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दिनोक 12/07/2002

त्रतऐवजाचा अनुक्रमांक

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रता ऐवजावा प्रकार

करारनामा

दर करणाराचे नाव

श्री.दीपक जयाराम वंलोसे

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इस (अ. 11(1)), पृष्टांकताची नक्कल (आ. 11(2)),

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(वि. नि. नमुना क. १) (15n. R. Form No. 1) Gen 113 mc. [अहस्तांतरणीय] मूळ प्रत [NON TRANSFERABLE] शासनास क्रेंबेल्या प्रवानाची पावती RECEPT FOR PAYMENT TO GOVERNMENT (सही Signature) (पदनाम/Designation) Cashier or Accountant

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Na Day of 34, 200 g M/s.PRATHAMESH CONSTRUCTIONS, a Proprietary (concern, having its Office at Indira Smruti, Opp.Parsi Agyari, Agyari Lane, Jambhli Naka, Thane (W) 400601, through its Proprietor SHRI.DATTATRAYA YASHWANT BHAKARE, hereinafter for brevity's sake called and referred to the "PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed, to mean and include his heirs, executors, administrators and permitted assigns) of the One Part;

As. Four Thousand Five Hundred Fourty Only M. Dr.

2002

And

having audress at E/1/10 peps Acos soly.

M/s. / Ms. /Mr. Deepall. J. Belose.

having audress at E/1/10 peps Acos soly.

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hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) of the Other Part;

WHEREAS (a) Shri Nandakumar Vasaudeo Sawant, (b) Shri Shivram (Datta) Vasudeo Samant, and (c) Smt Shakuntala Narayan Samant, Shri Suhash Narayan Samant, Shri Milind Narayan Samant & Shri 'akarand Narayan Samant, (hereinafter referred to as the "Original Owners"), prior to the acquisition of the lands by the Special land Acquisition Officer, Metro Center (I), Thane, for development and utilisation of the land in Trans-Thane Creek Area for Industrial, Commercial and Residential purposes, were absolutely appropriately possessed of or otherwise well and sufficiently third logisticity agricultural land at Village Dive.

AND WHEREAS the City industrial Development Corporation (hereinafter referred to as the "CIDCO") incorporated under the Companies Act, and declared as the New Development Authority for the area of New Town of Navi Mumbai, by the Government of Maharashtra in exercise of its power under Section (1) and (3A) of Section 113 of the Maharashtra Regional Town Planning Act, 1956, has acquired the lands of the said Original Owners through State of Maharashtra for the purpose of development of Township on Thane Belapur Road;

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AND WHEREAS the government of Maharashtra took the vide Urban Development Department, Government Resolution No.LQN/1985/1710CR-21..187/NAVI/10 dated 6th March 1990, and subsequent Government Decision vide No.CID/1094/2094/PK. 287/NAVI/10 DATED 28th October, 1994, to grant 12.5% of the land under Gaothan Expansion Scheme in lieu of the land acquired for the Navi Mumbai City Project to the Said Original Owners for Residential and Commercial purposes.

AND WHEREAS pursuant to the said Government Decisic referred to above and in response to the Applications of the said Original Owners, the City & Industrial Development Corporation of Maharashtra Ltd., by its three respective Allotment letters all dated 27th July, 2000, decided to allot three plots of land to the said Original Owners respectively, viz; a plot bearing No.45, admeasuring 1550 sq.mtrs; Plot No.44, admeasuring 1550 square meters and Plot No.46, admeasuring 1550 square meters, all at Sector 8A, of Dive, Airoli, Navi Municiai, more particularly described in the Schedule I hereinaster appearing at or for the price and on the terms and conditions contained in the said allotment letters dated 27th July, 2000.

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AND WHEREAS pursuant to the said allotment puts the Original Owners were required to pay the premium and also charges for water source development and other miscellaneous charges as mentioned in the said allotment letters and the said chares are paid by the said Original Owners in stipulated time and as a result of which the said Original Owners become entitled for the agreements to lease and the possession of the said plots of land.

