





Thursday, November 05, 2009

12:41:07 PM

Original  
नोंदणी 39 म.  
Regn. 39 M

## पावती

पावती क्र. : 9884

गावाचे नाव वाळकून

दिनांक 05/11/2009

दस्ताऐवजाचा अनुक्रमांक टनन5 - 09678 - 2009

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:समित प्रल्हाद जोशी तर्फे कु.मु. म्हणुन प्रल्हाद शानराव जोशी - -

|  |     |          |
|--|-----|----------|
| नोंदणी फी  | -   | 30000.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),<br>रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (51) | -   | 1020.00  |
| एकूण   | रु. | 31020.00 |

आपणास हा दस्त अंदाजे 12:55PM ह्या वेळेस मिळेल

समित निबंधक  
कु.मु. निबंधक  
स.प. सायदतिकार

बाजार मुल्य: 2059000 रु. मोबदला: 3162000रु.  
भरलेले मुद्रांक शुल्क: 140700 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि कॉसमॉस को ऑ बँक लि ;

डीडी/धनाकर्ष क्रमांक: 491130; रक्कम: 30000 रु.; दिनांक: 30/10/2009

“ TRUE COPY ”







AND

(1) Shri / Smt. / M/s. SAMEET PRALHAD JOSHI

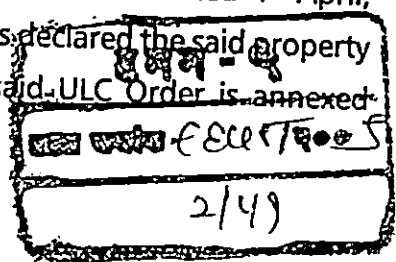
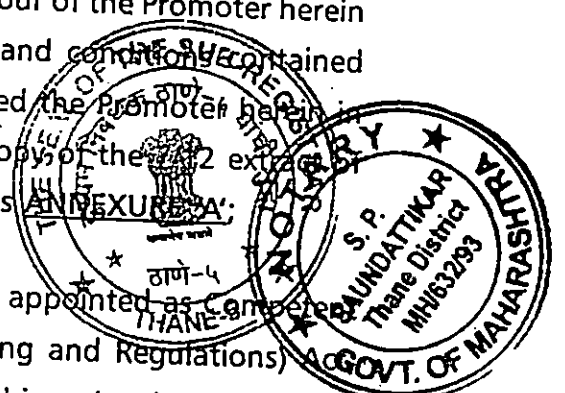
Age 30 Years, Indian Inhabitants, having address  
D4/202, Panchratna Co-opp. H. S. Hel  
Anand NAGAR, MANPADA ROAD, DOMBIVALE (E)  
Dist Thane 421201

PAN AFOPJ0559C hereinafter referred to as the "PURCHASER"  
(which expression shall unless it be repugnant to the context or meaning thereof  
mean and be deemed to include his/her heirs, executors, administrators and  
permitted assigns) of the OTHER PART.

WHEREAS one Shri Dadu Kanha Mhatre and others (hereinafter referred  
to as "SAID OWNERS") are the owners, seized and possessed of and/or otherwise  
well and sufficiently entitled to immovable property being Agricultural land adm.  
1190 Sq. Mtrs. bearing Old Survey No.64 now bearing New Survey No.118 situate,  
lying and being at Village Balkum, Thane, Taluka and District Thane (hereinafter  
referred to as the "SAID PROPERTY");

AND WHEREAS by and under Regd. Agreement for Development and  
Authenticated Power of Attorney both dated 2<sup>nd</sup> May, 2006, executed by and  
between said Owners of the One Part and the Promoter herein (therein referred  
to as the DEVELOPER) of the Other Part, the said Owners have granted the  
Development Rights in the said property to and in favour of the Promoter herein  
for the price or consideration and upon the terms and conditions contained  
therein; and in part performance thereof, have placed the Promoter herein  
physical possession of the said First property. The copy of the 2 extra  
the said property is annexed hereto and is marked as ANNEXURE 'A';

AND WHEREAS the Addl. Collector, Thane, appointed as Competent  
Authority under the provisions of Urban Land (Ceiling and Regulations) Act, 1976,  
1976, (hereinafter referred to as the "ULC ACT") by his order dated 4<sup>th</sup> April,  
1989, issued under Section 8(4) of the said ULC Act, has declared the said property  
is less than the Retainable Land. The copy of the said ULC Order is annexed  
hereto and marked as ANNEXURE 'B';



Handwritten signature or initials at the bottom left of the page.

