दुय्यम निबंधक: सह दु.नि.ठाणे 5

दस्तक्रमांक व वर्ष: 9866/2009

Tuesday, November 10, 2009

11:14:15 AM

## सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: नौपाडा

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटटचाच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 4,550,000.00 बा.भा. रू. 1,955,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः सदनिका नं 203, दुसरा मजला, हरिकुंज, सीटीएस नं 99/ए, टिका नं 21, नौपाडा, कोपरी रोड, नौपाडा ,ठाणे

(3)क्षेत्रफळ

(1)48.88 चौ.मि. बांधीव

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा ह्कुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा

(1) प्रकाश सदाशिव आपटे - -; घर/फ़्लॅट नं: 203-204, हरिकुंज बि., कोपरी रोड ,ढाणे ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: ; पॅन नम्बर: AAAPA5195J.

किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) अरविंद झिपरु पाटील - ; घर/फ़्लॅट नं: सी 304, जीवन प्रेम सोसा., घरमवीर पथ, पाचपाखाडी ,ठाणे ; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: ुंपेठ/वसाहतः -; शहर/गावः -; तालुका: -;पिन: -; पॅन नम्बर: AFMPP8752M.

(7) दिनांक

करून दिल्याचा 09/11/2009

(8)

नोंदणीचा

10/11/2009

(9) अनुक्रमांक, खंड व पृष्ठ

9866 /2009

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

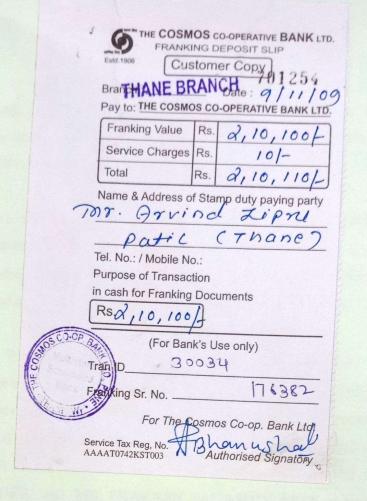
₹ 210100.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 30000.00

(12) शेरा





#### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered pato at THANE on day of Nov., 2009 BETWEEN, MR. PRAKASH SADASHIV APTE, AgeOccupation Service having PAN no. AAAPA5195J residing at Flat no. 203-204, Hari Kunj Building, Kopari Road, Thane whereinafter called and referred to as "TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) THE TARTY OF THE FIRST PART;

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The Cosmos Co-operative
Bank LTD.,Thane
Branch,Thane
D-5/STP(V)/C.R.1004/05/200
4/1765-67

ten thousand one hund

TRA 76382 Special TITT 177802 Admissive 0

O4/05/200 Rs.02101001-

STAMP DUTY MAHARASHTRA

#### AND

MR. ARVIND ZIPRU PATIL, Age- 41 Years, Occupation-Business, Residing at c/304, Jeevan Prem Co.Op.Hsg. Soc.Ltd., Dharamveeri Path, Panchpakhadi, Thane (W).

hereinafter called and referred to as "TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) THE PARTIES OF THE SECOND PART;

WHEREAS by virtue of an Agreement for Sale dated 1.6.00 duly registered with the office of the Sub-registrar of Assurances as 5711/2000 on 3.6.00 executed between M/S. Document No. BUDDHDEV ENTERPRISES having its office at Ground floor, Ram Maruti Road, Naupada, Thane- 400 602, therein referred to as "The BUILDER" and MR. PRAKASH SADASHIV APTE therein referred to as "the Purchaser" (hereinafter referred to as the Principal Agreement) the Purchaser therein agreed to purchase and acquire on ownership basis all rights, title and interest in Flat No. 203, admeasuring 526 sq.ft. built- up , on the 2nd Floor, in the Building known as HARI KUNJ constructed on piece of land bearing, No. 99/A, Tika NO. 21 situated lying and being at kopari Road, Naupada, Thane (W) within the Registration District and Sub-District of Thane (hereinafter referred to as "said Flat") ठाणे-५ THANE-5

AND WHEREAS the Purchaser therein has made full payment of the consideration or price payable under the said Principal Agreement to the Builder & has taken vacant & peaceful physical possession of the said flat in bare shell condition on 16.01.2004.

