



Thursday, March 24, 2005

11:26:27 AM

Original

नोंदणी 39 म.

Regn 39 M

पावती

पावती क्र. : 2315

दिनांक 24/03/2005

गावाचे नाव निळेमोरे

दस्तऐवजाचा अनुक्रमांक वसई 3 - 02315 - 2005

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: श्री श्याम महादेव पांडव -

नोंदणी फी	-	3350.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (32)	-	640.00
एकूण	रु.	3990.00

आपणास हा दस्त अंदाजे 11:41AM हा वेळेस मिळेल

दुष्यम निंबाळकर सराई-३
वसई 3

बाजार मुल्य: 334696 रु. मोबदला: 334500 रु.
भरलेले मुद्राक शुल्क: 7150 रु.

श्याम महादेव पांडव

मुद्राक शुल्क भरलेला आहे
दुष्यम निंबाळकर सराई-३
वसई 3

वसई-३
 दस्त क्र. 394/2005
 9/3/2



No. 1254

खातेदाराची प्रत / Party Copy

बॅंसीन कॅथॉलिक को-ऑपरेटिव्ह बँक लि.
 (शेड्युल्ड बँक)

Bassein Catholic Co-operative Bank Ltd.

प्रति मॅनेजर / To, The Branch Manager

झेंडाबाजार शाखा / Zenda Bazar Branch

दि. / Dt. /

मुद्रांक शुल्क / Stamp Duty रु. / Rs. 7,150

सेवा शुल्क / Service Charges रु. / Rs. 10

एकूण दस्तऐवज / No. of Documents

एकूण / Total रु. / Rs. 7,160/-

अक्षरी रुपये / Amount in Words Seven

Thousand one hundred-
 sixty only

मुद्रांक शुल्क भरणाऱ्याचे नांव / Name of stamp duty

paying party- Shri / Smt. Shyam

Mahadev pandav

पत्ता / Address Nallesopara

समोरच्या पक्षकाराचे नाव / Name of counter party

Shri / Smt. SRASHILY

व्यवहाराच्या उद्देशाने कारण / Purpose of transaction

पे खातेदाराच्या बँकच्या काबला आहे त्या बँकेचे

नाम / Name of the Drawee Bank

व्यवहाराच्या उद्देशाने कारण / Purpose of transaction

पे खातेदाराच्या बँकच्या काबला आहे त्या बँकेचे

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नाम / Name of the Drawee Bank

व्यवहाराच्या उद्देशाने कारण / Purpose of transaction

पे खातेदाराच्या बँकच्या काबला आहे त्या बँकेचे

नाम / Name of the Drawee Bank

CO-OPERATIVE BANK
 GASHI
 22 MAR 2005
 S. NGASHI
 ZENDABAZAR
 AUTHORIZED SIGNATORY

आवश्यक आहे / This counterfoil to be presented
 at the time of delivery of stamp



Shyam Mahadev

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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at NALLASOPARA, on this 25th day of March 2004/05, in the 1. MR. GAJANAN ANANT PATIL 2. MR. VARDICHAND SUKHLAL SESODIA, both are adult, hereinafter called "THE OWNER" for Constituted Attorney & Developer for sign by M/S. SAI DEVELOPERS, Office having at 7, SAI DHAM, Ground Floor, Virar Road, Tulinj, Nallasopara (E), for partner 1. SHRI SHRIRAM RAMSUMIRAN YADAV, 2. SHRI PREMJI J. JOSHI 3. SHRI DATTATRAY HARICHANDRA AWLE. All are adults hereinafter called Owner through Developers. (Which expression shall unless if be repugnant to the context or meaning thereof, be deemed to include the Owner & Partners of Developers for the time being of the said firm, their Survivor or Survivors or the heirs, executors, administrators and assigns) of the FIRST PART.

AND

- 1. MR./MRS. shyam mahadev pandav Age 49 years
Occupation Sewire
- MRS. Vijaya shyam pandav Age 47 years
Occupation House Wife
- Residing at New zafalwadi Room no 346
Behind police Quater Tardio Mumbai
(hereinafter called "THE PURCHASERS" (which expression shall unless if be repugnant to the context or meaning thereof be deemed to include the said persons and their heirs, executors, administrators and assigns) of the SECOND PART.



