



दस्तावेज क्रमांक व वर्ष: 1905/2005

Wednesday, January 02, 2007

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दुयम विभागक: वसाई 3

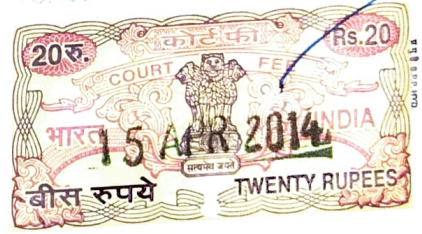
नोंदणी 63 म

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. 11

गावाचे नाव : आचोळे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 331,500.00
बा.भा. रु. 361,950.00
- (2) भू-भापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 119/-/-/- वर्णन: विभागाचे नाव - मौजे (गांव) आचोळे क्रमांक (नालासोपारा नगरपालिका), उपविभागाचे नाव - 10/88 - सभाव्य विनशेतीच्या जमिनी 11.3. सदर मिळकत सर्व्हे, नंबर - 119 मध्ये आहे. सदनिका क्र - जी/2 , तळमाळा , "स्वाती-अ", गगन विहार कॉम्प्लेक्स.
(1)बांधीव मिळकतीचे क्षेत्रफळ 38.1 चौ.मी. आहे.
- (3)क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे, नाव व संपूर्ण पत्ता (1) मे.आकश लॅन्ड डेव्ह तर्फे भागिदार श्री यतिन एस नाईक - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: विरार पू; तालुका: वसाई; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) श्री अभय डी नाईक - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: लोढा नगर; ईमारतीचे नाव: कुपा नगर; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: नालासोपारा पू; तालुका: वसाई; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 11/03/2005
- (8) नोंदणीचा 11/03/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 1905 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 8229.50
- (11) बाजारभावाप्रमाणे नोंदणी रु 3620.00
- (12) शेरा



खरीप्रत

बदलुयम निबंधक, कॉपी
पर्सनल क्र. 1



बदलुयम निबंधक श्री सावित्री कुंकुण
बांधी अर्ज क्रमांक 9592/98
पत्राचे बांधी विभागे आहे. 9/01/07

बदलुयम निबंधक, कॉपी
पर्सनल क्र. 2

वर्ग-३
दस्त क्र. ०३०/२००९
२/२९

A N D

MRS. SHARDA SHANTARAM RANE, Age about 56 years, & MR. VIKAS SHANTARAM RANE, Age about 32 years, both adults, Indian Inhabitants, residing at Jafar Baba Co-op. Hsg. Soc. Ltd., Room No.20, Mount Merry Road, Bandra (West), Mumbai- 400 050, hereinafter called "THE TRANSFEREES" (which expression shall unless it be repugnant to the meaning or context thereof be deemed to include their heirs, executors, administrators and assigns) of the **SECOND PART:-**

WHEREAS:-

A] The TRANSFEROR is the member of **SWATI CHITRA CO-OPERATIVE HOUSING SOCIETY LIMITED.** registered under Maharashtra Co-operative Societies Act, 1960 bearing registration No. **TNA/VSI/HSG/TC/14529/2003-2004,** at Survey No.119, Hissa No.3, Village **Achole,** Situated at Gagan Vihar Complex, Achole Road, Nallasopara (East), Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai III, Nallasopara, and as such member of the said society, the transferor is entitled to five (5) shares of the said society, the face value of Rs.50/- each, share certificate No. Distinctive nos. from to hereinafter for brevity's sake collectively referred to as "THE SAID SHARES" said have been holding the Flat bearing No.G-2, "A" Wing, on Ground Floor, admeasuring 410 Sq. Ft. [Built up area] i.e. 38.10 Sq. Mtrs [Built up area] in the building known as **SWATI CHITRA CO.OP. HSG. SOC. LTD.** Constructed on land bearing Survey No.119, Hissa No.3, Village **Achole,** situated at Gagan Vihar Complex, Achole Road, Nallasopara (East), Taluka Vasai, District Thane, [hereinafter for brevity's sake collectively referred to as "THE SAID FLAT"].

शारदा शांता शंता
शरदा
AD/Verdick

क्र.सं-3
दस्तावेज क्र. 030/2005
3/23

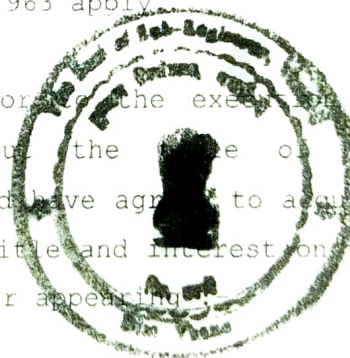
B] The transferor had purchased the said Flat from M/S.AAKASH LAND DEVELOPEPRS, vide agreement for sale dated 11/3/2005 & Regd. No.01905/05.

C] The TRANSFEROR is ready and willing to sell, transfer rights, title and interest and five shares and the said Flat to the TRANSFEREES which the TRANSFEREES have agreed to purchase for a lump sum price of **Rs.6,00,000/- (Rupees Six Lacs Only)**.

D] The TRANSFEROR herein has obtained permission from the society to sell the said Flat to the TRANSFEREES herein, and the society has agreed to transfer the said Flat in the name of the TRANSFEREES.

E] The said flat is being purchased by the TRANSFEREES for Residential purpose and to which the provision of the Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) act, 1963 apply.

F] The TRANSFEREES have prior to the execution of the Agreement satisfied about the title of the TRANSFEROR to the said Flat and have agreed to acquire the said Flat and the right, title and interest on the terms and conditions hereinafter appearing.



NOW, THEREFORE, THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1] The TRANSFEROR have agreed to transfer the right, title and interest to the TRANSFEREES in the said Flat for a total consideration of **Rs.6,00,000/- (Rupees Six Lacs Only)**.

Signature

वर्ग-3
दस्तावेज नं. 8038
8129

2] The TRANSFEREES has paid the sum of **Rs. 6,00,000/- (Rupees Six Lacs Only)** to the Transferor as and by way of Full and Final payment of the said Flat herein above mentioned [the payment and receipt whereof the Transferor do hereby admit and acknowledge of and from the TRANSFEREES].

