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(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

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[NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती

RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... M.E. दिनांक/Date..... 20/2/07
..... यांच्याकडून/

Received from..... Sanyakant Kamarkar.....

रु./Rs..... 687507/- (रुपये/Rupess. सित्य. के. ग. ल.)

on account of..... 207, Mowad Sam
687507/- Mundur Sam

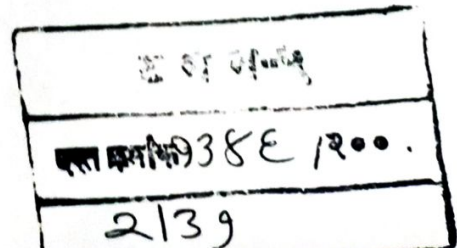
रोखपाल वा लेखापाल

Cashier or Accountant.

सही (Signature)

Proper Officer (Designation)

Sub Registrar Thane-2



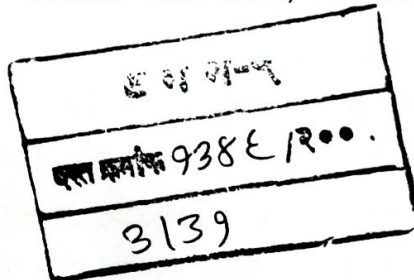


AGREEMENT FOR SALE

Shri K. Jayaraman
K. Jayaraman
Karank

THIS AGREEMENT FOR SALE is made and entered into at Thane, on this 23rd day of **February 2004** between **MR. K. JAYARAMAN & MRS. VASANTHI JAYARAMAN** both resident of **FLAT NO.909 IN BRINDABAN - 2B, POONAM NAGAR, ANDHERI (EAST), MUMBAI - 400093**, hereinafter referred to as the **"TRANSFERORS"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the **ONE PART:**

PERMANENT ACCOUNT NO: ACVPJ1156D



AND

Shri K. Jayaraman
K. Jayaraman
Karank

MR. SURYAKANT KARMAKAR, S/O. MR. RADHIKAPRASAD KARMAKAR, Ages **31** Years, Indian Inhabitants, residing at **FLAT NO. 101 IN BUILDING NO. 2, GARDEN ESTATE SAPPHIRE CO-OPERATIVE HOUSING SOCIETY LIMITED, GLADY ALWARIS ROAD, THANE - 400601** hereinafter referred to as the **"TRANSFEREES"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART.**

PERMANENT ACCOUNT NO: ALAPK4563F

Rs - Sixty eight thousand seven hundred & fifty only
G.M.64

Shri K. Jayaraman
K. Jayaraman
Karank

AAA
Proper Officer
Sub Registrar Thane-2



SUB-REGISTRAR
THANE - 2
MAHARASHTRA
INDIA
STAMP DUTY
REGISTRATION NO. 9068750
PB 1027
125004
FEB 26 2004

Rs - 68750/-

WHEREAS by an Agreement for sale dated **6th October, 1994** made between M/s Santacruz Contractors & Builders Private Limited formerly named as M/s. Wescon Contractors and Builders Private Limited, a Company incorporated under the Companies Act I of 1956, having its registered office at "Rahejas", 2nd Floor, 61, Swami Vivekanand Road, Khar, Mumbai - 400 052, of the one part {The Said Developers} and the Transferor herein of the Other Part - and the said M/s. Wescon Contractors and Builders Pvt. Ltd., agreed to sell and transfer and the Transferor herein agreed to purchase and acquire **Flat No. 401**, on **4th Floor**, admeasuring **727 Sq. Ft.** Carpet area (Total area inclusive of Balconies) in the Building **No.5**, situated at Garden Estate, Chitalsar Manpada, Thane (West), hereinafter referred to the "**SAID FLAT**" together with permanent and absolute right of use and occupation of the said Flat.

AND WHEREAS the Transferor had in terms of the said Agreement for Sale paid the entire consideration to the said M/s. Wescon Contractors & Builders Pvt. Ltd., the original name since changed to M/s. Santacruz Contractors & Builders Pvt. Ltd., the Company registered under the Companies Act, 1956 on 03.02.1994, having it's office at 12 Dwarka Building, 57 Tagore Road, Santacruz (West), Mumbai - 400 054.

AND WHEREAS the Transferor is the registered member of the **GARDEN ESTATE RUBY CO-OPERATIVE HOUSING SOCIETY LIMITED., Garden Estate, Chitalsar Manpada, Thane (w)**, (the Society registered under the Maharashtra Co-operative Societies Act.) is owning, holding share bearing Share Certificate No **41**, and distinctive Nos. **201 to 205**, respectively (both inclusive) dated **15th March 1998** and is in exclusive possession, occupation and enjoyment of and otherwise well and sufficiently entitled to the said Flat No.**401**, on **4th Floor**, in Building **No.5**, and more particularly described in the Schedule hereunder written for the sake of brevity hereinafter called the Said "**FLAT**".

AND WHEREAS the said society is a society registered under Maharashtra Society Act, 1960, having its Registration No. **TNA / (TNA) HSG/TC / 9256** dated **30/09/97**, and whereas the society shall confirm the sale of the flat in favour of the Transferors and the society shall admit the Transferors as member of the said Society in respect of the Flat No. **401**, on **4th Floor**, in Building **No.5**, of the Society.

AND WHEREAS the Transferors are desirous of disposing of the said Flat No.**401**, on **4th Floor**, in the said building on ownership basis to the Transferees who are in need of it.

Shri. L. Jayaraman
Karant



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AND WHEREAS after negotiation between the Transferors and Transferees, the Transferors has agreed to sell and the Transferee have agreed to purchase the said Flat with all the Transferors interest in the Society including the aforesaid shares for the net price or consideration of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)**, and on the terms and conditions appearing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Transferor shall sell/transfer/assign their Flat No. **401**, on **4th** Floor, admeasuring **727 Sq. Ft. Carpet area (Total area inclusive of Balconies)** in the **Building No.5**, of **GARDEN ESTATE RUBY CO-OPERATIVE HOUSING SOCIETY LTD.**, situated at **Garden Estate, Chitalsar Manpada, Thane (West)**, together with the aforesaid shares Certificate No. **41**, and distinctive Nos. **201 to 205**, dated **15th March 1998**, respectively and all their interest in the Society to the Transferee for the net price or consideration of **Rs.15,00,000/- (Rupees Fifteen Lakhs Only)**.
2. That on or before the execution of this Agreement the Transferee have paid to the Transferors the sum of **Rs.60,000/- (Rupees Sixty Thousand Only)** by Cheque, towards Token Money (the receipt whereof the Transferor doth hereby admit, and acknowledge and of and for the payment of the same and every part thereof doth hereby release and forever discharge the Transferee).
3. The balance consideration of **Rs.14,40,000/- (Rupees Fourteen Lakh Forty Thousand Only)** Shall be paid / payable by the Transferee to the Transferors within ten days from the date of execution of this document by cheque.
4. And Whereas the **Garden Estate Ruby Co-operative Housing Society Ltd** has vide its letter dated **9th February 2004** conveyed its No-Objection for the transfer of the said flat No. **401** in Bldg. No.5 of the said Society to **MR. SURYAKANT KARMAKAR** (The Transferee). A copy of the said letter is attached alongwith this agreement.
5. It is expressly and irrevocably agreed between the parties hereto that immediately on payment of the balance consideration as aforesaid is paid by the Transferees to the Transferor, the Transferor shall deliver to the Transferees



