## NEW OM SAI PALACE CO-OPERATIVE HOUSING SOCIETY

Reg. No. TNA/ULR/HSG./(TC)/14992 Date 30-12-2003.

Plot No. 216/224, Shiv Ganga Nagar, Ambernath (East) Pin-421 501.

Ref.	No.

Date 10-3-2511

TO 4CHOM SO EVER IT MAY CONCERNED

The application of DR S-B. Pout of resident & plat NO 9R 2 of this Society for attriumy lower from MRS ABHIMAN East operation Bunks es mitted formy other institutions has been considered by the manoging countitee and Cx pressed its electrone for othering Such down o



Chairman Secretary



New Om Sai Palace CO-Operative CO-OPERATIVE HOUSING SOCIETY Musing Society Ltd. Ambernath (East)

LTD. AMBERNATH

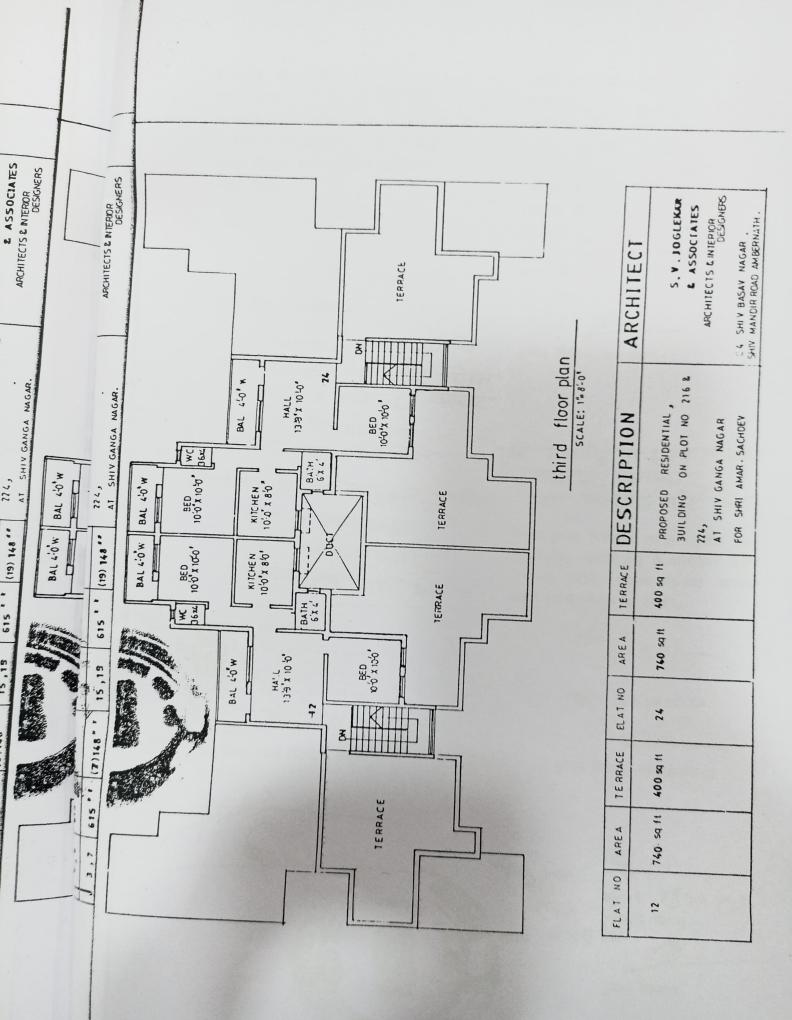
( Registered under M C. S. Act 1960 )