3] It has been mutually agreed that there has no dues payable by the TRANSFEREES to the Transferor and the Transferor had delivered the TRANSFEREES the peaceful vacant possession of the said flat and the original share certificate herein before recited from execution this Agreement.

4] TRANSFEROR hereby has agreed to give to the TRANSFEREES all the original documents related to the said Flat through which the TRANSFEROR become the owner of the said Flat.

5] The TRANSFEROR declare that no person except himself has any share, right, title or interest of whatsoever nature in the said Flat and further declare that he has not entered into any agreement for sale, agreement to lease or any other agreement in respect of the said Flat or any part thereof and that no loans have been obtained by the TRANSFEROR by mortgaging the said Flat or any portion thereof.

6] The TRANSFEROR hereby declare that he has paid all dues towards the Municipality Taxes, Electricity and Water Charges, Maintenance Charges, Society Charges etc. in respect of the Flat for the period ending of this Agreement. The TRANSFEROR hereby agrees and undertakes to indemnify and keep indemnified the TRANSFEREES against payment of such charges for the said period.

शासक शासक

Signature

Admission

वर्ग-३
दस्त क्र. ६५/२००९
५/२९

7] The TRANSFEREES shall has no claim save and except in respect of the Flat hereby purchased by him the common passages and the common amenities provided by the society in the said Flat.

8] The TRANSFEREES shall not throw nor shall allow or cause to be thrown any dirt, rubbish or garbage or any other refuse out of the Flat or any part thereof the said building.

9] The TRANSFEROR shall transfer the electricity meter in the said Flat on the name of the TRANSFEREES.

10] The TRANSFEREES hereby convenient to keep the walls, sewers, pipes and appurtenances thereto belonging in good and tenantable conditions so as to support the shelter and protect the parts of the said building.

11] The Transferor hereby agrees to transfer the amount paid for formation of such society and membership share thereof to the name of the TRANSFEREES.

12] The TRANSFEREES shall not use nor shall allow or cause to be used the said Flat or any part thereof for any purpose which may or which is likely to cause nuisance to the occupants or other tenants in the said building nor use the said Flat for any illegal or immoral purpose.

13] The TRANSFEREES accepts the construction and fittings etc. in respect of Flat to be satisfactory as on the execution of this Agreement and shall not call upon the Transferor to cause any additions, alteration or repairs to the Flat occupied by him nor shall hold the Transferor liable for any defect in the said construction.

शारदा शां राठो

SKR
A/Dalal

6
 ३६-३
 ०३०
 १२००५
 ६१२५

14] Save as otherwise provided herein above all out of pocket costs charges and expenses for incidental of this Agreement, registration fee and other deeds, documents and writing to the execution of and in pursuance thereof, shall be borne and paid by the mutual consent of both the parties.

15] The Agreement is subject to provision of Maharashtra Ownership Flat (Regulations of the Promotion of Construction sale, management and Transfer) Act, 1963 with rules made there under.

THE SCHEDULE OF THE PROPERTY

The Flat bearing No.G-2, "A" Wing, on Ground Floor, admeasuring 410 Sq. Ft. [Built up area] i.e. 38.10 Sq. Mtrs [Built up area] in the building known as **SWATI CHITRA CO.OP. HSG. SOC. LTD.** Constructed on land bearing Survey No.119, Hissa No.3, Village Achole, situated at Gagan Vihar Complex, Achole Road, Nallasopara (East), Taluka Vasai, District Thane, within the area of Sub Registrar of Assurances At Vasai-III, Nallasopara.

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

SIGNED AND DELIVERED BY THE)
 Within named TRANSFEROR)
 MR.ABHAY D. NAIK)
 in the presence of)

AD Naik 

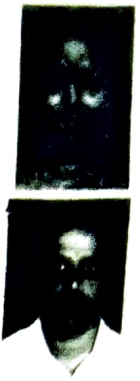
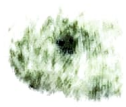


1. Naik
2. Naik

SIGNED AND DELIVERED BY THE)
Within named TRANSFEREES)
MRS. SHARDA SHANTARAM RANE)
MR. VIKAS SHANTARAM RANE)
in the presence of)

शारदा शां राणे

SVRane



1. Anvik

2. K. Saurit

वसई-३
दस्त क्र. 039/2009
6/29

RECEIPT

RECEIVED on or before the execution hereof, of and from the within named TRANSFEREES, a sum of Rs.6,00,000/- (Rupees Six Lacs Only) as and by way of Full and Final payment to be paid by him paid to me.

AMOUNT	DATED	CHEQUE NO.	BANK NAME
50,000/-	31/3/09	Cash	-----
1,50,000/-	31/3/09	473809	Corporation Bank Bandra (W)
2,92,517/-	09/4/09	Pay Order 141374	Corporation Bank Bandra (W)
1,07,483/-	08/5/09	Cash	-----

Rs.6,00,000/-

WITNESSES:-

I SAY RECEIVED,

1. Anvik

2. K. Saurit

Anvik

(Transferor)



शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मधील

सिद्धी व सुविधा साधण्यासाठी, सुरक्षा प्रयत्नां, मार्ग (पथ), डि. ऑफ़ प्लान २०० (दुसरी) (१९९२) - ११४४२६ - ११४४२७ रस्ता: ११४४२६, २७

संख्या: CIDCO/VVSR/8P/ZCC-20/E/119-A/10/98

Shri. R. K. Wadhvani (C. A. Holder)
 Devan Gowri
 Havghar, Vasai (E)
 Taluka Vasai
 Dist. Thane.

दिनांक - ३/०६/१०/२०
 दस्त क्र. ६३/२००९
 ८१२७

Sub: Amended plan approval for Pocket P2 of Group Housing Scheme in S.No.119(New)/22(Old), H.No. 1, 2, 3, 4, 5, 7, 8 & 14 (ZCC-20 layout), Vasai (E), Taluka Vasai, Dist. Thane

- Ref:
- 1) Commencement Certificate No. CIDCO/VVSR/3P/ZCC-1/174382 dated 12/05/95.
 - 2) This office letter No. CIDCO/VVSR/8P/ZCC-20/E/51 dated 01/11/95.
 - 3) This office letter No. CIDCO/VVSR/8P/ZCC-20/E/53 dated 18/03/96.
 - 4) This office letter No. CIDCO/VVSR/8P/ZCC-20/E/65 dated 31/05/96.
 - 5) This office letter No. CIDCO/VVSR/8P/ZCC-20/E/74 dated 05/11/96.
 - 6) This office letter No. CIDCO/VVSR/8P/ZCC-20/E/22/1 dated 06/08/98.
 - 7) This office letter No. CIDCO/VVSR/8P/ZCC-20/E/236 dated 10/05/2000.
 - 8) Your architect's letter dated 03/09/2008.

