अनुकान नवार 933 y (क))
अन्य १९८० मार्च विश्व प्रमाण के दुरायम निवंब के क्षेत्रित अर्थान दिला.

TO STATE OF STATE OF

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ARTICLES OF CARGREEMENT made at Bombay this 25th day of BETWEEN MESSRS. OSWAL AND ASSOCIATES, a Partnership firm, carrying on business

AND ASSOCIATES, a Partnership firm, carrying on business at C/17-18, Jeshtaram Baug, Dadar, Bombay 400 014, hereinafter called "the Promoters" (which expression shall, unless repugnant to the context or meaning thereof, mean and include the Partners from time to time of the said firm, the last surviving partner, heirs, executors and administrators of the last surviving partner and its assigns) of the ONE PART

AND DR CMRS APARNA VICHWANATH MULAY

Har

hereinafter called "the Flat Purchaser" (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the Other Part:

#### WHEREAS:

(A) (1) Vasant Shridhar Vaidya, (2) Shankar Krishna Mundale and (3) Anant Trimbak Pathak, the partners of Messrs. P.M. Enterprises are the owners of property situate at Village Panchpakhadi, Thane and more particularly described in the First Schedule hereunder written and Show the Dr Aparan amount of deficit and two hundred—

stamp duty Rs. (.427.0) Severyonly.

and panalty of Rs. (.250/-) Two hondy red tity only.

in the State Bank of India Branch. Thank

in the State Bank of India Branch. Thank

vide Challan No. 38... David. 18.74

Vide Challan No. 38... David. 18.74

Stamp Act. 1950 that the four four dity off

Rs. (...4280/-) eighty artivinas them

paid in respect of this instrument.

Subject to the Provision of Samo Act 1958

See, 53A of Bombay Stamp Act 1958

2 Smaps, Thanks,

hereinafter referred to as ' the said property".

- (B) By an Indenture of Lease dated 18th October, 1962 the said Messrs. P.M. Enterprises demised the said property to Messrs. V. Pamlays Pvt. Ltd. for a period of thirty years commencing from the 18th day of October, 1962 at the monthly rent of Rs. 1,500/- and upon the terms and conditions mentioned therein.
  - (C) Messrs. Hiralal and Co. filed a Company Petition No. 1 of 1972 in the Bombay High Court in Its Appellate Jurisdiction for winding up of the said V.Pamlays Pvt. Ltd. sometime in October, 1972.
  - (D) By an Order dated 11th October 1972 passed by the Bombay High Court in the said Company Petition No.1 of 1972, the said V. Pamlays Pvt. Ltd. was ordered to be wound up and the Official Liquidator was appointed the Liquidator thereof.
  - (E) The said property was ordered to be sold under the directions of the Bombay High Court.

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- having its registered office at Vithal Udyog Nagar, Karamsad, District Kaira in the State of Gujarat and its Administrative Office at Churchgate House, Veer Nariman Road, Fort, Bombay 400 023, by their letter dated 22nd September 1975 made an offer of Rs. 30,00,000/- to the Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd. (in liquidation) for purchasing the said property as also other properties with the structures standing thereon and also plant and machinery etc. on the terms and conditions mentioned therein.
  - (G) On or about 20th October 1975, the sale of the properties of the said V. Pamlays Pvt. Ltd. (in liquidation) including the property described in the First Schedule hereunder written as also the plant and machinery was confirmed by the Hon'ble High Court of Judicature at Bombay at Bombay for aggregate consideration of Rs. 30,00,000/- in favour of the said Gujarat Machinery Manufacturers Limited, and the said Purchaser was directed to pay the amount of Rs. 22,75,000/- then outstanding.
    - (H) The said Gujarat Machinery Manufacturers Ltd., by their letter dated 18th November 1975 intimated to the Official Liquidator and Liquidator of Messrs. V. Pamlays Pvt. Ltd. that they have nominated Messrs. Millers Machinery Co. Ltd. as their nominees for taking possession of the assets of V. Pamlays Pvt. Ltd. (in Liquidation) and purchased by them from the Official Liquidator.
      - (I) The said Millers Machinery Co. Ltd. paid to the Official Liquidator Rs. 22,75,000/- being the balance of the purchase price on or about 25th November 1975.
      - (J) By an Order dated 26th November 1975, on the report of the Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd., the said Official Liquidator was directed to handover the possession of the properties of the said V. Pamlays Pvt.Ltd. (in liquidation) inclusive of the



property more particularly described in the First Schedule hereunder written as also the plant, machinery, stock-intrade etc. to Millars Machinery Co. and also directed the Official Liquidator to execute the Sale Deed in favour of the said Millers Machinery Co.

