



Wednesday, March 29, 2006

3:30:44 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2681

गावाचे नाव नारिंगी (नगरपालिक हद्द)

दिनांक 29/03/2006

दस्तऐवजाचा अनुक्रमांक वसई 2 - 02681 - 2006

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: श्री नागनाथ मारुती पाचाळ - -

नोंदणी फी :- 2040.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 860.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43)

एकूण रु. 2900.00

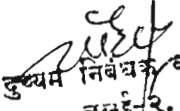
आपणास हा दस्त अंदाजे 3:45PM ह्या वेळेस मिळेल


दुय्यम निबंधक
वसई 2

बाजार मुल्य: 202500 रु. मोबदला: 200000 रु.

भरलेले मुद्रांक शुल्क: 3200 रु.

मुळ दस्त परत मिळाला.
N. M. Sanchak दि. 28/3/06


दुय्यम निबंधक वसई-२
वसई-२.



3000	6738
3	6

(सही) _____
 (सही) _____

क्र. सं.	विवरण	रक्कम
१)	₹. 4000 x	
२)	₹. 8000 x	
३)	₹. 400 x 3	3000
४)	₹. 800 x 2	200
५)	₹. 40 x	
६)	₹. 20 x	
७)	₹. 10 x	
	सकल रक्कम	3200

सही/सही _____
 Nagnath Panchaj

27 MAR 2006
 सही, बँकर परवाना क्र. १७/२०००
 सही (प), सही (प), सही (प)
 सही सही सही सही सही सही
 सही - सही
 सही सही सही सही सही सही



Sub-Treasurer, Vasal

27 MAR 2006

व. क्र. २२५६... दिनांक.....
 धीमती देव्यानी आं. तडेल (परधाना क्र १७/२०००)
 विक्रीचे ठिकाण:- विरार, ता. वसई, जि. ठाणे.
 धी./धीमती . Naanath Panchal...

660562
 27 MAR 2006

हस्ते.....
 घाना रक्कम रुपये ५००००००० मात्र मुद्रांक पेपर विकला
 सही - *[Signature]*
 परधानाधारक मुद्रांक विकेदी

AGREEMENT TO SALE

THIS AGREEMENT TO SELL made at Virar on this 29th
 day of March, 2006. BETWEEN Messer Jivdani
 Construction,

[Signature]



वसई-२
२९/३/२००६
२ ८३



Sub-Treasurer, Vasal
27 MAR 2006

अ. क्र. १२३४ दिनांक.....
 श्रीमती देववानी सां. तांडेल (परघाना क १७/२०००)
 विक्रीचे ठिकाण:- विरार, ता. वसई, जि. ठाणे.
 श्री./श्रीमती...Nagnath...Panchal.....
 हस्ते.....

660560

27 MAR 2006

माना रक्कम रुपये ५००...मात्र मुद्रांक वेपर विकला
 सही -
 परघानाधारक मुद्रांक विक्रेती

a partnership firm, registered under Indian partnership Act,
 1932 and having its, business office at 10, Third Floor,

[Handwritten signature]



वसई-२	
२६९	२००९
३	१०

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIAN NON JUDICIAL

महाराष्ट्र, MAHARASHTRA

ब. क्र. १२६० दिनांक.....
श्रीमती देवयानी भा. तांडिल (परवाना क्र १७/२०००)
विक्रीचे ठिकाण:- विरार, ता. धलई, जि. दाणे.
श्री./श्रीमती.. Nagnath Panekar.....
हस्ते.....
पाना रक्कम रुपये ५००.....मात्र मुद्रांक पेपर विकला

660561

27 MAR 2006

सही/-
परवानाधारक मुद्रांक विकेली

Sub-Treasury Officer, Vasal

27 MAR 2006

Thakur Arcade, Opposite Virar Railway Station, Virar (West)

- 410303, by the hands of its partner Shri Alhad Manohar

विरार-२	
2869	2000
४	१०३





महाराष्ट्र MAHARASHTRA

ज. क्र. १२७९... दिनांक.....
 श्रीमती देवयानी भा. तांडेल (परवाना क्र १७/२०००)
 विक्रीचे ठिकाण:- विरार, ता. वसई, जि. ठाणे.
 धी./श्रीमती Nagnath..... Parehs...
 हस्ते

660553

27 MAR 2006

यांना एककम रुपये ५००... मात्र मुद्रांक पेपर विकला

सही/-
 परवानाधारक मुद्रांक विक्रेता

Sub-Treasurer, Vasai

27 MAR 2006

samant / Sathi Narsinharaj Nahata, hereinafter referred to as "the Builders" (which expression shall unless it be

पत्तं-२	
२६६७	२००६
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भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

ब. क्र. २२२२ दिनांक.....

श्रीमती देवयानी आ. तांडेल (परवाना क्र १७/२०००)

660555

विक्रीचे ठिकाण:- विराग, ना. घसई, जि. डाणे.

श्री./श्रीमती ..Naganath...Panchal....

27 MAR 2006

हस्ते.....

पाना रक्कम रुपये ५०० मात्र मुद्रांक पेपर विकला

सही/-

परवानाधारक मुद्रांक विक्रेत्री

Sub-Treasury Officer, Vandal

27 MAR 2006

repugnant to the context , or meaning thereof be deemed to

mean and include the successors and assigns of the , said

[Handwritten signature]

वसई-२	
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९	१३



भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES



सत्यमेव जयते

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

अ. क. २२३... दिनांक.....

श्रीमती देववानी आ. तांडिल (परवाना क्र १७/२००६)

विक्रीचे ठिकाण:- विराग, ता. धमई, जि. ठाणे.

श्री./श्रीमती... Nagrath... Panchal.

हस्ते.....

घांना रक्कम रुपये ५००... मात्र मुद्रांक वेपर विकला

सही/-

परवानाधारक मुद्रांक विकेती

660556

27 MAR 2006

Sub-Treasurer, Vani

127 MAR 2006

partnership firm and the partners thereof, for the time being

and the heirs, Executors, administrators, legal

[Handwritten Signature]

वर्ग-२
२६७ २००६
६ ०५





महाराष्ट्र MAHARASHTRA

अ. क्र. १२२६... दिनांक.....
 धीमती वैद्यानी आं.तांडेल (परवाना क्र १७/२०००)
 विक्रीचे ठिकाण:- विराट, ता. घसई, जि. ठाणे.
 श्री./श्रीमती Nagnath Panchel
 हस्ते.....
 यांना एककम रुपये ७६६ मात्र मुद्रांक पेपर विकला
 सही:-

M 046706
 27 MAR 2006

परवानाधारक मुद्रांक विक्रेती

१२२६ - महाराष्ट्र न्यायिक
 १२२६

4 FEB 2006

representatives, assigns and trustees, of the survivors, or

Joshi

फॉर्म-२	
२०६१	२००६
८१७३	





महाराष्ट्र MAHARASHTRA
 १७७७७७
 १७७७७७

ब. क्र. १७७७७७७७ दिनांक.....
 श्रीमती देवयानी आं. तांडेल (परवाना क्र. १७७२०००)
 विक्रीचे ठिकाण:- विरार, ता. वसई, जि. ठाणे.
 श्री./श्रीमती..Nagnath.....Panchal
 हस्ते.....
 यांना रक्कम रुपये १७७७७७७७ मात्र मुद्रांक पेपर विकला
 सही/-
 परवानाधारक मुद्रांक विक्रेता

M 046707
 27 MAR 2006

- 4 FEB 2006

the last survivor of the said partners) of the One Part.

Jal

वसई-२	
२६६७	२००६
६१८३	



AND

Nagnath maruti Panchal of 24 adult, Indian Inhabitant, residing at Bawa Nagar B19, Malasopara Ced hereinafter referred to as the "Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heir/s, executor/s, legal representative/s, administrator/s, assign/s and trustee/s) (in case of the partnership firm its successors and assigns in business, and the partners thereof for the time being and the heirs, executors, administrators, legal representatives, assigns and trustees of the survivors or the last survivor of the said partners) (in the case of any association or body corporate, its successors and assigns) of the Other Part;

WHEREAS

- i) By a Deed of Declaration of Trust dated 15th March, 1971 made and executed by (1) BHADIDAS DHARSHIBHAI BHUTA (2) BHADIDAS JAMNADAS SANGHAVI (3) and VANMALIDAS LAXMIDAS MEHTA, The Trustees, therein referred to as the Settlers, have jointly settled the trust, known and described as Shree Kapol. Sarvodaya Trust with the objects set out in the said Deed of Declaration of Trust and are since then in possession of the Trust property.
- ii) The said trustees have since the settlement of the said Trust, by four separate and diverse conveyances executed in their favour as the Trustees of the said Trust, all conveyances dated 22nd April 1971 have purchased and acquired the following properties, all situate at village Narangi, Taluka Vasai, District Thane.

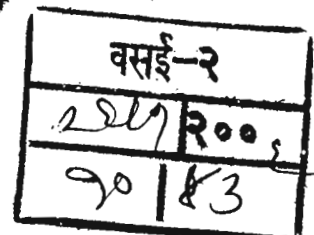
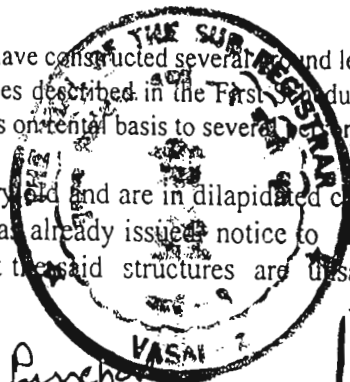
Name of Vendor	Survey No	Hissa No.	Plot No.	Area in sq. yards
Suresh Dharmshi Kapadia	65		12 (pt)	1900
Oodhavji Damodar Parekh	65		12(pt)	1900
Chhotubhai Bhulbhai Desai	65		12(pt)	1180
Manubhai K. Shah	65		12(pt)	1900

And likewise by and under a separate Deed of Conveyance dated 29th June, 1971 purchased from Nagesh Govind Kamat the land bearing Survey No. 65, Hissa No.12 (part), 1850 Square Yards situate at village Narangi, Taluka Vasai, District Thane, all the five properties are more fully and particularly described in the First Schedule hereunder written.