Suryakant Karmakar
S. Suryakant Karmakar

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vacant possession of the said Flat and all the Transferor's interest in the Society including the aforesaid Five shares, by virtue of this Agreement, stand sold/ transferred/ assigned by the Transferor to the Transferees forever. The transferor undertakes to hand over at the time of handing over peaceful possession and on receipt of the entire payment as per this agreement the following documents viz. Original Agreement for Sale dated 6th October 1994, the latest paid society and electricity bill.

6. It is further agreed between the parties hereto that on receipt of the total consideration as aforesaid, the Transferors shall forthwith submit to the Society the instrument of transfer alongwith other required forms, in the prescribed form duly executed by them alongwith the application for membership from the Transferees.
7. The Transferors doth hereby agree and undertake that on receiving the full and final consideration he will have no hold or any right, title, share, use, occupation, enjoyment, possession or any other interest whatsoever in/or over the said flat and the Transferees agree to pay after possession all the charges, duties, taxes, maintenance, costs, and other out-goings, as the Society may demand in respect of or concerned with the said flat. All payments or dues outstanding / accruing for the period prior to the possession as above essentially be paid and cleared by the Transferors whenever such demands are received from the Society or any other authority or other parties whatsoever.
8. It is further agreed by and between the parties hereto that in pursuance of this Agreement and for the consequent transfer of the flat herein above to the Transferee, they shall execute and sign whatsoever documents, affidavits, applications, etc., as may be required to be executed under the law by them for the firm and effective transfer of the said flat to the Transferee to be made hereby.
9. The Transferors solemnly declares that the Flat is absolutely his own property and the same is free from any encumbrances or charges whatsoever that he has power and every right to sell/transfer/assign the same in the way he chooses.
10. The Transferors solemnly declares not to have made any agreement/ commitment with any person(s) bodies creating thereby any right, title, interest of encumbrances whatsoever on the said flat/share and their interest in the



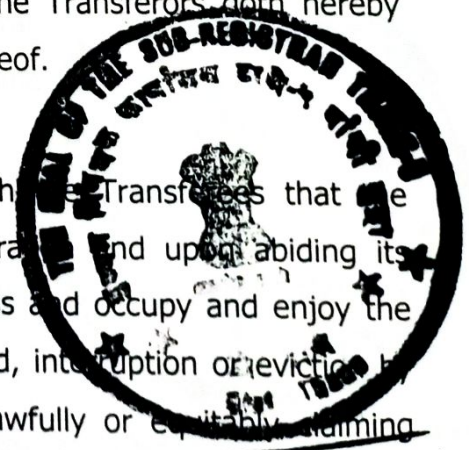
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K. Jayaraman
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Society. The Transferees shall not be liable to pay or compensate any third party involved nor they shall be liable to give up the ownership of the said flat or vacate the same at any time in any eventuality as above.

11. The Transferee binds herself to abide by the rules, regulations and bye-laws of the Society in force at all times. They shall be responsible for the consequences arising out of their failure to do so.
12. The Transferee hereby agree to pay the entire transfer fees (100%) as may be required to be paid to the Society under the Co-operative Societies Law for effecting the transfer of the Flat to the Transferees as intended hereby, and other legal expenses like stamp duty, Registration fees (if any) etc, shall also be borne/ paid by the Transferees exclusively. The Transferors shall fully co-operate with regard to this deal whenever called upon by the Transferee in writing to do so. The Legal fees of their advocates, if any, shall be borne by each party individually.
13. The Transferors doth hereby covenant with the Transferee that the Transferor has paid to the said M/s. Wescon Contractors and Builders Pvt. Ltd., (The original name since changed to M/s. Santacruz Contractors & Builders Pvt. Ltd.,) a company registered under Companies act 1956 on 03.02.1994 having it's office 12, Dwarka Building, 57 Tagore Road, Santacruz (West), Mumbai – 400 054, and /or Society their share of taxes and outgoing upto date in respect of the said flat and that if any amount is due from the Transferors to the said M/s. Santacruz Contractors and Builders Pvt. Ltd., (Company registered under Companies Act. 1956 on 03.02.1994) and / or any other person or persons or authority for share of taxes and outgoing or any amount relating to the said flat the same shall be paid by the Transferors upto the date of possession and if any such amount is recovered from the Transferees relating to the said Flat the same shall be made good by the Transferors to the Transferees and the Transferors doth hereby agree to indemnify the Transferees for payment thereof.
14. The Transferor doth hereby further covenant with the Transferees that the Transferees shall on payment of balance consideration and upon abiding its obligation hereunder, quietly and peacefully possess and occupy and enjoy the said flat without any let, hindrance, denial, demand, interruption or eviction by the Transferor or any other person or persons lawfully or equitably claiming through under or in trust for the Transferor.

[Handwritten Signature]
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15. That the Transferees doth hereby covenant with the Transferors that they shall abide by the rules and regulations and the bye-laws of the said Society on admission as a members thereof and they agrees and undertakes to pay and discharge all calls, demands, contributions, and dues which the said Society may hereinafter make in respect of the said flat.

16. The Transferors agrees and declares that all his rights and benefits under the said agreement belonging to or available to the Transferors to purchase and occupy the said flat will belong to and to be available to the Transferees as if the said Agreement was entered into by and between the said Builder M/s. Santacruz Contractors & Builders Pvt. Ltd. and the Transferees in place of the Transferors as flat purchaser.

17. The Transferors declares that the said Agreement dated **6th October, 1994** is valid and subsisting and they have not assigned, the benefit of the said Agreement to anybody else by way of security of otherwise. The Transferors agrees to sign any document, if required, as and by way of confirmation of this Agreement or of the right of Transferees to purchase the said flat under the terms of the said agreement.