- (K) The Official Liquidator and Liquidator of the said V. Pamlays Pvt. Ltd. on or about 25th November, 1975, delivered possession of the said properties including the property described in the First Schedule hereunder written to the said Millars Machinery Co. as also delivered the plant, machineries, stock-in-trade etc. to the said Millars Machinery Co. in pursuance of the said Order of the High Court.
- (L) By an Agreement dated 30th April 1981 made between Millars Machinery Company Limited therein called "the Vendor" of the First Part Gujarat Machinery Manufacturers Ltd., therein called "the Confirming Party" of the Second Part and Messrs. Shri Gurukrupa Builders therein called "the Purchasers" of the Third Part, the said Millars Machinery Company Limited, agreed to sell to the said Gurukripa Builders inter alia:-
  - (i) All and singular the said piece or parcel of land or ground, situate, lying and being at Second Pokhran Road, Panchpakhadi, Thane, together with the messuages, hereditaments and structures standing thereon and more particularly described in the First Schedule thereunder written, together with the fixtures, installations, appurtenances in fee simple or an estate equivalent to fee simple in possession; and
  - (ii) all and singular the said pieces or parcels of leasehold land or ground situate, lying and being at Pokhran Road, Panchpakhade, Thane together with the structures, fixtures and installations standing thereon and more particularly described in the First Schedule hereunder written for the residue of the term and on terms and conditions contained in the said Indenture



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buildings. The liability shall arise to do so from the date the Flat Purchaser is put in possession of his flat or execution of the conveyance/s in favour of Co-operative Society/Common organisation of which he may become member, whichever is earlier. Thereafter the Promoters will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. Necessary covenants to that effect shall be made in the conveyance/s to be executed in favour of the co-operative society or common organisation to be formed by the various Flat Purchasers.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day and year first hereinabove written.

### THE FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY: ALL THAT piece or parcel of land together with structures standing thereon situate, lying and being at Panch-pakhadi, Thane, on the South side of Pokhran Road No. 2, in the Registration Sub-District and District Thane and bearing Survey No.54, Hissa No.2 (part) and Survey No. 34, Hissa No. 1, and bounded as follows: That is to say:

On or towards the East partly by Survey No.34, Hissa No.2 and partly by Survey No. 35.

On or towards the West by the factory premises formerly belonging to V. Pamlays Private Limited.

On or towards the South by Survey No. 53.

On or towards the North by Pokhran Road No. 2

SECONDLY: ALL THAT piece or parcel of land together with structure standing thereon situate, lying and being at Pancpakhadi, Thane on the South side of the Pokhran Road No. 2 in the Registration Sub-District and District Thane, bearing Survey No.54, Hissa No. 2 (part) and bounded as follows: That is to say:-

On or towards the East by factory premises formerly belonging to Messrs. V. Pamlays Pvt. Ltd.





On or towards the West by Survey No. 55, On or towards the South by SurveyNo. 53 and On or towards the North by the Pokhran Road No. 2.

N.B.: The area of the aforesaid two pieces or parcels of lands is 22,492 square yards equivalent to 18,805.5 square metres and assessed at Rs. 9.57 for land revenue.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

#### LIST OF AMENITIES

- All structure shall be R.C.C. framed structure. 1.
- All external wall shall be of B.M. or concrete block 2. with water proof sand faced plaster from outside and Neeru finished cement plaster from inside.

All internal walls shall be 4 1/2" B.M. with Neeru finished cement plaster.

) ٦.

Flooring: For all rooms, kitchen, passage size:

- Marble mosaic tiles 10" x 10" in white cement, (a) machine, polished on lime mortar bedding.
- Living room, bedroom, kitchen and passage (b) shall have 5" skirting of Marble mosaic tiles of approved colour.
- W.C. flooring shall be 6" x 6" white glazed (c) tiles with 2'-6" dado in 6" x6" white glazed tiles.
- (d) Terrace shall be finished to required slopes with water proofing and Indian Patent stone.
- Bath room flooring shall be polish ladi with (e) 6" x 6" white glazed tiles full dado and concealed plumbing.
- (f) Above kitchen platform there will be a dado of 1'-0" height in 6" x 6" white glazed tile.

