meter installed and obtain the electric connection in respect of the said Apartment. However, if there is insufficient support of the electric power by the electric power company the Promoters shall not be

held responsible for the same and complained of deficiency of the service.

- 19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body transferred to the Apex Body /Federation as hereinbefore mentioned.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Apartment.

22. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter

or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s , application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount amount so paid or 10% of consideration amount whichever is lower to be forfeited and balance shall be returned to the Allottee/s without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

24. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

25. <u>PROVISIONS OF THIS AGREEMENT APPLICABLE TO</u> ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

26. <u>SEVERABILITY:</u>

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. <u>METHOD OF CALCULATION OF PROPORTIONATE SHARE</u> <u>WHEREVER REFERRED TO IN THE AGREEMENT:</u>

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project.

28. <u>FURTHER ASSURANCES</u>:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and same shall be subject to terms and conditions mentioned herein.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s , in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

- The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 31. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s:_

Allottee/s Address:

Notified Email ID:

Promoter Name:

Promoter **Address**:

Notified Email ID:

and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

33. <u>JOINT ALLOTTEES:</u>

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s .

34. <u>STAMP DUTY AND REGISTRATION:</u>

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s .

35. <u>DISPUTE RESOLUTION:</u>

Any dispute between parties shall be settled amicably. Incase of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the competent courts of Vasai jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (Mumbai) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE HEREINABOVE REFERRED

(THE DESCRIPTION OF THE LAYOUT PROPERTY)

All that piece and parcel of non-agricultural lands admeasuring about 10,23,301 Sq. Mtrs. or thereabout situate lying and being at Village Achole, Taluka, Vasai, District Palghar bearing Survey Nos. 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 25, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 114, 119, 230, 231, 232, 234, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 251, 254, 257, 259, 260, 261, 262, 265, 266, 267, 270, 272, 273, 274, 275, 276 and Pardi Nos. 9, 11 and 24 as per Kami Jasta Patrak issued by TILR Vasai and of the Village Gokhiware, Taluka, Vasai, District Palghar bearing Survey Nos. 97,105 & 106, as per Kami Jasta Patrak issued by TILR Vasai and of the village Manickpur, Taluka Vasai, District Palghar and bearing Survey Nos.. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 & 157 as per Kami Jasta Patrak issued by TILR Vasai in the Registration district and Sub-District of Vasai

THE SECOND SCHEDULE HEREINABOVE REFERRED

(THE DESCRIPTION OF THE SAID PROPERTY)

All the pieces and parcel of land admeasuring 18,060.38 sq. meters comprised in Sectors F with right to utilize and consume 4,82,493 sq. ft. as per the CIDCO Approved plans bearing Ref No. CIDCO/VVSR/ REVI/BP/ZCC-20/E/3756 dated 16th April 2009 lying, being and situated in the Registration district and Subdistirct of Vasai in Village Achole, Taluka, Vasai, District Palghar and forming part of the Group Housing Scheme- ZCC-20 and bearing New Survey Nos.

per Kami Jasta Patrak issued by TILR Vasai and forming part of the said layout property more particularly described in First Schedule hereinabove written and bounded as under: -
On or towards North :-
On or towards East :-
On or towards South :-
On or towards West :-
THE THIRD SCHEDULE ABOVE REFERRED TO SAID APARTMENT:
Apartment No area admeasuring Sq. Ft. Carpet Area (as per RERA, 2016) and Sq. ft. (as per VVCMC), on the Floor of the said building known as "VEENA DYANSTY", constructed on the property mentioned in the First Schedule herein , lying, being and situated in the Registration district and Sub-distirct of Vasai in Village Achole, Taluka, Vasai, District, Palghar PAN No. of Allottee/s :
PAN No. of Allottee/s :
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written. SIGNED AND DELIVERED by the } Withinnamed "PROMOTERS" } M/S. NIKUNJ DEVELOPERS } Through its PARTNER } SHRI. HARESH SANGHAVI } in presence of }

SIGNED AND DELIVERED by Withinnamed "ALLOTTEE/S"	_	} _ }
in presence of	}	_ }
WITNESSES		}
1.		}
2.		}

RECIEPT CLAUSE

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मित्रागा (xt//) र । । / । । इ. मस्तुल/इक र/टे-४/१२४० रिस्ट्यार वर्ष्ट्र विक्ट्याध्यारी कार्यास्य, ठाणे. दिनांड: १९/४/१९४५

पावते:

- श्री बद्धार बंद्रवा बाटीत व स्वर-२२५ वाचे वितीने क्वनुबत्यारी श्री राकेश् वधायत वांचा वर्व दि.२५,११,६४.
- तरिकार वसडे वांका भोजनी जरणात कु मस्तुल/विनरेसी/श्लाडार ७६
 विनाक ८०१२,१९६५
- असो-देशर, विकार कार्य गर्मकहील दिशास परवानां! कृतिकारे/क्वीक्व एसआर/पीपी/१०३०-किसीत/२०/आस/मध्य दि.१८ पुरी १९६४.
- मुख्याध्यारी, नावातीपारा न.पा.वारी वा.कृ.१७७/६१-६२ वि.१५.६.
- भ] जनकारितक कामे वन विभाग काचे वाचिकहील वर.कृ.१/२०/विमन/१९६६ सः १९८९-१० वि.१५.६.१९८९.
- विस्तारिकारी, ठाणे वाक्षिणीय कार्यश कु. नतकुर/कथ-१/८-४/एन१वी/१९७४
 १५७/८८, २६०/८८ व २१८/८८ हि.५.२.६०.
- की कि भीशानिक, जन्मिया प्राधिकरण, ठाणे वर्षि कृ सारसहीप/१८एप/ प्रकीट न्यूनीईएन/१९७५/६५ वि.१५.६,६५.