Dual

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32/11/1 2004/05

SMT Vijaya shyam pandav



AUTHORISED SIGNATORY
For D. SAI CATHOLIC CO-OP BANK LTD

Bassein Catholic Co-op Bank Ltd
Zenda Bazar Branch, Zenda Bazar,
Vasai, District Thane-401201

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his/her/their heirs, executors, administrators and assigns) of the **SECOND PART.**

WHEREAS

- a) The Owner are absolutely seized and possessed of or otherwise well and sufficiently entitled to the land situated at Village Nilemore, within the limits of Nallasopara Municipal Council & Sub registered limits of Vasai Sub Reg No. III, Nallasopara, Tal. Vasai, Dist. Thane S.No.287, H.No.3, Area H.R.O. 0-06-3 and S.No. 287 H.No. 11 H.R.O. 0-01-5 and more particularly described in the schedule hereunder written.
- b) **1. MR. GAJANAN ANANT PATIL 2. MR. VARDICHAND SUKHLAL SESODIA**, have executed Power of Attorney and conditional Development Agreement on Dt. 29.12.2003, in favour of, **M/S. SAI DEVELOPERS**, having office at 7, SAI DHAM, Ground Floor, Virar Road, Tulinj, Nallasopara (E) for Partners **1. SHRI SHRIRAM RAMSUMIRAN YADAV, 2. SHRI PREMJI J. JOSHI 3. SHRI DATTATRAY HARICHANDRA AWLE.** with a right to develop the land.
- c) **1. MR. GAJANAN ANANT PATIL 2. MR. VARDICHAND SUKHLAL SESODIA**, have given peaceful and vacant possession of the land to **M/S. SAI DEVELOPERS**, with a right to develop the land.
- d) The Development permission is granted to construct the residential buildings on the said land by the City and Industrial Development Corporation of Maharashtra Ltd., vide its letter bearing No.CIDCO/VVSR/BP 3160/W/ 3751, dated 18/11/2002.
- e) The Commencement Certificate as required under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also granted by the City and Industrial Development Corporation of Maharashtra Ltd., vide its letter bearing No.CIDCO/VVSR/BP 3160/W/2029, dated 09/01/2004.
- f) The said land has been converted into Non Agricultural from the Collector of Thane; vide its Order bearing No.REV/D-1/T-9/NAP/SR-105/2002 Dated 6/2/2003.
- g) The Builders are entering into several Agreement with several parties who may agree to take the said plot of land on ownership except and subject to such modifications as may be necessary or considerable, desirable that the Purchaser's the Builders/ Owner/Developers with a view ultimately that the Purchaser/s of the premises along with occupants of the other premises in the said plot of land shall form a co-operative Housing Society or Limited Company and the said



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plot of land together with the Building thereof will be conveyed as herein provided.

h) The purchaser/s has/have demanded from the Builders/Owner/Developers inspection of the aforesaid building plans, specification of the other documents referred to above including the agreement such inspection has been duly given to and taken by the purchaser/s. The purchaser/s has/have also satisfied himself/herself/themselves about the same.

i) The Builders, Owner/Developers have engaged the services of an Architect Shree Consultants registered No. C A /90/1288 with the council of Architect as structural Engineer for preparation of the structural drawings of the building and the Builders-Owner/Developers accepts the profession supervision of the Architect and structural Engineer till the completion of the building.

j) The Flat Purchaser/s demanded from the Builders-Owner/Developers and the Builders have been inspection to the Flat Purchaser/s all the documents of title relating to the said land, the development agreement and the plans designs, and specifications prepared by the Builders Architect SHREE CONSULTANTS and of such other documents as specified under the Maharashtra Ownership Flats (Regulations of the promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The Said Act") and the rules made there under, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

k) The Builders-Owner/Developers have supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flats Rules 1964 as demanded by the Purchaser/s.

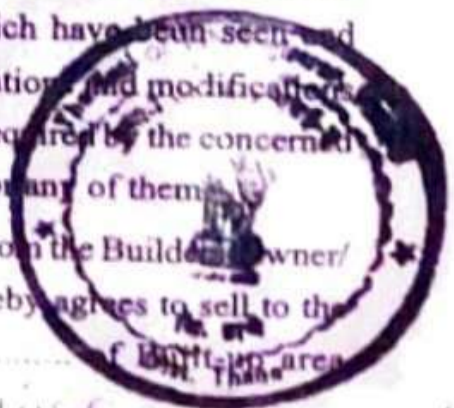
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Builders-Owner/Developers shall constructed the said building on the said plot of land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the flat purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

The Flat purchaser/s hereby agrees to purchase from the Builders-Owner/Developers and the Builders-Owner/Developers hereby agrees to sell to the Flat Purchaser/s one Flat bearing No. B/206 of the said area.

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24th March 2009



24th March 2009
Gandhi Jayanti
Gandhi Jayanti

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admeasuring 391.5 square feet of sq.meter 36.38 (which is inclusive of the area of balconies) on IInd floor, in wing No. B, in Building No. E as known in the floor thereof hereto annexed and marked Annexure "E" in the building known as **MAAULI APARTMENT** (hereinafter referred to as 'THE FLAT') for the Lumsum price of Rs. 3,04,500/- (Rupees Three lakh Four thousand Five hundred only) including the price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common facilities which are more particularly described in the second schedule hereunder written.