3.

UNIT

| withinnamed Promoter  MESSRS. OSWAL & ASSOCIATES                                                              | ; N. mir. |
|---------------------------------------------------------------------------------------------------------------|-----------|
| in the presence of:                                                                                           |           |
| SIGNED AND DELIVERED by the withinnamed Flat Purchaser/s  DROMRS APARNA VISHWANATH MULAY  in the presence of: | Avouly)   |

RECEIVED on or before the execution )
of these presents, of and from the withinnamed )
Flat - Purchaser, the sum of Rs. 30715 \_\_\_\_\_\_\_)
(Rupees high a found Alven \_\_\_\_\_\_\_\_)
being the amount of earnest or deposit to )
be by him paid to us.

WITNESS:

WE SAY RECEIVED FOR OSWAL ASSOCIATES

J.v. Amrie

PARTNER

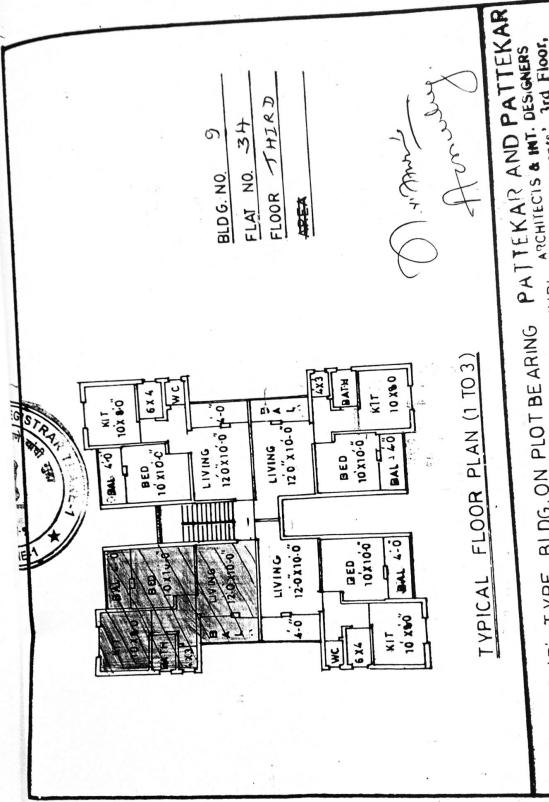
on the said property. The said Building No. 9 is hereinafter referred to as "the said building".

- The Promoters are offering flats on ownership basis in (W) the said Building.
- The Flat Purchaser has inspected the site and seen the (X) building under constructions and has taken inspection of all the documents as required under the Maharashtra Ownership Flats Act, 1963, including:
  - Commencement certificate; (i)
  - (ii) Sanctioned plans for buildings;
  - (iii) Xerox copy of the Agreement dated 20th July, 1987 between the said Shree Gurukrupa Builders and the Promoters herein; and
  - (iv) Xerox copy of the Order of the Deputy Collector and Competent Authority, Thane Urban Agglomeration dated 23rd February, 1983.
  - The Flat Purchaser has agreed to acquire from the Promoters a Flat being Flat/Shop/Car Parking Space / Garage (Y) No. 34 on the Third floor of the said Building No. 9 being constructed on the said plot of land described in the first Schedule hereunder written, on the terms and conditions hereinafter set forth:

## NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

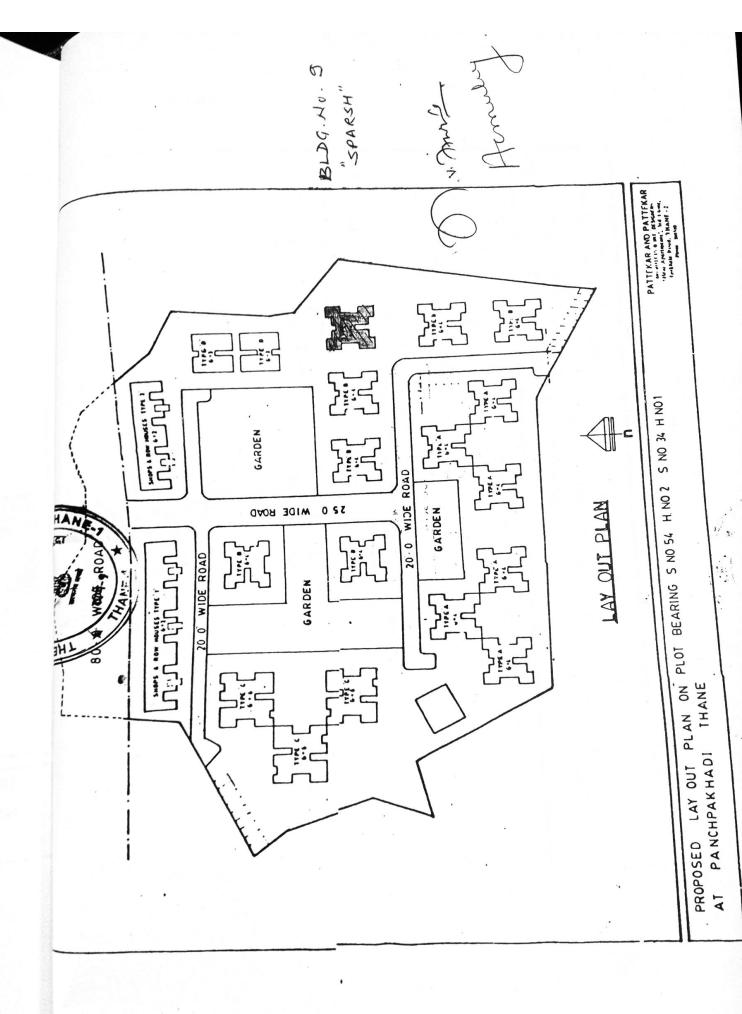
The Promoters shall sell to the Flat Purchaser and the Flat Purchaser shall purchase from the Promoters on "Ownership Basis", a Flat being Fiat / Shop / Car Parking Space / Garage No. 34 on the THIRD floor of the building No. 9 being constructed on the plot of land more particularly described in the First Schedule hereunder written. The said Flat/Shop/ Car Parking Space/Garage for the sake of brevity shall hereinafter be referred to as "the said Flat". The Flat Purchaser shall pay

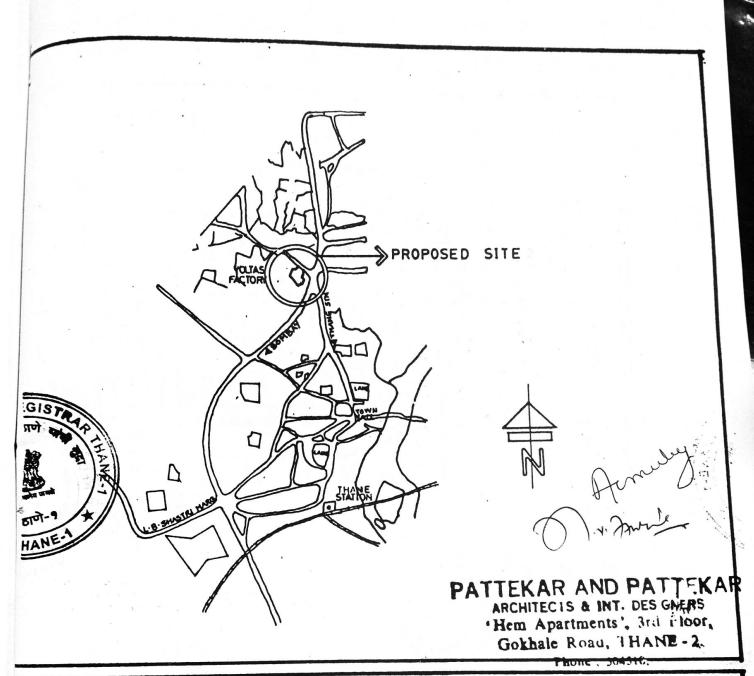




PROPOSED 'B' TYPE BLDG. ON PLOT BEARING PATTEKAR S NO 54 H NO2 S NO34 H NO1 AT PANCHPAKHDI . Hem Apartments . 3rd Floor,