॥ Shubh Vihar ॥

AND WHEREAS the District Collector of Thane, being Competent Authority under Maharashtra Land Revenue Code, 1966, by and under his Order dated 13<sup>th</sup> November, 2007, has granted the permission for No-Agricultural user of the said property. The Copy of the said N.A. Order is annexed hereto and marked as ANNEXURE 'C';

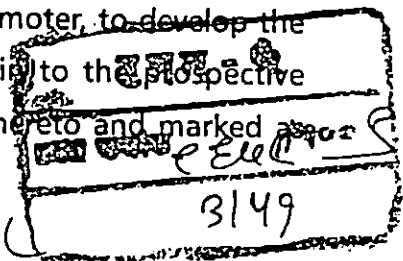
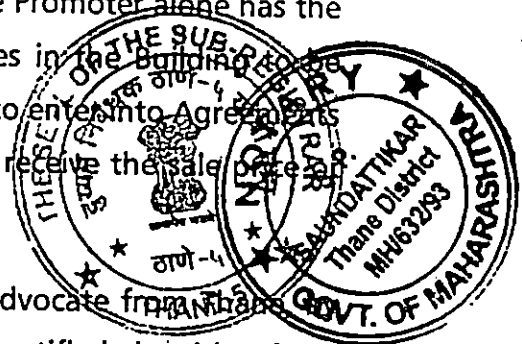
AND WHEREAS the Promoter has entered into a Standard Agreement as prescribed by the Council of Architects with ARCHYTYPE CONSULTANTS (I) PVT. LTD. an Architect duly registered with the Council of Architects for Architectural work concerning Development of said property;

AND WHEREAS the Promoter has appointed structural Engineers for the preparation of structural designs and drawings of the building/s to be erected in the said property and the Promoter has accepted the professional supervision of the said Architect and structural Engineer till the completion of the Development of the said property;

AND WHEREAS the Promoter has submitted to the Thane Municipal Corporation (hereinafter referred to as the "SAID LOCAL AUTHORITY") and the said local authority by and under its sanction and permit bearing No.2006/125/TMC/TDD/734 dated 7<sup>th</sup> January, 2007 <sup>and TMC/TDD 103 dt 24/5/2007</sup> read with Commencement Certificate bearing V.P. No.2006/125/TMC/TDD/547 dated 25<sup>th</sup> November, 2008, has granted permission for Development of the said property as per Plans and specifications (hereinafter collectively referred to as the "SAID SANCTIONED PLANS"). The Copies of said permit and Commencement Certificate are annexed hereto and collectively marked as ANNEXURE 'D';

AND WHEREAS under the circumstances, the Promoter alone has the sole and exclusive rights to sell the flats and premises in the building to be constructed by the Promoter on the said property and to enter into Agreements with the Purchaser/s of the Flats and Premises and to receive the sale consideration in respect thereof;

AND WHEREAS Shri Damodar A. Patil, an Advocate from Thane, has certified the title of the Owners to the said property and an authority of the Promoter, to develop the said property and to sale the Flats and premises therein to the prospective buyers. The Copy of said Certificate of Title is annexed hereto and marked as ANNEXURE 'E';



3

II Shubh Vihar II

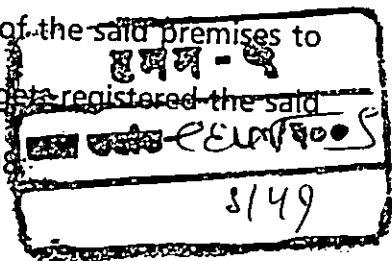
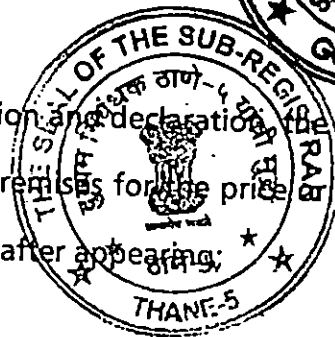
AND WHEREAS the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said property; the said orders and the plans, and specifications prepared by the said Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation and Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE MOF ACT") and the rules and regulations made thereunder;