2. The said consideration of Rs. 3,04,500/- (Rupees Three lakh Four thousand Five hundred only) shall be payable in the following manner.

- | | | | | |
|----|-----------------------|-----|--|-------|
| a. | Rs. <u>2,00,000/-</u> | 1/- | on Booking of the Flat | (20%) |
| b. | Rs. <u>—</u> | 1/- | on Completion of Plinth | (15%) |
| c. | Rs. <u>—</u> | 1/- | on Completion of 1 st Slab | (10%) |
| d. | Rs. <u>—</u> | 1/- | on Completion of 2 nd Slab | (10%) |
| e. | Rs. <u>—</u> | 1/- | on Completion of 3 rd Slab | (10%) |
| f. | Rs. <u>—</u> | 1/- | on Completion of 4 th Slab | (10%) |
| g. | Rs. <u>—</u> | 1/- | on Completion of Brick Work & plastering | (15%) |
| h. | Rs. <u>—</u> | 1/- | on Completion of Flooring, Filing, Sanitary fitting and plumbing | (5%) |
| i. | Rs. <u>1,04,500/-</u> | 1/- | on at the time of possession | (5%) |

3. The Builders-Owner/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations, and restriction, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the flat to the flat purchaser/s, obtained from the concerned local authority occupation and/or completion certificateds in respect of the Flat.

4. The Builders-Owner/Developers hereby declares that the Floor Space Index available in respect of the said land is 656.28 square meters only and the part of the said Floor Space Index has been utilized by the Builders-Owner/Developers elsewhere for any purpose whatsoever.

5. The Flat Purchaser/s agrees to pay to the Builders-Owner/Developers interest at Eighteen (18%) per cent annum on all the amount which is due and payable by the Flat Purchaser/s to the Builders-Owner/Developers

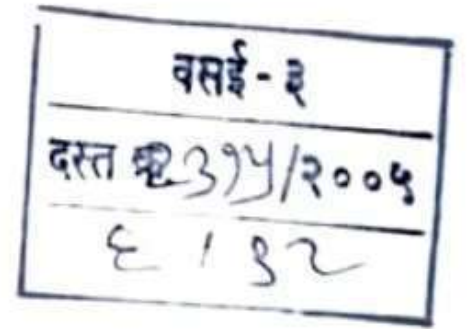
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agents as per the provisions of Section 8 of Maharashtra Ownership Flat Act by the aforesaid date or dates prescribed in Section 8 of the act, then the Builders shall be liable on demand to refund to the Flat Purchaser/s the amounts already received by them in respect of the Flat with simple interest at eighteen (18%) per cent, per Annum from the date the Builders-Owner/Developers received the sum till the date the Amount and interest thereon is repaid, provided that by mutual consent it is in section 8 have been satisfied or not will be referred to the competent authority who will act as an is refunded by the Builders-Owner/Developers to the Flat Purchaser/s they shall, subject to prior encumbrances, if any, be charge on the said land as well as the construction or builders in which the Flats are situated or where to be situated.

PROVIDED that the Builders-Owner/Developers shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- i) non-availability of steel, cement, other building materialism water or electric supply.
- ii) War, civil commotion or act of God,
- iii) Any notice, order rule, notification of the Government and/or other public or competent authority.

10. The Flat Purchaser/s shall take possession of the Flat within seven days of the Builders-Owner/Developers giving written notice to the Flat Purchaser/s intimating that the said Flat are ready for use and occupation.

11. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose residence

12. The Flat Purchaser/s along with other Purchaser/s of Flat in the building shall join in forming and registering the society or a limited company to be known by the name as

"MAAULI APARTMENT CO-OPERATIVE HOUSING SOCIETY

LTD." The Flat Purchaser/s will from to time sing and execute the for registration and/or membership and other papers and documents for the formation and registration of the society or limited company and for becoming a member, including the bye/laws of the proposed society and fail in, sign and return to the Builders-Owner/Developers within seven of the same being forwarded by the Builders to the Flat Pure users, so as to



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under the terms of this agreement from the date of the said amount is payable by the Flat Purchaser/s to the Builders-Owner/Developers.

6. On the Flat Purchaser/s committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to the Builders-Owner/Developers under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoing) and on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders-Owner/Developers shall be entitled at their own option to terminate this agreement.

PROVIDED always that the power termination herein before contained shall not be exercised by the Builders-Owner/Developers unless and until the Builders-Owner/Developers shall be given to the Flat Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to be terminated the agreement and default shall have been made by the Flat Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this Agreement as aforesaid, the Builders-Owner/Developers shall refund to the Flat Purchaser/s the Installments of sale price of the Flat which may till have been paid by the Flat Purchaser/s to the Builders-Owner/Developers but the Builders-Owner/Developers shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded and upon termination on this agreement and refund of aforesaid amount by the Builders-Owner/Developers, the Builders-Owner/Developers shall be at liberty to dispose off and sell the Flat to such person and to such price as the Builders-Owner/Developers may in their absolute discretion think fit.