Kit sold)

AND WHEREAS the "TRANSFEROR" out of his own will have decided to dispose off the said flat on ownership basis to prospective Purchaser/s.

AND WHEREAS the "TRANSFEREE" being in need of a suitable and convenient accommodation, came to know about the same and approached the TRANSFEROR whereupon the TRANSFEROR represented to the TRANSFEREE that:

- a. he has absolute right, title and interest in the said Flat by virtue of Agreement for Sale dated 1.6.00 duly registered at No.5711/00 on 3.6.00 and no other person/s has/have any right, title and interest in the said Flat and he is well and sufficiently entitled to deal with and / or dispose the said Flat.
- b. There are no suits, litigations, civil or criminal or any other proceedings pending as against the "TRANSFEROR" affecting the said Flat.
- c. The TRANSFEROR received possession of the said flat from the Builder on 16.01.2004 and he is the sole absolute owner and are in possession of the said Flat.
- d. That he has absolute right and authority to sell the said flat which is absolutely free from all encumbrances, charges, claims and demands of any nature and that the TRANSFEROR has not done any act, deed, matter or thing whereby he is prevented from entering into this sale agreement on the various terms and conditions stated hereinabove in favour of the TRANSFEREE.
- e. The TRANSFEROR shall hand over possession of e said premises to the TRANSFEREE immediately upon receipt of full and final consideration towards sale of said premises.

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- f. There are no attachments or probationary orders as against or affecting the said Flat which is free from all encumbrances or charges and/or is not a subject matter of any lispendens or easements or attachments either before or after judgment, subject to whatever stated hereinabove. The "TRANSFEROR " has not received any notice either from the Government, Semi-Government, Society or Municipal Corporation regarding any of the proceedings in respect of the said Flat.
- g. The "TRANSFEROR " has paid all the necessary charges of whatsoever nature in respect of the said Flat and the TRANSFEROR have not received any notice from any statutory body or authorities asking for the payment of any nature whatsoever of the said Flat.
- h. The TRANSFEROR in the past has not entered in to any agreement either in the form of sale, lease, exchange, assignment or other way whatsoever and have not created any tenancy, leave and license or any other rights of the like nature at the said Flat and have not dealt with or disposed of the said Flat any manual whatsoever.
- i. The "TRANSFEROR " has not done any act, deed, matter or thing whereby they are prevented from entering into this agreement on the various terms and conditions stated in favour of the "TRANSFEREE " and the TRANSFEROR has all the right, title and interest to enter into this agreement with the TRANSFEREE on the various terms and conditions as stated herein.

AND WHEREAS believing the aforesaid representations the TRANSFEREE offered to purchase the said flat and right, title and

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interest in and upon the said flat and also along with the benefit of the membership, at and for lump sum price / consideration of Rs. 45,50,000/- (Rupees Forty Five Lacs Fifty Thousand Only) which includes amount society deposits and other monies paid by the TRANSFEROR to Developer.

AND WHEREAS the TRANSFEREE has paid sum of Rs. 13,50,000/- (Rupees Thirteen Lacs Fifty Thousand Only) as a Part Purchase Consideration before execution hereof as and by way of part payment of consideration to the TRANSFEROR and have further agreed to pay the balance consideration of Rs. 32,00,000 /- (Rupees Thirty Two Lacs Only), within 45 days from the date of registration of this Agreement by raising Housing loan from any Bank / Financial Institution. Failing which the TRANSFEREE shall pay the interest @ 18% p.a. at simple rate of Interest till the date of actual payment alongwith amount of actual payment delayed beyond 45 days but not more than 90 days from the date of registration of this agreement and as agreed aforesaid the TRANSFEROR shall hand over possession of the said premises to the TRANSFEREE immediately support receipt of full and final consideration towards sale of said premises the essence of this contract.

AND WHEREAS the parties hereto, having finalized their terms of transaction have decided to record their terms of transaction into writing as follows.

