



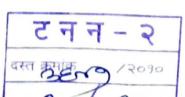
AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made, executed and entered into at **Thane** on this day of ______ day of _____ 2010

BETWEEN

M/s. Nirmitee Developers, a partnership firm constituted under the provision of the Indian Partnership Act having its office at 103, Vamanand Society, Dadarkar Complex, Chikuwadi, Near Link Road, Borivali (W), holding PAN-AAGFN0521K, through its partner Mrs. Aditi Sandeep Caga , hereinafter called and referred as the Developers/Promoters (which expression shall unless it be repugnant to the context of meaning thereof shall mean and include its pattern for the time being, survivors and surviving partners of the said firm and the respective heirs, executors, administrators and assigns) of the First Part;





Mr. Milind Bhagwan Bhangale, Age 41 years, Occupation Service, PAN-AAQPB4155R, and Mrs. Pushpa Bhagwan Bhangale, Age 62 years, Occupation Service, PAN-AAQPB4156N, both residing at 18, 4TH Floor, Devi Darshan Co-op. Hsg. Soc., Ghantali Road, Naupada, Thane (W), hereinafter called the Purchaser (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns) of the Other Part;

The Purchaser whether singular or plural, masculine or feminine, Partnership Firm, Body Corporate or any other association of people for the sake of brevity is referred to as the **Purchaser** as singular masculine;

WHEREAS Smt. Sulochana D. Bhole & Others jointly were the owners of all that piece and parcel of N.A. land bearing S.No.66A, H.No.10/B, and S.No.66A, H.No. 4+5+10+11A, and bearing corresponding Tika No.25, C.T.S. No.15, Tika No.22, C.T.S. No.112C, totally admeasuring 444.50 Sq.Mtrs. or thereabout, lying being and situated at village Chendani, Tal. & Dist. Thane, within the limits of Thane Municipal Corporation, and within the limits of Registration District & Sub-District Thane, and more particularly described in the **First Schedule** hereunder written (hereinafter called and referred to for the sake of brevity as the **Said Land**);

AND WHEREAS vide Development Agreement dated 10th October 2006, registered with the office of Sub-Registrar of Assurances, Thane-2, on 10th October 2006, at Sr. No.7419/2006, and an Irrevocable Power of Attorney dated 10th October 2006, duly registered with the office of Sub-Registrar of Assurances, Thane-2, on 10th October 2006, the owners therein have granted development rights in respect of the said land to the Developers/Promoters herein;

AND WHEREAS in pursuance of the said Development Agreement dated 10th October 2006 recited hereinabove, the Developers/Promoters have sole and exclusive right to dispose off by way of sale, all the flats/shops in the proposed new building on ownership basis and to enter into Agreements with the purchasers of those flats/shops and to receive the sale price thereof;



AND WHEREAS the Developers/Promoters are constructing multistoried building on the said land in accordance with the plan sanctioned by the Thane Municipal Corporation vide its V.P. No.2006/152/TMC/TDD/696, dated 29.01.2009;

AND WHEREAS the Developers/Promoters have appointed Architect Mr. Rajesh Bhosale of Dombivli, for the preparation of the plans, specifications and designs of the proposed building, and the Developers/Promoters accepted the professional supervision of and R.C.C. Consultant M/s. S.S. Cons of Thane, till the completion of the said building, and accordingly the plans, designs and specifications in respect of the proposed new building have been prepared by Architect Mr. Rajesh Bhosale;

AND WHEREAS copies of the floor plan approved by the concerned local authorities have been annexed hereto and marked as Annexure -___;

AND WHEREAS the purchaser demanded from the Developers/Promoters, and the Developers/Promoters have given inspection of all the documents relating to its title to the said land, including the copies of development agreement, Certificate of Title of the said land issued by Advocate A.A. Chitnis, VII-XII Extract, Property Card and/or all other relevant documents showing the nature of title of the Developers/Promoters to the said land, and the plans, designs and specifications prepared by the Architect Mr. Rajesh Bhosale, and approved by the competent authorities, and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer)Act, 1963, and the rules made thereunder (hereinafter called and referred to for the sake of brevity as the Said Act & Said Rules);

AND WHEREAS the Promoters have made full and true disclosure of the nature of their title to the said land and the Purchaser is satisfied with the same, and has accepted the title of the owners to the said land as shown in the revenue records;