Sir,

With reference to your architect's letter referred above please find enclosed herewith approved amended plans for Pocket P2 Group Housing Scheme in S.No.119(New)/22(Old) H.No. 1, 2, 3, 4, 5, 7, 8 & 14 (ZCC-20 layout), Vasai (E) Taluka Vasai, Dist. Thane.

The amended plan duly approved herewith supersedes all the earlier approved plans of this building. The conditions of commencement certificate and subsequent amended plans approvals, granted under above orders stands applicable to this approval of amended plans alongwith following conditions:-

- 1) The occupancy certificate for this building will be issued only after provision of potable water is made available to each occupant.

Contd.... 2



वसई

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

महाराष्ट्र शासन, नगर विकास विभाग, मुंबई (पुणे) जि. ठाणे ४०१ २१० दुरधनी - (११२) - ११४४२१ - ११४४२० फवस. ११४४२१/२००५

दिनांक:

- 2) You shall reclaim the entire site and shall establish 20 M. D.P. road before applying for occupancy date for building 'D' & 'E'.
- 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM. & 1.33 CUM. capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.
- 5) The Special Planning Authority reserves the right to enter the premises for inspection of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.

Establish
दस्त क्र. १०५/२००५
६/२९

Yours faithfully,

[Signature]
ASSOCIATE PLANNER/ATPO (VVBP)

c.c.to :-

M/s. Shah Gattani Consultants, Architects
105, Lucky Palace, Station Road,
Vasai (W), Taluka Vasai
DIST : THANE.

वसई - ३
दस्त क्र. १०५/२००५
३३/००



पुणे जिल्हा/सतारा-२००५

वर्ग-३
दस्त क्र ०५०/२००५
१६/१२१

परिमाण :-

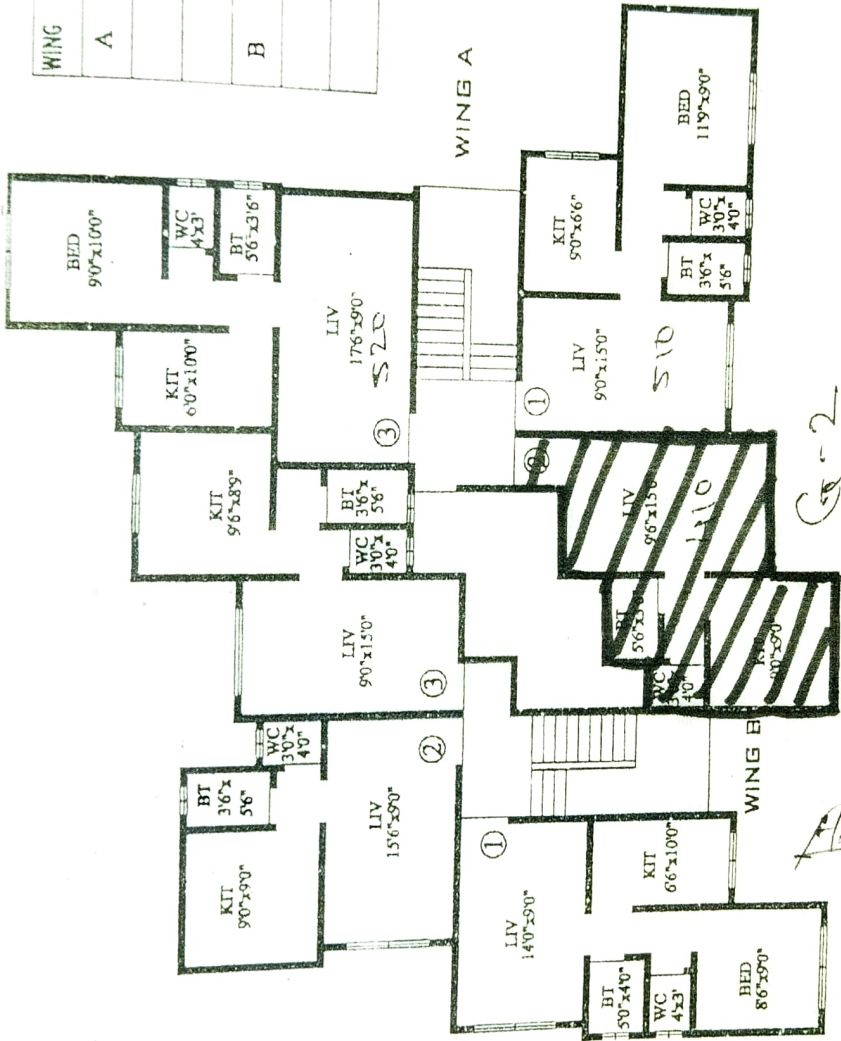
श्री. गोविंद व श्री. हरि सा. कार्ड यांचा जमीनीस इंग्लीश या. क्र. मध्य. का. १
२००५/सतारा-२००५ दिनांक २२-११-१९९० अन्वये दिलेल्या विनोदाची बाबतचे स. नं. ३
३३ दर्शविल्यावर पत्रा :-