NOW THEREFORE THESE PRESENTS WITHNESSETH A UNDER:-

1. The "TRANSFEROR" do hereby agree to sell, assign and transfer and the TRANSFEREE do hereby agree to purchase and acquire the right, title and interest and the benefit of the Principal Agreement in and upon the said flat being Flat No. 203, admeasuring 526 sq.ft. built up

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- Plot-1

area, on the 2<sup>nd</sup> Floor, in the Building known as HARI KUNJ constructed on plot of land bearing C. T. S. No. 99/A, Tika NO. 21 situated lying and being at Kopari Road, Naupada, Thane (W) within the Registration District and Sub-District of Thane at and for a lump sum price of Rs. 45,50,000/- (Rupees Forty Five Lacs Fifty Thousand Only), along with the right, title and interest in and upon the said Flat and also together with the benefits of membership, shares when issued in future and more particularly described in the SCHEDULE hereunder written (hereinafter for the sake of brevity called and referred to as the "SAID FLAT")

- 2. THE TRANSFEREE has paid an amount of Rs. 13,50,000/- (Rupees Thirteen Lacs Fifty Thousand Only), as and by way of token / earnest money / part purchase consideration, in the manner more particularly stated in the receipt hereunder written, the payment and receipt whereof the TRANSFEROR do hereby admit and acknowledge and hereby release, acquit and discharge the TRANSFEREE from the payment thereof absolutely and forever. The TRANSFEREE has further agreed to pay the balance amount of Rs. 32,00,000 (Rupees Forty Four Lacs Only) within 45 days from the date of registration of this Agreement by incurring loan from any bank in the national institution.
- 3. Upon receipt of the full and final payment of the aforesaid consideration together with interest if any, the TRANSFEROR shall simultaneously hand over possession of the said flat to the TRANSFEREE.
- 4. As aforesaid the TRANSFEREE have agreed to pay to the TRANSFEROR full and final payment and thus the TRANSFEROR has agreed to sell, and TRANSFEREE have agreed to purchase the said flat along with all right, title and interest and benefits attached to

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THANE-

it, on Ownership basis, and the TRANSFEREE shall use and occupy the same as owner thereof, absolutely and forever, on taking possession

of the said flat.

- 5. The TRANSFEROR after receipt of the entire amount of consideration shall has no claim, right, title and interest, ownership demand or charge of whatsoever nature in or upon the said flat. The TRANSFEREE thereafter shall do all the needful in respect of the said flat to secure their title to the said flat and the TRANSFEROR shall keep the TRANSFEREE indemnified from and compensated for any losses, damages, recoveries, claims or injury legal or otherwise caused to the said flat.
- 6. The TRANSFEREE hereby agree that on becoming the member of the proposed Society, the TRANSFEREE shall abide by all singular bye laws, rules and regulations adopted by the society.
- 7. The "TRANSFEROR" hereby further declare that the said flat shall be made free from all encumbrances and liabilities arising in future pertaining to the period up to the date of possession and shall be cleared off by them. The TRANSFEREE declare that he shall pay all the liabilities towards Municipal Taxes, Electrons bills, Maintenance and other charges, etc. due against the said flat, effective from the date of taking over the possession of the said flat.
- 8. The "TRANSFEROR" further declare that he has full right, title and interest in respect of the said flat and he has not done or performed or caused to be done or suffered any act, deed, matter and thing whatsoever whereby the said flat is encumbered it any any or they may be prevented from entering into this agreement or transferred that said flat as proposed to be done hereby or whatsoever by TRANSFEREE hereto may be constructed, prevented and / or

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- 17. The TRANSFEROR hereby declare that he shall handover all the original documents of the said premises in token of his having transferred and assigned all their rights, title, interest and benefits in respect of the said premises at the time of handing over possession of the said premises to the TRANSFEREE.
- 18. The TRANSFEREE has agreed to pay Stamp Duty as per the provisions of The Bombay Stamp Act, 1958, Registration fee, & legal fees to their legal advisor / brokers, etc. and both the parties have agreed to pay the transfer charges to builder, if any, in equal proportion.

## SCHEDULE OF THE PROPERTY

ALL THAT PREMISES bearing Flat No. 203, admeasuring 526 sq.ft. built- up, on the 2<sup>nd</sup> Floor, in the Building known as HARI KUNJ constructed on piece of land bearing C. T. S. No. 99/A, Tika NO. 21 of Revenue village Naupada, situated lying and being at Kopari Road, Naupada, Thane (W) within the Registration District of Thane.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seal to this writing on the day and the year first hereinabove mentioned.

SIGNED, SEALED & DELIVERED

By the within named "TRANSFEROR"

MR. PRAKASH SADASHIV APTE

In the presence of.....