THANE





SITE PLAN OF PROPOSED RESIDENTIAL COMPLEX ON PLOT BEARING S NO 54 H NO 2 S NO 34 H NO 1 AT PANCHPAKHADI THANE

CO-OPERATIVE Shares each of Rs, 50/- only (Registration No. TNA/TNA/HSG/TC/5545/92-93 Date 6-1-1993 subject to the Bye-laws of the said Society CO.OPERATIVE HOUSING SOCIETY (Rupees Two Hundred And Fifty only) "Sparsh!! Co-operative Hsg. Soc. Ltd. THIS IS TO CERTIFY that Shri/Smt. DR. APARNA VISHWANATH MULAY of Ficil Mar. 34 is the Registered Holder of Five Shares No. from 076 THAN E (Registered under the Maharashtra Co-operative Societies Act. 1960.) OSWAIS Member of the Committee and that upon each of such Shares the sum of Rupees Fifty has been paid. HOUSING SOCIETY LIMITED Hon. Secretory Chairman Divided into De thu GIVEN under the Commom Seal Of the said Society at 1995 SPARSH OSWAL'S SPARSH Member's Registration No. H - 934 of Rs. 250/-Day of JULY 山てサエト Authorised Share Capital Rs. OSWALS 080 LIMITED in THE Seria to SP A

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# महाराष्ट्र स्टेट इलेक्ट्रिसिटी डिस्ट्रीब्यूशन कंपनी लि.

Website: www.mahadiscom.in GSTIN of MSEDCL 27AAECM2933K1ZB BILL NO.(GGN): 000001923492832

वीज पुरवठा देयक माहे: MAR-2023

HSN code 27160000

ग्राहक क्रमांक: 000021296911

APARNA V MULE

BLDG NO 9/34 SPARSH C H SO C OSWAL PARK POKHARAN R THANA 400099 मोबाइला इमेल:

देयक दिनांक: देयक रक्कम रू 07-MAR-23 2,230.00

देय दिनांक: या तारखे नंतर भरल्यास: 27-MAR-23 2,240.00

बितींग युनिट: 4726 :VIKAS COMPLEX S/DN. दर संकेत: 090 ILT-I (B) Residential 1Ph

पोल नं: 00000000

पी.सी./चक्र+मार्ग-क्रम/डि.टी.सी.: 2 / 20-6222-0067 /4726306

मिटर क्रमांक: 07503140898

रिडिंग ग्रुप: B2

पुरवठा दिनांक: 20-Dec-1989 मंजुर भार: 4 KW

सुरक्षा ठेव जमा(रु): 860.00 चालु रिडिंग दिनांक: 02-MAR-23

मागील रिडिंग दिनांक: 03-FEB-23

Scan this QR Code with BHIM App for **UPI** Payment



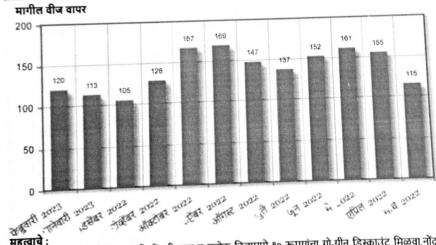
समा. युनिट एकूण युनिट चालु रिडिंग मागील रिडिंग गुणक अवयव 139 0 01 8080 8219

QR कोडद्वारे भरणा केल्यास, भरणा दिनांकानुसार लागू असलेली तत्पर देयक भरणा सूट किवा विलंब आकार पुढील देयकात

समाविष्ट करण्यात येईल.

NORMAL

Bill Period: .9 Month(s) /



• मध्यवर्ती तक्रार निवारण केंद्र 24\*7

MSEDCL Call Center: 18002333435 18002123435

या तारखे पर्यंत भरल्यास

ग्राहकांच्या तक्रारीचे निवारण करण्यासंबंधीचे नियम व कार्यपद्धति महावितरणच्या संकेत स्थळ:-

www.mahadiscom.in > ConsumerPortal > CGRF यावर उपलब्ध आहे.

भरूत्याय : १.छापील बिला ऐवजी ई-बिला साठी नोंदणी करा व प्रत्येक बिलामागे १० रूपयांचा गो-ग्रीन डिस्काउंट मिळवा नोंदणी करण्यासाठी:-https://pro.mahadiscom.in/Go-

Green/gogreen.jsp (GGN नंबर तुमच्या छापील बिलावर वरच्या बाजूला डाव्या कोपऱ्यामध्ये उपलब्ध आहे.)

२. डिजिटल माध्यमाद्वारे विज बिल भरा व ०.२५% (रु.५००/- पर्यंत) सवलत मिळवा.(टॅक्सेस व ड्यूटीज वगळून) ३. तुमचा मोबाइल नंबर व ईमेल पत्ता चुकिचा असल्यास दुरुस्त करा त्यासाठी -https://consumerinfo.mahadiscom.in/ येथे भेट द्या.