18. The Transferors hereby further covenant with the Transferee that the Transferors shall from time to time and at all times whenever called upon by the Transferee or their advocate or attorneys do and execute or cause to be done and executed all such acts, deeds, and things whatsoever for more perfectly securing the interest of the Transferee in the flat agreed to be hereby sold unto and to the use of the Transferee as shall or may be reasonably required.

19. Save and except as aforesaid all the terms and conditions of the said agreement dated **6th October 1994**, shall be binding on the Transferors as if all the and conditions were bodily incorporated in this Agreement.

20. The Transferors has represented to the Transferee that

- i) They are the absolute owner of the said flat, and no other person has any interest therein.
- ii) That there is no encumbrance on the said flat, he has paid the full price thereof to the Builders who had agreed to sell the said flat.



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SCHEDULE ABOVE REFERRED TO

Flat bearing No.401, on 4th Floor, Admeasuring 727 Sq. Ft. Carpet area (Total area inclusive of Balconies) area in the Building No.5, of GARDEN ESTATE RUBY CO-OPERATIVE HOUSING SOCIETY LIMITED, situated at Garden Estate, Chitalsar, Manpada, Thane (West) of Village – Chitalsar Manpada, bearing survey No.57 (1) (pt), Taluka and District Thane, within the limits of Thane Municipal corporation, and within the Registration District and Sub-District Thane.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED By)

The within named – **TRANSFERORS**)

MR. K. JAYARAMAN &)

MRS. VASANTHI JAYARAMAN)

In the presence of _____)

1) Amey (A - SIVARAMAN)

2) Shikha (S.N-SUNANDENNY)

K. Jayaraman
Shikha

SIGNED, SEALED AND DELIVERED by)

The within named – **TRANSFeree**)

MR. SURYAKANT KARMAKAR)

In presence of _____)

1) Shikha (S.N-SUNANDENNY)

2) Amey (A - Sivaraman)

Suryakant



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- Read: (1) This office order No. ULC/TA/Chitalnar Manpada/SR-7,23,24, & 56. dt. 30-5-1990.
- (2) Approved plan sanctioned by the Commissioner Thane Municipal Corporation vide permit No. VP-89229. TMC/TDD/26 dt. 9-4-1991.
- (3) Application of Shri Madhukar Jems Wadekar P.A. holder Shri R.M. Sharma dt. 18/10/1991.

Order No. ULC/TA/Chitalnar Manpada/SR-7,23,24 & 56.

Date of decision 11/12/1991

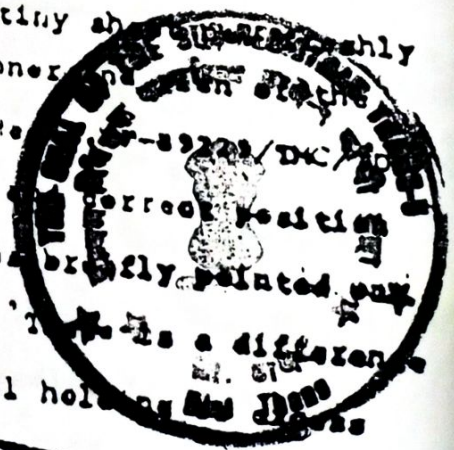
Name of declarant 1) Shri Madhukar Jems Wadekar & others of Chit. Manpada, P.A. holder Shri R.M. Sharma.

ORDER UNDER SECTION 45 OF THE URBAN LAND (CEILING AND REGULATION) ACT, 1976

The declarant Shri Madhukar Jems Wadekar and others of Chitalnar Manpada have pointed out vide application dt. 18/10/1991 the following mistakes in the S(4) order dt. 30-5-1990, issued vide order No. ULC/TA/Chitalnar Manpada/SR-7,23,24, and 56 and requested for correcting it.

On receipt of the application regarding correction the same was referred to City Survey Officer for measurement and verification of total holding. The measurement was got carried out again through City Survey Officer, the extract of V.V. VII/XII measurement plan was perused.

It is verified and ascertained from the record, Revised zoning and scrutiny sheet prepared by Asst. Town Planner Thane Municipal Corporation vide permit No. VP-89229/DTC/26 dt. 9/4/91, that the mistakes pointed out by the declarant, in para one above are correct. There is a difference of 2070-00 sq.mtrs. in the total holding which should be added in the



2/-

revised zoning as shown in para 1 at (b) is correct.

Mistakes pointed out by the declarant for correction

(a)	S.No./ Cut No.	Area shown in S(4) order dt. 19-5-99	Correct area of the Cut No. as pointed out by declarant.	Diff.
	59/30	6000	9530	+ 3530
	59/31	7500	6480	- 1020
	59/32	8000	7560	- 440
				<u>- 1070</u>

(b)	Cut No.	Revised scrutiny sheet		Revised zoning as pointed out by declarant.			
		zone	Area	Read	Area	Read	Area
	59/30	Rasi.	9530	Read	400	Rasi.	9130
	59/31	"-	6480	"-	1215	"-	5265
	59/32	"-	7560	-	-	"-	7560
	57/1	"-	38850	Read	7541-50	"-	28434-50
				H.C.M.T.R	2874-	"-	

Now the area shown in the Read in the new zoning in scrutiny sheet is as under as per A.D.T.P. of Thane Mx Municipal Corporation Thane's No.VP-89229/TMC/TDD/26 dt. 9/4/91.

Village	Cut No.	Total area in sq.mts.	Zoning	Area under Read & open space	User & built up	L.A.	Add. L.A.	Net vac. lan.
1	2	3	4	5	6	7	8	9
Chi. Manpada	57/1	38850-00	R+Rd HCMTR	7541-50) 2874-00)	-	-	-	28434-00
	59/30	9530-00	R+Rd	400-00	-	-	-	9130-00
	59/31	6480-00	"-	1215-00	-	-	-	5265-00
	59/32	7560-00	'R'	-	-	-	-	7560-00
			62420-00		12030-50	-	-	

- The total area shown under Read & open space as per IM development plan vide application dt. 18/10/91
- Area which was previously shown under Read
- Total area under Read

In view of above discussions, Now according to scrutiny sheet; the computation of the holding of declarant shown in S(4)



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order dated 30-5-90 and reproduced below is revised as shown in column 4 as below.