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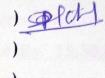
SIGNED, SEALED & DELIVERED

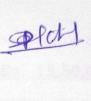
By the within named "TRANSFEREE"

## MR. ARVIND ZIPRU PATIL

In the presence of.....

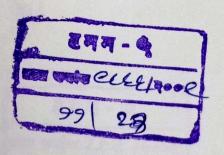
1) Dave











(Regulation No. 3 8.24)

SANCTION OF DEVELOPMENT

PERMISSION/COMMENCEMENT CERTIFICATE

BLDG. GR. + THREE (PART)

71

v. p. No. 98/012 TMC/TOD 2637 Date 2	811199-
To, Shriped Thaker	(Architect)
Shrilfson. Nandakumar C, Khambekar	(Owner)
With reference to your application No. 2903 dated 22/6/98 for developm for commencement certificate under sections 45 8 89 of the Maharashtra Region Region Act. 1966 to carry out development	ent permission/ al and Town
Village Naupada Section No. Ward No.	situated
Road/Street S. NYLOX / City S. No. # FX RXNG. 99 A	
Wx Nox/T. No. 21	
The land vacated in consequence of the enforcement of the set back line shall form Pastreet.	rt of the public
No new building or part thereof shall be occupied or allowed to be occupied or permitted	to be used by
The development permission / Commence of C	
commencing from the date of its issue.	ot one year
eny person until occupancy permission has been granted  The development permission / Commencement Certificate shall remain valid to a permitted commencing from the date of its issue.  This permission does not entitle you to develop the land which does not was in you.  HIST PUTEUT HEART OF THE RILLIANT HEART HEA	did Bar
बोत्यापूर्वी द्वेनेज, पाणी विभागाचा दाखला सादर करावाः । वाले-प जोत्यापूर्वी तोडावयाच्या स्द्रव्यरचा up to date tax भरत्याची पानती	/ //
वापर परवान्यापूर्वी वृक्ष, पाणी, देनेज, MTNL विभागाचे दाखेल सादर कर बाहर परिवास की जार आल्यास त्यास जमीन मालक/ विकास की जवाबा वापर परवान्यापूर्वी वल गलकालर लेटर हाँ कर समस्ती	वि.
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co Stamp 3 34 44 3 4. 40001- 18 81% 11 End	ox lich



\* PROPOSED BUILDING "HARI KUNJ" ON KOPARI ROA

EI, BATH 13: 5" X 7"10" BED RM. 9'-0" X 10'-6" LIVING 9'-6" X 17'-3" KITCHEN 10'-0" X 7'-2 LOBBY 8'-0" X 10'-6" 1 4 DINING 4-0"X 11'-9" KITCHEN 10'-0" X 7'-3" ELEC. DUCT 2'-0" X 4'-6" LIVING 9'-6" X 19'-3" LIFT 5'-6" X 4'-6" \\ ///////\ BED RM. 9'-0" X 10'-6" **\$** KITCHEN 8'-0" X 10'-0" BATH 3'-6" X 7'+0" TYPICAL FLOOR PLAN-

OPARI ROAD, THANE.

DEVELOPERS :

BUDDHDEV ENTERPRISES.

RAM MARUTI ROAD, THANE. (W)



## THANE MUNICIPAL CORPORATION, THANE,

(Regulation No. 3/C-24) SANCTION OF DEVELOPMENT

PERMISSION/COMMENCEMENT CERTIFICATE BLDG. GR. + THREE (PART)