7. The Fixtures, fittings and amenities to be provided by the Builders-Owner/Developers in the premises and the said builders are those that are set out in Schedule "D" annexed hereto.

8. The Builders-Owner/Developers shall give possession of the premises provided by the Builders-Owner/Developers in the premises and the said builders are those that are set in Schedule "D" annex hereto.

9. The Builders-Owner/Developers shall give possession of the premises to the Flat Purchaser/s on or before _____ day of _____. If the Builders-Owner/Developers fail or neglect to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond their control and of their own



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enable Builders-Owner/Developers to register the organization of the Flat Purchaser/s under Section 10 of the act within the time limited prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964, No Objection shall be taken by the Flat Purchasers if any changes or modifications are made in draft bye/laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of CO-OPERATIVE Societies of the Registrar of Companies as the case may be, or any other competent authority.

13. Unless it is otherwise agreed to by and between the parties hereto the Builders shall, within four months of registration of the society or limited Company, as aforesaid cause to be transferred to the society or limited company all the right, title and the interest of the Vendor and/or the Owners in the aliquot part of the said land together with the builders / by obtaining or executing necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance / assignment of lease shall be in keeping with the terms and provisions of this agreement.

14. Commencing a week after notice in writing is given by the Builders-Owner/Developers to the Flat Purchaser/s that the Flat is ready for use and occupation, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and builder/s-Owner/Developers namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidar, sweepers and all other expenses necessary and incidental to the management and maintenance's of the said land and building/s. Until the society limited company is formed and the said land building transferred to it the Flat Purchaser/s further agrees that till to the Flat Purchaser's share is so determined the Flat Purchaser/s shall pay to the Builder/s-Owner/Developers provisional monthly contribution of Rs. per month per sq.ft. towards Purchaser/s to the Builder/s-Owner/Developers shall not carry any interest and remain with the Builder/s-Owner/Developers until a conveyance/assignment is executed in favour of the society or a limited company as aforesaid, subject to the provisions of Section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deduction provided for in this agreement) shall be paid over by the Builders to the society or the Limited Company, as the case may be, The Flat Purchaser's undertake to pay such



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provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every months in advance and shall not withhold the same for any reason whatsoever.

15. The Flat Purchaser/s shall on a before delivery of possession of the said premises keep deposited with the Builder/s-Owner/Developers the following amount :-

- i) Rs. 1000/- for legal charges
- ii) Rs. 600/- for share money, application, entrance fee of the society or limited company.
- iii) Rs. 1500/- for formation and registration of the society or limited company.
- iv) Rs. 400/- for proportionate share of taxes and other charges Rs.

16. The Builder/s-Owner/Developers shall utilize the sum of Rs. 3500/- (Rupees Three thousand five hundred only -) paid by the Flat Purchaser/s to the Builder/s-Owner/Developers of meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Builders in connection with formation of the said society, or as the case may be limited company, prepared its rules, regulations, and bye-laws and the cost of preparing and engrossing this agreement and the conveyance or assignment of lease.

17. At the time of registration that Flat Purchaser/s shall pay the Flat Purchaser/s share of stamp duty and registration charges payable, if any by the said society or limited company on the conveyance of lease or any documents or instruments of transfer in respect of the said land and the building to be executed in favour of the society or limited company

18. The Flat Purchaser/s or himse/f/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, both hereby covenant with the Builder/s-Owner/Developers as follows .

- (a) To maintain the Flat a Flat Purchaser/s own any good tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.
- (b) Not to store in the Flat any goods which are of hazardous, combustible or



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dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat on account of negligences or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the Breach.

(c) To carry at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Builder/s-Owner/Developers to the Flat Purchaser/s and shall not do or suffering to be done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser's shall be responsible and liable for the Consequences thereof to the concerned local authority and/or public authority.

(d) Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat and appurtenances thereto in good and tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. padres or other structural members in the Flat without the prior written permission of the Builders-Owner/Developers and/or society or limited company.

(e) Not to do or permit to be done any act or thing which may render void or avoidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(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 said land, the building in which the flat is situated

(g) Pay to the Builders-Owner/Developers within seven days of demand by the Builders-Owner/Developers his/her/their share of security deposit



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demanded by concerned local authority or government or giving water, electricity or any other service connection to the building in which the flat is situated.

(h) To bear and pay increase in local taxes, water charges, insurance and such other levy's, if any, which are imposed by the concerned local authority or Government and/or other public authority, on account of change of user of the Flat by the Flat Purchaser/s viz. user of any purpose other than residential purpose.

