



Wednesday, June 10, 2009

12:05:50 PM

Original

नोंदणी 39 म

Regn 39 M

पावती

पावती क्र. : 4247

दिनांक 10/06/2009

गावाचे नाव मोरे

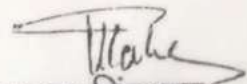
दस्तऐवजाचा अनुक्रमांक वसई 2 - 04247 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: संजय चंद्रकांत सुर्वे - -

नोंदणी फी	:-	4250.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (27)	:-	540.00
एकूण रु.		4790.00

आपणास हा दस्त अंदाजे 12:20PM ह्या वेळेस मिळेल


दुय्यम निवधक
वसई 2

बाजार मुल्य: 424764 रु. मोबदला: 425000 रु.
भरलेले मुद्रांक शुल्क: 9610 रु.

50/608
ML

बॅंसीन कॅथॉलिक को-ऑपरेटिव्ह बँक लि.

(शेड्युल्ड बँक)

Bassein Catholic Co-operative Bank Ltd.

प्रति मॅनेजर / To, The Branch Manager

नानासोपारा शाखा / Nallasopara Branch

दि. / Dt. /

मुद्रांक शुल्क / Stamp Duty रु. / Rs. 500/-

सेवा शुल्क/Service Charges रु./Rs. 10/-

एकूण दस्तऐवज / No of Documents

एकूण / Total रु. / Rs. 9620/-

संश्लेषी रूपाने / Amount in Words

Thousand six hundred twenty only.

मुद्रांक शुल्क भरणाऱ्याचे नाव / Name of stamp duty

paying party- Shri / Smt. Sanjay

Surye.

पत्ता / Address

Shri. S. S. S. S. S.

समोरच्या पक्षकाराचे नाव / Name of counter party

Shri / Smt. S. S. S. S. S.

व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction

Agreement for sale

भनादेश / चे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे

नाव / Name of the Drawee Bank

रोखपाल / Cashier

अधिकार्याची सही

Authorised Signatory

मुद्रांक केल्याने दस्तऐवज घेण्यास येताना ही गवती आणणे

आवश्यक आहे. This counterfoil has to be presented

at the time of delivery of stamps

AGREEMENT

ARTICLES OF AGREEMENT is made and entered into at MOREGAION on this 5 day of June in the Christian Year Two Thousand Nine BETWEEN M/s.SAI GOPAL ENTERPRISES, a Partnership firm, having office at, Darpan Niwas, Shiv Mandir Road, Moregaion, Nalasopara (East), Tal Vasai, Dist. Thane, hereinafter called "THE BUILDER" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns) of the FIRST PART :

AUTHORISED SIGNATORY
FOR BASSEIN CATHOLIC CO-OP. BANK LTD.

[Signature]

2009

.....2..

[Signature]
S. C. S. S.

पत्रक - 2
दस्तावेज 2-8/2009

MR./MRS. Sanday Chandrakant Surve - 20

Residing at R.S. Narkar Chowk, Shankar wale
Jogeshwari (E) Mumbai - 60

hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/ her/ their heirs excuse administrators and assigns) of the SECON PART :

WHEREAS :-

a) Mr. Madhukar Laxuman Galvankar is owner of or otherwise well and sufficient entitled to the piece and parcel of land bearing Survey No. 188 Hissa No. 14 P., admeasuring H.R. 0-07-0, lying being and situate at Village Moregaion Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (hereinafter called "The said Land")

b) By an agreement for sale between Mr. Madhukar Laxuman Galvankar (therein called "The Owner") of the First Part and Mr. Kishor Gopal Patil & Other (therein called "Purchaser") of the Second Part, the said Mr. Madhukar Laxuman Galvankar, has agreed to sell above land admeasuring 769 sq. meters out of above land (hereinafter called "the said land") to M/s. SAI GOPAL ENTERPRISES, on the terms and conditions mentioned in the said agreement.

c) The Mr. Madhukar Laxuman Galvankar & Other has executed power of Attorney in favour Mr. Kishor G. Patil & other of with a right to construct the said land.

d) Mr. Madhukar Laxuman Galvankar & Other has given peaceful and vacant possession with construct to the said land.