7/2-	201
v. P. No. 98/012 TMC/TDD 2637 Date	2871199
Shri/Sant. Shripad Thakar	(Architect)
Shril Sont. Nandakumar C, Khambekar	(Owner)
Sir.	
With reference to your application No. 2903 dated 22/6/98 .u. develop	pment remission/
of commencement certificate under sections 45 8 00 of the Maharas Ara Regi	ional and Town
Remning Act, 1966 to carry out development work and or to errect building sie. On	е
Naupada Section No	situated
at Road/Street - S.xwx/ City S. No./*x kxNa, 99 A	
Hx xbox/T. 162. 21	
the development permission / the commencement sertificate is granted subject to the follower	lowing conditions.
1) The land vacated in consequence of the enforcement of the set back line shall form	
street.	
2) No new building or part thereof shall be occupied or allowed to be occupied or permitted	led to be used by
The development permission / Commencement Certificate shall remain valid for a po	rlod of one year
commencing from the date of its issue.	
4) This permission does not entitle you to develop the land which does not yest in you	
भाडोत्र्यांच्या सोबत केलेले करारनामे बांधकाम मुठ वरण्यापूर्वी दाखल करारे	is a second
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कें) जोस्यापूर्वी देनेज, पाणी विभागाचा दाखला सादर करावा	
() जोर्यापूर्वी तोडावयाच्या स्द्रक्षर्या up to date tax भरत्याची पाव	
१) वापर परवान्यापूर्वी वृक्ष, पाणी, देनेज, MTNL विनागांच दाखले साद्वर	कराव
१०] भाडो र्याची कोणतीही तकार आल्यास त्यास जमीन मालक/विकास कर्ते जब	विदार रहाताल
११) वापर परवान्यापूर्वी तळ मजल्यावर लेटर बॉक्स बसवावे.	
१२] बाधकामे चाले करण्यापूर्वी जागेवर माहिती दर्शक फलक लावाचा.	ली परवठा
१३] ठा. म. पा. बांधकामात पाणीपुरवठा क्रण्यात येणार नाही, पिण्याताठी पा उपालब्योवनुतार करण्यात येहल.	-11 3.4.
WARRING : PLEASE NOTE THAT THE DEVELOPMENT IN CONTRACTOR THE	PENOVED
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT ASSESSMENT	
सावधान । विकास	
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वरवानस्या न घेता बांधकाम बागर करण महाराष्ट्र अस्ति के अस्ति के विश्व के नगर रचना अधिनियमाने करण महाराष्ट्र के	0190
Dy.City Et	affineer (afford to ment)
Office No. organic address of a second of the city of Thank	ation .

BUDDHDEV ENTERPRISES CONSTRUCTIONS

PH.: 25418131 GROUND FLOOR, "RAMTIRTH", RAMMARUTI RD., NAUPAP THAI

## NO OBJECTION CERTIFICATE

To,
The Bank Manager
The COSMOS Co-op Bank Ltd.
Ghatkopar Branch, Mumbai.

Respected Sir/Madam,

- 1) We confirm that we have sold and handed over possession of flat No.203 in the building known as "Hari Kunj" situated at CTS No.99A, Tikka No.21, Kopri Road, Naupada, Thane (W) to Mr. Prakash Sadashiv Apte.
- 2). We have been informed that Mr.Prakash S.Apte have sold the flat to Mr.Arvind Z.Patil. The said agreement has been lodged for registratration under No.TNNS-09866-2009 of on 9/11/2009 with sub Registrar of Assurance Act, Thane No.5
- 3) We further state as follows:
  - a) We have obtained necessary permission/approvals/sanctions for constructions of the said building from the concerned authority.
  - b) The construction of building and of flat is carried out in accordance with approved plans.
  - c) We have no objection to the buyers / Mr.Arvind Z.Patil mortgaging the said flat to you as security for a loan of Rs.30,00,000/- agreed to be obtained by you for the purpose of purchasing the flat.
  - d) We shall get the Co-operative Housing Society after about mortgaging the said flat in favour of The Cosmos Co.op.Bank Ltd.

We further confirm that the flat which is subject matter is free from any encumbrance and the title of land is clear and maketable.

We are agreeable to accept The Cosmos Co.Op.Bank Ltd. as a nominee of flat No.203, Hari Kunj, Naupada, Thane and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

Yours faithfully, For BUDDHDEV ENTERPRISES

Proprietor

# **BUDDHDEV ENTERPRISES**

- Community of the Control of the Co

CONSTRUCTIONS

PH.: 540 5548 / 540 1496 GROUND FLOOR, "RAMTIRTH", RAMMARUTI RD., NAUPADA, THANE: 400 602.

April 14, 2001

#### POSSESSION LETTER

To, SHRI PRAKASH S. APTE, Thane.

Re.: Possession of your flat no. 203, at "HARIKUNJ", M. G. Road, Naupada, Thane (W) - 400 602.

This is to inform you that the construction of the above flat is completed in all respect and your flat no. 203 on the Second Floor is ready for possession.

We also confirm receipt of full & final payment.

We hereby handover the peaceful & vacant possession of your flat.

Kindly acknowledge.

Thanking you.

Yours truly,

FOR M/S. BUDDHDEV ENTERPRISES

PROPRIETOR