AND WHEREAS by three respective Agreements to lease registered with the Office of the Sub-Registrar of Assurances, Thane-III all on

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between the CIDCO therein called the Corporation of the One part and the said Original Owners herein, therein called the Licensees of the Other Part, whereby the CIDCO consented to grant to the said Original Owners. a lease of all those pieces of parcels of land bearing Plot No.45, 44 and 46, all in Sector 8A, at Dive, Airoli, Navi Mumbai, and each admeasuring 1550 sq.mtrs. for the purpose of constructing a building or building for residential and commercial use for a period of 60 years and on the other terms and conditions contained in the said respective Lease Agreements;

Simultaneously with the execution of the said Agreements, the CIDCO put the said Original Owners in vacant and peaceful possession of the said Plots of land.

Simply and the Said Plots of Land allotted to them are also adjacent to each other and hence, the Said Original Owners had evolved a scheme of development of and construction on the Said Plots of Land and hence, had applied to the CIDCO for amalgamation of the said Plot No.44, 45 and 46 with a view to constructing the buildings on the said Plots by amalgamating the same;

AND WHEREAS the Chief Officer, Land and Survey CDCO, vide his Letter dated CIDCO/Bhumi-8/12.5% Scheme/Dive/85/2000 Hated at 21.12.2000 did grant the permission to the said owners to amatgamate the said Plot Nos.44, 45 and 46 and construct buildings thereon by amatgamating the same;

AND WHEREAS the Said Original Owners also applied for the requisite Certificate from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 and the said authority under

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the Urban Land (Ceiling and Regulation) Act, 1976, vide its rospective 87 Crders U.L.C./TA-T-1/Dive/SR-112 dated 08.01.2001; U.L.C./TA-T-1/Dive/SR-111 dated 08.01.2001; and U.L.C./TA-T-1/Dive/SR-112 dated 08.01.2001, granted the requisite Certificate under the provisions of Urban Land (Ceiling and Regulation) Act, 1976;

AND WHEREAS, said Original Owners were required to get the development pian duly approved and sanctioned within a period of 6 months from the date of agreement to Lease and complete the development work within a period of four years from the date of Agreement to Lease.

AND WHEREAS the said Original Owners, thereafter, applied to the local authority viz. Navi Municipal Corporation for sanctioning of the Plans and specifications of the building/s proposed to be constructed on the Said Plots;

AND WHEREAS the local authority viz.Navi Mumbai Municipal Corporation, vide V.P.No.1251/2000 dated 12.02.2001, did sanction the plans and specifications of the proposed building over the said Plots and issued the Commencement Certificate dated 12.02.2001

AND WHEREAS vide the Government Resolution NO CID-1095/675/C.R.-86/95 NAVI-10 dated 29.09.1998 the said Original Owners have been given the 19th and authority to sub-lease, transfer and/or assign the rights of the said Lease Assegnant to any third person/s;

AND WHEREAS the Said Original Owners, however, lacked the requisite finance and technical know-how to carry out and complete the development of and construction on the said Plots, within the time so

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grant the rights of development of and construction on the Said Plots;

AND WHEREAS after due negotiations and deliberations, the Promoter did accept the offer of the Said Original Owners for getting assigned the rights of development of and construction on the Said Plots, as per the plans and specifications so sanctioned by the local authority viz. Navi Mumbai Municipal Corporation;

AND WHEREAS by and under three respective Agreement for Assignment Cum Sale all dated 26.04,2001, executed by the said Original Owners, in favour of the Promoters herein (therein referred to as the Promoter), the Original Owners did grant and assign the rights of development of and construction on the said Plots, unto and to and in favour of the Promoter herein, on the terms and conditions and for the consideration more specifically mentioned therein;

AND WHEREAS pursuant to the said Developments Agreement dated 26.04.2001, the said Original Owners executed three respective Irrevocable General Power of Attorneys all dated 26.04.2001, in favour of the said Promoter herein, thereby authorising and empowering the Promoter herein to carry out development and construction of/on the said Property and to sell and dispose off the flats and premises of the proposed building to be constructed on the said Plots;

peaceful possession of the said plots of lands more parameters of the Variant and described in the Schedule hereunder written to the romonomherein to a enable him to carry out, execute and complete the Development work on the said plots of land in accordance with the plans and specifications so approved & sanctioned by the Navi Mumbai Municipal Corporation.