क्र. नं.	श्री. गोविंद व श्री. हरि यांचे नांव	स. नं./दि. नं.	क्षेत्र	
			चि. मी.	आकार
			व.	द.
१.	श्री. गोविंद काशिनाथ पत्रा व उत्तर	१४(१०)७	१३२०.००	१.१९
		१७(२६४)५/७	२३५०.००	१.५०
		६२(२८)७	२१५०.००	१.३२
		६८(२६)८/४	१०१०.००	१.००
		६२(२४)१०	२००.००	०.१९
		६२(२८)९	११९०.००	१.३१
		११९(२२)१६	२१७०.००	१.६२
२.	श्री. जयराज काशिनाथ पाटील व उत्तर	पत्रा नं. ११ पे.	३२००.००	०.५६
३.	श्री. हरिचंद्र काश्या पाटील व उत्तर	१८(१४)२/३	२९२०.००	२.६९
		१८(१४)८/१	५६०.००	०.२१
४.		५९(२२)१/३	२१००.००	१.८८
५.	श्री. गोविंद पुन्नीवाड कार्ड पाटील व उत्तर	६४(१८)१	८०.००	०.०६
		६४(१८)२	८०.००	०.०६
६.	श्री. रामकांत जयसिंग सोयल उत्तर	१८(१४)७	११०.००	०.०५
७.	श्री. जयराज भास्कर पाटील	१८(१४)५	१०.००	०.०५
		५७(२६४)५/१	१६२०.००	१.३६
		५७(१८)५	१३१०.००	१.०९
८.	श्री. जयराज भास्कर पाटील	पत्रा नं. ११ पे.	१५००.००	०.२५
९.	श्री. गोविंद पुन्नीवाड कार्ड व उत्तर	५७(२६४)५/२	१०.००	०.०५
१०.	श्री. गोविंद हरि व उत्तर	१८(१४)९	१४१०.००	१.१७
११.	श्री. जयराज भास्कर	१८(१४)१	३८७०.००	३.२३
१२.		१२(१२)	११००.००	०.९१
१३.	श्री. गोविंद पुन्नीवाड कार्ड व उत्तर	५७(२६४)५/२	११२०.००	०.९३
		५७(२६४)५/६	९४०.००	०.७८
		१७(२७)५/४	५३०.००	०.४४



वर्ग-३
दस्त क्र १०५/२००५
३९/१४४

WING	FLAT No.	AREA IN SQFT.
A	1	510
	2	405
	3	520
B	1	465
	2	380
	3	395



GROUND FLOOR PLAN

वमई - ३
दस्त क्र. १०१/२००९
१०/२९



शारदा शा. सुर्वेकार

वमई - ३
दस्त क्र. १०१/२००९
१०/२९

SHAH GATTANI CONSULTANTS
ARCHITECT & ENGINEERS
103, LUCKY PALACE, 6TH ROAD VAGAJ (W)
☎ 912/ 333942/331384

SWATI BUILDERS & DEVELOPERS
AAKASH LAND DEVELOPERS
VIRAR (E)
PH. 912/ 403897
MUMBAI. 9963698/38927

GAGAN VIHAR COMPLEX
S. No. 119(N) 22(O)
H.No. 1,2,3,4,5,7,8
VILL : ACHOLE.
TAL : VASAJ
NALLA BOPARA

2009

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वसई 3

दस्त क्र 4034/2009

20125

10 pm

वसई 3

क्रमांक : 4034/2009

प्रकार : करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाव: शारदा शांताराम राणे -
 पत्ता: घर/फ्लॅट नं: रू नं 20
 माल्ली/रस्ता: माऊंट मेरी रोड
 देशाचे नाव: जाफरबाबा सोसायटी
 देशाचे नाव: -
 पत्ता/वसाहत: -
 गाव/गाव: वांद्रे प
 जिल्हा: मुंबई
 वय: 50

लिहून घेणार
 वय 56
 सही



शारदा शां राणे

नाव: विकास शांताराम राणे -
 पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे
 माल्ली/रस्ता: -
 देशाचे नाव: -
 देशाचे नाव: -
 पत्ता/वसाहत: -
 गाव/गाव: -
 जिल्हा: -
 वय: -

लिहून घेणार
 वय 32
 सही



Signature

नाम: अभय डी नाईक -
 पत्ता: घर/फ्लॅट नं: जी-2
 माल्ली/रस्ता: आचोळे रोड
 देशाचे नाव: स्वाती चित्रा
 देशाचे नाव: -
 पत्ता/वसाहत: -
 गाव/गाव: नालासोपारा पृ
 जिल्हा: वसई

लिहून घेणार
 वय 42
 सही



Signature

नाम: AFDPN03

Agreement for Sale

OK in respect of

Flat/Shop No. *G-2* On *Ground* Floor

in

SWATI- A
CHITRA

Of

GAGAN VIHAR COMPLEX

Builders & Developers

AAKASH LAND DEVELOPERS

“Gagan Vihar Complex”, 60ft. wide Road, Near
Achole Talao, Nallasopara (East), Pin-401 209.

Tel.: 3091156/95250-403897/405645.

Kruper Nagar Building No. 2 R. No. 203.
Wadhwan Mangle Acharo P.O. Alambasopara (B)

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

WHEREAS

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दस्त क्र. १०५/२००५
२/४४

- i) One Rakeshkumar Kuldipsingh Wadhawan had made several separate and divergent agreements to purchase and acquire the several lands situate, lying and being at village Achole, Taluka Vasai, District Thane, including inter alia the lands described by their respective Survey Nos. in the **First Schedule** hereunder written and evolved a Group Housing Scheme (ZCC-20 Scheme) having several sectors and/or pockets.
- ii) Pocket P2 being part of the said ZCC 20 Group Housing Scheme would comprise the development of all those pieces or parcels of the land situate at village Achole, Taluka Vasai, District Thane and bearing Survey No. 119 (corresponding old Survey No. 22), bearing Hissa Nos. 1, 2, 3, 4, 5, 6, 7, 8/1 and 8/2, more fully and particularly described in the **Second Schedule** hereunder written;
- iii) By its order dated 31st October, 1996, bearing No. CIDCO/VVSR/BP-ZCC-20/E/7477, the CIDCO had sanctioned the construction of 9 buildings, with an aggregate built up area admeasuring 12882.47 Square Metres.
- iv) By its order No. CIDCO/VVSR/BP/ZCC-20/P2/1453 dated 6th March, 1998, the aforesaid sanctioned layout plan has been sanctioned to be amended by said CIDCO. Pursuant to the said amendment plan, construction of the following buildings is sanctioned

Table

Type of Building	No. of Buildings	Built up Area in Sq. Mtrs.
A	1	692.440
B	1	652.020
C	1	970.260
	1	975.250



F	1	530.050
G	1	652.805
A1	1	1552.760
A2	2	3076.600

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दस्त क्र. १०५/२००५
3188

Total 11 10366.690

all the aforesaid buildings to be constructed are known and described for the sake of brevity as the Pocket P-2, being part of the said ZCC-20 Group Housing Scheme.