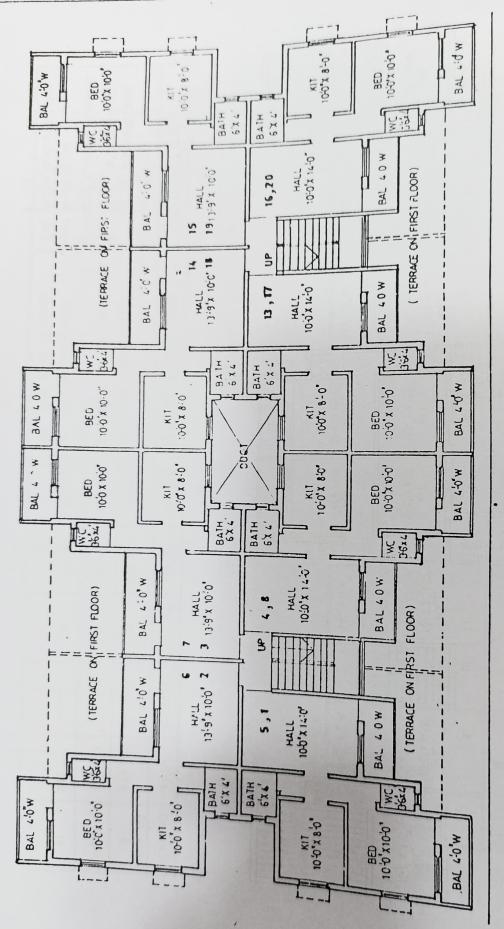
Registered under Nr. C. S. Act. 1999 7	
No. 26	_
Authorised Share Capital Rs. 20,000 Divided into 400 Shares each of Rs. 501	_
Member's Register No26	
THIS IS TO CERTIFY that Shri   Smt. Syeesh B. Patil	_
is the Registered Holder of Shares (	
130 of Rupees 250 -	)
The New Om Sai Palace CO-OPERATIVE HOUSING SOCIETY LTD. Ambernat	አ
Subject to the Bye-laws of the said Society and that upon each of such Shares the su	m
has been pa	id
GIVEN under the Common Seal of the said Society at Amhlenath This day of	_
New Om Sal Palace CO-Operative Housing Society Link. Ambernath (East)	
Description of the contract of	

M.C.Member

Secretary

Chairman



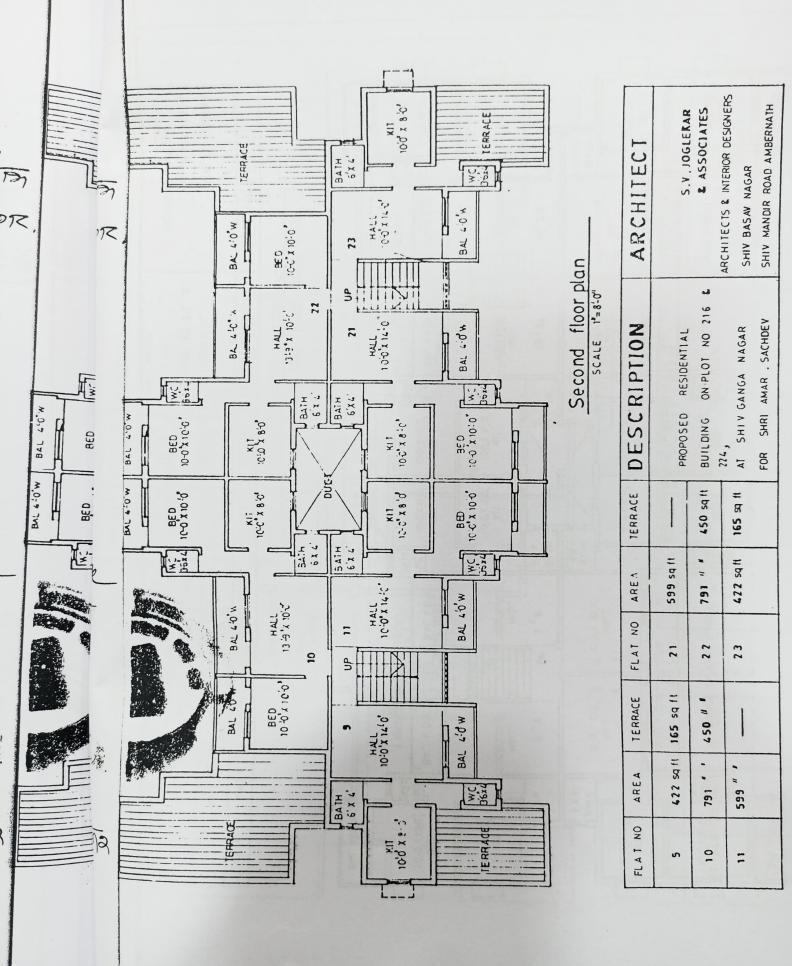


typical ground and first floor plan SCALE: 1-8-0"