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the Power or Attorneys the Promoter is seized ands possessed of or otherwise well and sufficiently entitled to the Said Plots and more particularly described in the Schedule hereunder written;

AND WHEREAS pursuant to the said Development Plan and the Commencement Certificate vide No.NMMC/TPO/BP/575, dated 12.02.2001 the Promoter as commenced the construction work of the buildings, which buildings are proposed to be known as SHREE GURUDATTA COMPLEX.

AND WHEREAS the purchaser was in a search of suitable residential accommodation in the vicinity of Navi Mumbai area and upon knowledge of the aforesaid intention of the Promoter herein, approached the Promoter and applied for allotment of a residential / commercial premises being Flat / Shop / Gala / Terrace Flat / Car Parking Space / Open Terrace / Garage / Stilt / Commercial Unit / Mezzanine Unit bearing No. 7-63 admeasuring 395 sq.it. saleable (Built-up) area on the 2-70/Floor of Wing of the Said SHREE GURUDATTA COMPLEX, being constructed on the Said Plots of Lands more particularly described in the Schedule I hereunder written, for valuable consideration.

Promoter has agreed to sell and transfer the aforesaid premises, to the purchaser, at and for the total consideration of the said premises and the Purchaser agreed to purchase and acount the said premises from the Promoter, for the aforesaid consideration the said premises and as per the prevailing market rate.

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AND WHEREAS by executing this Agreement the Hufthisen has/have accorded his/her/their consent as required under section 920102 MAHARASHTRA OWNERSHIP FLATS (Regulations of Promotion of construction, Sale, Management and Transfer) Act, 1963, whereby the Promoter will be; entitled to mortgage or create charge on any flat which is not hereby agreed to be sold by the Promoter and continue to be the property of the Promoter;

AND WHEREAS by executing this Agreement the Purchaser/s has/have accorded his /her/their consent whereby the Promoter will be entitled to make such alterations in the structures in respect of the said premises agreed to be purchased/acquired by the Purchaser/s in the said complex as may be necessary and expedient in the opinion of their Architect/Engineer provided that such alterations/modifications are approved by the N.M.M.C./Planning Authority,

AND WHEREAS the Promoter expects to complete the construction of the said new buildings on the said land by _____ or by such further date as may be necessary in the event of any unforeseen circumstances beyond the control of the Promoter;

AND WHEREAS Purchaser relying upon the said offer and declaration, has agreed to purchase and acquire the said Premises from the Promoter, at the price and on the terms and conditions hereinaster appearing.

AND WHEREAS the Promoter has given inspection documents and the Purchaser has taken full free and inspection of the same:-

Allotment letters issued by CIDCO to the said Original Oyener

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Owners allotting Plots of land more particularly described in two?

iii. Possession Receipts issued by the CIDCO;

iv. Set of plans approved by N.M.M.C. sanctioning the plans in respect of the said Plots of Lands;

V. Commencement Certificate issued by the Navi Mumbai Municipal Corporation;

vi. Copy of specifications

vii. Title Certificates issued by Advocate Shri.J.D.Paithankar of Navi Mumbai;

viii. All other deeds and documents relating to the title of the said.

Original owners to the Said Plots o. land.

AND WHEREAS the Promoter is entering into separate Agreements in a form similar to this Agreement with such changes and/or alterations as Promoter deem fit with several other persons and parties who may agree to take up and acquire flat or other premises in the said buildings on Ownership basis on the same terms and conditions as are contained herein except and subject to such modifications as may be necessary or considered desirable or proper by the Promoter.

AND WHEREAS the Purchaser/s has/have examined approved floor plan of the building, the nature and quality of construction and fittings. fixtures, facilities and amenities provided or to be provided thereto as per the general specifications.