वादेग

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ं ज्या अभी, त्री मधुनर बेंद्रया पाटीत व स्वर-२२५ वाही बुलमुहत्यारी त्री राजेबहुमार बधावत राहणार-ववपर, वतर वाहुका वतर विक्ताण वर्षमा ठाणे जिल्ह तील क्वर्ड वातुववाठीतनीचे-बाबोंडे वा रिकाणी भूमायन के./त.चं,२७२/१ व इतर सोस्वर्ड पूचन व व व व व व व वेंद्र वेंद्रेत्या जापत्या मास्कीच्या प्रमिनीकीठ २१७२७५० वो.भा.स्वद्रवा बावेबा रहिवास व वाणिक्य वा विवासीको पृथीवनाई व्यापर करण्याची परवाकती विक्रायाबावत क्वें वेंद्रेता ठावेड

त्वा स्थिति असाः

- १) -ही करवानात अधिनियम त्याबासी केवेदे रीनवन सहुता अधित हमून देणका आहेती आहे.
- व्यव्यामाही व्यक्तीने शिंग्डीने) क्या प्रमिनीया नायर व त्यावरीत स्मा वीच्या वाणि विवा बन्य बर्ध्यमानाया स्वयंग, तक्त प्रायितीया च्या प्रयोगनाही

अभी विका स्थित विवासीयवासी भाग स्थित अभी इसारव वांचा स्वर सीर्यत्यासी पूर्व क्लाचे विस्ताधिकारी, ठाणे वांच्याकहून वहा उर्धांची कागावू लेखी वरवादगी मिळविल स्थित वांचर करवा सामा गये. इसारवीच्या वांचरात्रक विमिनीना वांचर ठरिन्यद्वहें वेहेंच.

- असी परवाकारी पेणा-या प्राप्तकान्याकतुः असाभुकंताची विश्वत लगाने वे कोणते सम्मुकंत करणवाचाकत मंतुरी निकाधि असैव तथा समभुकंताची आणती गोटविभागणी करता काम करे.
- ४) अनुवागाणी व्यवसीने [अ] विस्तारिकारी व होईरिश नगरपादिका प्रारक्तरण पानि समाधान कोर्स्ट क्या रिसीने अमा विमिन्नीक रखे, गढारे वर्गरे बहुन जाणि । व मुनायन विभागाकदून क्या भूकाको मोक्यी व त्याचे सिमाईक करन सी विमिन्न सा आई स्थान वारक्षेत्रसून एक वर्षाच्या अर्थ्वनंत्र जाराक्ष्यपापणित कारेको राजे विस्तीय केवी पानिते. जाणि क्या रिसीने दी विमन्न विस्तीय केवी वार्मार्थ्य स्थाने त्या विभनीको कोण्यासी रिसीने जिल्लीन साबदा कामा नथे.
- के) प्रशासिक बीमनीरिकी प्राप्त 'व' प्रधोव विभिन्नो कुछ कायहा करन धने या पात्र के स्थाने तएर श्रीमनीये जानारार्च ४० पट करराणा के १८२६/- (अक्ष्री कार्य प्राप्त क्ष्मा बेह्नी संस्थीत मात्र प्रवटी रशक्स पार्चनी कृ.४७३६६० दिनाक १२.६.६५ रोजी ब्हार्ट हैटेक्कर जानोडे श्रीके भएणा केवेडी जाहे.
- अनुवापाठी मान्तीय असा भूके स्मित्यमा उद्येष ब्रिया त्यामी स्वर प्रभारे विस्तेश्वाद लाकावणी असेव वर बसा बहुजामाठी व्यक्तीने को भूके त्या कारेसाव वाणि हमारीमध्ये नमूक नेवेश्या सांति माकन कराय विक्यो किया उसा सर्वित्वस्य त्यामी कर पृकारे विस्तेयाद लाको आणि त्याने निक्यावित नेवेश्या निकेशाव करा साम स्वर्थकरणे हे स्वार्थ क्विया अतेव.
- ७) वाडोबत बोडवेरचा रेव्स जाराश्क्ष्यात काणि विना इमारतीच्या नकारात निर्देश्ट केरवापुमालेव दक्ष्या गोठे देनावर बांत्रकाम करणवा विभेती ही परवासती देणु जावेद आहे. तक्ष्य पुळ्डावीस नकारक्षेत वर्गविस्तामुनाचेस दुर्गीरव देल दिना बांध्याम मोख्ये तोडवे पारिले.
- वृक्तावित स्थानाव के नकासात वर्गीक्टेल्या नवत्यापेका पारत नवस्यपि तत्।
- प्रस्ताविक बनारत विका कोम्प्रोडी काम (क्षास्ताव) वर्षण्या वार्थनामात तुका करण्डापूर्वी अनुप्रागृत्ती काम्ब्रीने (क्रुंग्टीने) कारणादिका वर्षनाको वर्षमाम करण्याचि वी बावावक वी प्रधाननी क्रिक्रीको है क्या व्यक्तिय हुंपालारक क्रुंब.
- अनुवागाची स्थवदीने ठोकः पडितरणः नकाशात दसीवस्थापुमाणे दिनानिकः ।
 श्रीवन्ने उंतर (व्यापन मार्थिन्त किरदन्तिकः) तोक्ते पारियेः
- 10] या बादेशाच्या दिनांशावासून २० दिनांशा काठावधीत बहुआणारी व्यक्तीं हैं बशा प्रतिनीमा किरारेक्षकी पृथीवनाताठी बायर करण्यास सुख्याव केवी पाक्षिके नाम देवीयेजी उसा काठावधी वाटिक्ण्यांथ आद्या कांच तर दी गौम्द-उताविका अनुवामा व्यवकीने द्वपदीवताप्रमाणे न केरणास का प्रवासकी रद्य करण्यांच वाची काल्यापे समकावांच वेदेवके
- 11) प्रताबित विभिन्नियो प्रा विभिन्ने पूर्णीय किस्तेशी आतंत्वा उन्हें मान का विभिन्नेशी परिवर्ति विभिन्नेशी आदेशायीत रहाँनिकी प्रमाण किस्तेशी वापर एक वर्गीने उति वाकेश नावी. उत्ता उपोवासीतक व पति द्वांत्र वादेशाये रहे सेतावास्य व्य बागाली प्रांती मन्त्रक. द्वांतित्वम १९६६ दे क्वम वस्ति व मन्त्रे के १००० कि ब्रिक्ट वनुवागाली क्वमती मानवती कृ.१७०१६८१ १६.१२.७.१५ रोजाक्वाठी सना वादी के शिक्ट परणा केवेडी वादे.