(i) The Flat Purchaser/s shall not let, sub-let, transfer assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Builders-Owner/Developers under this Agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has intimated in writing to the Builders-Owner/Developers.

(j) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at this inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/Limited Company regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) Till a conveyance of building in which Flat is situated is executed the Flat Purchaser/s shall permit the Builders-Owner/Developers and their surveyor and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

20. The Builders-Owner/Developers shall maintain a separate account in respect of sums received by the Builders Owners/Developers from the Flat Purchaser/s as advance of deposits, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoing, legal charges and shall utilize the amount only for the purposes for which they have been received.

Pradeep



22/11/2005
LH 7 of
Sd/- Vjaya Shyam Sharma

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21. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Flats or of the said land and Building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Buildings until the said land and Building is transferred to the Society/Limited Company as hereinbefore mentioned.

22. Any delay tolerated or indulgence shown by the Builders Owners/Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Builders Owners/Developers shall not be construed as a waiver on the part of the Builders Owners/Developers of any breach or non-compliance of any these terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Builders Owners/Developers.

23. The Flat Purchaser/s and/or Builders Owners/Developers shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration within the time limit prescribed by the Registration Act and the Builders will attend such office and admit execution thereof.

24. All notice 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 Flat Purchaser/s by Registered post A.D. / Under Certificate of Posting at his/her/ their address specified below :-

Shyam Mahadev Pandav &
Vijaya Shyam Pandav
Maawli App B/206, Nilgaon, Nallosopara (H)

25. The Builders Owners/Developers have agreed to sell the said Flat for the lump sum price of Rs. 3,04,500/- (Rupees Three lakh Four thousand Five hundred only only).

However the Builders Owners/Developers on the request of the Purchaser/s has/have Builders Owners/Developers executed this Agreement at the date and the market value of the aforesaid Flat/Shop as in the Government is Rs. 3,34,700/- (Rupees Three lakh thirty four thousand Seven hundred only only).

and therefore the Purchaser/s has/have paid the Stamp Duty amount into Rs. 7150/- (Rupees Seven thousand one hundred fifty only only).



Pradeep

24/11/2004 4:45 PM
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 2004 vijaya shyam pandav

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this said Agreement. However the Purchaser/s reserve his/her/their right to appeal against the Valuation fixed by the Government.

26. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flats in the said Buildings, if any, shall belong exclusively to the respective Flat Purchaser/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders Owners/Developers or the Society, or as the case may be, the Limited Company.

27. IT IS AGREED BETWEEN the Builders Owners/Developers and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed by way of T.D.R. then the Builders Owners/Developers are entitled to construct and dispose off the said additional construction and the Builders Owners/Developers have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary convent in the deed of conveyance to be executed in favour of Co-operative Housing Society shall be incorporated.

28. It is agreed that the Builders Owners/Developers shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to revise the buildings in respect of the said building and to buildings plans in respect of the said building and to utilize the total F.S.I. and the development rights available in respect of the property by suitably modifying the building plans in respect of the said premises as the Builders Owners/Developers may desire and the Purchaser/s hereby irrevocably consent to the right of the Builders Owners/Developers to revise and modify the building plans in respect of the said premises from time to time.

29. In the event of any society being formed and registred before the sale and disposal by the Builders Owners/Developers of all the premises, the power and the authority of the Society of Limited Company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builders Owners/Developers in respect of all the matters concerning the said Building and in particular the Builders Owners/Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof, PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society and/or Limited Company or Condominium of Apartment on being called upon by the Builders Owners/Developers without payment of



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any premium or any additional charges save and except Rs.250/- for the Share Money and Rs.100/- for Entrance Fee and such allotted Purchaser/s Transferee/s thereof shall not be discriminated or treated prejudicially by such Co-operative Society and/or Limited Company or Condominium of Apartment as the case may be.

30. The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builders Owners/Developers to the Government or City and Industrial Development Corporation or Municipality or to any other Public Body in respect of the said property, the same shall be reimbursed by the Purchaser/s in proportion to the area of his/her/their Flat.

31. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit if payable to the Nallasopara Municipality or the State Government or CIDCO or betterment charges or development tax or payment of a similar nature becoming payable by the Builders Owners/Developers the same shall be paid by the Purchaser/s to the Builders Owners/Developers in proportion to the area of the said premises and in determining such amount, the discretion of all Builders Owners/Developers shall be conclusive and binding upon the Purchaser/s.

32. The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builders Owners/Developers under this Agreement.

33. The Agreement shall always be subject to the Provisions of the Maharashtra Co-operative Societies Act, 1960 with rules made hereunder and also the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963.