AND WHEREAS being satisfied with the inspection of said documents including said sanctioned plans, the Purchaser applied to the Promoter for allotment of Flat/Shop/Office/Still adm. 703 Sq. Ft., Carpet area and bearing Flat/Shop/Office/Still No. 601, on 6<sup>th</sup> Floor, in the building to be known as "SHUBH VIHAR" under construction on the Said Property; (Said Flat/Shop/Office/Still is hereinafter referred to as "SAID PREMISES"). The Floor plan of the said premises is annexed hereto and marked as ANNEXURE 'F';

AND WHEREAS prior to making of an application as aforesaid, the Purchaser has made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960, and the Urban Land (Ceiling and Regulations) Act, 1976, to the effect that he is not disqualified under the provisions of aforesaid Acts from purchasing the said premises;

AND WHEREAS relying upon the said application and declaration, the Promoter has agreed to sell to the Purchaser the said premises for the price of consideration and upon the terms and conditions hereinafter appearing;

AND WHEREAS under Section 4 of the said MOF Act, the Promoter are required to execute the written Agreement for sale of the said premises to the Purchaser being in fact these presents; and also to get registered the said Agreement under the provisions of Registration Act, 1908.



Handwritten signature and initials 'K P' with a small '4' above it.

Handwritten signature and initials 'K P'.

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

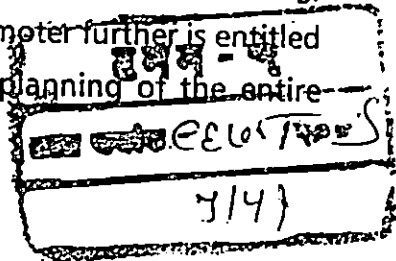
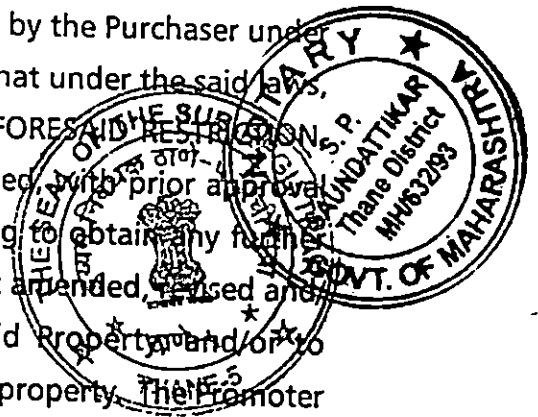
1. PROMOTER TO CONSTRUCT THE BUILDING:

The Promoter shall construct a Building to be known as "SHUBH VIHAR" or by such other name as the Promoter in its sole discretion may decide, on the said property more particularly described in the First Schedule written hereunder, in accordance with the Said Sanctioned Plans approved by the said local authority and which have been inspected and accepted by the Purchaser, and/or its further amendments and/or modifications and/or variations as detailed hereinafter as may be considered necessary by Promoter and approved by the Local Authority and/or any other Competent Authority.

2. DISCLOSERS BY PROMOTERS AND ACCEPTANCE BY THE PURCHASER:

The Promoter has disclosed to the Purchaser and after going through the relevant records and sanctioned plans and after thorough discussions and deliberations, the Purchaser has ascertained to his satisfaction and has irrevocably accepted as binding upon him and upon those claiming through and under him as under:

- a) The Purchaser is aware that under the prevailing laws, rules and regulations, the Promoter shall NOT be entitled to make any change or variation in the area of the said premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser is further aware that under the said laws, rules and regulations, SAVE AND EXCEPT THE AFORESAID RESTRICTION, otherwise, the Promoter is at liberty and is entitled with prior approval from concerned authorities; but without requiring to obtain any further consent or concurrence from the Purchaser to get amended, revised and or modified the construction plans of the Said Property and/or to amalgamate the said property with any adjoining property. The Promoter is further at liberty to make the changes, amendments and modifications in the said sanctioned plans including the change in height of the building, the size and location of the open spaces. The Promoter further is entitled to make any other changes whatsoever in the planning of the entire

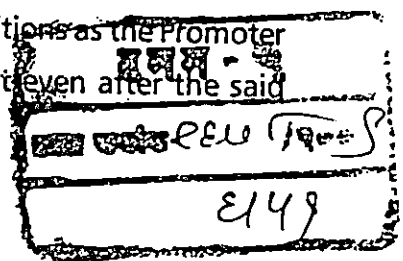
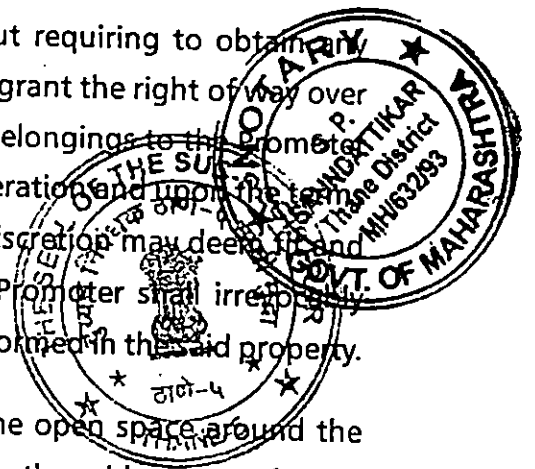


Handwritten signature and initials, including the number '5'.



complex. It is specifically agreed and understood that for making aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and deemed to have given his irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.

- b) The Promoter shall be entitled to consume the Floor Space Index (FSI) on the said property which may be presently available as per prevailing rules and regulations as well as which may become available in future due to changes in laws, rules and regulations, in further construction in the said property or by transferring such FSI on some other property. The Promoter further shall be entitled to purchase the Transferable Development Rights (TDR) from elsewhere and to load, use and utilize the same in further construction in the said property by constructing additional floors on existing buildings or constructing additional buildings as per law, rules and regulations for the time being in force. The Purchaser shall not be entitled to raise any objection for utilization of such FSI/TDR from other properties to said property or FSI/TDR from the said property to other properties. Such additional structures and storeys shall be the property of the Promoter alone and the Promoter shall be entitled to sell and dispose off and otherwise to deal with the same, at Promoter's sole discretion without requiring to render any account thereof or to obtain any further or separate consent or concurrence from the Purchaser.
- c) The Promoter further shall be entitled without requiring to obtain any consent or concurrence from the Purchaser, to grant the right of way over the said property to the adjoining properties belonging to the Promoter or belonging to the third party for such consideration and upon the terms and conditions, the Promoter may at its sole discretion may deem fit and proper and such decision and action of the Promoter shall be irrevocably binding on the Purchaser and Society/ies to be formed in the said property.
- d) The Promoter has reserved the right to give the open space around the building and space under the stilt and terrace in the said property for the purpose of car parking, garage, for putting up hoardings, sign boards and/or for any other purposes on such terms and conditions as the Promoter may desire. The said rights shall continue to subsist even after the said



6  
h ml

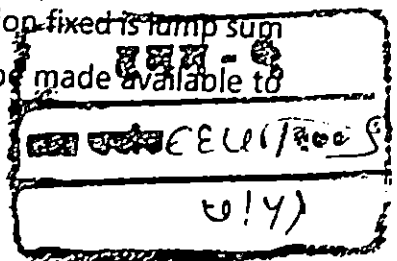
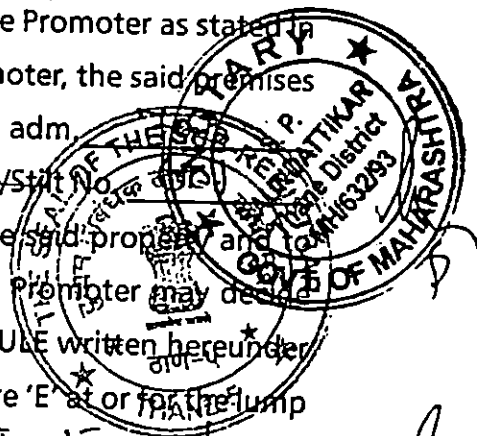
II Shubh Vihar II