ARCHITECT	S. V.JO GLEKAR	& ASSOCIATES	ARCHITECTS & NIERIOR  DESIGNERS		
DESCRIPTION	PROPOSED RESIDENTIAL BUILDING ON PLOT NO 216 £ 124, AT SHIV GANGA NAGAR.				
	(17) 96 sqtt	(18) 148 " "	(19) 148 ""		
AREA TERRACE	,599 sq ft	, 871 (81) , 519	615 " (19) 148 ""		
One		91, 11	15,18		
TERRACE	Service Servic	871 (9)	(7)148""		
AREA	599 SOE	615	615		
FLAT NO	1,5.	3,5	3 , 7		

BAL 4-0, W BAL 4:0"W

ARCHITECTS & INTERIOR



D. BHIDE LL. B. (Pleader) C. D. BHIDE M. Com, (Hon.) LL.B. Advocate

C. Vallabh Co-op. Hsg. Soc. Ltd., 1st Floor, Near Welcome Hotel, Shivaji Chowk, KALYAN-421 301.

Ref. Ref. No.

: 3:

Date

IN pursuance to the said Agreement and Power of Attorney and on the strength of the sanctioned plans and permissions, M/S. JALARAM COMSTRUCTIONS have commenced the construction on the said property.

ON perusal of the above referred papers I hereby certify that the title of the owner to the property described in the SCHEDULE hereunder written is clear, markatable, free from reasonable doubts and encumbrances.

#### SCHEDULE

ALL THAT PIECE AND PARCEL OF N.A.land lying and situate at village AMBERNATH, Tal. Ulhasnagar, Thane, Registration Dist. Thane. registration Dist. Ulhasnagar within the limits of Ambernath Municipal Council bearing :

Survey No. Hissa No. Layout Plot Area

(P) 38

216

555.85 Sq.mts

and bounded as follows:

ON OR TOWARDS EAST : Road

DN DR TOWARDS WEST : Plat No. 224

ON OR TOWARDS SOUTH & Public Garden

ON OR TOWARDS NORTH : Plot No. 215

together with all eamement rights etc.,

Cp Sin die

SHRI C. D. BHIDE Advocate

#### READ :

- 1. DEED OF CONVEYANCE dated 07.03.1975 between DR. SHORCHAND ARORA & BTHER as VENDORS and SHRIBHIR LADUIT SAWANT as PURCHASER.

  ULH. SR. NO. 353 dated 07.03.1975)
- 2. D D DF CONVEYANCE dated 07.05.1993 between SHRI BHIKAJI LADUJI SAWANT as VENDOR and SHRI AKU SACHDEV as PURCHASER.
  (ULH, SR. NO. 662 dated 07.05.1993)
- M
- 3. EXTRACT of 7/12.
- 4. MUTATION ENTRIES.
- 5. PERMISSION under Section 26 (1) of the URBAN LAND (Seiling and Regulation) Act, 1974 ontained for the conveyance.
- 6. PUBLIC NOTICE issued in MAHARASHTRA TIMES dated 23.05.1995.
- 7. BUILDING PERMISSION issed by the Ambernath Municipal Council under No. AMC / NRV / BP / 95 96 / 330 201 dated 05.07.1995.
- 8. N.A. ORDER issued by Additional Tahasildar Ulhasnagar Under No. SR / 38 / 95 Dated 22, 12, 1995.

### ANNEXURE "A"

# LIST OF AMENITIES

Building will be R.C.C. framed structure.

Main doors and windows will be plywood doors or flush doors both side oil painted.

All Bed-rooms door will be plywood dors or flush doors both side oil painted.

All flats will have one magic eye on main entrance door.

Grey cement mosaic tiles will be laid in every room.

Raised cooking platform will be with sink in the Kitchen.

Blectric fittings will be open type. There will be light point, fan point and plug point in each room.

Loft ov ath and W.C. in each flat.