- iii) The said Trustees are in the circumstances seized and possessed of the said properties described in the First Schedule in their said capacity as the Trustees of the said Trust.
- iv) The said Trustees thereafter have constructed several one and level structures on a portion of the said properties described in the First Schedule hereunder and have let out several tenements on rental basis to several persons.
- v) The said structures, are very old and are in dilapidated condition and the local body and authority has already issued notice to the Trustees and the tenement holders that the said structures are unsafe for human habitation.



N. M. Panchal



- vi) In the circumstances, the said Trustees have taken a decision to redevelopment of the said properties described in the First Schedule hereunder written.
- vii) In the circumstances aforesaid, an Agreement dated 22nd May, 2003 between the said Trustees of the one part and the Builders herein came to be made and executed and in terms of the, have inter alia acquired rights
- To negotiate with and settle the terms and conditions with the tenants with a view to obtain peaceful and vacant possession of their respective tenements for the purpose of re-development of the said properties described in the First Schedule hereunder written.
 - To make, execute and deliver agreements with the tenants
 - Upon making of the agreements to receive peaceful and vacant possession of each of the said Tenement holder.
 - To appoint one or more Architects and Engineers, Surveyors for the purpose of conducting survey of the said properties.
 - To prepare layout and building plans for the re-development of the said properties.
 - To apply to and obtain from the Municipal Council Virar necessary water connection for the construction of the buildings on the said properties.
 - To commence, carry and construct all or any of the sanctioned buildings on the said properties in accordance with the plans, drawings, designs and specifications sanctioned and approved by the authorities concerned.
- viii) The Builders thereafter negotiated with the Tenants in the said property and have by separate several and diverse agreements and in consideration and on the terms and conditions set out therein have obtained peaceful and vacant possession of the buildings standing thereon.
- ix) The local authority has vide its order No. dated sanctioned the plans.
- x) The Builders have informed that the aforesaid sanctioned and approved layout and building plans is valid and subsisting and in force and are not revoked.
- xi) In the manner and under the circumstances aforesaid, the Builders have become entitled to commence, carry and complete the construction of the building as per the sanctioned layout. The building that may be put up and constructed by the builders would be known and described as "~~Bramha~~" and all the buildings that would be constructed on the said properties would be known and described as "Kapol Complex".
- xii) The Builders have commenced the construction of the said building on certain portion forming part of the properties described in the First Schedule hereunder written, the portion on which the said Building is being constructed is more fully and particularly described in the Second schedule hereunder written.
- xiii) The Builders have the sole and exclusive right to sell the flats in the said building being constructed by the Builders and to enter into agreement/s with the Purchasers of flats and to receive the sale price in respect thereof.

[Handwritten Signature]

N. M. Panch

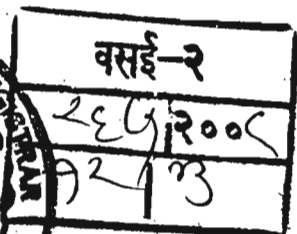


वसई-२
२६/२००६
११/१३

- xiv) The Builders have agreed to make available for inspection to the purchaser/s of all the documents of title relating to the said site of construction of ".....Bramha....." the Agreements under which the builders have become entitled to the development of the said site of construction and the plans, designs and specifications prepared by the Architects of the Builders and of such other Documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder including the extract of Village form No. VII and XII showing the nature of the title to the said site of the construction of the said ".....Bramha....." and the copies of the plans and specifications of the said Building and the flat agreed to be Purchased by the Purchaser/s. Hereto annexed and marked respectively as Annexure A, and B are the copies respectively of the village form No. VII/XII and relative Mutation Entries. A copy of the Title Certificate of Advocate is annexed hereto and marked Annexure "C".
- xv) The Purchaser/s has/ have made an offer to purchase and acquire the Flat No. 306 on the Third floor of the Building. "Bramha....." and the Builders have agreed to allot to the Purchaser/s the said Flat on the terms and conditions hereinafter appearing and at and for a total sale price of Rs. 2,00,000/- (Rupees Two lakh only.....)
- xvi) Prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act NO. XXIV of 1960) the Purchasers has/have made a declaration to the effect that neither the Purchasers/s nor the members of his/her/their family (family as defined under the said Maharashtra Co-operative Societies Act of 1960) own Flats, house or building within the limits of the local authority.
- xvii) Relying upon the said application, declaration and agreement, the Builders have agreed to sell to the Purchaser/s the flat at the price and on the terms and conditions hereunder contained.
- xviii) The Builders have entered into a standard Agreement with Messrs K.D.Mestry & Associates, Architects registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects and the Builders have also appointed, Shri Paresh Punnarkar, Regn. No. STR..... Structural Engineer, as a Structural Engineer for preparation of structural design and drawings of the Builders and the Builders have agreed to accept the Professional supervision of the Architects and Structural Engineer during and till the construction of the Building.
- xix) The Builders propose to provide the amenities to the Purchaser/s as also to other purchasers of Flat in the said Building as per the details mentioned in the Third Schedule hereunder written.
- x) In pursuance of the provisions of Section 4 of the said Ownership Flat Act for the time being in force, an Agreement for sale of the Flat is required to be executed and the same is also required to be registered under the provisions of Registration Act, 1908 and this Agreement is accordingly entered into and agreed to be registered as expressly provided hereinafter.

[Handwritten Signature]

N. M. Panch

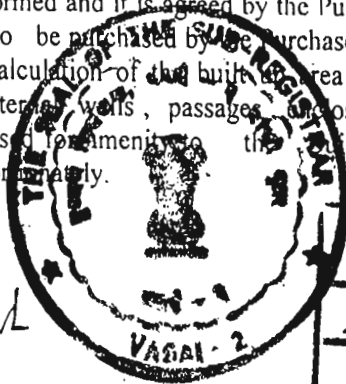


NOW THIS AGREEMENT WITNESETH AS UNDER:-

1. The Builders shall under normal conditions complete the construction of the said Building to be known and described as Bramha consisting of Ground Floor and Three upper floors on the said properties described in the **SECOND** Schedule hereunder written in accordance with the Plans, designs, specifications approved by the local authority, Vasai and which have been seen and accepted by the Purchaser/s with only such variations / modifications or changes as the Builders may consider necessary, expedient, proper and requisite or as may be required by the concerned authorities empowered to approve such variations and modifications to be made in them or any of them.
- 2) The Purchaser/s has/have prior to the execution of this Agreement satisfied himself herself/itself/themselves about the title of the said Owners to the said property described in the **SECOND** Schedule hereunder written and the Purchaser/s shall not be entitled to further investigate the title thereto or the right of the Builders to develop and improve the said property, no requisitions or objections shall be raised related to the rights and interests of the Builders and the Owners to the said property. A copy of the certificates of title issued by Advocate is hereto annexed and marked as the Annexure C.
- 3) That in consideration of the sum of Rs. 2,00,000 (Rupees Two Lakh only) (which amount inter alia includes a proportionate price of the common areas and facilities) agreed to be paid by the Purchaser/s to the Builders, Builders agree to sell to the Purchaser/s and the Purchaser/s agrees to Purchase Flat No. 306 on Third floor of the Building to be known and described as "Bramha." under construction by the Builders on the properties more fully and particularly described in the **SECOND** Schedule hereunder written and having a (build up area 23.23 square Metres) described in the Schedule hereunder written and as shown on the Typical Floor Plan hereto annexed and marked Annexure E.
4. The Purchaser agrees to pay to the Builders the aforesaid amount of Rs. 2,00,000 (Rupees Two Lakh only) as under:
 - (i) Rs. 50,000 (Rupees Fifty thousand only) paid on or before the execution of this agreement, the payment and receipt whereof the Builders doth hereby admit and acknowledge.
 - (ii) Rs. / (Rupees) within one month of the execution of these presents.
 - (iii) Rs. / (Rupees) on completion of external and internal plastering of Building walls.
 - (iv) Rs. / (Rupees) upon completion of tiling and plumbing.
 - (v) Rs. 1,50,000 (Rupees one lakh fifty thousand only) against the delivery of the possession of the said Flat.
5. The Builders have expressly informed and it is agreed by the Purchaser /s that the area of the said Flat agreed to be purchased by the Purchaser /s is on the basis of super built up area. The calculation of the built up area includes the full thickness of internal and external walls, passages, enclosed balconies, toilets, staircase and any other area used for amenities in the building, meter room, and pump room etc. proportionately.

[Handwritten Signature]

N. M. Panchal



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93	13

6.. The time for payment of each of the instalments of Purchase price set out in clause (4) herein above shall be essence of this contract. The certificate of the Architects of the Builders shall be conclusive proof that the plinth or the respective work is completed and within seven days from the receipt of a notice from the Builders to the Purchaser /s, informing the Purchaser /s that the plinth or the respective work has been completed , the Purchaser /s shall make the payment as herein provided. The Purchaser/s shall not be entitled to raise any objections as regards the completion of plinth or casting of the respective slabs or in regard to the certificate of the Builders ' Architects.

7. All letters, receipts and /or notices to be issued and served upon the Purchaser /s, before the delivery of the said Flat, as contemplated by the Agreement shall be deemed to have been duly issued and served if sent to the Purchaser /s at the last know address of the Purchaser /s by prepaid post or under certificate of posting and shall duly and effectually discharge the Builders and after the delivery of possession whether as a licensee as hereinafter provided or otherwise all the letters, receipts and/ or notices shall be issued and served upon the Purchaser /s at the said Flat.

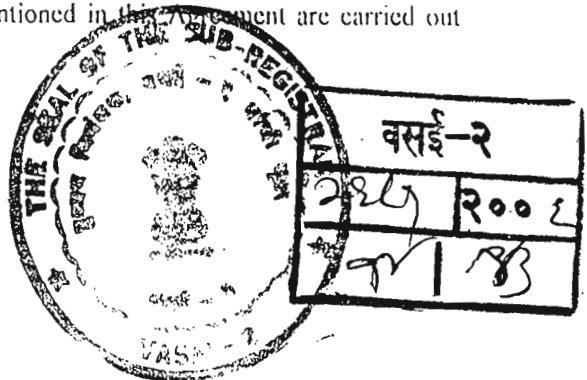
8. The Purchaser /s shall have no claim save and except in respect of the said Flat hereby agreed to be acquired. All open spaces lobbies, staircases etc. ,will remain the property of the Builders , until the whole building and the said properties described in the Second Schedule are transferred to the proposed organization as hereinafter mentioned. It is hereby agreed that the Builders shall be entitled to sell any Flats in the said Building for the purpose of using the same as dispensaries, nursing homes and the Purchaser /s shall not object to the user of such Flat by the Purchasers thereof.