- १२] अनुवागाली अवस्तीने क्या गिमनीचे बिगररेडकी प्रयोजनार्ध वापर करण्यांत दिनांकात तुक्तांत केती असेत आणि किंवा ज्या विन्तंत्वतंत त्याने तथा विमिनीचा दए करण केता असेत तर की दिनांक त्याने एक महिन्याच्या बहुत तवाउपानार्थ्य तर्वा दह विजयात्त कावित परिचे. वर वो उद्दे क्याणात पुनेत तर महाराम्यू अभिन मत्युत (विभिनीच्या वापराय करत व विभारतेत्वी आकारणी) नियम १९६९ मधीत १५०म ६ त्याच्यात्त कावित करण्यांत क्या महाराष्ट्री वाच ठरेक.
- 12) अवा विभिन्नेका क्या पृत्तोषनाचे वापर करण्यात बनुवागृतिह परवाकति देण जाती वतेत स्याप्तां काच्या करण्यात प्राप्तं करण्यात्या विवादतात्र तद वनुवाने स्था विभिन्ने त्या काच्या करण्यात् प्राप्तं करण्यात्या विवादतात् व्याप्तं करण्यात् वर्षे व वाणिक्य क्षेत्र वर्षे व वाणिक्य करण्यात वर्षे काच्याति प्राप्तं क्षेत्र वर्षे वर
- - १५) विभिनीक्षा विकासिकती वापसाय सुक्ताय केष्यापाद्धन एक मीवन्याच्या अङ्ग्रे अनुतामातीके विभिन्नीक्या मोक्सीकी को विकी पारिके.
 - १६) भूमापन विभागांकहुन विभिन्नेची मोबाणी करणवाद उत्तरवार्त्वर उत्ता विभिन्नेचित्र के केवल केवल विभागांकहुन विभिन्नेची मोबाणी करणवादि जा जालेगांव जाएण उत्तरको नमूब केवले केन क्षेत्र किलानेची जाकारणी वर्षक करत करणाई। वर्षक व्यव क्रियांक्रिकेची जाकारणी वर्षक करत करणाई। वर्षक .
 - १७) सदर गरिनीच्या विगरतेको यागरात प्रारंभ केल्याच्या दिनक्काणातुत् को वर्षीच्या कातावधीत अनुवागातीने वसा याभनीवर वावध्यक की स्थारत बर्धाणी हा वर्षाण्या स्टब्स् वादेश रद्ध सम्बद्धीत वेद्धतः व अनुवागाती सङ्क्षेत्र वर्षाणीताः नव्याने वर्षे तर्पार करावाणीताः नव्याने वर्षे तर्पार करावा साध्यः
 - १८) पूर्वीच हुंदूर नेतित्या नकाशावर हुन्य कार्येषण बर्द्धक्षेत्रा प्रभारतीय बहुवानु कोण्याकी भर पालता काना नये. जिल्ला की मध्ये कोण्याकी मेरबद्ध करता काम मान बनी भर पालक्याकाठी दिला केरबद्ध करण्याताठी जिल्लाकिन-पाणी प्रथा पेटबंग करें कोण की बना भरीने दिला केरबद्धाने नकारे हिंदूर करने देखें अस्तित वर मोच्य वेग्नी.
 - १९] अनुप्रागृही व्यवसीने आवृत्राष्ट्रका परिशरात अस्ववस्ता व पाण निर्माण इ नावी क्या रिवीने बायत्या स्वधःभ्या स्वाने आपती पाणी पुरस्याची व तर्रुक्षाण भिवरा करण्याची क्यांस्था क्यी पारिके
 - २०) बॉमनोभ्या बैकारोडकी बागराव प्रार्ड्स केल्याच्या दिनहेगारावृत एक मुहि क्या कारावधीय क्युवागाणी व्यव_{नी}ने महाराष्ट्र विस्त महतून (बीक्तीच्या प्राप्ती बदत व केंद्रीच्य काकारपी) निवन १९६९ वालीव क्युवा पावमध्ये दिलेल्या महत्त्वी

मनद करत बीच या बीचसावीय वर्ष स्त्री तमाविष्ठ करणे त्यात बंधनहारक उतेत.