Sr. No.	Total holding	Computation as shown in the S(4) order dated 30-5-90 (to be corrected now)	Revised computation of the holding Area in sq.mtrs.
1	2	3	4
1. Total holding of the declarant	1,25,097-20	1,27,162-20	
<u>Deduct</u>			
2. Area under Road & open space	8,451-85	20,432-35	
3. Water & built up area	2,773-92	2,773-92	
4. Land appurtenant	974-59	974-51	
5. Addl. land appurtenant	2,596-47	2,596-41	
			26,827-11
6. Net vacant land	1,10,300-35	1,00,339-01	
7. Retainable land (2000 x 56)		1,12,000-01	
8. Net surplus land			

The computation shown in column 3 above and shown S(4) order dt. 30-5-90 should be correct as shown in column 4 above.



(D.I. J...)
 Dy. Comm...
 Compete...
 Thane Urban Agglomeration and Peripheral Area
 Sr. Officer

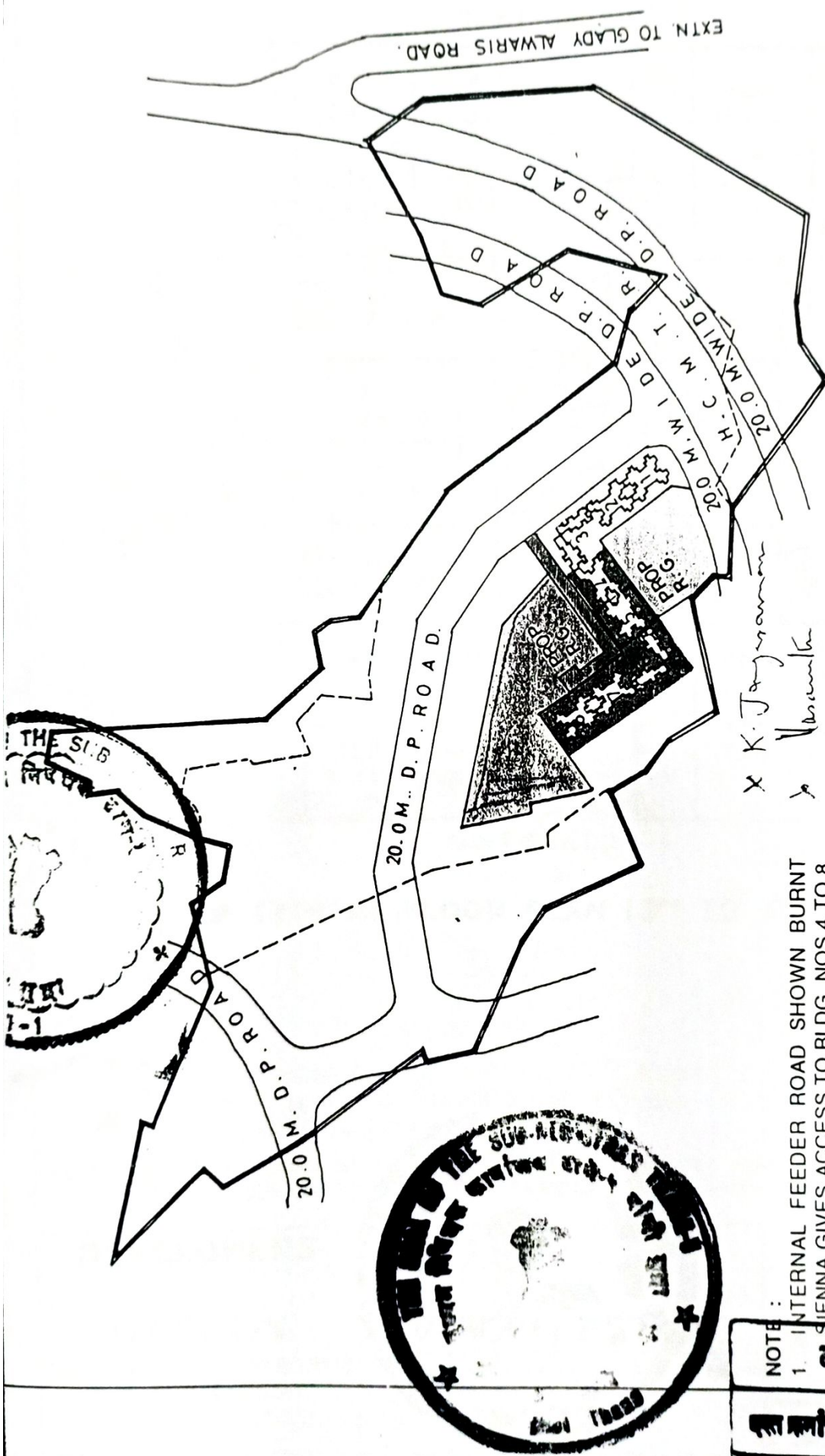
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 Compared by Total

Tahsildar

Thane Urban Agglomeration, Thane

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 & Venkatesh
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● PLAN OF GARDEN ESTATE AT
 CHITALSAR MANPADA THANE
 COMPRISING OF GUT. NO. 57/1, 59/30,31

- NOTE :
- INTERNAL FEEDER ROAD SHOWN BURNT
 - SIENNA GIVES ACCESS TO BLDG. NOS.4 TO 8.
 - RECREATION GROUND SHOWN IN GREEN.
 - CARRIAGE WAY SHOWN COLOURED BLUE.
 - PLAN OF BUILDING NO. 5 TOGETHER WITH LAND BOUNDED RED ADMEASURING 587 - SQ. MT. BEING PART OF GUT. NO. 57/1 CHITALSAR MANPADA.