9. The Builders shall upon obtaining part occupation certificate in respect of the said Building be entitled to offer possession of the Flat to the Purchaser /s and as soon as the Flat is notified by the Builders as ready for occupation, each of the Purchasers of the said Building(including the Purchaser/s herein) shall pay balance amount of price payable by them within seven days of such notice served individually on them. If the Purchaser /s fail/s to pay the balance amount of price as aforesaid, the Builders will be entitled cancel and terminate this agreement and to forfeit the amounts previously paid by the Purchaser/s. In the event of the forfeiture of the amounts paid by the Purchaser/s to the Builders as aforesaid, this Agreement shall stand cancelled and recinded automatically without any further resource to the Purchaser /s and the Purchaser /s shall have no right and interest whatsoever in to over and upon the said Flat agreed to be sold. The Builders shall be entitled to proceed with the construction of the remaining Flats. Upon the termination of this agreement as aforesaid, the Builders shall be entitled to sell and dispose of and deal with the said Flat in the manner they may choose. The notice of forfeiture shall be sent by prepaid registered letter with acknowledgement due and the registration lodgement receipt issued by the Postal authorities for issue of such letter shall be sufficient and binding proof for the termination of the agreement on the Purchaser /s.

10. Under no circumstances, the Purchaser/s shall be entitled to the possession of the Flat unless and until all payments required to be made under this Agreement by the Purchaser/s have been made to the Builders and other obligations, terms and conditions agreed by the Purchaser/s mentioned in this Agreement are carried out fully by the Purchaser/s.

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11. The Builders shall deliver possession of the said Flat to the Purchaser/s on or before 10th day of 2006.....subject to the Purchaser/s complying with all the terms, conditions, covenants and stipulations and without committing any breach or breaches of those terms, conditions, and covenants including the payment of the purchase price and all other sums payable by the Purchaser/s to the Builders.

PROVIDED HOWEVER THAT, the Builders shall not be bound to or liable for the delivery of the possession of the said Flat to the Purchaser/s on the said stipulated date in the event of the following circumstances which are mutually exclusive;

i) that the Builders and the Purchaser/s mutually agree in writing to deliver and take the possession of the said Flat on some other day subsequent to the date mentioned hereinabove; and/or

ii) that the Builders are not in a position to erect or construct or complete the erection and construction of the said Building or the said Flat due to any circumstances beyond the control of the Builders which may inter alia include:

a) any notice of acquisition or requisition by Government and/or semi-Government authority or statutory body of the said property or any part thereof on which the said Building is proposed to be constructed/under construction and/or

b) any prohibitive order or injunction is issued by any competent court or any other adjudicating authority; and/or

c) non availability of the requisite materials or availability of the materials in insufficient quantity or the supply of construction materials such as cement, steel, water, sand, aggregates (crusted stones of requisite all size), wood and other construction materials is available only at prohibitive or at exorbitant cost or price.

d) non-availability of skilled, unskilled labourers, or declaration of strike or go slow by the labourers / labourer contractors for whatsoever reasons;

e) civil commotion, explosion, blast or war or enemy aggression;

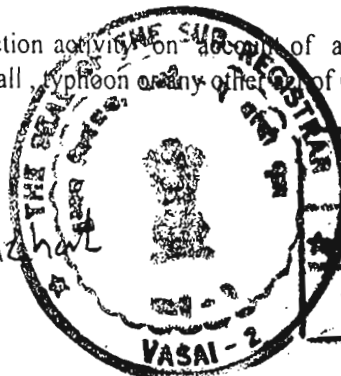
f) non - availability of proper means of transport and conveyances for carrying goods/materials on account of prolonged strike of transport agencies driver cleaners or other labourers in the employment of transport agencies for whatsoever reasons;

g) introduction of rationing on the construction materials by the Government;

h) stoppage or postponement or go slow of the construction project by the Builders in response to any call given by the Association of Builders against any Government action, pronouncement, enactment declarations, clarifications, notifications, prohibitive orders or in support of any cause of any member or members of any Association or Organization of the Builders or of which the Builders are or will be the member; and/or

i) disturbance in the construction activity on account of any earthquake tempest, gale, hurricane squall, typhoon or any other act of God;

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j) disturbance in the construction on account of development or re-development, construction or reconstruction or surfacing or resurfacing of the main road or the road adjacent to the properties described in the first Schedule by any public body, authority, local authority or any other agency.

PROVIDED THAT where the circumstances as mentioned hereinabove take place or occur or happen, during the subsistence of such events and circumstances, the date of delivery as aforesaid shall be or shall always be deemed to have been extended till the expiry of a period of three months from the date on which such event or events or circumstance or circumstances cease to exist and the Builders can thereafter freely, fearlessly and without any hindrance or disturbance of whatsoever nature carry out further construction or commence or resume construction of the said Building.

HOWEVER, the Purchaser/s may call upon the Builders in writing after the expiry of a period of three months:

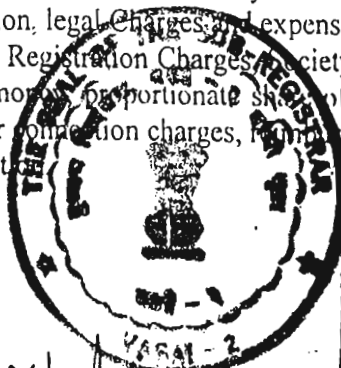
- a) from the date of delivery as expressly stipulated hereinabove; or
- b) from the date mutually agreed to in subclause (i) hereinabove; or
- c) after the period of delivery as extended on account of the circumstances stipulated hereinabove; and
- d) the Purchaser/s has/have not committed any breach or breaches of and or all the terms conditions, covenants and stipulations including the payment of the purchase price and all other sums;

to repay the amounts paid by him, the Purchaser from time to time to the Builders towards the purchase price of the said Flat together with simple interest at the rate of % per annum from the date of actual payment of the said amount or amounts till the date of remittance of the said amount or amounts to the Purchaser/s by the Builders after a period of three months from the date on which notice calling upon the Builders are issued and in that event this Agreement for sale shall be deemed to have been cancelled, revoked, rescinded, abrogated and become null and void and the respective parties shall stand discharged of their respective obligations and the parties shall have no rights against one another and the Builders shall be bound to pay the said amounts so demanded by the Purchaser/s after the expiry of the said period of three months as aforesaid.

12. The Builders shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Flat agreed to be acquired by the Purchaser/s.

13. Before taking possession of the said Flat, the Purchaser/s shall deposit with the Builders such sums of money to bear and pay the deposit for MSEB Connection, legal Charges, and expenses for execution of this Agreement, Society, Registration Charges, Society's entrance fee, Society share application money, proportionate share of property taxes and other charges and water connection charges, from the out of pocket expenses for MSEB connect

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14. The amount paid or deposit for payment of expenses will be utilized towards the reimbursement of deposits paid by the Builders to the Municipality, MSEB, and other authorities, for obtaining service connections and facilities from them and outgoings mentioned in the preceding clause;

15. The amount paid as deposit for payment towards share money will be transferred to the proposed organization of the Purchasers;

16. The above deposits shall not carry any interest and will remain with the Builders until the said property with Building thereon being transferred to the proposed Organization of Purchasers . Upon the said property with the Building thereon being transferred as aforesaid, the balance thereof shall be paid over by the Builders to the proposed organization of purchasers

17. Notwithstanding the payment of the deposits set out in clause (14 to 17) hereinabove, the Purchaser/s hereby agrees to bear and pay in proportion of the area of the flat hereby agreed to be sold all the costs, expenses, charges and outgoings specified more particularly in the **Fourth** schedule hereunder written. The amount paid as deposit for payment of expenses will not entitle the Purchaser/s to refrain or hold back or delay and resist the payment of the expenses as specified in the said **Fourth** Schedule and the Purchaser/s shall be bound to pay the said expenses to the Builders till possession of the said property is handed over to the proposed Organization of Purchaser/s.

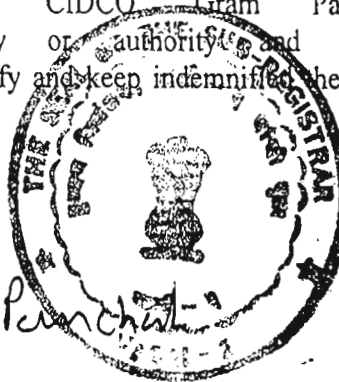
18. The Purchaser/s shall be responsible for additional assessments, taxes and other levies that may be levied by the CIDCO, Municipal Council of Virar, or any other Local Body or Authority.

19. The Builders shall not be liable for any loss caused by fire, riot, strikes, earthquakes or due to any other cause whatsoever after handing over possession of the premises to the Purchaser/s.

20. So long as each Flat in the said building is not separately assessed for taxes and water charges by the Local body or authority, the Purchaser/s shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the Zilla Parishad, Thane, or Gram Panchayat or any other public body or authority or CIDCO PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Gram panchayat or Local body or authority or any other authority by reason of any permitted use, the Purchaser/s alone shall bear and pay such special taxes and rates. As from the date of delivery of the Flat, the Purchaser/s and other purchasers shall observe and perform all the Rules and Regulations of the CIDCO, Gram Panchayat, Zilla Parishad, Local body or authority and other statutory bodies and shall indemnify and keep indemnified the Builders against any loss or damage.

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21. The Purchaser/s has in addition to the consideration and the various deposits mentioned hereinabove agreed to deposit and keep deposited with the Builders or otherwise to bear and pay directly or jointly with the other purchasers of the various Flats in the said building oramba or as a member of the proposed organization of the purchasers the betterment and development charges or any other tax or payment of a similar nature which the CIDCO may impose in respect of the development of the properties on which the said Building is being constructed by the Builders or any increments in such betterment and development charges from time to time as well as any additional betterment and development charges which may be claimed, demanded or recovered by the said CIDCO in proportion of the area of the Flat agreed to be purchased from the Builders and in determining such amount the decision of the Builders shall be conclusive and binding upon the Purchaser/s.