वांत) या जादेशात आणि तनयोषाध्ये नमूद केन्द्रेया स्त्रापिकी कोणत्याची स्तिषि अनुजानाकी व्यक्तीने वस्तुंक्त केन्द्रात वक्त बर्धधीनवमाद्रेय्या वपश्चमान्त्रये उता अनुजान उत्ता कोणस्याकी सास्त्रीत पान तरेत त्या सास्त्रीय बाबा न येठ देवा ठाणवाच्या विस्त्राधिका-पात को निर्दिष्ट करत उता द्वेत वाणि वाकारणी भरत्यानंतर उत्ता व निषा भुक्त जनवाराच्या वाच्याव राष्ट्र देण्याचा वाधकार उत्तेव-

राव) वराह के "व" मध्ये कारीकी वंतर्भ वसते वरीकी वा परवानाीच्या वर विकास बाकू कोण्योकी क्यारत किया बांध्यान क्ये करणवांत वाचे करेंग्र किया जर बातूरी विकास या बमारतीच्या किया बर्ध्यामामा वापर करणवांत वाला उसेव द विनिधिक्त कुरतीच्या बर्ध्य क्या क्षेरवीने तथारकेरी बमारक कादून हाक्य्याविन्द्री " शे सेरव केरबंदत करण्याविन्द्री ठाण्याच्या विस्ताधिका-वाने निर्देश येथे विधी क्षेत्रत क तिहें ठाण्याच्या विस्ताधिका-वाला अभी क्यारत विद्या वर्ध्याम कादून्द्राक्य्याने किया नाम करवृत केणावा क्षित्र तथा विस्ताधिका व्यक्तिका क्षेत्र वर्ष्ट्रवाच्याविक्तून " विकास महत्वाची ध्यकाकी म्हणून बतून करने केणावा विध्यार अस्ति।

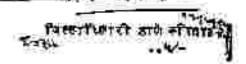
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- च्या च्या च्या शिक्षणे द्वारं गार्थ कृ. तिक्रको व्यक्ति एकबार विचित्रित विकास परवासारिक क्योन्तर्मेट स्वति ।
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- २४) इनुप्रामाडी कांनी विक्यों नदाई वादिककील मंदूर नकाशावर वसून कांद्रश केंने वादिके कांकि किस्सों व महतून सारवाचे पूर्व परवानगीओवाच कोणवाटी करव करवा कामा नवे.
- २५] अनुस्ता ग्रुंसी सिट्योन्यतं ग्राविस्तीतं वांध्याप नवासा व्यक्तितेतः । वांध्याम केरवातं कार वांध्याभाषध्ये कतः कव्य र आवा वद्यं क्षेत्र निर्वेशकं वादाः अनुसामाता है महाराष्ट्र पृथ्वेतिक नगरपना साधिनियम १९६६ वे क्ष्म ५२ बन्द्रोरं कोंब्बरी स्वक्राणा गुन्हा वाक्ष्य करणेत नात्र राव्योतं न उते नावा वांध्याम पूर । पात्र राष्ट्रीत
- रह] प्रमृतिक वारोबंकी त.नं २४० हि.नं,२ क्षेत्र ७६५०.० ही बिग्त विका विकास वार्वीची जात्यामुळ अकृत क परवाना। देवाता तहरह वारोब देश व्यक्त ज परवानगी क्रिकेटी जाहे, स्वरह विभन तुन्या क्ष्मीने कल मिळ्येसाव्य जनुवागाही जातुका संक्ला विभाग क्षिण भाग प्रभूषिको कई वादर क्ला जावरण की परवानगी प्राप्त कल विकास होता तहरह केनाची उक्तिक परवानगी मिळ्येबाका या कार्यात्य वर्ष सादर करावा कोपरीत त.नं,२४० हि.नं.२ क्षेत्र ७१५०.० वी.ची. क्षेत्रात हमार जांकाम कर नते.

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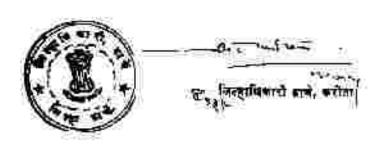
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२०) पट्टमाना बाह दस्तरे ध्यमंत बाह दस्ती नरोश्तर माबु दस्ती	, etaleja	u 6 50	3040		5-UV
२८) अनादेन प्रांट्ट बाटोल टामोटर नारतच्या था	ु १(†) टोल	3030	A635	मा रहाने बाटवाने	3-11
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۹, t, 7. V. 4. 70270 रहति स्पृत विनव करताक्र तुर्देश विरंदनाथ हेर्न प्रशस्त्र क्तूम रामक्त पेरहत उना स्मेरा विवाह्नार न्हाले नगोक शरिरहेंबुर्वाच्या नोवनी करिएक्प्रकृतिक जगरिय करिस्कृत प्रति मेहणा वीना वाटीस प्रेंबाबर बोना पाटील क्रिकार नोना पादीव श्रीदीबाई योना गाठीब सीनकारी जुगाईत गाउँछ धेतुबाई नाना भ्याते ६. नवक्तवास मनिवास रक्षा २०५[२१४]२ 3350 3556 क्षेत्रान उध्यक्षा धरव SUNTAGE IS TYRO ¥144 संदीने थः वहीत कृष्णा केवी R SOF] PUS Não. et co वास्ताने तदारिक पृथ्या सेवी मोरन बाईदीयाई मनिवाई पानोकर राटीत श्रुम मोद्रिम पाटीख पुलाब भारतीय परठीय हुँदा पर्यहेत गाडीत रमा दक्ताम चंदक पेक्ट्याई अस्त्यासाम मादिख ६. राम्ब्रु हुन्या महिल्ल 4.90F)POF 340 પ્રમુપ્ત वासान र- गाँडक्षेत्र कृष्णा योधरी H Master 1400 2571 गारता ने पामीपर कृष्णा घोषरी काविसाध कृण्या **यो**धरी

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24.	한 영 글		5330	Sec 6	नारवाने
eron.	पृष्णा रामकृष्ण मास्त इषः कृष्णा मामः वर दक्ष्मी गोद्धिः भौकिते विद्यावार्षः गोद्धिः भी	r un	440	UNGS	STE
ŧv.	पदीबाई नासका बी	=70.1	340	8304	वारताने