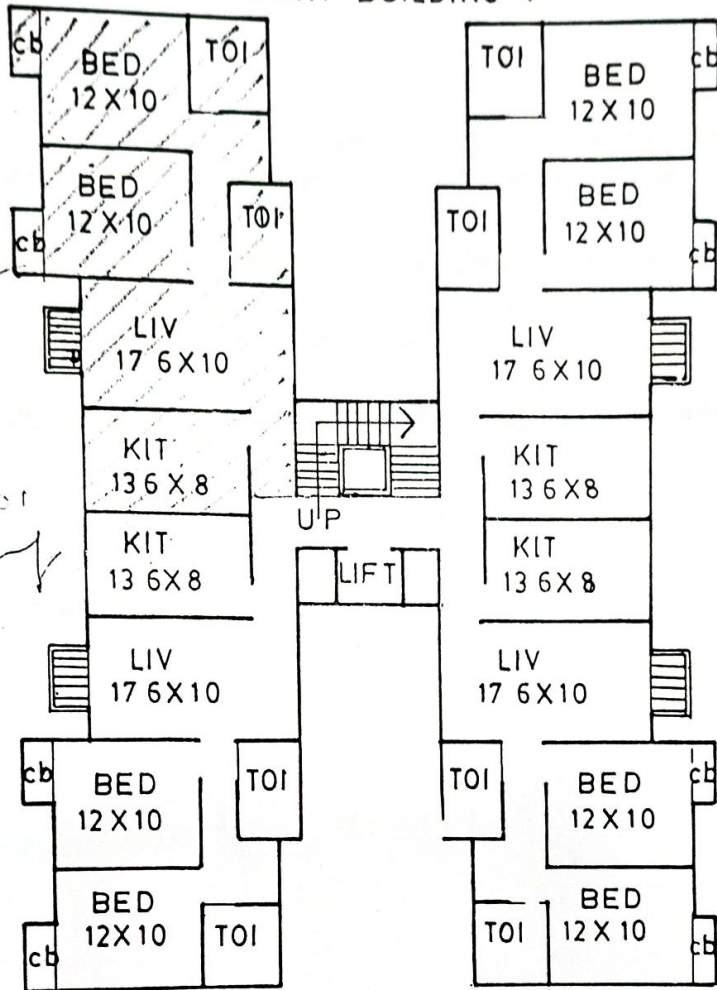
● DEVELOPERS :
 WESCON CONTRACTORS & BUILDERS PVT. LTD.



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PROPOSED BUILDING ON GUT NO. 57/1 (P)
OF VILLAGE CHITALSAR, MANPADA, THANE.

JOINT BUILDING 4



JOINT BUILDING 6

● TYPICAL FLOOR PLAN (3RD TO 7TH FLOOR)

PROPOSED FLAT NO. 401 ON 4TH FLOOR
IN BUILDING NO. 5 MARKED HATCHED RED
ALLOTTED TO PURCHASER

NOTE : BUILT UP AREA OF EACH FLAT INCLUDES CARPET AREA, AREA OF WALLS AND
PROPORTIONATE AREA OF LIFT STAIRCASE AND COMMON PASSAGE ONLY.

DEVELOPERS

WESCON
CONTRACTORS & BUILDERS
PVT. LTD. BOMBAY



ARCHITECT

V. V. MODAK
THANE.

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GARDEN ESTATE RUBY CO-OPERATIVE HSG. SOC. LTD.
(REGD. NO. TNA / (TNA) / HSG / TC / 9216 / DT. 30/09/97)
GLADY ALWARES ROAD, OFF. POKHRAN ROAD NO.2, THANE (W) 400 610.

tel: 2591577

REF: NOC/036/2003-04

9 / 02 / 2004

To,
Mr. K. Jayaraman &
Mrs. Vasanthi Jayaraman
5/401, Garden Estate Ruby C.H.S. Ltd.,
Chithalsar, Manpada,
Thane (W).

Dear sir,

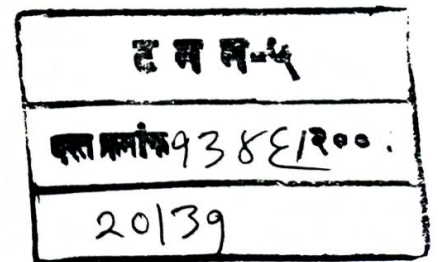
This has reference to your letter dated 7 / 2 / 2004 for Transfer of Flat No.401 of Bldg. No.5 to MR. SURYAKANT KARMAKAR.

The Society has No Objection for the Said Transfer, subject to the condition that the required formalities are completed by you and the intending Transferee as per the Maharashtra Co-op. Society Act 1995.

This permission is valid for a period of three months from the date of issue of this letter.

Yours truly,
for Garden Estate Ruby C.H.S. Ltd.

K. K. Wadh
(Hon. Secretary)



THE GARDEN ESTATE RUBY CO-OPERATIVE
HOUSING SOCIETY LIMITED

(Registered under the Maharashtra Co-operative Societies Act, 1960.)

(Registration No. TNA / (TNA) / HSG / TC / 9216 . Date 30/9/97)

Serial No. 41

Authorised Share Capital Rs. 1.6 crore Divided into 3,20,000 Shares each of Rs. 50/- only
Member's Registration No. _____

THIS IS TO CERTIFY that Shri/Smt K. JAYARAMAN AND YASANTHI
JAYARAMAN.

of BOMBAY is the Registered Holder of (FIVE) Shares from No. 201
to 205 of Rs. 250/- (Rs. TWO HUNDRED FIFTY ONLY)
in THE GARDEN ESTATE RUBY CO-OPERATIVE HOUSING SOCIETY
LIMITED THANE (W) subject to the Bye-laws of the said Society
and that upon each of such Shares the sum of Rupees Fifty has been paid.

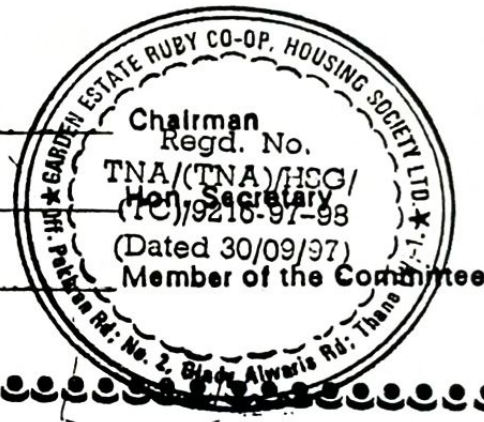
GIVEN under the Common Seal of the said Society at THANE this 15th
Day of MARCH 1998.

Ram Mohan

K. Shah

[Signature]

[Signature]



P. T. O

THANE MUNICIPAL CORPORATION THANE.

PLANNING AUTHORITY

Commencement Certificate No.V.P. 89229 (-MC/7100/697) Date:- 17-5-93

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966. (Maharashtra XXXVII of 1966) :-

To,

Shri/ Smt V.V. Modak (Architect)

For Shri/ Smt Madhukar Joma Wadekar & Others (Owner)

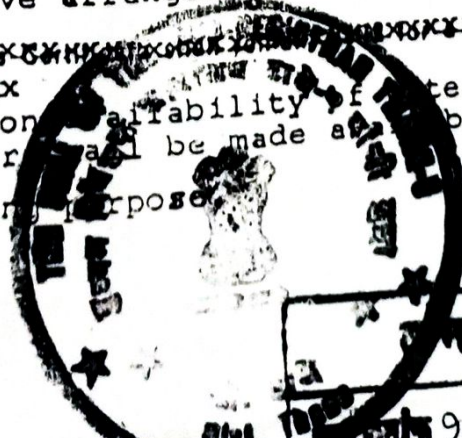
To construct proposed buildings (excluding building Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 41, 42, & 43) up to plinth level on plot bearing SxNm. Gut No. 57/1, 59/30 & 31 of Village Chitalsar-Manpada, Thane, As per your amended plans and application dated: 19/3/93.