[Signature] S.C. Surve

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e) The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said land on ownership except and subject to such modification, as may be necessary or considerable, desirable or proper by the Builders with a view ultimately that the purchaser/s of the various premises along with occupants of the other premises in the said land shall form a co-operative Housing Society or Limited Company the said land together with the building thereon will be conveyed as herein provided.

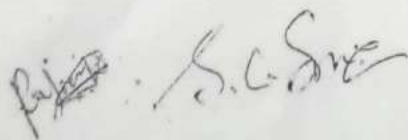
f) The purchaser/s has/ have demanded form the Builders for inspection of the aforesaid building plans, specification of and other document referred to above including the agreement such inspection has been duly give to and taken by the purchaser/s. The purchaser/s has/ have also satisfied himself/ herself/ themselves about the same.

g) The Builder has supplied to the purchaser/s such of the document as are mentioned in Rule 4 of the Maharashtra Ownership Flat Rules 1964, as demanded by the purchaser/s.

NOW, THE AGREEMENTS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1) The Builders shall construct the said building on the said plot of land in accordance with plans, designs, specifications approved by Flat/Room/Shop Purchaser/s will only such variation and modifications as the Builder may consider necessary.

2) The Flat/ Room/Shop Purchaser/s hereby agrees to purchase from the builder and the Builder hereby agrees to sell tot he Flat/Shop/Room Purchaser/s one Flat/Room/Shop bearing No. 315 of the Super built up area admeasuring _____ square feet. i.e. 21.07 sq. meters built up (which is inclusive of



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the areas of the balconies) on Third floor as shown in the floor plan thereof hereto annexed and marked annexure _____ in the building known as SAI GOPAL APARTMENT (hereinafter referred to as "The Flat/Room/Shop") for the price of Rs. ₹25000/- (Rupees Four Lacs Twenty Five Thousand Only) including price of the common areas and facilities appurtenant to the said premises. the nature, extent and description of the common facilities which are more particularly described in the Second Schedule hereunder written.

3) The said consideration of Rs. ₹25000/- (Rs. Four Lacs Twenty Five Thousand Only) shall payable in the following manner.

- a) Rs. _____/- on booking of the Flat./Room/Shop.
- b) Rs. _____/- on or before completion of plint'n.
- c) Rs. _____/- on or before completion of 1st slab.
- d) Rs. _____/- on or before completion of 2nd slab.
- e) Rs. _____/- on or before completion of 3rd slab.
- f) Rs. _____/- on or before completion of 4th slab.
- g) Rs. _____/- on or before completion of brickwork.
- i) Rs. _____/- on or before completion of brick work fitting and plumbing
- j) Rs. _____/- remaining at the time of occupation of the said Flat.

4) The Builders 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 Flat to the Flat Purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat/Room/Shop.

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5) The Flat/Room/Shop Purchaser/s hereby agrees to pay to the Builder interest at Eighteen (18%) percent per annum on all the amounts which become due and payable by the Flat/Room/Shop Purchaser/s to the Builder under the terms of this Agreement from the date of the said amount is payable by the Flat/Room/Shop Purchaser/s to the Builder.

6) On the Flat/Room/Shop purchaser/s committing default in payment on due date of any amount due and payable by the Flat/Room/Shop purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoing) and on the Flat/Room/Shop Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this Agreement.