- v) The Builders have informed that the aforesaid sanctioned and approved layout and building plans is valid and subsisting and in force and is not revoked by CIDCO;
- vi) The Collector, Thane vide his order dated 16/3/1996, bearing No. सामान्य/कस. १/टे.९/एनएपी/एसआर-९०/९५, granted necessary permission inter alia to put the lands described in the Second Schedule hereunder written to non-agricultural use.
- vii) The said Shri Rakeshkumar Wadhawan has developed part of the necessary infrastructure, that is constructed the asphalted roads, storm water drainage system, constructed water tank, installed street lights and sewage treatment plants, developed water resources, put up water pump houses in respect of certain portions of the lands falling within the said Pockets P-2 to P-7 and the development of the infrastructure for the remaining portions of the said Pockets P-2 to P-7 is in progress;
- viii) Pursuant to the schemes evolved by the said Shri Rakeshkumar Wadhawan, all the purchasers of the FSI and persons developing and constructing buildings in the Pockets P-2 to P-7 (including the Builders herein) and the prior Group Housing Schemes of the said Rakeshkumar Wadhawan which have been transferred by the said Rakeshkumar Wadhawan to one Sapphire Land Development Private Limited) known and described as Sector A and B and Pockets P2 to P-7 will form for their respective individual building or group of buildings co-operative housing societies and a Federal or Apex Co-operative Society (hereinafter referred to as "the Apex Body") of all such co-operative housing societies in Pockets P-2 to P-7 and the said Sector A and B will be formed and the said Federal Co-operative Society shall be named as "DEWAS RUP SINGH

K

FADNark



entrusted with the repairs and maintenance of the said common facilities, amenities and services for the benefit of the member co-operative societies and the said Shri Rakeshkumar Wadhawan shall execute or cause to be executed in favour of the said Apex Body a lease for a period of 5 years - 2 years in respect of the lands falling in sector A and B and the said Pockets P-2 to P-7 at a nominal rent of Rs. 1/- per annum.

5 years - 2
1/2009
2/2009

ix) By and under a writing made on or or about 5th November, 1996 and between the said Shri Rakeshkumar Wadhawan of the one part and the Builders of the other part, the said Shri Rakeshkumar Wadhawan agreed inter alia to transfer and assign to the Builders herein the rights and benefit arising out of and touching the several separate and diverse agreements made and executed by him with the owners of the properties described in the Second Schedule hereunder written and has likewise agreed inter alia to transfer and assign the benefit of the said CIDCO order dated 5th November, 1996 together with the right to use, consume and enjoy the FSI admeasuring 12,882.47 Square Metres sanctioned under the said CIDCO order and together furthermore with the right to commence, carry and construct buildings described in the Table set out hereinabove in recital (iv).

x) In the manner and under the circumstances aforesaid, the Builders have become entitled to commence, carry and complete the construction of the said several buildings of the type set out in the recital (iv) hereinabove.

xi) All the Buildings to be constructed on the said Properties described in the Second Schedule by the Builders herein and forming part of the said Pocket P-2 shall be known and described as the "GAGAN VIHAR COMPLEX".

xii) The Builders have completed the construction of two buildings on a portion described in the Third Schedule hereunder written and the said buildings are known and described as "Purva" and "Uttara".

xiii) The Builders have commenced the construction of two buildings on the properties described in the Fourth Schedule hereunder written and upon the completion of the construction of the said two Buildings, the said two buildings would known and described as "SWATI" and "CHITRA".

xiii) The Builders have the sole and exclusive right to sell the flats in the said two buildings, viz., "SWATI" and "CHITRA" being constructed by the Builders and to enter into agreement/s with the Purchasers of flats and to receive the sale price in respect thereof.



"SWATI" / "CHITRA" the Agreements under which the Builders have become entitled to the development of the said site of construction and the plans, designs and specifications prepared by the Architects of the Builders and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder including the extract of Village form No. VII and XII showing the nature of the title to the said site of the construction of the said "SWATI" / "CHITRA" and the copies of the plans and specifications of the said Building and the flat agreed to be purchased by the Purchaser. Hereto annexed and marked respectively as Annexure A, and B are the copies respectively of the village form No. VII/XII and relative Mutation Entries. A copy of the Title Certificate of Shri R.P. Joshi Advocate is annexed hereto and marked Annexure "C".

- xv) The Purchaser/s has/have made an offer to purchase and acquire the Flat No. 2-2 on the Ground floor of the building, "SWATI" / "~~CHITRA~~" and the Builders have agreed to allot to the Purchaser/s the said flat on the terms and conditions hereinafter appearing and at and for a total sale price of Rs. 3,31,500/- (Rupees Three lakhs thirty one thousand five hundred only).
- xvi) Prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act NO. XXIV of 1960) the Purchasers has/have made a declaration to the effect that neither the Purchaser/s nor the members of his/her/their family (family as defined under the said Maharashtra Co-operative Societies Act of 1960) own Flats, house or building within the limits of the local authority.
- xvii) Relying upon the said application, declaration and agreement, the Builders have agreed to sell to the Purchaser/s the flat at the price and on the terms and conditions hereunder contained.
- xviii) The Builders have entered into a standard Agreement with Messrs Shah Gattani Consultants, Architects registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects and the Builders have also appointed, Shri Arjun S. Joshi Regn. No. STR G/51 Structural Engineer, as a Structural Engineer for preparation of structural design and drawings of the Building.

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xix) The Builders propose to provide the amenities to the Purchaser/ as also to other purchasers of Flat in the said Building as per the details in the Fifth Schedule hereunder written.

xx) In pursuance of the provisions of Section 4 of the said Ownership Flat Act for the time being in force, an Agreement for Sale of the Flat is required to be executed and the same is also required to be registered under the provisions of Registration Act, 1908 and this Agreement is accordingly entered into and agreed to be registered as expressly provided hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. The Builders shall under normal conditions complete the construction of the said Building to be known and described as Swati/Chitra consisting of with Ground Floor and four upper floors on the said properties described in the Fourth Schedule hereunder written in accordance with the Plans, designs, specifications approved by the CIDCO, Vasai and which have been seen and accepted by the Purchaser with only such variations/modifications or changes as the Builders may consider necessary, expedient, proper and requisite or as may be required by the concerned authorities empowered to approve such variations and modifications to be made in them or any of them .

2. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the said Owners to the said property described in the Fourth Schedule hereunder written and the Purchaser shall not be entitled to further investigate the title thereto or the right of the Builders to develop and improve the said property, no requisitions or objections shall be raised related to the rights and interests of the Builders and the Owners to the said property. A copy of the certificates of title issued by R.P. Joshi, Advocate is hereto annexed and marked as the Annexure C.

3. That in consideration of the sum of Rs. 3,31,500/- Rupees Three Lakhs Thirty one thousand five hundred

(which amount inter alia includes a proportionate price of the common areas and facilities) agreed to be paid by the Purchaser to the Builders, Builders agree to sell to the Purchaser and the Purchaser agrees to purchase the Flat No. 2 on Ground floor of the Building to be known and described as "SWATI" / "~~CHITRA~~" under construction by the Builders on the properties more fully and particularly described in the Fourth Schedule hereunder written and having a built-up area of 410 Sq. Ft., described in the Sixth Schedule hereunder written and as shown on the Typical Floor Plan hereto annexed and Annexure E.



46. Wherever the subject or context may so require, the reference to the masculine gender shall be deemed to mean and include feminine gender and vice-versa the feminine gender shall include masculine gender and the shall include plural thereof.

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२६/०८

47. In these present unless it be repugnant to the context or meaning, the singular would include plurals and likewise plurals will include singular.

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

FIRST SCHEDULE HEREINABOVE REFERRED TO

Properties forming part of the Pockets P-2 to P-7, admeasuring in aggregate 2,79,287.36 square meters or thereabout out of the lands situate, lying and being at village Achole, Taluka Vasai, District Thane and bearing Pardi Nos. 9, 11 and 24 and the New Survey Nos. 14, 18, 19, 20, 21, 25 (part), 57, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69, 70, 114, 119, 242, 254, 257, 259, 260, and 276 and of the village Gokhiware, Taluka Vasai, District Thane and bearing Survey No. 105 and 106.

SECOND SCHEDULE HEREINABOVE REFERRED TO

ALL THAT piece or parcel of the land admeasuring 8,330 Square Metres or thereabouts, forming part of the Pocket P-2 Group Housing Scheme evolved by Shri Rakeshkumar Wadhawan and carved out of the lands bearing Survey Nos. 119 (Old Survey No. 22), Hissa Nos. 1,2,3,4,5,6,7 8/1 and 8/2 which are taken together bounded as follows on or towards North partly by the land bearing Survey No. 117 (corresponding old Survey No. 81), Hissa No. 8 and spartly by the Survey No. 122, Hissa No. 13; on or towards the South partly by the Survey No. 114, Hissa No.1, partly by Survey No. 114, Hissa No. 5, partly by Survey No. 114, Hissa No. 2 and partly by the Survey no. 119, Hissa No. 7

THIRD SCHEDULE HEREINABOVE REFERRED TO

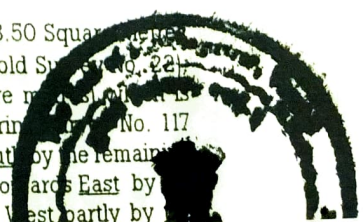
(In respect of building to be known and described as Purva)

ALL THT portion of land admeasuring in aggregate 657.810 Square Metres carved out of the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 2 (408.31 Square Metres) and Hissa No. 3 (249.50 Square metres) which is bounded as follows, on or towards the North by the land bearing Survey No. 117 (corresponding old Survey No. 81), Hissa No. 1; on or towards South by the remaining portion of the land bearing Survey No. 119, Hissa No. 3, on or towards East by the remaining portion of the land bearing Survey No. 119, Hissa No. 2 and on or towards West by the land bearing Survey No. 119, Hissa No. 7.

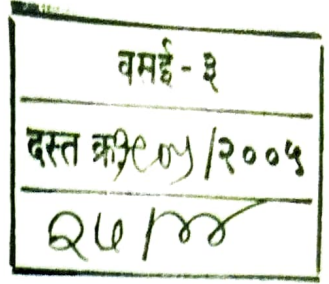
(In respect of building to be known and described as Uttara)

ALL THT portion of land admeasuring in aggregate 373.50 Square Metres carved out of the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 2 (328.5 Square Metres) and Hissa No. 3 (45 Square metres) which is bounded as follows, on or towards the North by the land bearing Survey No. 117 (corresponding old Survey No. 81), Hissa No. 1; on or towards South by the remaining portion of the land bearing Survey No. 119, Hissa No. 3, on or towards East by the land bearing Survey No. 119, Hissa No. 1 and on or towards West partly by

ADMEAS



Hissa No. 3.



FOURTH SCHEDULE HEREINABOVE REFERRED TO
(In respect of building to be known and described as Swati)

ALL THT portion of land admeasuring in aggregate 519.135 Square Metres carved out of the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 3 (108 Square Metres) and Hissa No. 4 (331.010 Square metres) and Hissa No. 7 (80.175 Square Metres) which is bounded as follows, on or towards the North by the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 3; on or towards South by the land bearing Survey No. 114 (corresponding old Survey No. 23), Hissa No. 1 and 5, on or towards East by the land bearing Survey No. 119, (corresponding old Survey No. 22), Hissa Nos. 3 and 4 and on or towards West by the land bearing Survey No. 115 (corresponding old Survey No. 79).

(In respect of building to be known and described as Chitra)

ALL THT portion of land admeasuring in aggregate 739.238 Square Metres carved out of the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 3 (213 Square Metres) and Hissa No. 4 (526.188 Square metres) which is bounded as follows, on or towards the North by the land bearing Survey No. 119, (corresponding old Survey No. 22), Hissa No. 3; on or towards South by the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 4, on or towards East by the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 4 and on or towards West by the land bearing Survey No. 119 (corresponding old Survey No. 22), Hissa No. 4.

FIFTH SCHEDULE HEREINABOVE REFERRED TO

List of Amenities and Facilities.