NOW THIS INDENTURE WITNESSETH AND TOLER AGREED ABY AND BETWEEN THE PARTIES HER FOLLOWS;

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RECEIPT

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payment of consideration, in respect of the sale of the said Premises.
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FOR PRATHAMESH CONSTRUCTION

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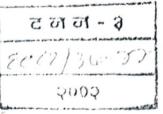
WITNESSES

PROPRIETOR PROMOTER

2. m12/204



ANNEXURE "A" LIST OF AMENITIES



- R.C.C. frame structure with internal and external brick / 1. concerete block walls.
- External sand-faced plaster with cement paint. 2.
- Internal Neeru Finished Plastering. 3.
- All Salwood door frame with flush door, and W.C. and bath with 4. sintex door.
- Aluminium Sliding Window for all rooms. 5.
- Louvered Glass windows for W.C. and Bath. 6.
- White Mosaic Flooring of passage living, bed rooms. 7.
- Kota/ Tandoor Flooring in Kitchen. 8.
- Kota/ Tandoor flooring in Bathroom. 9.
- Glazed Tiles dado upto door level (approx.6 ft.) height in 10. bathroom.
- W.C with glazed tiles flooring and dado upto window level. 11.
- Marble Kitchen Platform with glazed tiles upto 3'0" above 12. platform.
- Decorative main door with safety chain, peep hole and night 13. latch.
- One Wash Basin per flat. 14.
- Concealed plumbing in bathroom and W.C. 15.
- I oft above bathroom. 16.
- Concealed electrical fittings. 17.
- Watchamn's Cabins 18.
- Concealed telephone and cable point in every flat. 19.
- Compound wall will Iron Gate. 20.

AMENITIES FOR THE SHOP

- Flooring of Kota Stone 1.
- Front Door Rolling Shutter 2.
- Concealed wiring. 3.
- Common Toilet 4.

hities N.B.: The Developers reserve the right. mentioned in this list, without any prior office

NAVI MUMBAI MUNICIPAL CORPORATION COMMENCEMENT CERTIFICATE NONMMETTPO BPI 575

Permission is hereby granted under Section 45(1) (iii) of the Maharashtra Regional & Town Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949 Shri Shivram V. Samant & Others (5), Plot No.44, 45 & 46, Sector-8A, Dive, GES, Airoli, Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Building.