AND WHEREAS the Promoters have informed the Purchasers that, while sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations which are to the observed and performed by the Developers/Promoters while developing the said land and the building to be constructed thereon and upon the due observance and performance of the terms

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and conditions, the completion and/or occupation certificate in respect of the building shall be granted by the concerned local authority;

AND WHEREAS the purchaser herein offered to purchase and the Developers/
Promoters have agreed to sell/allot Flat/Shop No.702, having Carpet area admeasuring 525 Sq.Ft. + 210 Sq.Ft. Open Terrace (48.79 + 19.52 Sq.Mtrs.), on the Seventh Floor, in the proposed new building known as NIRMITEE PITRUCHHAYA to be constructed on the said land (hereinafter called and referred to for the sake of brevity as the Said Flat/Shop);

AND WHEREAS the parties hereto are desirous of reducing the terms and conditions in writing by executing the said agreement as under;

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

1. The Developers/Promoters shall construct multistoried building on the said land in accordance with the designs, specifications and plans approved by the concerned local authority and which the Purchaser has seen and approved, with such variations and modifications as the Developers/ Promoters and/or Architect may consider necessary or as may be required by the Thane Municipal Corporation to be made in them.

The Purchaser herein, by executing these presents, has granted his irrevocable consent to the Developers/Promoters as required under Section 7 of the said Act whereby the Developers/Promoters shall be entitled to make such alterations, variations and modifications in the structure of the said Flat/Shop agreed to be purchased by him and/or structure of the building as may be necessary and/or expedient in the opinion of the Architect/Engineer.

The Developers/Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned planning authority at the time of sanctioning the said plan of thereafter and shall before handing over possession of the said plan of the Purchaser, obtain from the

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concerned local authority occupation and/or completion certificate in respect of the said building in which the said Flat/Shop is situated.

- The Purchaser has prior to the execution of this agreement perused all the 3. relevant documents relating to the title of the Developers/Promoters to the said land, approved plans, specifications and area of the said Flat/Shop proposed to be purchased by him, and on being satisfied he has agreed to purchase said Flat/Shop in the proposed new building from the Developers /Promoters, and hereafter shall not raise any objections in respect thereof.
- The Purchaser hereby agrees to purchase/acquire from the Developers/ 4. Promoters hereby agree to sell/allot to the Purchaser Flat/Shop No.702, having Carpet area admeasuring 525 Sq.Ft. + 210 Sq.Ft. Open Terrace (48.79 + 19.52 Sq.Mtrs.), (which is inclusive of balconies), on the Seventh Floor, in the proposed new building known as NIRMITEE PITRUCHHAYA to be constructed on the said land (hereinafter called and referred to for the sake of brevity as the Said Flat/Shop) for a total price or consideration of Rs.33,75,000/- (Rupees Thirty-Three Lacs Seventy-Five Thousand Only), inclusive of proportionate price of the common areas and facilities appurtenant to the said Flat/Shop, the nature, extent and description whereof are more particularly described in the Second Schedule hereunder written. The Purchaser has paid to the Developers/Promoters on or before the execution of these presents a sum of Rs.13,00,000/- (Rupees Thirteen Lacs Only) as and by way of part payment/earnest money (the payment and receipt whereof the Developers/Promoters do hereby acknowledge and acquit, discharge and release the Purchaser from the payment thereof). The Purchaser hereby agrees to pay the Developers/ Promoters the balance amount of consideration in the following manner:

on the completion of Plinth. a) Rs. on completion of 1st Slab. b) Rs. on completion of 2nd Slab. c) Rs.3,37,500/on completion of 3rd & 4th Slab. d) Rs.3,37,500/on completion of 5th & 6th Slab. e) Rs.3,37,500/on completion of 7th & 8th Slab. t) Rs.3,37,500/on completion of brick work. g) Rs.3,37,500/-THE 90 Flooring, Sanitation and Colouring. h) Rs.3,37,500/-

on possession.

Rs.50,000/-PARLITY. THANE B Bhangale

the said land and premises or any part thereof to view and examine the state and conditions thereof.

38. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO: SCHEDULE OF PROPERTY

ALL THAT piece and parcel of N.A. land bearing S.No.66A, H.No.10/B, and S.No.66A, H.No.4+5+10+11A, and bearing corresponding Tika No.25, C.T.S. No.15, Tika No.22, C.T.S. No.112C, totally admeasuring 444.50 Sq.Mtrs. or thereabout, lying being and situated at village Chendani, Tal. & Dist. Thane, within the limits of Thane Municipal Corporation, and within the limits of Registration District & Sub-District Thane.

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2 न न - २ वस्त क्षेत्रहरू /२०१० १६ / ८ **IN WITNESS WHEREOF**, the parties hereto have hereunto set and subscribed their respective hands, the date and the year first hereinabove mentioned.

SIGNED, SEAL	LED AND	DELIVERED
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By the within named Developers/Promoters)

M/s. Nirmitee Developers

Through its Partner -

Mrs. Aditi Sandeer Pagar





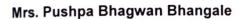
SIGNED, SEALED AND DELIVERED

By the within named Purchaser

Mr. Milind Bhagwan Bhangale



And



In presence of:

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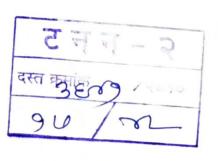
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THE SECOND SCHEDULE ABOVE REFERRED TO:

List of Amenities and specifications:

- Decorative Entrance lobby. 1.
- Decorative main door, internal flush doors with hardware fittings of 2. approved quality.
- Vitrified flooring in all rooms. 3.
- Power coated aluminium sliding windows. 4.
- Concealed copper wiring, with quality accessories and adequate number of 5. electrical and telephone points.
- Concealed plumbing with Jaguar or equivalent make fittings. 6.
- Geyser and Aqua Guard point in kitchen. 7.
- Granite platform with stainless steel sink and glazed tiles upto 7 Ft. height. 8.
- Ceramic tiles dado upto 7 Ft. height in bathroom, wash basin and W.C. with 9. good fittings.
- Good quality exclusive coloured exterior paint and good quality internal 10. paint.
- 11. Elegant elevation.
- 12. Good quality lift with generator backup.
- 13. Inverter points and wiring for every flat.
- Solar energy for water heating & common lighting of building.

Sh	nare Certificate No. 14 Member's Register No. 14 No. of Shares 10
	Share Certificate Share Certificate T.N.A./(T.N.A.) 123863/2012 120888-12.04.2012
-	Pitruchhaya Co-operative Housing Society L
	Thane
	(Registered under the Maharashtra Co-operative Societies Act, 1960)
Re	gistration No. TNA HSG (CTC) 23863 Yr- 2012 Date 12/04/2012
	This is to certify that Shri / Snft. / M/s. MIling Bhagwan Bhangale & Mrs.
P	ushpa Bhagwan Bhangale is the Registered Holder of 10 fully paid up sha
	Rs. FIFTY each numbered from 13 to 140 both inclusive, in
	2 Pitry Chhaya Co-operative Housing Society Ltd., Than e
Su	ubject to Bye-laws of the Said Society.
1	Given under the Common Seal of the Said Society at
dn	this 2nd day of Janyary 2013
/	
	Honode Son
	Chairman
	Authorised Secretary M. C. Member
	M. C. Member

Date of Transfer	Transfer No.	Regn. No. of Transferor	To Whom Transferred	Regn. No. of Transferee
See Con	Demd-12.04.2		Autorised Chairman M. C. Member	Secretary
210 211	cholel 8 Slogada	solt and Bhagwan B	Autorised Chairman M. C. Member	Secretary
3.	ndT	ON	Autorised Chairman M. C. Member	Secretary
		• spdT	Autorised Chairman M. C. Member	Secretary
	Chairman		Autorised Chairman M. C. Member	Secretary



THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

AMMENDED PERMISSION / COMMENCEMENTCERTIFICATE

	AMMENDED PERMISSION / COMMENCE Stilt (part) + 5 Floors (Orchitect)
v. p. N	Shri/Smt. Rejesh Bhessle (Architect)
To.	Shri/Smr. Madhay Demodar (Owners)

Shele & Others 5 (Owners) M/s. Nirmitae Davalopers (P.D.A. Holder)

With reference to your application No. 34275 dated 7/11/2008 for development permission / grant of Commencement certificate under section 45 & 69 of the permission Regional and Town Planning Act, 1966 to carry out development work and or to erect

building No. As Above in village supada Sector No. IT Situated at Road / Street Street 3 Cabin S.No. / C.T.S. No. / F.P. No. Tike No. 25, C.T. S.No. 15, Tike No. 22, C.T. S.

the development permission / the commencement certificate is granted subject to the following

1) The land vacated in consequence of the enforcement of the set back

2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.