White cased tiles in bath and W.C. in flooring and dado 3 in bath and 1' - 6" in W.C.

Water storage tank on each building.

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\$8\$8\$\$\$\$\$\$\$\$\$\$\$\$\$\$

### SCHEDULE

ALL THAT PIECE AND PARCEL OF N.A.land lying and situate at village AMBERNATH, Tal. Ulhasnagar, Dist. Thane, Ulhasnagar within the limits of Ambernath Municipal

Survey No. Hissa No. Layout Plot Area Council bearing :

556.86 Sq.mts 216 577 Sq.mts. (P) 38 224 33 (p)

and bounded as follows :

ON OR TOWARDS EAST : Poad

ON OR TOWARDS WEST : Plot No. 10

ON OR TOWARDS SOUTH : Public Garden

ON OR TOWARDS NORTH : Plot No. 215 & 225

together with all easement rights etc.,

IN WITNESS WHEREOF we have set and subscribed our and seal to this writing on the day and the year hereinabove mentioned.

SIGNED SEALED & DELIVERED By the within named BUILDERS / DEVELOPERS

M/S. JALARAM CONSTRUCTIONS through its Partner:

SHRI JIVRAJ MOHAN RAPARKA. SIGNED SEALED & DELIVERED

By the within named PURCHASER

SHTI DR. SURESH BAPURGO PATTIL

WITNESSES :

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2.

: 9 :

to the PROMOTERS / BUILDERS Rs. 2,97,500 (Rs. Two lakh hinety seven thousand five hunted only as the agreed price / consideration in respect of the said flats / shops / tenament / galas and garages etc., being unit No. 02 on Basement floor, in "OM SAI PALACE" allotted to the Purchaser/s and shown and marked accordingly on the floor plan annexed hereto.

AND NOW THIS AGREEMENT FURTHER WITNESSETH AMD IT IS HEREBY AGREED AND DECLARED THAT :-

THE Purchaser hereby agrees to pay the said purchase price o the PROMOTERS / BUILDERS by instalments in the following manner viz.:-

(a) 150,000/ (RB. One Jahn fifty thousein a paid on/or before

(b) Rs. 1,40,000 (Rs. DNe lath forty though only.

ONLY) to be paid on/or before 1-3-997.

(e) Rs. \_\_\_\_ (Rs. \_\_\_\_\_ ONLY) to be paid on/or before \_\_\_\_\_

学 6

ENGINEER for the preparation of the structural designs and the PROMOTERS and drawings of the building and supervision of / BUILDERS accept the professional supervision of the Building and the R.C.C Engineer, till the completion of the building.

AND WHEREAS while granting the building permission and sanctioned plans, the Municipal / Planning authorities have laid down certain terms, conditons, stipulation and restrictions which are to be observe and performed by the PROMOTERS / BUILDERS while developing the said property and upon due observance and performance of which only completion and / or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the PROMOTERS / BUILDERS expressed their intention to dispose off the flats / shops / tenaments / galas and garages etc., in the proposed new building when completed shall be known as "OM SAI PALACE".

required by the provisions of MAHARASHTRA CO-OPERATIVE SOCIETIES ACT, 1960 (Maharashtra Act Nc.XXIV of 1960) the Purchaser/s has made a declaration to the effect the family of the Purchaser/s own a tenement, house or hereunder written.

the provision of the MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion of Construction, Sale, Management and Transfer ) ACT, 1963 and the rules framed thereunder including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement, the Purchaser/s has accorded his / her consent as required under section 9 of the said MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion of Construction, Sale, Management and Transfer) ACT, 1963, whereby the PROMOTERS / BUILDERS shall be entitled to sell, mortgage or create charge on any flats / shops / other units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser/s has accorded his / her / their consent as required under section 7 of the said MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion of Construction, Sale, Management and Transfer) ACT, 1963 whereby the PROMOTERS / BUILDERS, will be entitled to make such alteration in the structures in respect of the said flats /shops / the nts / galas and garages etc., agreed to be purchased by the Purchaser and / or such other all raions or additions in the structure of the building as may be necessary and expedient in the con of the Architect / Engineer.