General Layout Amenities

- R.C.C. Framed Structure.
- Aesthetically pleasing Landscaping.
- Shopping Withou Flour Mill Facility Withing Complex.
- Well Decorated Main Entrance.
- Well planned Infrastructure.

Building Amenities

- Flooring a) Ceramic tiles in Living & Passage.
- b) Ceramic tiles in Bed and Toilets.
- c) Ceramic tiles in Kitchen.
- Doors a) Main Door one side Veneer Finish with Night Latch, Magic Eye & Safety Chain.
- b) Syntex Door For Bath & W.C.
- Windows Sturdy Aluminium sliding windows on Marble.
- Tiles a) Full Dado in Bath & W.C.
- b) Dado above Kitchen platform upto Bear. Soffit.
- Pulmbing a) Concealed Plumbing with C Clips Fittings.
- b) Wash Basin.
- c) Instant Gvser in Bathroom.



ADNAIK

Point.

Painting

External Waterproof cement base paint. Internal white wash.

SIXTH SCHEDULE HEREINABOVE REFERRED TO

(Description of the Flat Agreed to be Sold)

Name of the Building : Swati/~~Club~~
Flat No. : B-2
Area (Builtup Sq. Ft.) : 410
Floor : Ground
Agreement Value : Rs. 3,31,500/-

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दस्त क्र. 9604/2004
26/08

SEVENTH SCHEDULE HEREINABOVE REFERRED TO

1. The Expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the terrace, gutters, drains, storm water drains, main water lines, plumbing lines, sewage lines, electrical cables, telephone cables, wires, water pumps, water softening and filtration plant(if installed) in or under or upon the building and enjoyed or used by the flat holders in common with the other occupants of the said building and the main entrance, passages, landings, staircase, boundary walls, compound walls.
2. The cost of cleaning lighting the common passages, water pump, landings, staircase, common lights and other parts of the building in common with the other occupants in the building.
3. The cost of the salaries and wages, bonus, allowances, compensation payable to the clerks, bill collectors, chowkidars, watchmen, pump-men, sweepers etc.
4. The electrical bills for common lights, water pump and other services and replacement of the bulbs, tubes etc.
5. Deposit for building water meter, electric meter, sewer lines.
6. Municipal rates, taxes, assessments, levies and charges for the building and the appurtenant land,
7. Assessments on the land and building payable to the Revenue authorities, in proportion of the area of the flat.



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दस्त क्र. १०५/२००५
२९/००

8. Water charges.
9. Insurance premia on the Insurance policy for the building.
10. Cost of subjecting the entire building for pest controls.
11. Such other costs and expenses in proportion to the area of the flat as are necessary or incidental for the maintenance and upkeep of building.

SIGNED, SEALED AND DELIVERED
 by Shri Yashin S. Naik the
 partner of Aakash Land Developers, the
 Builders herein in the presence of.....

)
)
) For Aakash Land Developers
) Yashin S. Naik
) Partner

SIGNED AND DELIVERED
 the withinnamed Purchaser/s, viz.
MR. ADARSH D. NAIK

 in the presence of

)
)
) ADNAIK
)
)

RECEIVED OF AND FROM THE WITHIN)
 NAMED PURCHASER A SUM OF RS.)
5000 ✓ - (Rupees Five)
Adarsh D. Naik)
 _____) on or before the)
 execution of these presents being the)
 earnest money for the sale of the within)
 mentioned flat.)

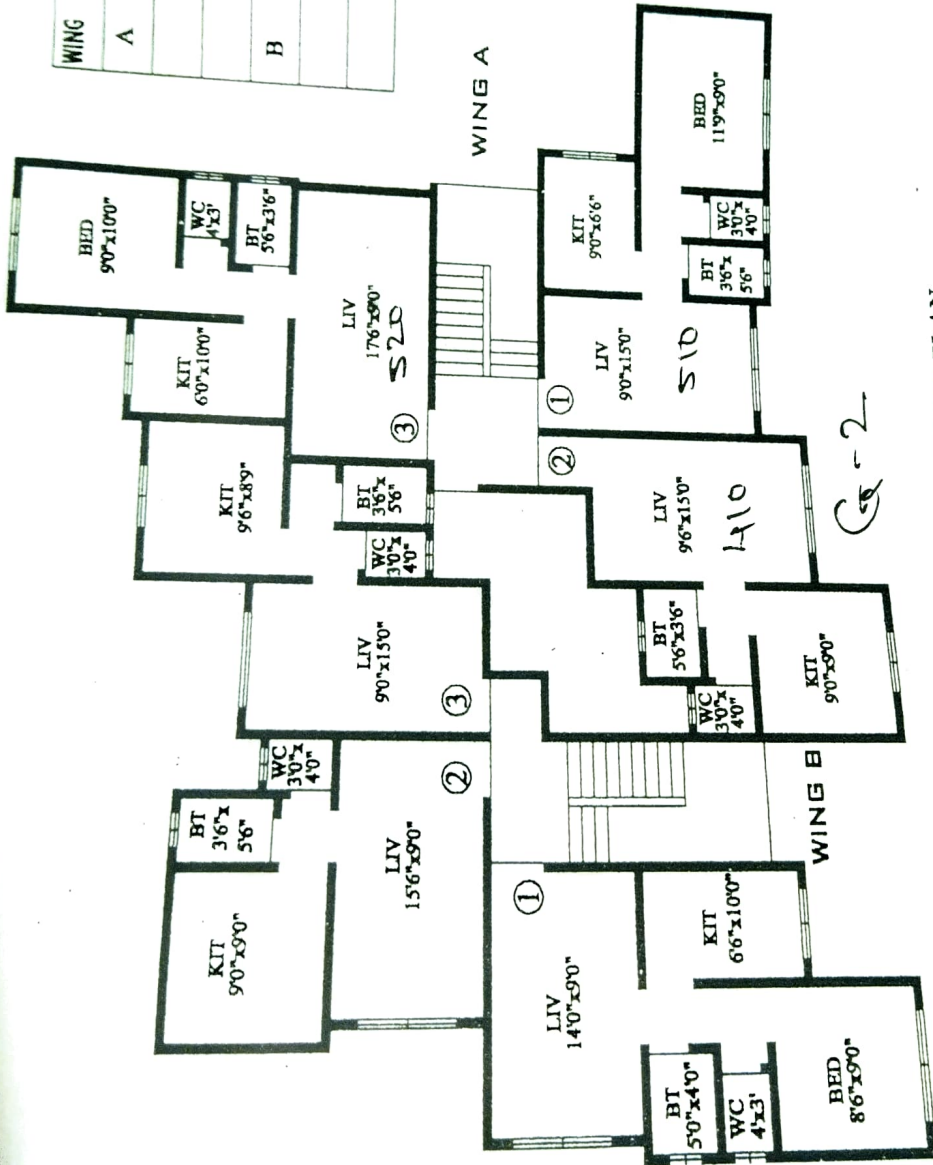
) Rs. 5000 ✓)

For Aakash Land Developers
Yashin S. Naik
 (Partner)

WITNESS.