۲.	L.	4,	V.	, <u>(H.)</u>	٠,٠	• •
	सोध्य बन्द पार्टीच	Pac(Scu)o	670	W704	वास्ताने	
	ठावित्री दल्दात्रा स्पटीद	3(a0) (30a)	2110	4504		
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24	्यातीवाई गवान्त हेकार	546[853]6	4500	485	नुसद्ध कार	æ
ZV.	क्पडाकर गवानत सिर्हर मानकाबाई पहुंच बावके	U.				
44	्रितिक्षंद्र काचीट गाय न् वा	8 434[440]¢	440	ASPE	नारताने	
2	विकार नमार्चनामा	434[168]¢	1000	=1=	::: ::::::::::::::::::::::::::::::::::	
	थे राज्युमार रच्चन	\$ 991]#4F	7400	3054	सरेदाने	
3		365[368]H	450	Jute	2.0	
•	्र ८. वरोरकम परपुराम बोसी	Haplast In	840	वशरव	गाताने	
24.5	नितिती नहेंदु बोसी	Sport Carry		2564	-	Ť
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	िक्लंड सिंधाराम गाया	बरव				
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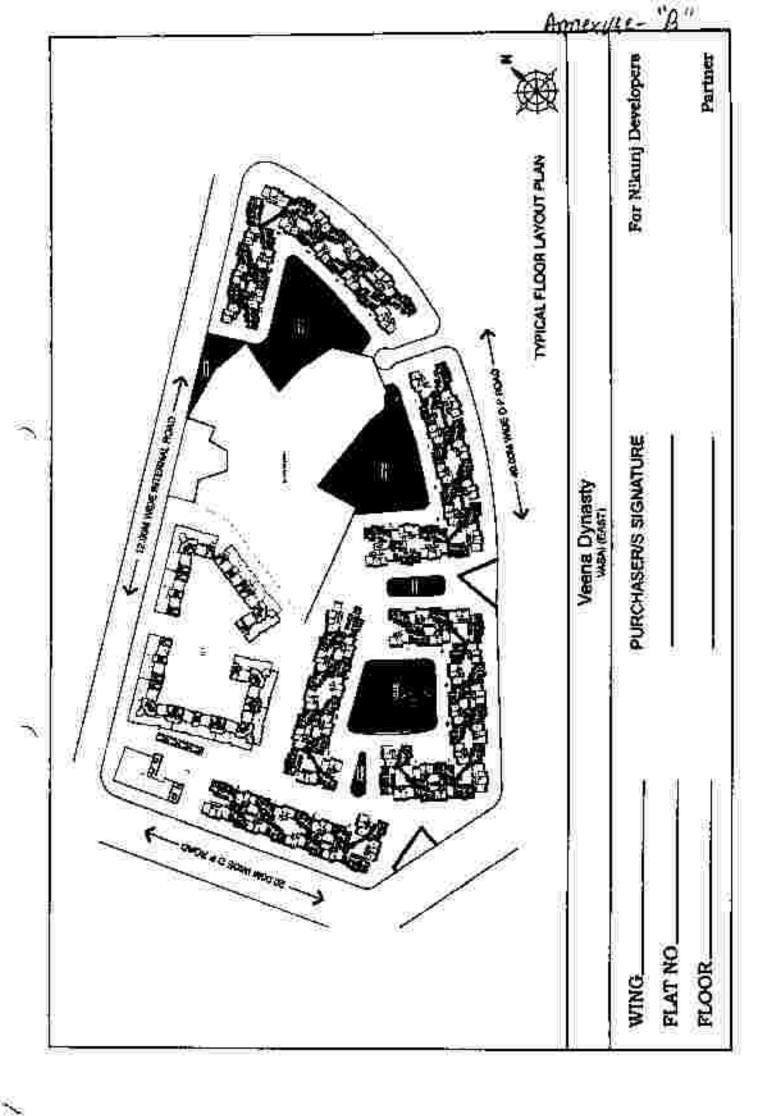
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33.	क्ष्मीरा भाषांत्र	पादीव	884[30c]I	4064	33.60	सर्विति (एना
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	e desire					
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74	राजिका <u>दी</u> ० मनोब	THE STATE OF	ABELI63 IS	3200	25.04	धोपीने
-		"Sloon	. F	06334	100	-

किश्हरविकारी कार्य, करोडी



@: 0260-3051346

K. A. SANGHAVI & CO.

ADVOCATE, PROPERTY & SOCIETY CONSULTANTS

KIRIT A. SANGHAM ADVOCATE

203, Purvee Chembers, Behind Maha Nager Paliks, Vessi Road (W.) Dist. Thans - 401 202.

TITLE CERTIFICATE

TO WHICH SO EVER IT HAY CONCERS

Sub: FSI admassuring 4,82,493.18 Sq.ft or theresbout out of N.A Land bearing S.No.241(195), H.No. 1 & 3(p), S.No. 242(394), H.No.4 & 5, S.No.238(192), H.No. 2,4 & 5, S.No. 239(208), H.No.1,2,3, 4,18,19 & 20, S.No. 270(207), H.No.7,8,9 & 10, S.No. 237(191), H.No. 2/2, 3/1 & 4 & 5.No. 240(196), H.No.2, New S.No. 2, of Village Achole, Tsl. Vessi, Dist. Theme.

This is to certify that we have taken search in sub-Registrar office Vasal from 1983 to 2012 and investigated title in respect of the above property and in our opinion title to the above Property is clear. Marketable in favour of SHMI.MAKESEKUMAR WADHAMAN subject to available reports.

development agreement dated 31/12/2009 duly registered with sub registrar Vasai Under Document No. 18/1/2010 paid Vasa12-00976-2010 dated Rakeshkumer Wadhawan had granted development right in respect of the said FSI to M/S MINUMU DEVELOPERS with a right to construct building as per sanction plan and building to the flats/shops in the 6010 the purchaser in their own DAME prospective appropriated consideration amount as they deem fit and proper.