SUBJECT TO THE FOLLOWING CONDITIONS. Viz :-

- 1) Provision of health centre, Police Post, & sub post office shall be made before occupancy certificate.
- 2) Detailed plan of storm water and sanitary drains shall be submitted and no objection certificate water supply & drainage department shall obtained before starting the work.
- 3) Proper arrangement for disposal of storm water and drains shall be made on site.
- 4) No objection certificate from tree department should be obtain before the occupancy certificate.
- 5) Water will not be made available by Thane Municipal Corporation for construction purposes. Owner/ Developers shall make necessary alternative arrangements by way of open wells/ bore wells etc.

However on availability of water from water supply schemes the water will be made available only for domestic and drinking purpose.

PT T.O.



Shri. 938 E/200

4-3] कोवणीमाहा... रस्ता वास्तव्या या पूर्ण पूर्ण करावा. तसेच ठाणे महानगरपालिका आवश्यकतेनुसार डी.पी.सी. रस्ता पूर्ण करणेकरीता रस्ता ताडणीने तयार ठाणेला लागेल.

- 6) The recreational space and internal roads shall be constructed before occupation certificate.
- 7) D.P. road shall be constructed as per Municipal specification (W.B.M.) before occupation certificate.

8] गट नं. १७७/२५, २६/१, ५२/२१, व ५२/३२ गांजे चितळसर मानपाडा या भूखंडावरील इमारत क्र. १५, १६, १७, १८, ४१, ४२, ६२, १०, ११, व ७ या इमारतींचे बांधकामासाठी बांधकाम पातळीकरणपत्रे प्रमाणित एन.ए.परवानगी दाखल केलेनंतर देणेचे ठरले.

- 9] ...
- 10) This certificate shall remain valid for a period of one year commencing on the date of its issue.

Date:-

Seal:-

Handwritten signature

Handwritten signature

For Commissioner,
Thane Municipal Corporation,
Thane.





ठाणे महानगरपालिका

महापालिका भवन, डॉ. अण्णेबा रौप, चंद्रमवाडी, वाघवाणाडी, ठाणे - ४००६०२.
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

संख्या नं. / ठा. म. पा. /
No. 1 T.M.C. / TPD / 2060

दिनांक / /
Date 11 / 10 / 1995

OCCUPATION CERTIFICATE

(For Buildings No. 1, 2, 3, 4, 5, 6, 7 and 8 Only.)

To,

Shri. V.V. Modak (Architect)
1-4, Siddharth Chamber,
Gandevi Maidan, Thane.

Sub :- OCCUPATION CERTIFICATE.

For Building Nos. 1 to 8 in
land bearing Gut. No. 57/1, 59/30,
59/31 of Village CHITALSAR
MANPADA, Thane.

Ref :- 1) Your Application No. TMC/MJN/
1274 Dated 26.6.95.

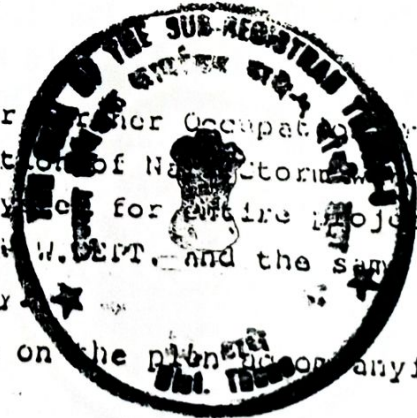
2) V.P. No. 89229

Sir,

With reference to above, I have to inform you that the buildings No. 1 to 8 completed and as shown by you in the PLAN submitted to this office may be occupied, after obtaining Water Connection and subject to the following Conditions.

CONDITION :-

- 1) Before applying for further Occupation Certificate plans for Construction of Water, Storm Water, Drainage, and water supply, system for entire project shall be got approved from W. DEPT. and the same shall be executed accordingly.
- 2) Refer note written on the plan accompanying this letter.



By, City Engineer,
(Planning and Development)

द न न-५
Thane.
938E/2001

COPY TO :- 1) Dept.
2) Engineer.

१०,००,०००-१०-२००३-पीएफ*-वि (वाय) ७२० (निळा)

नमुना म. नो. नि. ६

प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी

[नियम १५२ पहा]

महानिरीक्षक व मुद्रांक नियंत्रक,

चलन क्रमांक

महाराष्ट्र राज्य

Thane

या ठिकाणी कोषागार / उपकोषागार भाष्यात आलेल्या रकमेचे चलन
भारतीय स्टेट बँकमध्ये / भारतीय रिझर्व बँकमध्ये

भरणा करण्याचे भागव्याचे	विभागीय अधिकार्याने किंवा कोषागारने भागव्याचे	कोषागारने / उपकोषागारने भारतीय रिझर्व बँकेने / भारतीय स्टेट बँकेने / हैद्राबाद स्टेट बँकेने भागव्याचे
जिच्यावतीने रकम भरण्यात आली आहे त्या व्यक्तीचे नाव / पदनाम आणि पत्ता Suryakant Karmakar 2/101, Garden Estate, Lady Alwars Road, Thane	लेख्यांचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००३० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी	रकम मिळाली. रुपये (आकड्यात) RS. 15000/- रुपये (अक्षरी) 28 fifteen thousand Own
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश दस्तऐवज नोंदणी फी	गौणशीर्ष : १०४ दस्तऐवजच्या नोंदणीसाठी फी सर्वसाधारण वसुली	कोषपाल भारतीय स्टेट बँक / बँक / S.B.I. लोकस्थाने (मुख्य) थाने Thane Main Br. 60 25 FEB 2004 कोषागार / उपकोषागार अधिकारी / बँकेचा व्यवस्थापक सेख रोकड / CASH मिळाले / प्राप्त / RECEIVED
भरणा केलेली रकम रुपये 15,000/- (अक्षरी) रुपये fifteen thousand only	संगणक संकेतांक 0 0 3 0 0 1 5 2 0 0	
भरणा करणाराची स्वाक्षरी दिनांक 25/2/04	बरोबर आहे, पैसे स्वीकारवे व पावती द्यावी. दिनांक: सुर्यम निबंधक ठाने क्र. ९	दिनांक:

* येथे कोषागार / बँकेत रकम भरणा करण्याबाबत आदेश देणाऱ्या अधिकार्यांचा स्वरी शिक्का उरत नाही.