PROVIDED ALWAYS that the power of termination herein before contained shall not exercised by the Builders unless and until the Builders shall have give to the Flat/Room/Shop purchaser/s fifteen days prior notice In writing of their intention to terminate this agreement and of the Specific breach or breaches of the terms and conditions in respect of the which it is intended to Terminate the agreement and default shall have been made by the Flat/Room/Shop purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED FURTHER that upon termination of this agreement as a foresaid, the Builders shall refund to the Flat /Room/Shop purchaser/s the instilments of sale price of the Flat /Room/Shop which may till have been paid by the Flat /Room/Shop purchaser/s to the Builders but the Builders shall not be liable to pay to the Flat /Room/Shop purchaser/s any interest on the amounts so

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refunded and upon termination of this agreement and refund of aforesaid amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose off and sell the Flat /Room/Shop to Such person and at such price as the Builders may in his absolute discretion think fit.

7) The Fixtures, fittings and amenities to be provided by the Builders in the premises and the said building are those that are set out in schedule 'C' hereunder written.


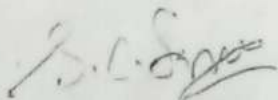
8) The Builders shall give possession of the premises to the Flat /Room/Shop Purchaser/s on or before _____ day of _____ 200 ____ . If the Builders fails or neglects to give possession of the Flat /Room/Shop to the Flat /Room/Shop Purchaser/s on account of reasons beyond their control and of his agents As per the provision of section 8 of Maharashtra Ownership Flat, Act, by The aforesaid date or dates prescribed Section 8 of the said act, then the Builders shall be liable on demand to refund to the Flat /Room/Shop purchaser/s the Amounts already received by them in respect of the Flat /Room/Shop with simple interest at nine (9%) per cent, per annum from the date the Builders received the Sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified In section 8 have been satisfied or not will be referred to the competent authority who will act as an arbitrator. Till the entire amounts and interest Thereon is refunded by the Builders to the Flat /Room/Shop purchaser/s they shall, subject to prior encumbrances, if any, be a charge over the said land as well as the construction or building in which the Flat /Room/Shop are Situated or were to be situated.

PROVIDED that the Builders shall be entitled reasonable Extension of time for giving delivery of Flat /Room/Shop on the aforesaid date, if, The completion of building in which that Flat /Room/Shop is to be situated is delayed on account of:

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- i) Non-Availability of steel, cement, other building material, water or electric supply
 - ii) War, Civil Commotion or act of God.
 - iii) Any notice, order rule, notification of the Government and/or other Public or competent authority.
- 9) The Flat /Room/Shop Purchaser/s shall take possession of the Flat /Room/Shop within seven days of the Builders giving written notice to the Flat /Room/Shop Purchaser/s intimating that the said Flat /Room/Shop are ready for use and occupation.
- 10) The Flat/Room/Shop Purchaser/s shall use the Flat /Room/Shop or any part thereof or permit the same to be used only for purpose of Residence and /or commercial.
- 11) The Flat /Room/Shop Purchaser/s along with other Purchaser/s of Flat /Room/Shop in the building shall join in forming and registering the society The Flat/Room/Shop Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other paper and document necessary for the formation and the registration of the society or limited company and for becoming a member including the bye-laws of the proposed society and full fill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to the Flat/Room/Shop Purchaser/s. So as to enable Builders to register the organization of the Flat/Room/Shop Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the Flat/Room/Shop Purchaser/s if any, changes or modifications are made in 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.

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दस्त गोषवारा भाग - 2

वसई 2

दस्त क्रमांक (4247/2009)

20/20

दस्त क्र. [वसई 2-4247-2009] चा गोषवारा
बाजार मुल्य : 424764 मोंबदल्य 425000 भरलेले मुद्रांक शुल्क : 9610

पावती क्र.: 4247 दिनांक 10/06/2009
पावतीचे वर्णन
नांव: संजय चंद्रकांत सुर्वे - -

दस्त हजर केल्याचा दिनांक : 10/06/2009 12:02 PM

निष्पादनाचा दिनांक : 05/06/2009

दस्त हजर करणा-याची सही :

S. C. Sune

4250 : नोंदणी फी
540 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्का
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