FOR E A SAMESTAUT & CO.

(RIRIT A THEGRAVI)

ADVOCANK.

Dated 10/10/2012.

मुख्य कार्यालय, तिराम शिक्ता (पूर्व), ता. कार्यु, वि. शुक्र, वि. ४०१ ३०५



TANKS - STADE TO SULTED BY ON A SERVICE

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mm - 1411/47/86/2013-24 ham - 24/4/2013

Dt. /5/05/2013.

VVCMC/TP/PCC/VP-0743/46/9013-14

70.

Shri, R.K. Wadhawan(P.A. Holder)

Deewan Towar, Station Road, Vasai Road (W)

Taluka-Vasal,

DIST-THANE

Sub-Grant of Plinth Completion Certificate for Residential Building Type-SRS (Wing A & B) & Residential Suilding Type SS2 (Wing F. G & H), Residential /Residential With Shooline Building 8 & D (Wing 1 & J), E (Wing K), 8 & 8 (Wing A & 8), E & B(Wing G & H), B & E (Wing E & F) on land bearing Old S. Nos. 1 (1), 2(2), 3(3), 4(4), 5(5), 7(215), 8(216), 9(8), 10(7), 11(409), 12(6), 13 (9), 14(10), 15(11), 16 (12), 17(13), 18(14), 19(30), 20(31). 21(32), 25(36), 57(364), 58(382), 59(29), 60(16), 61(15), 52(28), 63(27), 64(18), 65(17), 67(19), 68(26), 69(24), 70(25). 114(23), 119(22), 230(183), 231(193), 232(194), 234(185), 237(191), 238(192), 239(208), 240(196), 241(195), 242(394), 243(197), 244(410), 245(198), 246(199), 247(200), 248(414), **249(205)**, **251(413)**, **252(201)**, **253(202)**, **254(387)**, **257(377)**, 259(2228), 260(222A), 261(221). 262(220), 265(217), 265(203), 267 (204) , 268(395), 269(206), 270(207), 272(211), 273(212), 274(213), 275(214), 276(209), 278(355) and Pardi No 9, 11 & 24 Gaothan plots, 5, No. 57(364), H. No. 3.6/1, S. No. 59(29), H. No. 1/3 of Village Achole, S.No. 97, 105 & 106 of Village Gokhfrare, S.No. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 & 157 of Village Manickpur, Taluka Yasal, Distr Thane. Survey Nos. mentioned above are old 5.Nos, as per the revenue records. Now as per 7/12 extracts & mutation entries submitted in this office. New S.No.1. 2. 3. 4 of Village Achole, 5.No.101, 103, 104, 106, 107 of Village Manickour. 5.No.978. 1058. 1068 of Village-Gokhiyare, S.No./254, H.No.3, 6, 7/1, 7/2, 13, 14, 15 & 16 of Village Achole. 5.No. 128, H.No.6, S.No.106, H.No.8, S.No.110, H.No.8/1 of Village Gokhivare, Tal. Vasal, Dist: Thane,



Ref:

- Commencement Certificate No. CIDCO/VVSR/BP/ZCC-20/I/826 dated 06/09/1991.
- Z) Commencement, Certificate No. CIDCO/VVSR/CC/BP/ZCC-20/I/2020 dated 25/08/1992

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मुख्य कार्यातम्यः, विश्वर क्रिक्ट रपूर्वः। वा. वसर्वः, वि. डाले, वित ४०१ वेगमः।



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VVCMC/TP/PCC/VP-0743/46 / 2015-14

Dt. 15/05/2013.

 Commencement Certificate No. CIDCO/VVSR/BP-ZCC-20/I/3649 dated 18/07/1994

2

- Commencement Certificate No. CIDCO/VVSR/CC/ZCC-20/E/4362 dated 12/05/1995.
- Revised Development Permission No. VVCMC/TP/RDP/VP-0743/0109/ 2011-12 Dt.15/10/2011.
- Revised Development Permission No. VVCMC/TP/RDP/VP-0743/297/ 2011-12 dated 31/03/2012.
- Revised Development Permission No. VVCMC/TP/RDP/VP-0743/096/ 2012-13 dated 11/07/2012.
- B) Revised Development Permission No. VVCMC/TP/ROP/VP-0743/0206/ 2012-13 dated 22/02/2013.
- 9) Your Architect's letter dated 20/04/2013, 23/04/2013 8 29/04/2013.