[* माग ११]



ट न न-५
क्रमांक 938E/2004
28/39

26/02/2004

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

दस्त क्र 1346/2004

10:14:03 am

ठाणे 5

30/39

दस्त क्रमांक : 1346/2004

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: सुर्यकांत - करमाकर
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: सफायर सो
ईमारत नं: -
पेठ/वसाहत: ठाणे
शहर/गाव: ठाणे
तालुका: -
पिन: -

लिहून घेणार

वय 31

सही




2 नाव: के जयरामन -
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: वृंदावन
ईमारत नं: -
पेठ/वसाहत: अंधेरी
शहर/गाव: मुंबई
तालुका: -
पिन: -

लिहून देणार

वय 43

सही




3 नाव: वासंती जयरामन -
पत्ता: घर/फ्लॅट नं: -
गल्ली/रस्ता: -
ईमारतीचे नाव: वरीलप्रमाणे
ईमारत नं: -
पेठ/वसाहत: -
शहर/गाव: -
तालुका: -
पिन: -

लिहून देणार

वय 38

सही






दस्त गोषवारा भाग - 2

टनन5

दस्त क्रमांक (1346/2004)

39/39

दस्त क्र. [टनन5-1346-2004] चा गोषवारा
बाजार मुल्य :1251315 मोबदला 1500000 भरलेले मुद्रांक शुल्क : 68750

पावती क्र.:1402 दिनांक:26/02/2004
पावतीचे वर्णन
नाव: सुर्यकांत - करमाकर

दस्त हजर केल्याचा दिनांक :26/02/2004 10:08 AM
निष्पादनाचा दिनांक : 23/02/2004
दस्त हजर करणा-याची सही :

15000 : नोंदणी फी
620 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 26/02/2004 10:08 AM
शिकका क्र. 2 ची वेळ : (फी) 26/02/2004 10:11 AM
शिकका क्र. 3 ची वेळ : (कबुली) 26/02/2004 10:13 AM
शिकका क्र. 4 ची वेळ : (ओळख) 26/02/2004 10:13 AM

15620: एकूण

दु. निबंधकाची सही, ठाणे 5

दस्त नोंद केल्याचा दिनांक : 26/02/2004 10:13 AM

ओळख :

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

1) शिवरामन ए - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: गार्डन इस्टेट

ईमारत नं: -

पेट/वसाहत: ठाणे

शहर/गाव:ठाणे

तालुका: -

पिन: -

2) संतोष सिंह - ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: सुभाष नगर

शहर/गाव:ठाणे

तालुका: -

पिन: -

दु. निबंधकाची सही
ठाणे 5

पुस्तक क्रमांक.....
9386.....क्रमांकावर नोंदला

दुय्यम निबंधक आणि क्रं. 4

तारीख.....माहे.....सन २००४

प्रमाणित करणेत येते की या दस्तामध्ये
एकूण.....३९.....पाने आहेत.

दुय्यम निबंधक आणि क्रं. 4



Memorandum of the transfers of the within-mentioned Shares

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which transfer was approved	To Whom Transferred	Sr. No. in the Share Register at which the transfer of shares held by the transferor are registered	Sr. No. in the share Register at which the name of the Transferee is recorded
1	2 8 th AUGUST 2004 <i>Kanishk</i> Chairman	3 MR. SURYAKANT KARMAKAR <i>KShankh</i> Hon. Secretary	4 41	5 216 <i>2010</i> <i>H. Caraker</i> Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member



सत्यमेव जयते
महाराष्ट्र शासन

नोंदणीचे प्रमाणपत्र

क्रमांक टी. एन. ए. / (टी. एन. ए.) / एच. एस. जी. / (टी. सी.) / २२१६ / तन २७

या प्रमाणपत्राद्वारे प्रमाणीत करण्यात येत आहे की,


गार्डन इस्टेट रबा को-ऑपरेटिव्ह होमिंग सोसायटी लि.

गार्डन इस्टेट, मानवाडा, ठाणे [प]

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदणी क्रमांक टीएनए / (टीएनए) / एचएसजी / (टीसी) / २२१६ / तन २७ / दिनांक २० / ०९ / १९९७ ने नोंदण्यात आलेली आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये महाराष्ट्र सहकारा संस्थांचे नियम, १९६१ मधील नियम क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण गृह निर्माण संस्था असून उप - वर्गीकरण भाडे करु सह भागीदारी गृह निर्माण संस्था असे आहे.

कार्यालयीन मोहर :


[भे. के. वैद्य]
उपनिबंधक

स्थळ : ठाणे

दिनांक : २० / ०९ / १९९७

सहकारी संस्था, ठाणे शहर, ठाणे.

Phone: 9137544920, 8779690541

LDML/TSR/COSMOS/0154/2023-24

Dates: 06/09/2023

To,
The Cosmos Co-operative Bank Ltd.
Ghodbunder Road Branch

Sub: - Search and Title report for property being, Flat No. 401 on the 4th Floor, Adm area 727 Sq. ft Carpet Area (total area inclusive of Balconies), in the Building No. 5 of Society known as "Garden Estate Ruby Co-operative Housing Society Limited" Constructed on Survey No. 57 (1) (pt), lying being situated at Village - Chitalsar Manpada, Taluka and District -Thane.

- 1) Name of the Branch: Ghodbunder Road Branch
- 2) Name of the Borrower: Mr. Suryakant Karmakar

(Mention its constitution when Borrower is company /partnership/ LLP) and also mention the details of its directors/partners/designated Partners)

- 3) Documents Seen:

I have perused the following documents for the purposes of furnishing this legal opinion.