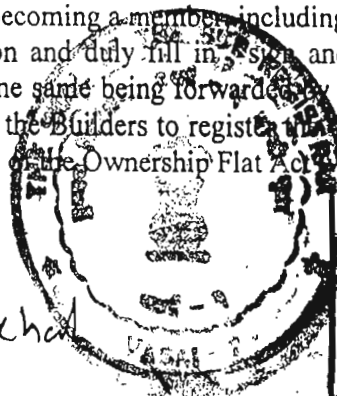
22. The Purchaser/s agrees to pay to the Builders interest at % per annum on all the amount which become due and payable by the Purchaser/s to the Builders under the term of this Agreement from the date the said amount is payable by the Purchaser/s to the Builders . Provided that payment of interest shall not save the cancellation of this Agreement by the Builders on account of any default committed by the Purchaser/s in payment of any amount payable by the Purchaser/s to the Builders on due date and / or account of breach of any of the terms and conditions herein contained committed by the Purchaser/s.

23. If the Purchaser/s neglects, omits or fails for any reason whatsoever to pay the Builders any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations on his/her/its/their part herein contained or referred to, then this Agreement shall become null and void and stand terminated and the earnest and/ or deposit money and all other amounts already paid by the Purchaser/s to the Builders shall stand forfeited absolutely. The Purchaser/s hereby agrees to the forfeiture of all his right, title and interest in the said Flat to the Builders and it shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Builders against the Purchaser/s.

24. The Purchaser/s along with other Purchasers of the said Building shall join in forming and registering the Organization to be known by such name as the Builders may decide and for this purpose also from time to time sign and execute the application forms for registration and/or membership and other papers documents necessary for formation of the Organization and for becoming a member including the bye-laws of the proposed Organization and duly fill in and return to the Builders within 10 days of the same being forwarded by the Builders to the purchase so as to enable the Builders to register the Organization of Purchasers under Section 10 of the Ownership Flat Act within the limit



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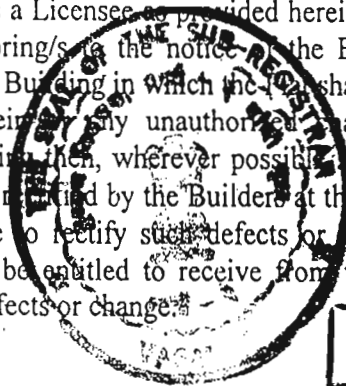
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prescribed by Rule 8 of the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies and/ or the Registrar of Companies or any other competent authority. It is expressly agreed and understood by and between the parties to these presents that notwithstanding anything otherwise provided in this clause, the Builders shall join in forming / registering the said Organization of Purchasers in respect of all such premises which may at the time of formation of the said Organization of Purchasers remain to be taken or sold and the Builders shall sign all applications for membership as such and other documents for registration and the Builders shall have a right to sell and dispose of the said unsold premises and the consideration for sale of the said Flat shall belong to the Builders alone and the Builders shall be entitled to appropriate to themselves the said sums or consideration amounts and the Builders shall not be liable or responsible for making monthly contributions for such premises till the same are sold and upon the sale of such premises, the Builders and the Purchasers of the said premises shall not be liable to make payment of any transfer fee or premium or donation to the said Organization of the Purchasers and the bye-laws or the governing regulations of the said Organization of the Purchasers shall contain a provision to that effect.

25. The Builders shall give a notice of not less than fifteen days before the date of execution of the conveyance to the Purchaser/s in writing to take possession of the said Flat simultaneously to the execution of the conveyance in respect of the said Building in favour of the Organization of the Purchasers and the Purchaser/s shall take possession of the said Flat accordingly. It is mutually agreed and understood that in case the possession of the said Flat is granted or given or delivered to the Purchaser/s before the execution of the conveyance as aforesaid in favour of the Organization of the Purchasers till the time of execution of the conveyance as aforesaid in favour of the Organization of the Purchasers, the Purchaser/s shall be deemed to be holding the possession of the said Flat or occupying and enjoying the said Flat as a licensee of the Builders and it shall not be construed or interpreted that the said Flat as is transferred, sold, conveyed, or assigned to the Purchaser/s or any tenancy right is created in favour of the Purchasers unless and until a conveyance as aforesaid is executed in favour of the said Organization of Purchasers and till such Conveyance is executed the said Flat shall be under the full control of the Builders. PROVIDED FURTHER THAT where the possession of the said Flat is taken by the Purchaser/s simultaneously at the time of execution of the conveyance in favour of the Organization of the Purchasers as or the Flat Purchasers as taken possession of the Flat as a Licensee as provided herein whichever is earlier if the Purchaser/s bring/s to the notice of the Builders any defect in the said Flat or in the Building in which the Flat shall be situated or the materials used therein or any unauthorized change in the construction of the said Building then, wherever possible, such defects/ unauthorized changes shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects or unauthorized changes the Purchasers shall be entitled to receive from the Builders reasonable amount for such defects or change.



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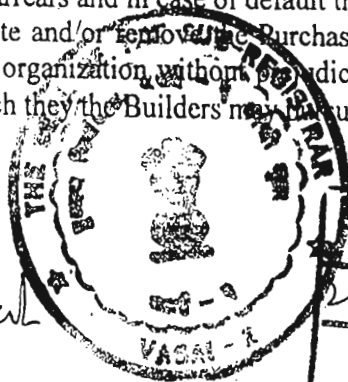
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26. Nothing contained in this Agreement shall be construed as a grant, demise or assignment in law of the said Flat or the said property or any part thereof or to confer upon the Purchasers any right, title or interest of any kind whatsoever into over and upon the said Flat and such conferment shall take place only upon the proposed Organization of the Purchasers is formed and on execution of a Deed of Conveyance in respect of the said Building or the said Organization of Purchasers shall put the Purchaser/s in to formal possession of the said Flat.

27. Commencing a week after notice in writing is given by the Builders to the Purchase/rs that the said Flat is ready for use and occupation the Purchase/r/s shall be liable to bear and take the proportionate share (that is in proportion to the build up floor area of the said Flat) in the outgoings in respect of the said Flat and the said property and the Building namely local taxes, betterment charges, or such other levies by the concerned local authority and / or government, water charges, Insurance premia, Electricity charges for common lights, repairs and maintenance of the Building, salaries of clerks, chowkidars, bill collectors, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and other expenses, a list whereof is set out in the forth Schedule hereunder written. Until the Organization of the of Purchasers of all the units in the said Building is formed and the said property is transferred and conveyed to the said Organization as provided herein above, the Purchaser/s shall pay the said amount to the Builders. The Purchaser/s further agrees that till the Purchaser's/s' share is determined, the Purchasers shall pay to the Builders a sum of Rs...../- per month toward the outgoing on ad-hoc basis and shall before taking the delivery of the possession of the said Flat keep deposited with the Builders 12 months advance of such contribution. The amount so deposited shall not carry any interest and the said deposited amount shall remain with the Builders until the conveyance as aforesaid is executed in favour of the said Organization of Purchasers. Subject to the provisions of Section 6 of the said Ownership Flat Act on such conveyance being executed , the aforesaid deposit (less deductions provided for under this Agreement and outgoings , if any borne out of the same) or balance, if any shall be paid by the Builders to the said Organization . Not withstanding the said advance deposit for contribution to be made by the Purchaser/s, the Purchaser/s undertake/s to pay to the Builders the aforesaid monthly contribution and the proportionate share of outgoings regularly and punctually on 5th day of each and every calendar month in advance and shall not withhold the same for any reasons whatsoever. No adjustment or appropriation shall be made by the Purchaser/s of the said amounts from the monthly contribution to be so made. If the Purchaser/s commits default in making payment of the said contribution for a period of three months, the Builders shall give seven days notice to the defaulting Purchaser/s calling upon him to pay the said arrears and in case of default thereof the Builders shall be entitled to delete and/or remove the Purchaser/s from the membership of the proposed organization without prejudice to such further remedies and actions which they the Builders may take.

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28. That the Purchaser/s shall be bound to sign all papers and documents and to do all other acts, deeds, things as the Builders may lawfully require him/her to do from time to time in this behalf for safeguarding the property and the interest of other Flat acquirers and/or for formation of and/or joining the Co-operative Society or Limited or other Incorporated Body and for transfer of the property to such Co-operative Society or Limited or other Incorporated Body.

29. That the Purchaser/s shall use the said Flat for the purpose of residential or any other use permissible under the rules and regulations of the Government of Maharashtra, CIDCO and the Government of India on that behalf.

30. The Purchaser/s shall at no time demand partition of his interest in the said land and Building. It being hereby agreed and declared by the Purchaser/s that his/her/its/their interest in the said land and Building is impartible and it is agreed that the Builders shall not be liable to execute any conveyance in respect of the said Flat in favour of the Purchaser/s.

31. That it shall not be hereafter open to the Purchaser/s to dispute the title of the Builders to the said Land and Building thereon:

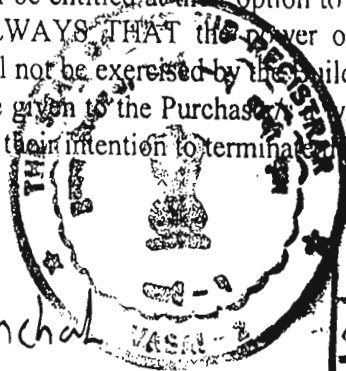
32. The Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the collector, Thane and all other concerned authorities, at the time of sanctioning of the said plans or thereafter.

33. The Builders hereby agrees that they shall before handing over possession of the said Flat to the Purchaser/s and in any event before the execution of the conveyance /s of the said Building in favour of the said organization of the purchasers, make full and true disclosure of the nature of their title to the said building and the land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Building and the property and shall as far as practicable ensure that the said Building and the property is/are free from all encumbrances and that the Owners have absolute, clear and marketable title to the said Building and the property so as to enable them to convey to the said organization of purchasers such absolute, clear and marketable title on the execution of the conveyance of the said Building by the Owners and the Builders in favour of the said organization of purchasers.

34. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builders under this Agreement (including his/her/its/their proportionate share of taxes levied by the CIDCO and Government and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their option to terminate this agreement PROVIDED ALWAYS THAT the power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser/s a written notice of not less than fifteen days of their intention to terminate this agreement

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and of the specific breach or breaches of terms and conditions in respect which it is intended to terminate this agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time stipulated in the said notice, PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Builders shall refund to the Purchaser/s the installments of sale price of the said Flat which may till than have been paid by the Purchaser/s to the Builders but the Builders shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement, the Builders shall be at liberty to dispose of and sell the said Flat to such person or persons and at such price as the Builders may at their absolute discretion think fit.