CIDCO/VVSR/CC/BP-3160/
 6/2029 / Date: 09/01/07

मा. जिल्हाधिकारी ठाणे येथे
 यांचे वतीं वर मालम
 क्र 169 / एन पी एस शहर
 105 / 2002 दि. 06/02/03

SCHEDULE "A"

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of F.S.I. of Building No.1, totalling 56.28 Square Feet (Built-up Area) of the land bearing Survey No. 87, Hissa No. 3 & 11, admeasuring H.R.O. 780, assessed to Rs.72 paise, lying, being and situated at Village - Nilemore, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai -3 (Nallasopara).



Signature

24/11/07
 LHTG
 Smt. Vijaya Shyam Bhat

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SCHEDULE "B"

Flat No. _____, on the _____ Floor, Admeasuring _____ Square Feet or _____ Square Meter (Built-up Area), in Wing _____, in Building No.1, in the Building known as "MAAULI APARTMENT" constructed on F.S.I. of Building No. 1, total Admeasuring 656.00 Square Meter (Built-up Area), out of the land bearing Survey No. 287, Hissa No. 3 & 11, admeasuring H.R.O. 780, assessed to Rs.72 paise, lying, being and situated at Village - Nilemore, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai -3 (Nallasopara).

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

SIGNED AND DELIVERED by _____)
 by M/S. SAI DEVELOPERS, for Partner _____)
 in the presence of Dattatray H. Durele)

Durele

WITNESSES :

1. अरुणा कृष्णा देसाई)
2. विसल यलप्पा वलरकर)

[Signature]

विसल

SIGNED AND DELIVERED by the withinnamed)
 "THE PURCHASER/S")

MR./MRS./SMT. shyam mahadev pandav)
 & smt. vijaya shyam pandav)

श्याम महिदेव पांडव

in the presence of _____)

[Signature]

L.H.T.

WITNESSES :

1. अरुणा कृष्णा देसाई)
2. विसल यलप्पा वलरकर)

[Signature]

विसल



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RECEIPT

RECEIVED the day and the year first hereinabove written of and from the withinnamed PURCHASER/S the sum of Rs. २,००,०००/-

(Rupees Two lach only _____)

_____ only) as and by way of Earnest Money, to be paid by him/her/them to us.

WITNESSES :

1. Arun Krishna Desai

2. Vimal Yallega Vanaskar.

WE SAY RECEIVED

For SAI DEVELOPERS

[Signature]

Partner



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AMENITIES

SCHEDULE "D"

Structure	:	R.C.C/ Frame structure
Plaster	:	Double coat sand face plaster from outside and neeru finish from inside.
Windows	:	Aluminium Sliding Windows.
Doors	:	Main door will be flush door with sun mica finish, having a call bell and magic eye and Attractive door fittings.
Floor	:	Spartex flooring for all the rooms will be provided.
Kitchen	:	Raised Kitchen Platform with green marble stone on top and steel sink.
Bathroom	:	Full height glazed tiles with Kato flooring with loft and sintex door
W.C.	:	W.C. with 3 height glazed tiles, sintex door.
Wash Basin	:	White wash basin.
Electrification	:	Copper Electric Wiring with the extensive layout.
Plumbing	:	Concealed Plumbing with Bath and WC and Kitchen G.I.Pipe plumbing.
Paint	:	Outside Snowcap sandex and Internal White wash will be provided.

SPECIAL AMENITIES

- 1 Fan & 1 Tubelight in Main Hall.
- 1 Fan & 1 Tubelight in Bedroom.
- 1 Tubelight in Kitchen.
- Water Tank on Bathroom
- Grills on all Windows.

Pradeep

अध्याम मदी देव पांडे



CIDCO

INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist Thane - 401 210
PHONES (Code - 95250) 2390486 / 2390487 • FAX (Code - 95250) 2390466

CIDCO/VVSR/CC/BP-3160/W/2029

Date 09/01/2004

To,
Shri Gajanan Anant Patil &
Shri Vardichand Shukhalal Sisodiya,
Ashirwad, Nilemore,
Nallasopara(W), Tal. Vasai,
Dist. Thane.

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Sub: Commencement Certificate for the proposed Residential Building on land bearing S.No. 287, H.No.3 & 11, Village Nilemore, Tal. Vasai, Dist. Thane.

- Ref: 1) NOC for N.A. premission granted by CIDCO vide letter No. CIDCO/VVSR/NAP/BP-3160/W/3751, dated 18/11/2002.
2) N.A. Order No.REV/D-1/T-9/NAP/SR-105/2002, dated 6/02/2003 from the Collector, Thane.
3) T.I.L.R. M.R. No.983/97,dt.29/11/1997 of measurement.
4) Assurance letter Nallasopara Municipal Council vide letter dated 8/01/2002 for potable water supply.
5) NOC for construction work from Nallasopara Municipal Council vide letter dt. 8/01/2002.
6) EE(BP-VV)'s Report dated 6/05/2002.
7) Your Architect's letter dated 7/01/2004.