Sr. No.	Document Number	Execution/ Date of Document	Original/Attested Copy/Photocopy/Duplicate and Particulars of the document
1	Agreement for sale Executed between Mr. K. Jayaraman & Mrs. Vasanthi Jayaraman AND Mr. Suryakant Karmakar	23/02/2004	Photocopy
2	Registration Receipt No. 1402/2004	26/02/2004	Photocopy
3	Agreement executed between M/s. Santacruz Contractors & Builders Pvt. Ltd. AND Mr. K. Jayaraman & Mrs. Vasanthi Jayaraman	06/10/1994	Photocopy
4	Deed of Confirmation executed between M/s. Santacruz Contractors & Builders Pvt. Ltd. AND Mr. K.	14/01/1997	Photocopy



	Jayaraman & Mrs. Vasanthi Jayaraman		
5	Registration No. 446/1997	27/03/1997	Photocopy
6	Commencement Certificate issued by TMC	17/05/1993	Photocopy
7	Occupancy Certificate issued by TMC	11/10/1995	Photocopy
8	NA Order issued by Collector of Thane	02/07/1992	Photocopy
9	ULC Order by Deputy Collector & Competent Authority, Thane Urban Agglomeration	11/12/1991	Photocopy
10	NOC for Transfer of Flat issued by Society in the name of Mr. K. Jayaraman & Mrs. Vasanthi Jayaraman	09/02/2004	Photocopy
11	Society Registration Certificate	30/09/1997	Photocopy
12	Share Certificate No. 41	15/03/1998	Photocopy
13	Share Certificate No. 040	18/04/2018	Photocopy
14	Title Certificate issued by Local Advocate	04/04/1991	
14	Typical Floor Plan	----	Photocopy

4) DESCRIPTION OF PROPERTY/PROPERTIES/NATURE OF TITLE:

1.	Name of the owner/ Mortgagor	Mr. Suryakant Karmakar
2.	Extent of area	Adm area 727 Sq. ft. Carpet Area
3.	Survey No/ Gat No./CST No.	Survey No. 57 (1) (pt)
4.	Is property leasehold/freehold/Govt. grant etc.	Freehold
5.	Nature of property	Flat
6.	Location	Village - Chitalsar Manpada, Taluka and District -Thane
7.	Boundaries on or towards for the Plot/flat	As mentioned in Agreement



8.	Confirmed the boundaries of the flat/plot as per approved plan and as per title deed.	As mentioned in Agreement
----	---	---------------------------

5) Trace of Title/History of passing of title. Details of antecedent title deeds.

FLOW OF TITLE

After going through all the document for search Report made available with us, we find By Madhukar Joms Wadekar and fifty five other persons owned extensive lands at Village Chitalsar Manapada Taluka in the Registration District and Sub-District of Thane & bearing the following description:

Gut No.	Sq. Mts. (Area)
57 (1)	38,850
20	5,700
(8)	4,800
59 (30)	9,530
59 (31)	6,480
59 (32)	7,560

By Agreement for Development-cum-Sale dated 23rd October 1990 made between the said Madhukar Joma Wadekar and other (hereinafter referred to as "the said original Owners") of the part and builders above named of the other part (which said agreement has been stamped with special adhesive stamps of Rs. 12,72,000/- and which said agreement has been presented for registration with the sub-registrar at Thane on 12th November, 1990) the said Original owners agreed with the builders to allow of land builders full development right in respects of the extensive areas of land owned by the said original owners and agreed to ultimately sell and convey to the Builders and to execute a conveyance or deed of conveyance in respect of such land in favour of the builders or in favour of such person or person (including a co-operative society or societies) as the builders may direct in respect of such extensive pieces of land.

By three later agreement the builders obtained development right from other persons for developing other pieces of land and also under such agreement the builders have a rights to obtain from such other person (hereinafter referred to as "the said other Owners) a Deed or Deed of conveyance in respect of land conveyance by such agreement.

The builders have prepared a lay-out to develop an extensive area of land at village Chitalsar, Manpada Taluka in the registration District and Sub-District of Thane (hereinafter referred to as "the said development project") the said layout has been sanctioned by the Thane Municipal Corporation.

The said Development project of the builders in named "Garden Estate" which is to comprise of four of the plots out of lands covered by the said Development agreement dated 23rd October 1990 and the other plats listed in the said



statement hereto annexed and marked "A-1" and may also comprise of other contiguous lands which the builders may agree to acquire.

A layout plan of the said Development project names "Garden Estate" so got sanctioned by the-Builders.

The NA Order bearing No. Mahasul/Kksha-1/MJ-7/NAP/SR/97/91 dated 02/07/1992 issued by Collector of Thane.

The ULC Order no. ULC/TA/Chi & Manpada/ SR. -7, 23, 24 & 56 dated - 11/12/1991 by Deputy Collector & Competent Authority, Thane Urban Agglomeration.

The Commencement Certificate bearing No. V.P. 89229/TMC/TDD/697 Dated 17/05/1993 issued by TMC.

The Developers have completed the construction of building & Occupancy Certificate bearing No. TMC/DD/2060 Dated 11/10/1995 issued by TMC.

By Deed of Confirmation dated 14/01/1997 executed between the said M/s. Santacruz Contractors & Builders Pvt. Ltd. have confirm the said property Flat No. 401 on the 4th Floor, Adm area 727 Sq. ft. Carpet Area (total area inclusive of Balconies), in the Building No. 5 of Society known as "Garden Estate Ruby Co-operative Housing Society Limited" Constructed on Survey No. 57 (1) (pt), lying being situated at Village - Chitalsar Manpada, Taluka and District -Thane. Mr. K. Jayaraman & Mrs. Vasanthi Jayaraman on the terms conditions & mentioned therein. Which is duly Registered with sub- Registrar of assurances at Thane Under Sr. No. Thane 446/1997 Dated- 27/03/1997.

All Flat purchasers have formed Co-operative Hsg. Soc. viz "GARDEN ESTATE RUBY CO- OPERATIVE HSG SOC LTD." under Maharashtra Co-operative Hsg. Soc. Act, 1960 under Registration No. TNA/(TNA)/HSG/TC/9216 dated 30/09/1997 said Mr. K. Jayaraman & Mrs. Vasanthi Jayaraman became the member of the said society holding 5 fully paid up shares bearing distinctive Nos. 201 TO 205 Share Certificate No. 41 Dated 15/03/1998.

By Agreement for sale dated 23/02/2004 executed between the said Mr. K. Jayaraman & Mrs. Vasanthi Jayaraman have agreed to sell the said Flat No. 401 on the 4th Floor, Adm area 727 Sq. ft. Carpet Area (total area inclusive of Balconies), in the Building No. 5 of Society known as "Garden Estate Ruby Co-operative Housing Society Limited" Constructed on Survey No. 57 (1) (pt), lying being situated at Village - Chitalsar Manpada, Taluka and District -Thane. Mr. Suryakant Karmakar on the terms conditions & mentioned therein. Which is duly Registered with sub- Registrar of assurances at Thane Under Sr. No. 1402/2004 Dated - 26/02/2004

All Flat purchasers have formed Co-operative Hsg. Soc. viz "GARDEN ESTATE RUBY CO- OPERATIVE HSG SOC LTD." under Maharashtra Co-operative Hsg.