35. Notwithstanding anything contained in clause (27) hereinabove, with the prior written consent of the Builders and for the limited purpose of raising loans and advances from any bank or financial institution for the specific purpose of purchasing the said Flat, the Purchaser/s may mortgage or create a charge or in any way encumber or deal with or dispose of his/her/its/their rights in the said Flat or assign his/her/its/their interest or other benefit of this agreement or any part thereof to any person .

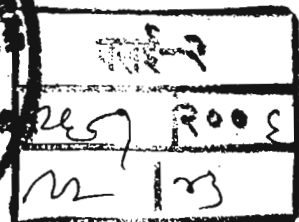
36. It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builders shall be at liberty to sell, assign, mortgage , encumber or otherwise deal with and/or dispose off their right, title or interest in the said Building under construction by the Builders. The mortgage or any other encumbrance created by the Builders shall be cleared by the Builders at their own cost prior to the execution of the conveyance in respect of the said Building in favour of the organization of purchasers.

37. It is agreed by the parties hereto that the Builders shall within three years of registration of the Organization of the purchasers as aforesaid cause to be transferred to the said Organization all the rights, title and interest of the Builders in the aliquot part of the said Building by executing the necessary conveyance of the said Building in favour of the said Organization of purchasers and the conveyance shall be in keeping with the terms and conditions of this agreement and the recitals hereinabove recited.

38. It is expressly agreed that the property described in the Second Schedule hereunder written is owned and held by Kapol Sarvoday Trust, a Charitable Trust registered under Bombay Trusts Act, 1950. and would be transferable only upon receipt of requisite permission from the Charity Commissioner. Pending the execution of the conveyance thereof, the Builders have agreed to pay a Ground Rent to the said Kapol Sarvodaya Trust and the Purchaser agrees to remit and pay his proportionate share therein to the Builders till the transfer thereof.

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39. The Purchaser/s hereby covenant with the Builders to pay the amounts to be paid by the Purchaser/s under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Builders indemnified against the breach of the said covenant and conditions except so far as the same ought to be observed by the Builders. The Purchaser/s also agrees and undertake/s to give all the facilities and Co-operation to the Builders to carry out construction of the additional floors on or upon the said Building.

40. In the event the possession of the said Flat is delivered before the execution of a conveyance or deed of assignment in favour of the said Organization by the Builders to the Purchaser/s as a licensee of the Builders, the Purchaser/s shall permit the Builders and his servants or agents with or without workmen and other at all reasonable time or times to enter into or upon his/her/its/ their premises or any part thereof for the purpose of repairing any part of the said Flat and the Building and / or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipers and electric wires and/or similar purpose.

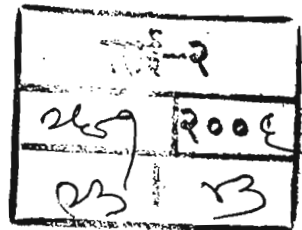
41. All costs, charges and expenses in connection with the formation of the said Organization of Purchasers as contemplated by the provisions of the said Ownership Flat Act as well as the costs of preparation, engrossing, stamping and registering this Agreement, conveyance or any other document required to be executed by the Builders and by the Purchaser/s stamp duty and registering charges in respect of such document transferring the land and Building in favour of such Organization as well as the entire professional cost of the Attorneys of the Builders in preparing and approving all such documents shall be borne and paid by the said Organization of Purchasers. The Builders shall not contribute towards such expenses. The proportionate share of aforesaid costs, charges and expenses payable by the Purchaser/s shall be paid by him immediately on demand.

42. The Purchaser/s for himself/herself/itself/themselves and with an intention to bring all persons into whose hands the said premises may come (whether as a licensee or otherwise) doth hereby covenant with the Builders.

- a) To maintain the said Flat at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Building in which the said Flat is situated and staircase or any passage which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make any addition in or to the said Flat or in or to the Building in which the said Flat is situated or any part thereof.

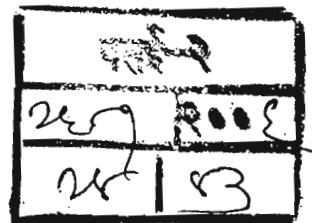
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- b) Not to store in the said premises any goods which are hazardous, combustible or dangerous by their nature or are so heavy as to damage the construction or structure of the Building in which the said Flat is situated or storing of which goods is objected to by the CIDCO or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or is likely to damage the staircase, common passages or any other structures of the said Building or any part thereof including the entrance of the said Building and in case any damage is caused to be said Building or any part thereof or to the said Flat or other Flats or any part thereof or account of negligence or default whether deliberate or accidental the Purchaser/s shall be liable to repair at his/her/its/their own costs and expenses and further such consequences of such breach or breaches.
- c) To carry at his/her/its/their own costs internal repair to the said Flat and maintain the said Flat in the same condition, state and order in which it may be delivered by the Builders to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building or any part thereof or to the said Flat or any part thereof which may be against the rules, regulations and byelaws of the CIDCO and other public authority. In the event of breach of this covenant or for any act of commission or omission committed by the Purchaser/s whether negligently, deliberately, or accidentally, the Purchaser/s shall be responsible and liable for the consequences thereof to the CIDCO and other public body.
- d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in to or upon the said Flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the Building shall carried out by the Purchaser/s and the Purchaser/s shall keep the portions, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenable repair and conditions, and in particular so as to support the shelter and protect the other parts of the said Building shall not chisel or in any manner damage the columns, beams, walls, slabs, or RCC, pardis or the structural members in the said Flat without prior written permission of the Builders before the formation of the Organization of Purchasers, and after the formation of the said Organization of Purchasers .
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or which may result in the increase in the Insurance premium.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the property.

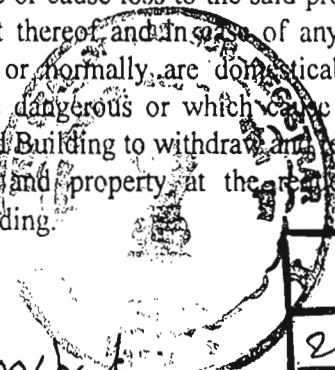
mel



- g) To bear and pay increase in local rates and taxes, cess, water charges, insurance and such other levy, if any, which may be imposed by the Government and/ or other Public authority on account of user of the said Flat by the Purchaser/s to the Builders before the formation of the said Organization of Purchaser/s and after formation of the said Organization of Purchasers either to the said Organization of Purchasers or directly to the CIDCO or other concerned authority collecting such levies.
- h) The Purchaser/s shall observe and perform all the rules regulations and bylaws which the Organization of Purchasers may adopt at the time of its inception and the additions, alterations, amendments thereof that maybe made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, regulations and bylaws for the time being of the CIDCO and/ or Government and /or other public bodies. The Purchaser/s shall also observe and perform all the stipulations, terms and conditions laid down by the said Organization of Purchasers regarding occupation, and use of the said premises and shall bear and pay and contribute regularly and punctually or before the due dates the taxes, expenses for repairs and maintenance, water charges, electricity charges, and other administrative expenses such as salaries, and wages of chowkidars, gardeners, clerks, and/ or other outgoings in accordance with the terms of this agreement.
- i) Save and except as otherwise provided in this agreement, the Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser/s right, title, interest or benefit of this Agreement or part with possession of the said Flat if delivered before the execution of conveyance in favour of the Organization of Purchasers until all the dues payable by the Purchaser/s to the Builders under this Agreement are fully paid and only if the Purchaser/s had not been guilty of breach of non observance of any of the terms and conditions of this Agreement and until the Purchaser/s has intimated and taken permission in writing of the Builders and any agreement in breach of this covenant shall be null and void and will not have any binding force vis-à-vis the Builders.
- j) Pay to the Builders within seven days of demand by the Builders his/her/its/ their share of security deposit demanded by the CIDCO or Government or giving water, electricity or other service connection to the said Building.
- k) Not to bring or domesticate on the said property any animals or birds which are by their nature dangerous to the human beings and/or which may damage or cause loss to the said property or the said Building or any part thereof and in case of any animals or birds which are usually or normally are domesticable, become furious or turn out to be dangerous or which cause nuisance to other occupants of the said Building to withdraw and remove them from the said Building and property at the request of other occupants of the said Building.

[Handwritten initials]

N. M. Panchhat



वसई-२	
२६७	२००६
२५	१३

- l) Not to store any materials, goods or equipment, plants, machinery and others things belonging to or hired by of the Purchaser/s on the open space in the Compound wall of the Building or any part thereof so as to cause any inconvenience or obstruction to the other Flat holders in the said Building.
- m) Not to store or permit to be stored fish (in whether form that is dried, cured or otherwise), meat and poultry and other non-vegetarian and vegetarian food stuff or birds or animals producing poultry and non-vegetarian products and likewise not to store fishing nets, fishing rods and others equipment for fishing on the Terrace of the said Building or any part or parts thereof for whatsoever and howsoever purpose or reasons.
- n) Not to change the specifications and design of the Grills, if any, provided by the Builders.
- o) Not to park his/her/its/their vehicle at the reserved parking lots (that is the parking lots sold by the Builders to any other flat Purchaser/s or Purchasers). The allottee of specified parking lot shall be entitled to park his vehicle.
43. In the event of the said Organization of purchasers being formed and registered before the sale and disposal by the Builders of all the premises in the said Building, the power or authority of the said Organization till the execution of a conveyance in favour of the said Organization shall be subject to the overall control and authority of the Builders in respect of any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof and to receive and appropriate to themselves absolutely the sale consideration in respect of such premises.
44. The Purchaser/s agrees that the Purchaser/s shall not unless a prior written consent of the Builders are obtained sale, transfer or assign the benefit of this agreement or transfer the said Flat to any other person or persons in any manner howsoever which permission shall not, when applied be withheld by the Builders or unreasonable grounds. The Purchaser/s agrees that the Purchaser/s shall simultaneous to the appreciation for the assignment/transfer of the benefit of this Agreement or the flat pay administrative charges at the rate 2% of the amount of the consideration which the Purchaser/s shall be entitled to receive upon the assignment of the benefit of this agreement or as the case may be upon the transfer of the said flat. Non-payment of the aforesaid amount by the Purchaser/s shall be sufficient and good ground for declining the permission.