Sir/ Madami,

This has reference to your intimation letter dated 20/04/2013, 23/04/2013 & 29/04/2013 from your licensed Architect regarding completion of construction work upto Plinth level in Residential Building Type-SR5 (Wing A & 8) & Residential Building Type SS2 (Wing F. G & H), Residential /Residential With Shopline Building 5 & D (Wing 1 & J), E (Wing K), 8 & 8 (Wing A & B), E & B(Wing G & H), B & E (Wing E & F) on land bearing Old 5.Nos. 1 (1), 2(2),3 (3), 4(4), 5(5),7 (215),8 (216), 9(8), 10(7), 11(409), 12(6),13(9), 14(10), 15(11), 16(12), 17(13), 18(14), 19(30), 20(31), 21(32), 25(36), 57(364), 58(382), 59(29), 60(16), 51(15), 62(28), 63(27), 64(18), 65(17), 67(19), 68(26), 69(24), 70(25), 114(23), 119(22), 230(183), 231(193), 232(194), 234(188), 237(191), 238(192), 239(208), 240(196), 241(195), 242(394), 243(197), 244(410), 245(1980, 246(199), 247(200), 248(414), 249(205), 251(413), 252(201), 253(202), 254(357), 257(377), 258(378), 259(2228), 260(222A), 261(721), 262(220), 265(217), 266(203), 267(204), 268(395), 270(207), 272(211), 273(212), 274(213), 275(214), 276(209), 278(355) and Pardi No.9, 11 & 24 Gaethan plots, S. No. 57(364), H. No. 3.6/1, S. No. 59(29), H. No. 1/3 of Village Achole, S.No. 97, 105 & 106 of Village Gokhivara, S.No. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 & 157 of Village Manickour , Taluka Vasai, Dist: Thare. Survey Nos, mentioned above are old 5.Nos, as par the revenue records. Now as per 7/12 extracts & mutation entries submitted in this office. New S.No.1. 3, 4 of Village Achole, S.No. 101, 103, 104, 106, 107 of Village Manickpur. S.No.97B, 105B, 106B of Village Gokhivere, S.No.254, H.No.3, 6, 7/1, 7/2, 13, 14. 15 & 16 of Village Achole, S.No.128, H.No.6, S.No.106, H.No.8, S.No.110. H.No.8/1 of Village Gokhivare, Tal. Vasai, Digt:Thane, I have to inform you that Plinth Completion Certificate for the same has been granted. The further work may be proceeded with as per sanctioned plan, subject to conditions of Commencement Certificate.



मुख्य कार्यालयः, विश्वः विका (मुर्गः) १८ वर्ग्ड वि. सन्), पिन ४०१ १०५.



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VVCMC/TP/PCC/VP-0743/46/2613-14

Dt. 15/05/2013

You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/ dump solid waste in 2 compartments of 0.67 CUM & 1.33 CUM, capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.

Please note that if Balcony is required to be enclosed in future the outer face should have full opening of at least 1.8 mtr. length in the form of windows.

You are required to submit revised DILR map showing the roads, R.G. amenity plot, D.P. road reservation, buildings as constructed at site and you will also have to submit necessary mutations in 7/12 extracts showing these components before approaching for the O.C.C. of the last building

You shall obtain mosquito proof treatment certificate from the concerned Public Health Department of this Municipal Corporation before applying for occupancy certificate.

You shall implement rain water harvesting scheme as per the notification dated 10 March 2005 at site and Submit Photographs of same and inform for verification of the same before applying for final occupancy certificate.

Plantation of trees at site as per C.C. conditions to be certified by owner as well as engineer /architect before applying for final occupancy certificate.

You shall provide dual pipe line system, one for cooking/ drinking and other for non potable purpose with separate overhead & U. G tank.

You shall provided all the flush tank in W.C/ toilets shall have dual valve system to regulate the flow of water.

You shall provide lay bay of 3.00 mtr. width as per DCR-2001 for parking of vehicles.

Yours faithfully

Deputy Director Town Planning Virar Sity Municipal Corporation

C.C. to:

M/s, Snah Gattani Consultant, Architect. 103, Lucky palace, station road,

Vasai Road, Taluka-Vasai,

Oist-Thane.

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Dt.03/07/2013.

Sen. R. Wattrawan(P.A. Hitchit)
Coewan Tower, Station Road, Vasal Road (W)
Taluka-Vasal,
DIST-THANE

Soli Grant of Plinth Completion Certificate for Residential With Shouling Building Type B & F. Type Z1. Type Z2. Residential Building Type-Z/2Mos.3. Type Z3 on land bearing Old S. Nos. 1 (1), 2(2),3 (3), 4(4), 5(5), 7(215), 8(216), 9(8), 10(7), 11(409), 12(5), 13(9), 14(10), 15(14), 16 (12), 17(13), 18(14), 19(30), 20(35), 21(31), 25(96), 57(364), 58(362), 59(29), 60(15), 61(15), 62(28), 63(27), 64(18), 65(17), 67(19), 68(26), 69(24), 70(25), 114(21), 119(22), 230(183), 231(193), 232(194), 234(188), 227(191), 238(192), 239(208), 240(196), 241(195), 242(394), 243(197), 244(410), 245(198), 246(199), 247(100), 240(414), 249(205), 251(413), 252(201), 253(202), 254(357), 257(377), 258(370), 259(2129), 260(212A), 261(221), 262 [220]. 265(217). 256(203). 267 [204] . 265(395). 269(206). 270(207), 372(211), 273(212), 274(213), 275(214), 276(209), 279(355) and Pardi No.9, 11 & 24 Sauthan plots, S. Ro. 57(164). H. No. 3.5/1. 5. No. 59/291, H. No. 1/3 of Village Achale, S.No. 97, 105 & 106 of Village Southware, 5 Ho. 100, 101, 102, 193, 104, 105, 106, 107, 100, 100, 110, 111, 112, 113 & 157 of Village Manickpur, Taluka Vesal, Dist. Thane Survey Mos. mentioned above are old 5, Nos. as per the revenue secords. Now as per 7/12 extracts & mutation entries submitted in this office. New S.No.1. 2. 3. 4 of Village Achole, \$No.181, 103, 104, 105, 107 of Village Manickpur, S.No.978, 1058, 1069 of Villang-Gokhiyara, S.No/254, H.No.3, 5, 7/1, 7/2, 13, 14, 15 & 16 of Village Achole, S.No. 128 H.No.S. S.No.106, H.No.S. S.No.110, H.No.S/1 of Village Cokhivere, Tel. Vasai, Dist: Thane

 Commencement Certificate No. CIDCO/VVSP/EPIZCC-20/I/016 daled 00:007/1991

 Convertenent Certifichte No. CIDCD/WGR/CC/69:201-2011/2020 exted 35/08/1992.