Total Built Up Area= R-6242.83 m2 + C-645.51 m2 = 6888.34 m2 F.S.I. = 1.50

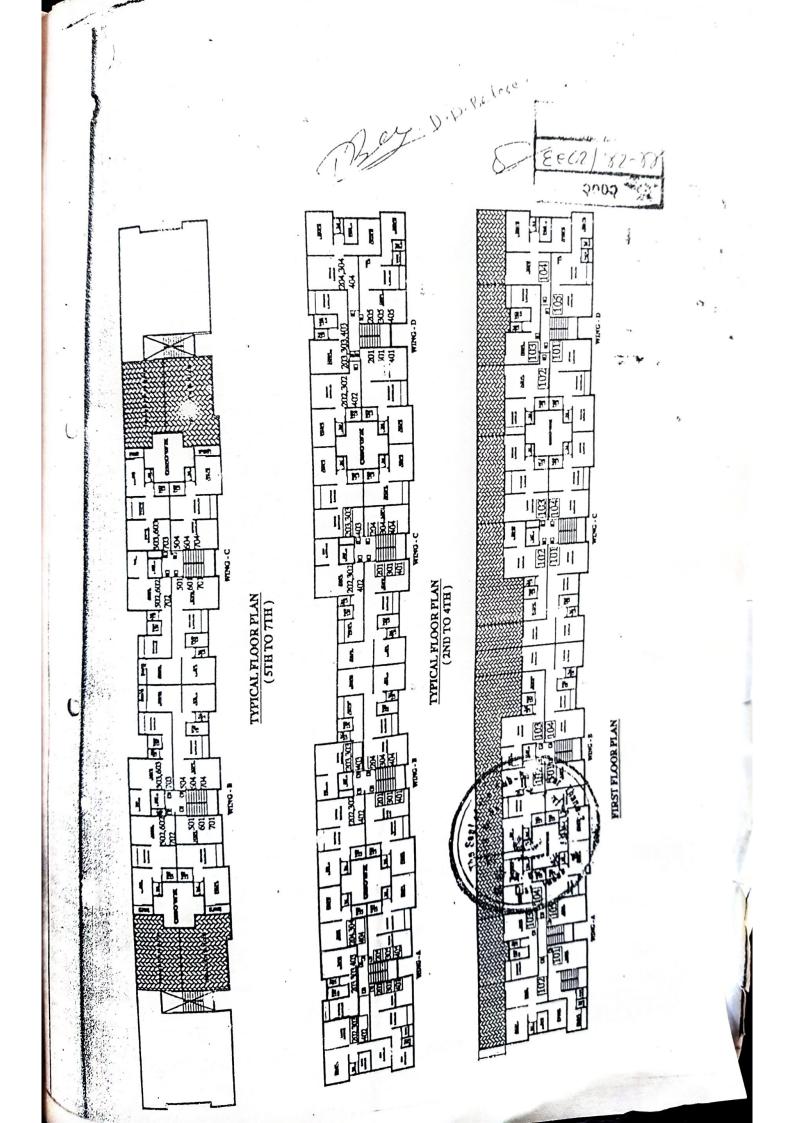
- The Certificate is liable to be revoked by the Corporation if:
 - a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened.
 - c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and /or any person deriving title through or under him, in such and event thall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

2) THE APPLICANT SHALL:

- a) Give a notice to the Corporation on completion upto plinth level and 7 days before the commencement of the further work.
- b) Give written notice to the Municipal Corporation regarding combletion of work.
- c) Obtain an Occupancy Certificate from the Municipal Corporation
- Allow the Officers of the Municipal Corporation to enter the building or promises which the permission has been granted at any time for the purpose of an forting the Building control Regulations and conditions of this Certificate

The structural design, building materials, plumbing services, the protection, electrical installation etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code amended from time to time by the Indian Standard institutions.

- The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provision of Section M. R. & T. P. Act, 1966. This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent applicant for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966. The condition of this Certificate shall be binding not only on the Applicant but also
 - its successors and every person deriving title through or under them.



गहर व औद्योगिक विकास नहासंडळ [महाराष्ट्र] मर्वादित.

सिडको भवन, भूमि विभाग, पहिला मजला, जि.की. हो., वेलाप्र, नवी मुंबई, ४००६१४. दिनाक :

ताचे गावती.

मा मुख्य भूमि व भूमापन अधिकारी, सिडको पांचेकडील देवकप्रक्र--

ता. ठाण जि. ठाण नवी मुंबई येथील १२. 4 टक्के पानन अभि नित्राहरण हैं स्थान शिक्त वर्णना पानन योग स्थान आलेल्या खालील वर्णनाच्या भ्यंडाचा ताबा या भ्यंडाच्या अनुमंगाने देल्या करारनाम्यातील सर्व अटी व शर्तीस अधिन राह्न तसेच १२. ५ टक्के सोजनेच्या सर्व अटीचे आणि वेळवेळी करण्यांत मेणा-या नियमाचे पालन योजनेच्या सर्व अटीचे आणि वेळवेळी करण्यांत मेणा-या नियमाचे पालन योजनेच्या सर्व अटीचे आणि वेळवेळी करण्यांत मेणा-या नियमाचे पालन योजनेच्या सर्व अटीचे आणि वेळवेळी करण्यांत मेणा-या नियमाचे पालन योजनेच्या सर्व अटीचे आणि वेळवेळी करण्यांत मेणा-या नियमाचे पालन करण्याच्या शर्तीवर खाली नम्द केलेल्या भ्यंडाचे हिकाण चतुः सिमा व क्षेत्रफूळ करण्याच्या शर्तीवर खाली नम्द केलेल्या भ्यंडाचे हिकाण चतुः सिमा व क्षेत्रफूळ करण्याच्या शर्तीवर खाली नम्द केलेल्या भ्यंडाचे हिकाण चतुः सिमा व क्षेत्रफ्ळ करण्याच्या शर्तीवर खाली नम्द केलेल्या भ्यंडाचे हिकाण चतुः सिमा व क्षेत्रफ्ळ करण्याच्या शर्तीवर प्राचेवले व सदर भ्यंडाचा ताबा घेतला. ताब्याबाबत कोणत्याही प्रशासी तकार नाही.