Sr/Madam,

Development Permission is hereby granted for the Residential Building under Sec.45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII of 1966) to Shri Gajanan Anant Patil & Shri Vardichand Shukhalal Sisodiya.

This drawing shall be read with the conditions mentioned in the letter No. CIDCO/VVSR/CC/BP-3160/W/2029, dated 09/01/2004. The detail of the building are given below.

1) Location	:	S.No. 287, H.No.3 & 11, Village Nilemore.
2) Building No.	:	1 (ONE).
3) No. of floors	:	G + 2.
4) Use	:	Residential.
5) No. of Tenements	:	24 Flats.
6) Built-up Area(Prop.)	:	656.28 sq.m.

Contd...2..

2nd Floor, Nariman Point, Mumbai - 400 025 • Tel. 22 2579 • Fax 00-91-22-2202 7509
C/O Bhawan, CBD-Belapur, Navi Mumbai - 400 101 • Tel. 91-22-5591 8166



CIDCO

INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210
PHONES : (Code - 95250) 2390486 / 2390487 • FAX : (Code - 95250) 2390486

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Date
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This order is to be read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year commencing from the date of its issue.

The amount of this Rs. 16,500/- (Rupees Sixteen thousand five hundred only) deposited vide challan No.7749, dated 7/01/2004 with CIDCO as interest free Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other building Control Regulations & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation.

You are required to submit firm commitment from Nallasopara Municipal Council for potable water supply before applying for plinth completion certificate.

Encl: a/a.

Yours faithfully,

ASSOCIATE PLANNER/ ADDL.TPO (W)



OFFICE : 'NIRMAL', 2nd Floor, Nariman Point, Mumbai
OFFICE : CIDCO Bhavan, CBD-Belapur, Navi Mumbai

2202 2579 • Fax: 00-91-22-2202 2509
Fax: 00 91 22-5591 8166

Nilesh G. Gharat

B.A.L.L.B.
ADVOCATE HIGHCOURT

212, SATYAM-SHIVAM SHOPPING CENTRE, 2nd. FLOOR, NALLASOPARA (W) TAL. VASAI, DIST. THANE. ५ :

Date 22/4/2002

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

SUM: In the matter of title certificate in respect of Survey No.287, Hissa No.II, Area 0.01.3 HR, assessed at H. 0.16 paise lying, being and situated at Village Nilemore, within the limits of Nallasopara Nagar Parishad, Taluka Vasai, District Thane, AND within the limits of Sub-Registrar Vasai, Vasai III, Nallasopara and Registrar Thane (hereinafter referred to as SAID LAND for Brevity's sake).

THIS IS TO CERTIFY that I have gone search through the search report and investigated the title of the said land for period of last thirty years i.e. from year 1972 to 2002 vide Receipt No.259/02 Dated 15/02/02 and perusal of available records from the office of Sub-Registrar and available revenue records, I found that title of said land is clear and marketable and free from all encumbrances.

AND I hereby certify that the title of the said land is clear and marketable and free from all encumbrances, as seen from the records provided to me by the owner.

Nilesh G. Gharat

NILESH G. GHARAT
ADVOCATE.

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Date: 29/1/2009

TO WHOMSOEVER IT MAY CONCERN

SEARCH REPORT

In the matter of Search Report in respect of Survey No.287, Hissa No.11, Area HR, accessed at Rs.0.16 paise lying, being and situated at Village Nilemore comes in the limits of Nallasopara Nagarparishad, Taluka Vasai, District Thane, AND in the limits of Sub-Registrar Vasai III, Nallasopara and Registrar Thane, matter referred to as the SAID LAND for brevity's sake)

The Land Owner Shri Gajanan Anant Patil taken search through the Mr. Vinayak from the office of Sub-Registrar, Vasai and Nallasopara for period of thirty years from year 1972 to 2002 vide Receipt No.259/02 dated 15/02/2002. I have gone through the search which is taken as mention above.

As per entry in the year 1987 that Mr. Gajanan Anant Patil and Mr. Wardman and Sukhlal have purchased the said land from Shri Rama Krishna Patil through the registered Sale Deed of Rs.40,000/- (In Words Rupees Forty Thousand only) which is registered at Sub-Registrar office Vasai on 16/6/87 at Serial No 253.

Thus the said land comes in name of present owner.

Following are the findings which are found in search.