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Dt.p3/07/2011

WCMC/TP/PCC/VP-0743/91/261944

- Earnmencement Certificate No. CIDCO/VVSR/CC/2CE-20/E/4382 dated 12/05/1995.
- Revised Development Permittalian No. C10CO/MVSR/ROP/EP-ZCC-20/E/4613 Dt. 13/07/2009.
- Revised Doyelopment Permission No. C10CG/VVSR/RDP/BP-ZCC-20/E/12# Dr. 20/04/2010.
- Revised Development Permission No. VVENC/TP/RDP/VP-0743/297/ 2011-12 dated 31/83/2012.
- 8) Resisted Development Permission dated 22/05/2013, 11/07/2012
- Revised Development Permission No. VVCAC/TR/ROP/VP-07-13/0298/ 2012-13 dated 22/02/2013.
- 10) Your Architect's letter Woted 23/05/2013, 01/06/2013 & 18/06/2013.

Sal Macar.

This has reference to your information letter deted 23/05/2013. 01/06/2013 is 18/06/2013 from your licensed Artificets regarding completion of Lonstruction work libits Plinth level in Regidential With Shopline Building Type B & F. Type 21. Type 22. Residential Building Type 2(1/Nos.). Type 21 on land bearing Did 5 Nos. 1 (1), 2(2), 3 (1), (46), 5(5), 7 (2); 5 (2), 61(5), 5(8), 10(7), 11(409), 12(6), 13(9), 14(10), 15(11), 16(12), 17(13), 18(14), 19(30), 26(31), 2(31), 2(32), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 12(3), 13(12), 13(12), 13(12), 13(13), 25(36), 57(36), 58(36), 59(36), 59(20), 60(16), 61(27), 62(18), 63(7), 67(19), 68(76), 69(20), 70(25), 115(23), 119(22), 230(183), 231(193), 232(194), 234(180), 237(191), 238(192), 115(23), 119(22), 230(183), 231(193), 232(394), 234(197), 244(210), 245(1980, 246(199), 247(200), 246(414), 749(200), 251(413), 252(201), 252(201), 253(202), 154(357), 257(177), 258(378), 259(226), 260(222A), 261(221), 252(320), 265(217), 266(291), 276(200), 778(356) and Bord No.9, 11 & 24 Capital Plots, 5. No. 57(364), 10. No. 1,671, 5. No. 50(29), 11. No. 1/2 of Village Anhale, 5. No. 9/105, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 & 157 of Village Plankoltum. Taluna Vasan Past Thane Survey Nos mentioned above are ald 5. Nos. as not the reverue records. Now as part 7/12 extracts & mutation entries submidted in this office Now 5. No. 1, 7, 3, 4 of Village Achold, S. No. 101, 103, 104, 106, 107 of Village Manickpool, S. No. 105, 105B of Village Goshiware, 5, No. 254, H. No. 5, 5, No. 104, H. No. 8, S. No. 110, H. No. 8/1, pt Village Achold, S. No. 128, H. No. 5, S. No. 104, H. No. 8, S. No. 110, H. No. 8/1, pt Village Goshiware, Tal. Vasan, Dist. Thane 1 No. 5 of Orman you that Plank Completion Confidence in the series part of the conditions of Completion Completion Confidence in the series part of the conditions of Completion Confidence in the series part of the conditions of Completion Confidence in the series part of th

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Dt. 03/07/2013

You are required to provide a solid waste disposal unit at a local on accessible to the Municipal sweepers, to store/ dump solid waste in 2 compertments of 0.57 CVM. B. 1.33 CUM, capacity for every 50 tenements or part thereof for non-bid degradable 5 pio-degradable waste respectively.

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You shall provided all the flush tank in W.C./ toilets shoul have dual volve system to regulate the flow of water.

You phall provide tay boy of \$ 00 mir. width as per DER-2001 for parking of withinton

Yours tentility.

Deputy Director Town Planning

City Manicipal Corporation

C.C. too

M/s. Shab Gattern Consultant, Architect 103, Lucky palace, station road, Vassi Read, Taluke Vassi, Dist-Thane,

Cost-Inane

Annexuse - "F"

AMENITIES

स्थापा । इस्थापा वस्थापा । पुरुष्य ८०१५

LIVING/DENTING :

Vitrified / Percelano Marbo Granite Flooring , Decorative Main Entrance Door

EUYCHEN :

Virtified / Porcelano Martio Granite Flooring, Granite Kitchen Platform with Stainless Steel Sink, 4 Dado Coloured Glazed Tiles, Refrigerator Electrical Point & Water Purifier Electrical Point.

DEDROOM :

Vitrified / Purcelana Marko Granite Flooring

TOUET !

Coloured Commic Tiles, Dado up to 66" Height, Hot & Cold Wall Mixture, Instant Goyser and Opulant Fittings.

PAINTS :

Well is Ceiling of the Plats finished with Plasticker and painted with Distemper Colour is the Exterior of the building pointed with Tex/Coment paint.

MLECTRUTICATION :

Concealed Copper Wiring in all Rooms.

WINDOWS :

20

Coloured anodized Aluminum Sliding Windows with Marble/Granite Sill.

CARAL CONNECTION :

Provision for Common Multi Channel Cable Connection Point in all the flats.

TERRACE :

Brickbat cubs with waterproof and finished with China Glased Tiles (tuleda).

ELEVATION :

Magnificent and extravagant elevation using fabulous Architectural sechniques.

GARDEN :

Beautiful Landscape Garden.

LIPTE

Reputed Brand Lift in each wing will be provided.

SERVICE :

Intercom Pacility in each Plat/Shop.

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