[Handwritten Signature]

N. M. Parichat



115-2	
2009	2008
21/13	

45. It is expressly agreed that in the event the Purchaser whether individually or otherwise as a member of the organization of the Flat Purchasers resists or objects to the construction of the remaining Wings and/or separate Buildings in the said Kapol Complex, then and in such event the Purchasers and all the persons taking any such objection shall remit and pay unto the Builders at the rate of Rs. 450/- per square foot for the FSI of the said building or buildings or the Wing of the said building.
46. All notices to be served on the Flat Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by prepaid post under certificate of posting at his/her/its/their address specified below.

.....Gawa Nagao, Nallasopara, ceo.....

47. The nature, extent and description of the common areas and facilities and of the limited common areas and facilities are set out in the Fifth Schedule hereunder written.
48. The Schedules hereunder written and the annexures hereto annexed are an integral part of these presents and shall be deemed to have been bodily set out in these presents for their construction and interpretation.
49. Wherever the subject or context may so require, the reference to the masculine gender shall be deemed to mean and include feminine gender and vice-versa the feminine gender shall include masculine gender and the singular shall include plural thereof.
50. In these present unless it be repugnant to the context or meaning, the singular would include plurals and likewise plurals will include singular.

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

FIRST SCHEDULE HEREINABOVE REFERRED TO

SECOND SCHEDULE HEREINABOVE REFERRED TO

THIRD SCHEDULE HEREINABOVE REFERRED TO

List of Amenities and Facilities

General layout Amenities

R.C.C. Framed Structure.

Aesthetically pleasing Landscaping.

Well Decorated Main Entrance Foyer.

Well planned Infrastructure.

Building Amenities

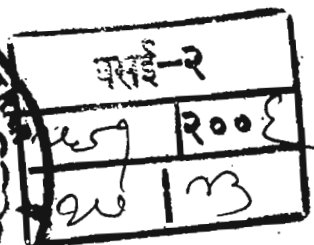
Flooring a) Ceramic tiles in Living

b) Ceramic tiles in Bed and toilets

c) Ceramic tiles in kitchen



N.M. Paruchuri



Doors	a) Attractive Main Door b) Flush Door with attractive colour for all interior rooms. c) Fancy Fittings & Fixtures for every door. d) Branded Safety Lock.
Windows	Aluminum sliding windows
Dado	a) Full Dado of Glazed Tiles in bath & W.C. b) Glazed Tile Dado 2 feet above Kitchen platform.
Plumbing	a) Concealed Plumbing. b) Best Quality sanitary ware provided in W.C. & Bathroom.
Kitchen Platform	Green Marble Top with stainless steel sink.
Painting	Distemper colour in each Flat. Loft tank in each Flat. R.C.C. Loft over WC & Bathroom.

FOURTH SCHEDULE HEREINABOVE REFERRED TO

The nature, extent and description of the common areas and facilities and of the limited common areas and facilities shall be as under:

a) Common areas and facilities:

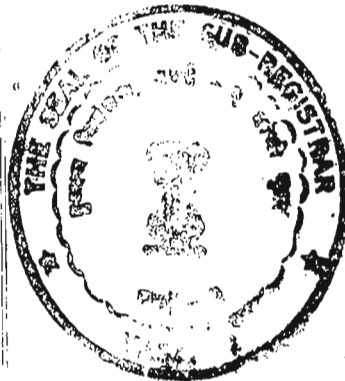
1. The foundations, columns, girders, beams supports, main walls, roofs, Entrance lobby and foyer of each wing of the said Building will be for the benefit of the Flat Purchasers of the said Building.
2. The open space of the said properties described in the Second Schedule hereinabove written.
3. The open space of the said properties described in the Second Schedule hereinabove written.
4. Installations of central services such as power, light, telephone, hot and cold water heaters.
5. All other parts of the said properties described in the First Schedule hereinabove written necessary or convenient to its existence, maintenance and safety or normally in common use.
6. Watchman's cabin, pump Room, sewage tank, underground and overhead water tanks.
The Flat Purchasers will have a proportionate undivided interest in the above.

b) Limited common areas and facilities:

- i) Landing in front of the stairs on the floor on which the particular Flat is located, as a means of access to the Flat but not for the purposes of storing or as a recreation area or for residence or for sleeping:
- ii) This landing is limited for the use of the Purchasers of Flat located on that particular floor and for visitors thereto, but is subject to means of access for reaching the others floors, available to all Purchasers and visitors:

The Flat Purchasers will have proportionate undivided interest in the above.

[Handwritten Signature]



वसई-२	
२८५	२००९
२८	३३

FIFTH SCHEDULE HEREINABOVE REFERRED TO

1. The Expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the terrace, gutters, drains, storm water drains, main water lines, plumbing lines, sewage lines, electrical cables, telephone cables, wires, water pumps, water softening and filtration plant (if installed) in or under or upon the building and enjoyed or used by the flat holders in common with the other occupants of the said building and the main entrance, passages, landings, staircase, boundary walls, compound walls.
2. The cost of cleaning lighting the common passages, water pump, landings, staircase, common lights and other parts of the building in common with the other occupants in the building.
3. The cost of the salaries and wages, bonus, allowances, compensation payable to the clerks, bill collectors, chowkidars, watchmen, pump-men, sweepers etc.
4. The electrical bills for common light, water pump and other services and replacement of the bulbs, tubes etc.
5. Deposit for building water meter, electric meter, sewer lines.
6. Rates, taxes, assessments, levies and charges for the Building and the appurtenant land as may be assessed and levied by the Local Authorities.
7. Assessments on the land and building payable to the Revenue Authorities, in proportion of the area of the flat.
8. Water charges.
9. Insurance premia on the Insurance policy for the building.
10. Cost of subjecting the entire building for pest controls.
11. Such other costs and expenses in proportion to the area of the flat as are necessary or incidental for the maintenance and upkeep of building.

SIXTH SCHEDULE HEREINABOVE REFERRED TO

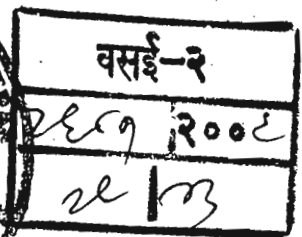
(Description of the Flat Agreed to be Sold)
Name of the Building : Gramha Apt
Flat No. : A/306
Area (Built area in Sq.Ft.) : 250 sqft saleable area
Floor : Third Floor
Agreement Value : Rs. 200,000/-

SIGNED, SEALED AND DELIVERED)
by Smt. Alhad M. Samant the)
partner of M/s Jivdani Constructions)
the Builders herein) For M/s Jivdani Constructions
in the presence of)



Partner.

N.M. Panchu



SIGNED AND DELIVERED)

the within named Purchaser/s, viz.)

Nag.nath...maruti...pamchal)

in the presence of)

N.M. Pamchal

RECEIVED OF AND FROM THE WITHIN)

NAMED PURCHASER A SUM OF RS.)

5000/- (Rupees five thousand

only) on or before the)

execution of these presents being the part of)

the sale of the within named flat)

Rs. 5000/-

M/s Jivdani Constructions

Partner

WITNESS



वसई-२	
२६९	२००२
३०	१३

B. C. Solanki
 B.Sc.L.L.B.
 ADVOCATE HIGH COURT

TELEPHONE NOS.
 Off. 2502814
 Off. 2502008

37, MEGHDOOT, OPP. RLY. STN, VIRAR (WEST), 401 303, W. RLY, DIST-THANE.

Date :- 20th April, 04.

TITLE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

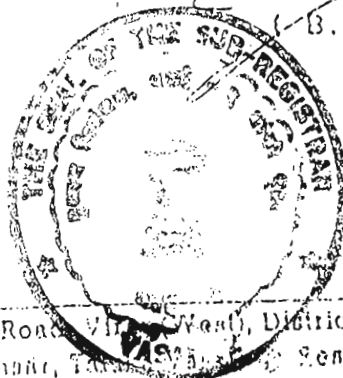
THIS IS TO CERTIFY that I have examined title in respect of non agricultural plot of land

bearing :-

New Survey No.	Old Survey No.	Hissa No.	Area in Square metres	Assessed Rs. Ps.
197	65	12 A Pt	1546.84	30=94
197	65	12 B Pt	1520.00	38=00
197	65	12 K Pt	1588.40	38=00
197	65	12 D Pt	1588.40	30=94
197	65	12 E Pt	1180.00	30=94

lying, being and situate at Village : Naringdi,
 Taluka : Vasai, District : Thane and belonging to
 KAPOL SARVODAYA TRUST through partners 1) SHRI:
 BHIDAS DHARJIBHAI BHUTTA, 2) SHRI. BHIDAS
 JAMNADAS SANGHAVI, 3) VANMALIDAS LAXMIDAS MEHTA
 and have found the same to be clear, marketable
 and free from all encumbrances.

(B. C. SOLANKI.)
 ADVOCATE.



वसई-२
२४१/२००६
३१/३

Res. : Rajhans, Datta Mandir Road, Virar (West), District : Thane. P : 2803119
 Office : Chandanpur, Thane. P : 2803144

फोन नं. : २७२
६९१

— विरार नगरपालिका परिषद —
VIRAR MUNICIPAL COUNCIL

Virar, Dist Thana.

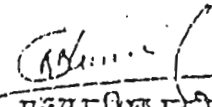
जावक नं. १७२/२००८
विरार, (जि. ठाणे)
दिनांक : २३/८/१९८८

घाया-१) कपोल सर्वोदय ट्रस्टचे भागीदार श्री. भाईदास संघवी वगैरे
यांचा दि. २०/८/१९८८ रोजीचा अर्ज.
१) संबंधिता जागेचा ७/१२ उतारा.

आदेश

श्री. भाईदास संघवी वगैरे कपोल सर्वोदय ट्रस्ट हा. विरार
ता. वसई, जि. ठाणे यांचे मालकी मोठे नारिंगी बिनोक्ली सं. नं. ६५/१२पे.
या जागेत शोबल जोडलेल्या नकाशा प्रमाणे जुन्या पाळीच्या जोट्यावर
रहिवात उपयोगात घेणा-या इमारतीचे सुधारित बांधकामास मंजूर
नकाशाप्रमाणे परवानगी देण्यास घेत आहे.




मुख्याधिकारी
विरार नगरपालिका

वसई-२	
२८१	२००६
३२	०३



मुना सर्वे नं. ६५ N.A.P.