4790: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 10/06/2009 12:02 PM

शिकका क्र. 2 ची वेळ : (फी) 10/06/2009 12:05 PM

शिकका क्र. 3 ची वेळ : (कबुली) 10/06/2009 12:07 PM

शिकका क्र. 4 ची वेळ : (ओळख) 10/06/2009 12:07 PM

[Signature]
दु. निबधकाची सही, वसई 2

दस्त नोंद केल्याचा दिनांक : 10/06/2009 12:07 PM

ओळख

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

1) दिनेश पी कदम - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: विरार पू

तालुका: वसई

पिन: -

2) दिनेश आत्माराम कदम - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: नालासोपारा पू

तालुका: वसई

पिन: -



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दु. निबधकाची सही
वसई 2

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10/06/2009

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दुय्यम निबंधक:

वसई 2

दरत गाषवारा भाग-1

दस्त क्र 4247/2009

25/20

दस्त क्रमांक : 4247/2009

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

1 नाव सजय घड्रकात सुवे -
पत्ता: घर/फ्लॅट नं: आर-5
गल्ली/रस्ता: शकर वाडी
ईमारतीचे नाव: नारकर घाळ
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: जोगेश्वरी पू
तालुका: मुंबई
पिन: -
पॅन नम्बर: -

लिहून घेणार

वय 26

सही

S. S. S. S.



2 नाव मे साई गोपाल एन्टरप्रायजेस तर्फे भागिदार राजीव
गोडालिया - -
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: मोरेगाव
ईमारतीचे नाव: दर्पण निवास
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: नालासोपारा

लिहून देणार

वय 31

सही

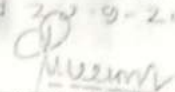
R. S. S. S.



THIS PLAN SHALL NOT BE CONSIDERED AS A PROOF OF OWNERSHIP FOR ANY DISPUTES IN ANY COURT OF LAW

D	PARKING STATEMENT
	PARKING STATEMENT BY REGULATION
	CAR
	SCOOTER
	CYCLE
	OUT SIDERS
E	LOADING UNLOADING STATEMENT
	(A) LOADING UNLOADING REQUIRED
	(B) LOADING UNLOADING PROVIDED
	CAR
	SCOOTER MOTOR CYCLE
	CYCLE

STAMP OF APPROVAL OF PLANS



Approved as amended in.....
 Subject to the Conditions mentioned in the.....
 Office letter No. CE/30/2007/18 18/11/08
 Dated 23-9-2007 E/2.34

 ASSOCIATE PLANNER (V/SR)
 CIDCO LIMITED
 AMBIKA COMMERCIAL COMPLEX,
 SECOND FLOOR, VASAI (EAST),
 DIST. THANE.

PROFORMA - II

DESCRIPTION OF PROPOSAL AND PROPERTY
 PROPOSED RESIDENTIAL & COMMERCIAL BUILDING ON S. NO. 188, HISSA NO 14
 VILLAGE MORE, TALUKA - VASAI, DIST. THANE.