WING	FLAT No.	AREA IN SQFT.
A	1	510
	2	490
	3	520
B	1	465
	2	380
	3	395



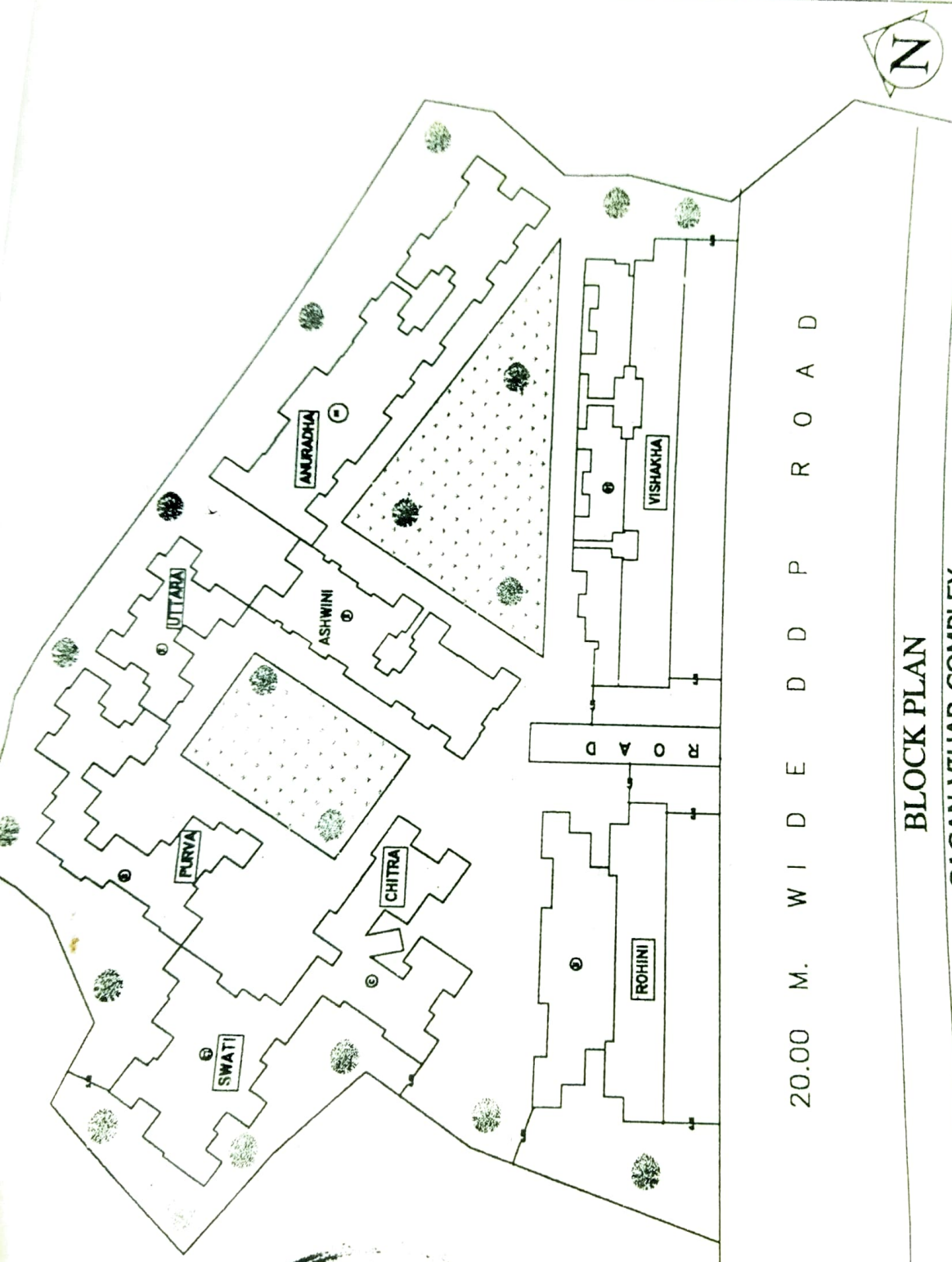
GROUND FLOOR PLAN

SHAH GATTANI CONSULTANTS
 ARCHITECT & ENGINEERS
 103, LUCKY PALACE, 8TH ROAD VASAI (W)
 ☎ 912/333342/331384

SWATI GAGAN VIHAR COMPLEX
 S. No. 119(N) 22(O)
 H.No. 1,2,3,4,5,8
 VILL : ACHOLE
 TAL : VASAI
 NALLA BOPARA

BUILDERS & DEVELOPERS
AAKASH LAND DEVELOPERS
 VIRAR (E)
 PH. 912/ 403897
 MUMBAI. 3893696/3892798





BLOCK PLAN

GAGAN VIHAR COMPLEX

BUILDERS & DEVELOPERS
AAKASH LAND DEVELOPERS

SHAH GATTANI CONSULTANTS
 ARCHITECT & ENGINEERS

S. No. 119(N) 22(O)
 H.No. 1,2,3,4,5,7,8
 VILL : ACHOLE.
 TAL : VASAI

109, LUCKY PALACE, STN. ROAD VASAI (W)
 ☎ 012/ 999942/991304



वसई - ३
 दस्त क्र. १९०५/२००५

VIRAR (E)
 PH. 012/ 403897
 S. NO. 101 999942/992709