भ्वंडाचा तपशिल.

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ही ताबेपावती दिनांक. 36 L 2000 रोजी लिह्न दिली.

तादा घेणार

Austi. Landa & Currey Cifficer, Currey

N.V.Sanat

दस्त गोषवारा भाग-1

6982/2002

क्षा प्रशाद : Agreement

🐧 प्रक्रकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

के रीव्य जवाराम बेलोस

Executant

्रिक्ट प्रमेश्वर सोसायटी, गा.फुले रोड, गुल्ड गुंबई सही



क्षान राज्य देपक बेलीसे

Executant

्रा इमेक्र सोसायटी, मा.फुले रोड, मुल्ड मार्च सही 💍 💍 🤼 🕌





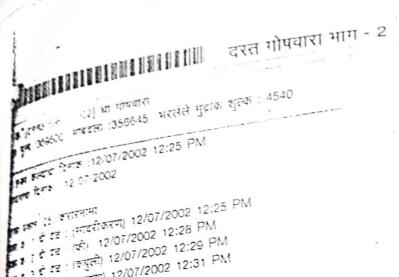
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भाद सासावटी घरई ठाणे (प.)

Executor







12/07/2002 12:29 PM

্রের (খারন্ত) 12/07/2002 12:31 PM

क्रिक रिनाक : 12/07/2002 12:31 PM

करतात.

का हम अने निवंदीत करतात की, ते दस्तएंवज करून देणा ंना व्यक्तीशः ओळखतात, व

कार नहीं ,सी-6 / 3 / 3 सेक्टर 10 ओमकार सोसायटी, ऐरोली

कारा तन्द्र कदम ,मुलुंड मुंबई

5005



पावती फ.:5103 पायतीचे वर्णन गांव: श्री.धीपक जयाराम वलास

:नोदणी फी :नपकल (अ. 11(1)), पृष्टाकनाची नेताल 3600 :नोंदणी फी रुजयात (अ. 12) रा छायाचित्रण (अ. 13)ई / एकत्रित फी

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this Agreement and also bear and pay his/her/their proport contribution toward Stamp Duty and Registration Charges That may have to be paid in respect of the Lease Deed/Deed of Assignment to be executed by CIDCO in favor of the proposed Co-operative society or limited company or any other Corporate. Body as may be formed by the purchaser/s herein and other Purchaser/s of the Premises in the said building. In case, CIDCO shall execute the Leane Deed in favour of the Promotor, then the said Promoter shall execute the Deed of Assignment in favour of the Society/Limited Company or any other Corporate Body as aforesaid. In that event the Purchaser/s shall also be liable to pay the Proportionate stamp duty and registration charges in respect of both the Lease Deed and the Deed of Assignment/Transfer.

The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said 48. building. The Promoter shall, however, bear and pay the Yunicipal Taxes and the dues of CIDCO/NMMC for the same.

THE SCHEDULE -A HEREINBEFORE REFERRED TO:

ALL THAT piece or parcels of Land bearing Plot No.44, 45 and 46, each admeasuring 1550 square meters, Sector 8-A, Village Dive, Navi Mumbai, or thereabout and respectively bounded as follows:

Plot No.44

15 M Wide Road

On or towards the North

Plot No.43

On or towards the South

Plot No.45

On or towards the East

20 M Wide Road

On or towards the West

D.S. Belose.