NAME OF OWNER, APPLICANT

M/S SAI GOPAL ENTERPRISES

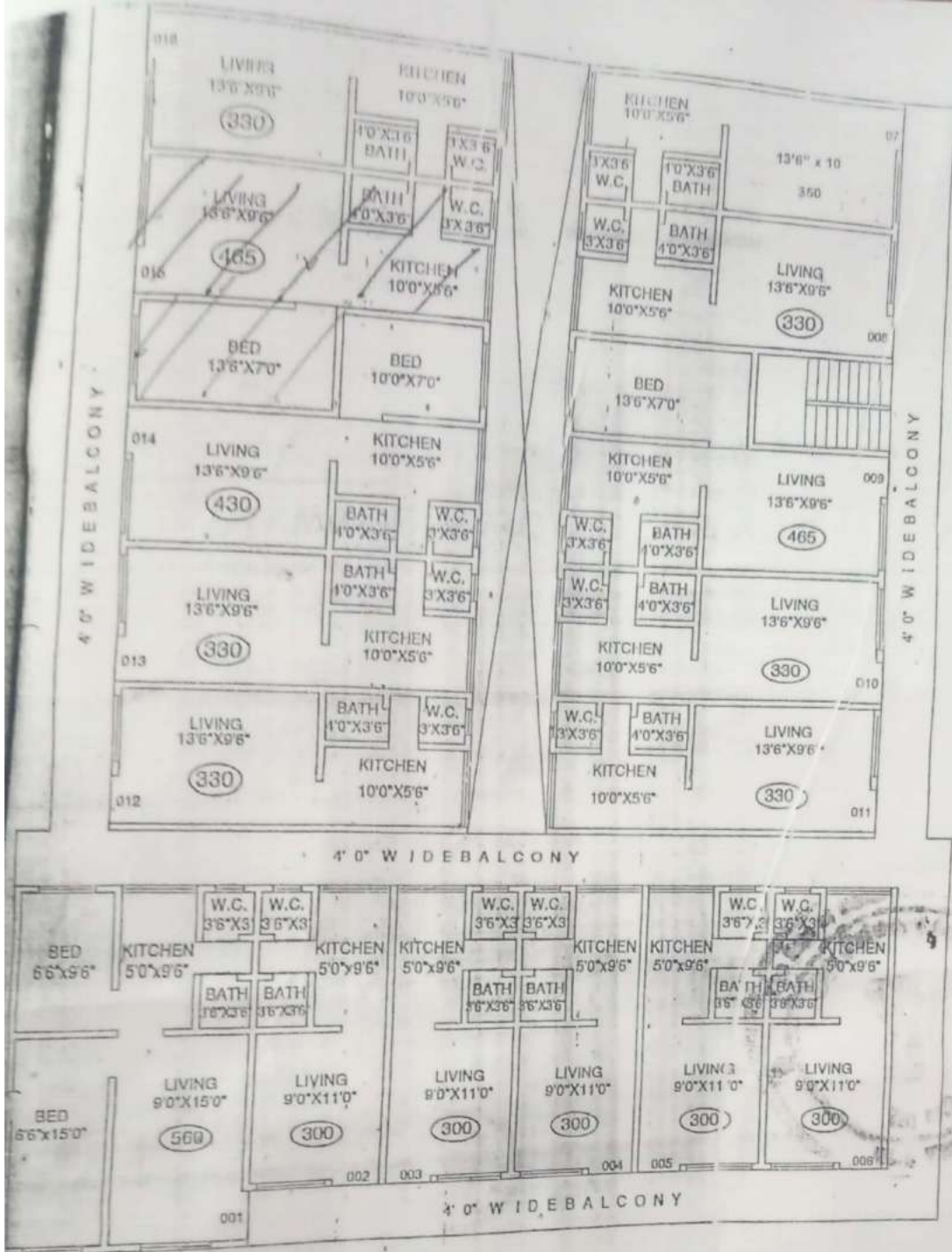
JOB NO. C-1	DRAWING NO. 873/1/02	
DATE	SCALE AS SHOWN	
	DRAWN BY A. JOSEPH	
	CHECKED	

A R C H I T E C T

J. H. MEHATA, ENGINEERS & ARCHITECTURAL PROJECT CONSULTANTS
 RAJAJI APT. C-20
 KYSEEM NAGAR
 ANDHARI (EAST)
 MUMBAI - 57
 PHONE: 26422878/26422879



वसई - ७



TYPICAL FLOOR PLAN
FIRST TO FOURTH

Project

TITLE
SAI GOPAL APT.

PROJECT
PROPOSED RESIDENTIAL & SHOP BUILDING ON
LAND BEARING S. NO. 189, H. NO. 14,
AT VILLAGE MORE, TAL. VASAI, DIST. THANE

BUILDERS & DEVELOPER
M/S SAI GOPAL ENTERPRISES
MOB. NO-9860266878

D. J. DEGS, CHAWI MORE, ASHOK PATIL, THANE

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दस्ता नं. 286/2000