४. पुढील महिन्याची रीडिंग साधारणतः 02-04-2023 ह्या तारखेला होईल.

• प्रिय ग्राहक, आपला नोंदणीकृत भ्रमणध्वनी क्र. आहे. आपला भ्रमणध्वनी क्रमांक बदलण्यासाठी/नवीन क्रमांक नोंदणीसाठी महावितरण संकेतस्थळ/मोबाईल ॲप वापरा विशेष संदेश :

किंवा ९९३०३९९३०३ ह्या क्रमांक वर खालील संदेश पाठवा MREG 000021296911 \* महावितरणला कोणत्याही प्रकारच्या रक्कामेचा भरणा कराताना संगणकीकृत क्रमांक असलेली संगणकीय पावतीच स्वीकारावी. हस्तलिखित पावती स्वीकारु नये. गैरसोय टाळण्यास ऑनलाइन भरणा सुविधेचा पर्याय वापरावा.

| स्थळप्रत बिलींग युनिटः | 4726 | ग्राहक क्रमांक: | 000021296911 | पी.सी.: | B2 | दरः | 090   |
|------------------------|------|-----------------|--------------|---------|----|-----|-------|
| अंतिम तारीख            |      | 27-MAR-23       |              |         |    |     | 30.00 |

| या तारखे नंतर भरल्यास | 27-MAR-23 | 2,240.00 |
|-----------------------|-----------|----------|
| अंतिम तारीख           | 27-MAR-23 | 2,230.00 |

16-MAR-23

| बँकेची स्थळप्रत        |       | डिटीसी क्र        | The second secon | 472630  | _  |     |     |
|------------------------|-------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----|-----|-----|
| स्थळप्रत बिलींग युनिटः | 1,700 | <b>யாக கப</b> ர்க | 000021296911                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | पी.सी.: | B2 | दरः | 090 |

| अंतिम तारीख             | 27-MAR-23 | 2,230.00 |
|-------------------------|-----------|----------|
| या तारखे पर्यंत भरल्यास | 16-MAR-23 | 2,220.00 |
| या तारखे नंतर भरल्यास   | 27-MAR-23 | 2,240.00 |

| 4) | Obtain No objection Certificate from "Oswal's Sparsh Coron Hay 6                             | Original |
|----|----------------------------------------------------------------------------------------------|----------|
|    | Sparsh Co-op. Hsg. Soc. Ltd." stating it's no objection for mortgaging the captioned flat in |          |
|    | favour of State Bank of India.                                                               |          |

11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

### SCHEDULE OF THE PROPERTY/IES

Flat No. 34, on 3<sup>rd</sup> floor, admeasuring 383 Sq. ft. (Carpet) + 71 Sq. ft. (Balcony), Building No. 9, in a society known as "OSWAL'S SPARSH CO-OP. HSG. SOC. LTD.", in "OSWAL PARK", constructed on the plot of land bearing Survey No. 34, Hissa No. 1, Survey No. 54, Hissa No. 2 (Pt), lying being situate at Pokhran Road No. 2, Village Panchpakhadi, Thane, Tal. & Dist. Thane, within the limits of Thane Municipal Corporation and in the Registration District and Sub-Registration District Thane.

Place: Thane

Date: 28-03-2023

For Mahajan & Associates

Prop. Mrs. Megha R. Mahajan

Advocate & Notary

- 7. Minor/(s) and his/their interest in the property/(les) is to the extent of: NOT APPLICABLE.
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Mrs. Aparna Vishwanath Mulay.
- 9. I certify that Mrs. Aparna Vishwanath Mulay has/have will acquire absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above copies of title deeds are genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.
  - 10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

| Sr. No. | Date of<br>Document | Name of the parties                                                                                                                                                                                                              | Original/<br>Certified<br>Photocopy<br>/true copy |
|---------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 2)      | 25-02-1988          | Agreement for Sale executed between M/s  Oswal & Associates and Mrs. Aparna  Vishwanath Mulay dated 25-02-1988  registered at Serial No. P - 1335/1988.  Receipt regarding registration of Agreement  for Sale dated 25-02-1988. |                                                   |
| 3)      | 15-07-1995          | Share Certificate issued by "Oswal's Sparsh Co-op. Hsg. Soc. Ltd." in the name of Mrs. Aparna Vishwanath Mulay, holding 5 shares from 76 to 80, under Share Certificate No. 16 dated 15-07-1995.                                 | Original                                          |