गाव नमुना सारा

(अधिकार अभिलेख पत्रक)

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे)
नियम १९७१-यांतील नियम ३, ५, ६ आणि ७]

गाव : नारिंगी

तहसील : वसई

भूमापन क्रमांक १९८८	भूमापन क्रमांकाचा उपविभाग १२५	भूधारणा पद्धती	भोगवटदाराचे नांव (५२५) (५६७)	खाते क्रमांक ४
शेताचे स्थानिक नाव			कृळाचे नांव	
लागवडी क्षेत्र	हेक्टर आर	प्रति	वापोल सर्वोदय ट्रस्टचे गार्गीदी	
नौरस मिटर	१५८०		१) आशिदास चारणसि भाई भूता	
एकूण	१५८०		२) आशिदास जगनादास संपत्की	
पोटखराब (लागवडी योग्य नसलेले)			३) लक्ष्मणराव महाराजसि केहता	
वर्ग (अ)			(५६७)	
वर्ग (ब)			इतर अधिकार—तुकडा	
आकारणी जुडी किंवा विशेष आकारणी	रुपये २३-	पैसे ६०	सीमा आणि भूमापन चिन्हे :—	

गाव नमुना सारा (पिकांची नोंदवहदी)

[महाराष्ट्र जमीन मंडळ अधिकार अभिलेख व नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९]

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र						निर्मळ पिकाखालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन करणाराचे नांव	क्षेत्र
		मंकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
२००३									हे. आ.	हे. आ.					
२००४															

(असल बरहुकूम नकल)

दिनांक २०/१२/२००३

तहसील सजा नारिंगी,
तहसील - वसई, जि. ठाणे.

वसई-२
२६/१२/००३
०३ | ०३



नुमा सर्व्ह नं. ६५ N.A.P.

गाव ममुना सारा

(अधिकार अभिलेख पत्रक)

गाव : नारिगी

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यांतील नियम ३, ५, ६ आणि ७]

तहसील : वसई

भूमापन क्रमांक ७६८८	भूमापन क्रमांकाचा उपविभाग ७२५	भूधारणा पद्धती ३	भोगवटदाराचे नांव ५३७५, ५३७६, ५६५३	खाते क्रमांक ७७
शेताचे स्थानिक नांव			कपोल सदाय टन्टचे भागीदार	कूळाचे नांव
लागवडी योग्य क्षेत्र ७६७० N.A.P. एकूण	हेक्टर आर प्रति चौरस मिटर ७६०० = ७७	प्रति ७६७० = ७७	१) आईदास व्दारणा आई भूता २) आईदास व्दारणा आई संचकी ३) यजमळीदास व्दारणा महता	इतर अधिकार - तुकडा
पाटखराब (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब) एकूण	३० - ९७		S	सीमा आणि भूमापन चिन्हे :-
आकारणी जुडा किंवा विशेष आकारणी				

गाव ममुना सारा (पिकांची नोंदवद्दी)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवद्दा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९]

पिकावालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकावालील क्षेत्र						निर्भेळ पिकावालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जळ सिंचनाचे साधन	पिकाकारणाचे नांव	हेक्टर
		संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र			
२००३	२००४												१५	२५	१६
													१५	२५	१६

(अखिल वरदुकुम नकल)

दिनांक २०/११/२००३

तहसील सजा नारिगी,
तहसिल - वसई, जि. ठाणे.

वसई-२	
२६/११	२००३
३६	१०३



जुना सर्वे नं. ६५ N.H.P

गाव महुणा बारा

(अधिकार अभिलेख पत्रक)

गाव : नारिंगी

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुरक्षित ठेवणे) नियम १९७१-यांतील नियम १, ५, ६ आणि ७]

तहसील : वरद

भूमापन क्रमांक १६००	भूमापन क्रमांकाचा उपविभाग १२५	भूधारणा पद्धती	भोगवटदाराचे नांव (५३५९) (५३२३)	खाते क्रमांक
शेताचे स्थानिक नांव			व्यंजाल सेवोदध टस्टचे प्रागेदार	कूळाचे नांव
लागवडी योग्य क्षेत्र १६००	हेक्टर आर प्रति १६००	वैयक्तिक क्षेत्र १६००	१) आईदास च्यारकी आई मूता २) आईदास जमनादास संधके ३) वनमाळीदास लक्ष्मणदास मूता	इतर अधिकार—तुकडा
पोटखराब (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब)	एकूण	एकूण	५६००२	
आकारणी जुडी किंवा विशेष आकारणी	वयवे	वैवे		सीमा आणि भूमापन चिन्हे :—

गाव महुणा बारा (पिकांची नोंदवह्यी)

[महाराष्ट्र जमीन मध्येल अधिकार अभिलेख व नोंदवह्या (तयार करणे व सुरक्षित ठेवणे) नियम, १९७१ यांतील नियम २९]

पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र						निर्मळ पिकाखालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन करणाराचे नांव	क्षेत्र	
		मकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र				
२००३	२००२															

(अस्सल वरहुकूम नकल)

दिनांक २०/१२/२००३

सहाय्यी सजा नारिंगी,
तहसील - वरद, जि. ठाणे.



वसई-२
२६९ २००२
३१/०३

शुना सर्व्ह नं. ६५ N-A-P.

गाव नमुना सारा

(अधिकार अभिलेख पत्रक)

गाव : नारिंगी

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवद्या (तयार करणे व सुस्थितीत ठेवणे)
नियम १९७१-यांतील नियम ३, ५, ६ आणि ७]

तहसील : वास

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटदाराचे नांव			खाते क्रमांक
१९९०	७२८	४१	५२७३	५३०७		३०
शेताचे स्थानिक नांव			म.पोळ सवोदय ट्रस्टचे भागादि			कळाचे नांव
लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति	० आइदास स्यारजे मारि भूता		
७५५००			चौरस मिटर	० मारिदास जमनादास वनचकी		
एकूण	०-११			० वानमाळी दास (सदकाधार) हेक्टर अधिकार - तुकडा		
पोटखराब (लागवडी योग्य नसलेले) वर्ग (अ)	०-०३		३	५३०७		
वर्ग (ब)	०-०३		३	५६०२		
आकारणी जुडी वि. विशेष आकारणी	३०			सीमा आणि भूमापन चिन्हे :-		

गाव नमुना सारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवद्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९]

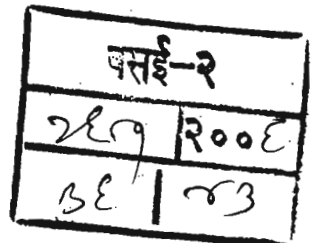
पिकाखालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकाखालील क्षेत्र						निर्मळ पिकाखालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन करणाराचे नाव	शेरा	
		संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरूप	क्षेत्र				
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
२००३	२००३															
									हे. आ.	हे. आ.						

(असल वरहुकूम नकल)

दिनांक २०/११/२००३

तलाठी सजा नारिंगी,
तहसिल - वसई, जि. ठाणे.



धुना सर्वे नं. ६५

NAR

गाव ममुना सारा

(अधिकार अभिलेख पत्रक)

गाव : नारिंगी

[महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवक्षा (तयार करणे व सुस्थितीत ठेवणे) नियम १९७१-यांतील नियम ३, ५, ६ आणि ७]

तहसील : वसई

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवटदाराचे नांव	खाते क्रमांक
१६०	१२५			
शेताचे स्थानिक नांव			लापोल सर्वोदय ट्रस्टचे कार्यालय	कूळाचे नांव
लागवडी योग्य क्षेत्र	हेक्टर	आर	प्रति	
७८५३००	चौरस मिटर			
एकूण	१५४६			
पोटखराब (लागवडी योग्य नसलेले)				
वर्ग (अ)				
वर्ग (ब)				
एकूण				
आकारणी जुडी किंवा विशेष आकारणी	इयत्ते	पैसे		
	३०	६४		

५३७७

५६००

सीमा आणि भूमापन चिन्हे :-

गाव ममुना बारा (पिकांची नोंदवही)

[महाराष्ट्र जमीन महसूल अधिकार अभिलेख व नोंदवक्षा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९]

पिकावालील क्षेत्राचा तपशील

वर्ष	हंगाम	मिश्र पिकावालील क्षेत्र					निर्मेल पिकावालील क्षेत्र			लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन करणाराचे नांव	वेरा	
		संकेत क्रमांक	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित	स्वरूप				क्षेत्र
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
२००३									हे. आ.	हे. आ.		हे. आ.			
२००४															

(असल बरहुकूम नकल)

दिनांक २०/११/२००३

तलाठी सजा नारिंगी,
तहसील - वसई, जि. वसई.



वसई-२
२६/११/२००३
३५/१३

No. 10111/11-1-56
Office of the Front Officer,
Bhikandi Prant, Thane.
Date 4-1-56.

Grant of L.L. permission under section 65 of Land Revenue Code

- 1) Application from Shri. Parmanand Manlal Shaha of Village town dated 10-11-55 for grant of L.L. permission
- 2) Cash papers including with the Mowladav Bassein's No-NAP-38 dated 14-1-56
- 3)

Order

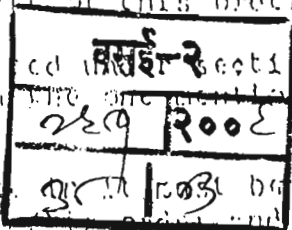
In exercise of the powers vested in him under section 65 read with section 87 of Land Revenue Code, the Deputy Officer P.O.P. Thane is hereby pleased to grant permission to Shri. Parmanand Manlal Shaha to convert this agricultural land of S.No. 65 of village, Taluke, Bassein for residential/religious purposes only, subject to the relevant provisions of the Land Revenue Code and of the Rules framed thereunder and of the B.T. and L.L. Act. The applicant will pay from the date of commencement of L.L. use a revised assessment on the land measuring 2895-24 Sq. Yds. under section 48 of Land Revenue Code at the rate of Rs. 40/100 per year. The applicant will have to pay Rs. 65/- 25 pps which is approved upto Rs. 65/- 65. The area and assessment mentioned above will be liable to alteration in accordance with the survey corrections issued by the Survey department.

Approval is hereby given to the construction of building in accordance with the sanctioned plan attached herewith. The applicant is advised to carefully note the margin spaces and the distances from the roads and strictly conform to the approval plan in every respect. He shall not make any addition or alteration to the structure, as approved now, without prior approval of the P.O.P. Thane. The applicant shall not violate any building regulations prescribed for this district and will take particular care to maintain the surroundings clean and orderly. The privy shall be inconspicuous to the neighbour and screened from public view, and it shall not be within 35 feet from a well similarly no cesspit shall be kept in a residential building. In case the use of the land causes a public nuisance or creates atmosphere injurious to public health, the applicant will be liable to any of the penalties mentioned hereafter.