3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.

4) This permission does not entitle you to develop the land which does not vest in you.

५) परवानगी क्र ठामपा/शविवि/१०१ दि.२०.५.२००७ मघील वेळोवेळी पूर्ण करावयाच्या अटी आपणावर बंधनकारक राहतील.

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TWON

PLANNING ACT, सावधान Office No. Office Stamp

Development Department,

Municipal Corproation of the city of, Thane.

Yours faithfully

Ml Pushpa B Bhangale



THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)
SANCTION OF DEVELOPMENT
PERMISSION / COMMENCEMENT CERTIFICATE

Building: Ground (Part) + Stilt (Part) + 6 + 7 (Part) Floors.

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2006/152	TMC/TDD/WEY	Date : 28/2/2090
P. NO. Shri/Smt.Rajesh Bhosa	(Architect)	
Shri. Medhav Demeder		
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wa. Mirmites D	OVOLOPOES (F.O.A.)	
With reference to your applic	ation N6.9696 dated 4.1.201	for development
/ arent of Commence	ement certificate under section	45 & 69 of the
Les Degional and Town P	anning Act. 1966 to carry out devel	opinent work and or to
ect building Noin vill S.No. / C.T.S. No. / F.P. N		15, Tike Me. 22, C.T.S.Ne
S.No. / C. I.S. No. / F.F. IV		112
e development permission the co	mmencement certificate is granted	subject to the following
onditions.		
	quence of the enforcement of the s	et back line shall form
Part of the public street.	thereof shall be occupied or allo	wed to be occupied or
nermitted to be used by any p	erson until occupancy permission ha	sbeen granted.
3) The development perm	ission / Commencement Certi	ficate shall remain
4) This permission does not ent	Commencing from the date of its issuite you to develop the lands with the second	and thyou."
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बंधनकारक राहाजा.	सी.सी.तज्ञांचे स्टॅबिलीटी प्रमाणपत्र सादर क	ज्ञावस्यम् अवस्यक
() वापर परवान्यापर्वी सोल	तर सिस्टीम व रेन वॉटर हार्वेस्टिंग सिस्टीम व तर सिस्टीम व रेन वॉटर हार्वेस्टिंग सिस्टीम व तकाबाबत, हदीबाबत व ॲक्सेस बाबत व तकाबाब राहतील त्यास ठा.म.पा. जबाबदार रा	काडी वाद निर्माण झाल्यास त्यास
०) करन्यं साम्या मालको ह	विकाबाबरा, चरा	जाराज जारा
विकासकर्ते पुर्णपण ज	क्काबाबत, हद्दाबाबत व जनसर्वा बाबदार राहतील. त्यास ठा.म.पा. जबाबदार रा त वाद निर्माण झाल्यास त्याची जबाबदारी विक सर्वास्त्राण्य नाही.	जसकर्ते / मालक यांची राहील
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त्यास ठा.म.पा. जबाबर	द्वार राहणार नाही.	
WARNING : PLEASE NOTE T	HAT THE DEVELOPMENT IN	
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Pushpa B Bhangale





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क्षित्र भगवान भगाळे -

कि शक्ति में

कार्मचे गाव part 4 क्ष ग्लाहत क्रागाव नीपाडा, टाणे पक्षकाराचा प्रकार

लिहून घेणार

सही

छायाचित्र

अंगठ्याचा ठसा





AAQPB4155R

नव गुष्या भगवान भंगाळे - -

का गर/फ्लंट नं: -गुली/रस्ताः -

इंमारत नं. -

वेड वसाहत. -हहर/गाव: नौपाडा, ठाणे

र्म नम्बर: AAQPB4156N

लिहून घेणार

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नाह में. निर्मिती डेव्हलपर्स तर्फे भागीदार आदिती संदिप **लिहून देणार**

यताः घर/फलॅट नं: -

गल्ली/रस्ताः -

इंगारतीचे नावः -

इमारत नं. -पेट/वसाहत: -

शहर/गाव: बोरीवली, मुंबई

वालुका: -पिन: -

र्षेत्र ३

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मह दुख्यम निबंधक ठाणें क. २