AND WHEREAS the PROMOTERS / BUILDERS have entered into a standard agreement SHARAD JOGLEKAR, Architects, having its office at C - 4, SHIV BASAV NAGAR, SHIV MANDIR Road, AMBERNATH registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architects and the PROMOTERS / BUILDERS have also appointed M/S. C. N. CONSULTANT as STRUCTURAL

AND WHEREAS in pursuance to the said sanctioned plans and permissions the PROMOTERS / BUILDERS have commenced the construction work on the said property.

AND WHEREAS the PROMOTERS/BUILDERS, hereby declares that the sanctioned building plans and permission are still valid and subsisting and are in full force.

AND WHEREAS the PROMOTERS/BUILDERS, the Party of the First Part herein, are entitled to develop the said property and carry out the construction work of the proposed building, at their own costs and expenses in pursuance to the sanctioned plans and permission from the Competent Authority.

AND WHEREAS the PROMOTERS/BUILDERS have sole and exclusive right to dispose of the residential flats / shops / units constructed in the building on OWNERSHIP BASIS, to enter into agreement/s with the Purchaser/s and receive the sale price in respect thereof, and upon such disposal of the flats / shops / units to the said property to develop that is the said land together with the building constructed thereon in favour of cooperative housing society of all those several persons acquiring the respective flats / shops / units etc.

AND WHEREAS the purchaser has agreed to pay the said price/consideration in respect of the said flat / shop / unit in accordance with the provisions of MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction of work of the said scheme.

AND WHERKAS this agreement is made in accordance with

WHEREAS SHRT AMAR SACHDEV owns the property lying and situate at village AMBERNATH, Tal. Ulhasnagar, Dist. Thane bearing Survey No. Layout Plot No. 216 and 224 areaadmeasuring about 556.86 and 577 Sq.mts. respectively and more particularly described in the SCHEDULE hereunder written (hereinafter called and referred to as the SAID PROPERTY for the sake of brevity).

AND WHEREAS the said AMAR SACHDEV had purchased the aforesaid plots by two separate Deed of Conveyance dated 07.05.1993 from SHRI BHIKAJI L. SAWANT. And the said Deed of Conveyances are duly registered at the office of Sub-registrar of Assurances, Ulhasnagar under their No. 661 and 662 respectively.

AND WHEREAS by Development Agreement dated 01.06.1995 said SHRI AMAR SACHDEV has agreed to sell development rights and ultimately the said proeprty to M/S. JALARAM CONSTRUCTIONS, the Party of the First Part herein.

AND EREAS said SHRI AMAR SACHDEV has also executed the freesary Power of Attorney for the purpose of Develore in favour of partners of M/S. JALARAM CON CTIONS.

The said Agreement and Power of Attorney is valid and subsisting.

AND WHEREAS after execution of the said agreement the Party of the First Part submitted the necessary plans to the Ambernath Municipal Corporation and obtained the necessary Building Permission from the Ambernath Municipal Corporation under No. ANP / NRV / BP / 95 - 96 / 330 - 201 DATED 05.07.1995.

M/S. JALARAM CONSTRUCTIONS, A partnership firm having its office at 5, SHIVGAURAV, Shivganga Nagar, Plot No. 6, AMBERNATH through its partner SHRI JIVRAJ MOHAN RAPARKA hereinafter called and referred to as the BUILDERS / DEVELOPERS ( which expression shall unless is be repuganant to the context or meaning thereof mean a include his heirs, executors, successors, survivor administrators and assigns ) the PARTY OF THE FIRS PART.

DR. SURESH BAPURAD PATIL

residing

at 5, MADHUVAN

APARTMENT

hereinafter called and referred.

hereinafter called and referred to as the PURCHASER / S ( which expression shall unless it be repugnant to the context or meaning thereof mean and include his / her / assigns ) the PARTY OF THE SECOND PART.







Add Treasury Officer Thane 18 FEB 1997

ward No. C-2 Flat / Shep / Unit Area 850 sq. ft. built up, Actual Value Rs 2,97,500 Market Value Rs. 5,86,500 pages

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made at AMBERNATH

ON THIS 20th DAY OF February 1997.

BETWEEN

pt &