The plot holder shall provide a suitable access to the plot within a period of six months from the date of this order.

The plot holder is specifically prohibited from erecting any structure on the land to which this permission is granted.

The erection of the structure must be completed within a period of three years. If the L.L. use does not commence within six months the L.L. permission shall be deemed to have expired. The applicant shall be liable to the P.O.P. Thane for extension of period before the expiry of six months and the P.O.P. Thane is authorized to take such action as may be deemed fit.



The construction of the building on the land must be completed in three years. In the areas where there is a town planning scheme the period is reduced to one year. Provided the time period is extended by P.O.S.P. There on an application by the occupant.

The land will be regarded as agricultural till it is used for any agricultural purpose permitted above, and any sale, lease, exchange or transfer till then will be invalid under section 10 of the Transfer Act, in areas where that act applied. In addition, the occupant will also be liable to the imposition of any penalty or to the grant of N.A. permission for breach of conditions.

Enacted in Form 'A' of 'A.M.' in confirmation of the provisions of the above conditions shall be executed by the occupant within a month from the date of commencement of N.A. use.

If the applicant contravene any of the foregoing conditions the B.O.S.P. There may without prejudice to any other provisions which the applicant may be liable under the provisions of the Code, continue the said plot in the occupation of the applicant. Payment of such fine and/or assessment as he may direct.

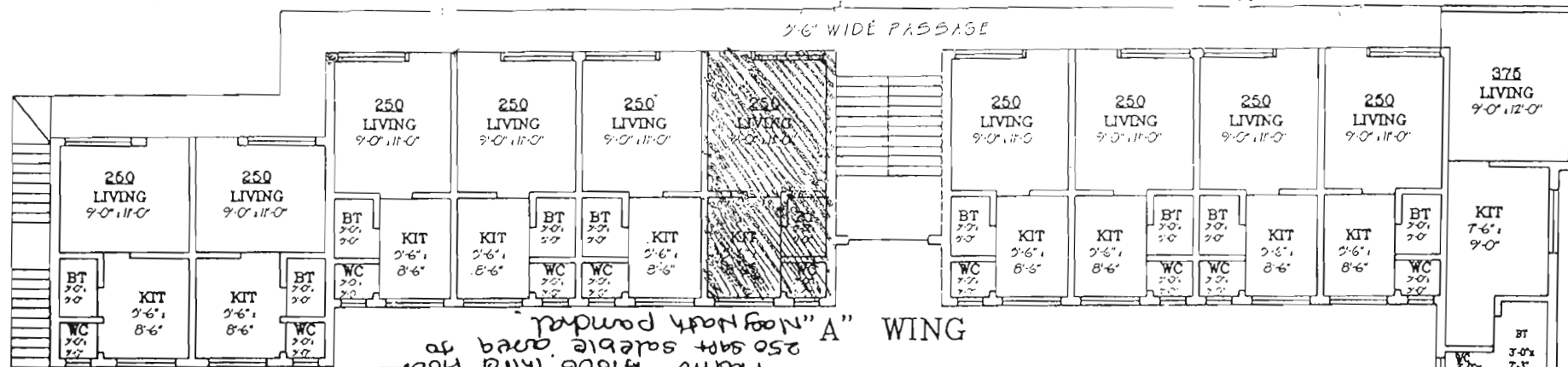
Notwithstanding anything contained in para above, the B.O.S.P. may be lawfully for the B.O.S.P. to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the B.O.S.P. and on such removal or alteration not being carried out within the prescribed period, he may cause the same to be carried out and recover the cost of carrying out the same from the applicant or in error of the Land Revenue.

The occupant may note that the permission granted by this does not exempt him from obtaining such permission as he may be required to give before the commencement of N.A. use under the Town Planning Act or Municipal Act or Village Panchayats Act or the Bombay Highway Act 1950 or the National Highway Act 1956.

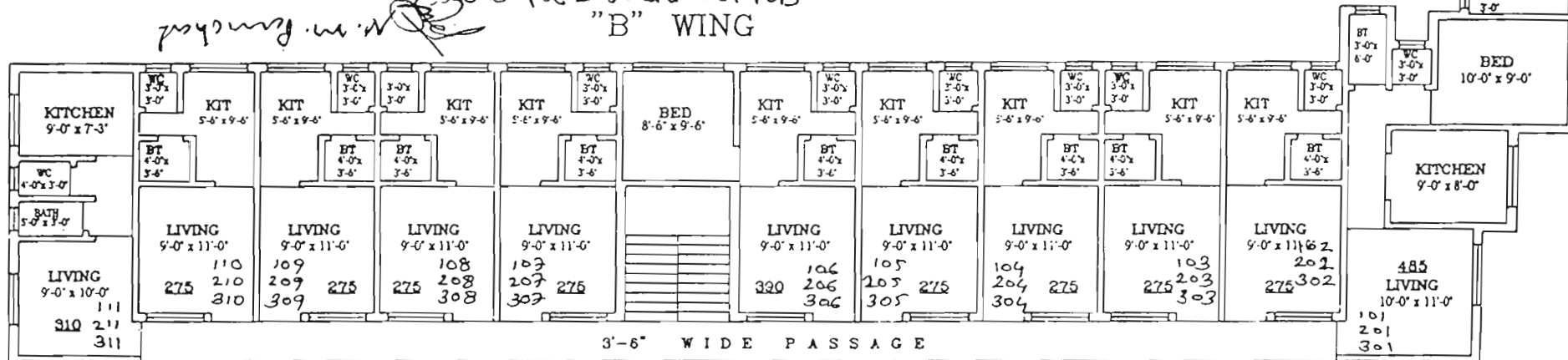
SR / A.M.
Prant Officer
Dhivapoli Prant, There.

वर्ग-२	
२२९	२००३
३८	६३





Handwritten: "A" WING
 250 PART SALEABLE AREA - 3RD FLOOR
 as per approved
 N.M. Bunchal



TYPICAL FLOOR PLAN

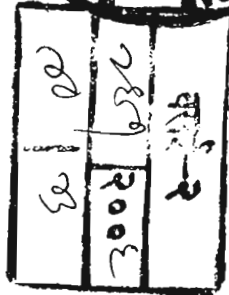
BUILDER'S & DEVELOPER'S

M/s. JIVDANI CONSTRUCTIONS

Site :
 KAPOL NIWAS,
 BEHIND YUGGA FACTORY,
 VIRAR (East).

Office :
 3rd FLOOR, THAKUR ARCADE,
 NEAR Rly. STATION
 VIRAR (West).

Handwritten: Plan of Residential Building on N.A. Plot Bearing
 S.No-65, H.NO-12, at Village:- Naringi,
 Tal:-Vasai, Dist:-Thane.
 For:-KAPOL NIWAS.



$12 \text{ m} \times 12 \text{ m} = 144 \text{ sqm}$
 $5 \text{ m} \times 12 \text{ m} = 60 \text{ sqm}$

TOTAL DEDUCTION 590.750 SQ FT

AREA = DEDUCTION + BUILT UP AREA

2674.875 SQ FT - 590.750 SQ FT

2674.875 SQ FT.

TYPE D.S.

LENGTH 100 FT



(Signature)
 District Surveyor, Vasai

मालिका याचिका क्र. 23/1/2022
 मालिका याचिका क्र. 23/1/2022
 मालिका याचिका क्र. 23/1/2022



52-1-23
 2005
 485-2

NOTE: THE PLAN PREPARED BY MR. DWHEEL...
 DEPOSED RESIDENTIAL BUILDING ON N.A. PLOT
 OF SINGH, H. NO. 12 AT VILAGE - NAFANG
 TAL - VASAI, DIST - THANE

H. D. MISHRA
 REED...

FOR: KAPOLE SURENDRA TRUST

29/03/2006

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वसई 2

दस्त क्र 2681/2006

४२/४३

दस्त क्रमांक : 2681/2006

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाव: मे जिवदानी कन्स्ट्रक्शन तर्फे मागीदार श्री आल्हाद
सामंत - -
पत्ता: घर/फ्लॅट नं: 10
गल्ली/रस्ता: तिसरा मजला
ईमारतीचे नाव: ठाकुर आर्केड
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: विरार प
तालुका:

लिहून देणार

वय 35

सही



2

नाव: श्री नागनाथ मारुती पाचाळ - -
पत्ता: घर/फ्लॅट नं: बाबा नगर
गल्ली/रस्ता: बी/9
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: नालासोपारा
तालुका: वसई
पिन: -
पॅन नम्बर: -

लिहून घेणार

वय 24

सही



N. M. Kanchub





दस्त गोषवारा भाग - 2

वसई 2

दस्त क्रमांक (2681/2006)

83/83

दस्त क्र. [वसई-2681-2006] चा गोषवारा
बाजार मुल्य : 202500 मोबदला 200000 मरलेले मुद्रांक शुल्क : 3200

पावती क्र.: 2681 दिनांक: 29/03/2006

पावतीचे वर्णन

नांव: श्री नागनाथ मारुती पाचाळ - -

दस्त हजर केल्याचा दिनांक : 29/03/2006 03:28 PM

निष्पादनाचा दिनांक : 29/03/2006

दस्त हजर करणा-याची सही :

N. M. Burchal

2040 : नोंदणी फी

860 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्का

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

2900: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/03/2006 03:28 PM

शिकका क्र. 2 ची वेळ : (फी) 29/03/2006 03:30 PM

शिकका क्र. 3 ची वेळ : (कबुली) 29/03/2006 03:31 PM

शिकका क्र. 4 ची वेळ : (ओळख) 29/03/2006 03:31 PM

दु. निबंधकाची सही, वसई 2

ओळख :

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

1) कु प्रियंका सावंत- - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: विरार

तालुका: -

पिन: -

2) श्री आनंद गुप्ता- - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: विरार

तालुका: -

पिन: -



दु. निबंधकाची सही
वसई 2



पुस्तक क्रमांक एक वे.....
९६९..... क्रमांकावर नोंदले.

दुय्यम निबंधक, वर्ग-२

परपेठ २२ मार्च ३ एन २००६

प्रमाणित करण्यांत येते की वरील
दस्तावेज शुध्द आहे पाने आहेत.

दुय्यम निबंधक, वर्ग-२,
वसई-२.

Magnett Pached

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