FINDING

Photo	Regular
Nil	Nil
Nil	Nil
Nil	Nil
Torn	Torn
Nil	Nil
Torn	Torn
Torn	Torn
Torn	Torn
Torn	Torn
Torn	Torn
Torn	Torn
Torn	Torn
Torn	Nil
Torn	Nil
Nil	Nil
Nil	Empty



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 २९/३२

Nilesh G. Gharat

B.A.L.L.B
ADVOCATE HIGHCOURT

2

OFFICE : 212, SATYAM-SHIVAM SHOPPING CENTRE, 2nd. FLOOR, NALLASOPARA (W), TAL. VASAI, DIST. THANE. ☎ :

Date : _____

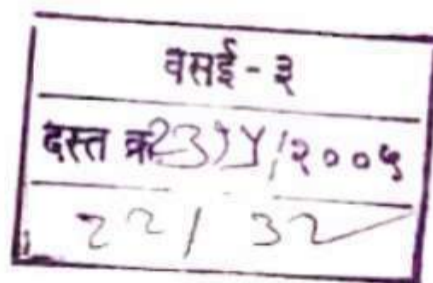
1988	Nil	
1989	Nil	Torn
1990	Nil	Torn
1991	X	Torn
1992	X	Nil
1993	X	Nil
1994	X	Nil
1996	X	X
1997	X	X
1998	X	X
1999	X	X
2000	X	X
2001	Index II is not Ready	X
2002	Index II is not Ready	Index II is not Ready

N.B. : X - This sign indicates that from the year 1991 to 2000 both photo stated and Regular books are send for Computer Feeding to the Registrar Office, Thane..

Barring these entries there reveal no charge or any kind of encumbrances over the said land.

N.B. This search Report is Subject to torn, mutilated Registers, unready and unavailable records.

Nilesh G. Gharat
(NILESH G. GHARAT)
ADVOCATE.



Nilesh G. Gharat

B.A.L.L.B.
ADVOCATE HIGHCOURT

Date: 22-11-2022

TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

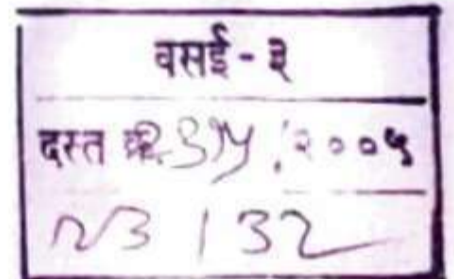
1. In the matter of title certificate in respect of Survey No.287, Hissa No. 3, Area 0.06.2 HR, accessed at Rs.0.50 paise lying, being and situated at Village Nilmore within the limits of Nallasopara Nagar Parishad, Taluka Vasai, District Vasai, AND within the limits of Sub-Registrar Vasai, and Registrar Thane (matter referred to as SAID LAND for brevity's sake).

2. THIS IS TO CERTIFY that I have gone through the search report though I have found an entry of Mortgaged Deed of Rs.10,000/- with the Bassein Catholic Bank, Vasai in the year 1974. But looking to the present revenue records available from the Revenue authority and Sub Registrar Office, on perusal of Seven Twelve (7/12) of said land and also mutation entry No.1, 70, 974, 739 and 2281 of said land Nilmore and I found that at present the title of said land is clear and free from all encumbrances.

3. I hereby verify that the title of Owner of the said land is clear and free from all encumbrances, as seen from the records available from the Revenue office and provided to me by the owner.

(Signature)

NILESH G. GHARAT
ADVOCATE,



Date 22/11/11

TO WHOMSOEVER IT MAY CONCERN

SEARCH REPORT

Sub: In the matter of Search Report in respect of Survey No 287, Hissa No 3, Area 0.06.2 HRL, accessed at Rs 0.50 paise lying, being and situated at Village Nilemore corner, within the limits of Nallasopara Nagarparishad, Taluka Vasai, District Thane, AND within the limits of Sub-Registrar Vasai III, Nallasopara and Registrar Thane., (hereinafter referred to as the SAID LAND for brevity's sake).

AND the Land Owner Shri Gajanan Anant Patil have taken search of said land through Mr. Vinayak Desle from the office of Sub-Registrar, Vasai, Vasai III, Nallasopara for period of thirty years i.e. from year 1972 to 2002 vide Receipt No 257/02 dated 5/02/2002.

I have gone through the search report which was taken as mentioned above. I found that in the year 1974 Mr. Bastay Gabriel Louis Dibrito, Mr. Inas Sabastin Dibrito, Mr. Lotus Sabastin Dibrito had mortgaged the said land for Rs.10,000/- with the Bassein Catholic Bank, Papdi.

Registers from the year 1990 to 2000 have been send for the Computer feeding at Registrar office, Thane. I gone through the seven Twelve extract of said land and mutation entry No.228-1 of Village Nilemore. I found that the present revenue records do not reveal any charge or any kind of encumbrances over said land.

Findings of this search report are as under:

Sl. No.	FINDING	
	Photo	Regular
72	Nil	Torn
73	Torn	Nil
74	Torn	Entry
75	Torn	Torn
76	Nil	Nil
77	Torn	Torn
	Torn	Torn
	Torn	Torn
	Torn	Torn
	Torn	Torn
	Torn	Torn
	Torn	Nil
	Torn	Nil
	Torn	