property is conveyed to the said Society and the clause containing such rights shall be incorporated in such conveyance. The Promoter or its nominee/s shall pay periodical nominal contribution per year to the said Society in token of such right which will be transferable and heritable even after the conveyance of the said property. The Promoter or its nominee/s shall be exclusively entitled to the income they may derive out of such use of open space/stilt/terrace. The Purchaser shall not be entitled to any rebate and/or concession in the consideration of the said premises on account of reservation of rights by Promoters as aforesaid. The Purchaser herein shall not be entitled to any abatement in the price of the said premises or object to the same for any reason whatsoever and shall allow the Promoter their agents servants etc., to enter into and upon the said property and the said buildings for the purpose of use or enjoyment of the said open space and/or stilt/terrace, etc. The Promoter shall be entitled to transfer or assign such rights to any person and the Purchaser and the Society when formed shall not raise any objection thereto.

e) The Promoter further shall be entitled to carry out the intended Development as aforesaid by itself or through its nominees or assigns.

3. AGREEMENT TO SALE AND PURCHASE:

Subject to the rights of the Promoter as stated in foregoing clauses and other clauses written hereunder, the Promoter hereby agrees to sell to the Purchaser and the Purchaser, by accepting the rights of the Promoter as stated in this Agreement, hereby agrees to purchase from the Promoter, the said premises bearing Residential Flat/Shop/Office/Stilt No. 601 adm. Sq. Ft., or thereabout carpet area bearing Flat/Shop/Office/Stilt No. on 6<sup>th</sup> Floor of the Building to be constructed on the said property and be known as "SHUBH VIHAR" or by such other name the Promoter may decide and as more particularly described in the SECOND SCHEDULE written hereunder and shown on the Plan thereof hereto annexed as Annexure 'E' at or for the lump sum consideration of Rs. 31,62,000/- (Rupees Thirtu One Lac Sixty Two thousand only only). The Purchaser further records and confirms that the consideration fixed is lump sum and is not calculated on the basis of the area that would be made available to the Purchaser.



Handwritten signature or initials.

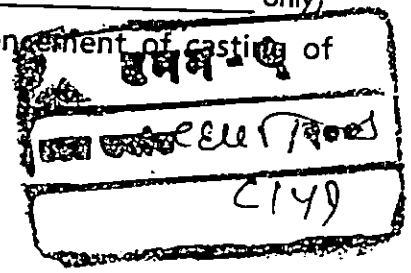
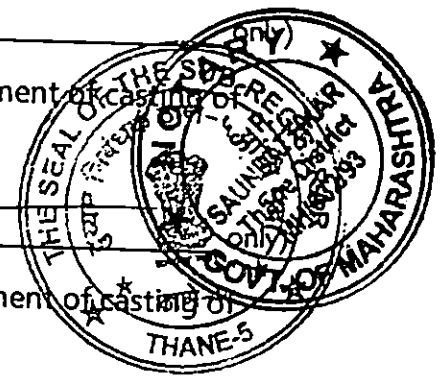
4. PURCHASER'S AGREEMENT TO PAY CONSIDERATION:

The Purchaser agrees to pay to the Promoter said lump sum consideration of Rs. 31,62,000/- (Rupees Thirty one lacs Sixty two thousand only) as per progress of the work of a building in which the Said Premises is to be situated in the following manner:

h  
F

- a) Rs. 3,32,000/- (Rupees Three lacs thirty two thousand only)  
Payable as Earnest Booking Amount
- b) Rs.            /- (Rupees            only)  
10% Payable on Registration of this agreement
- c) Rs.            /- (Rupees            only)  
15% Payable on casting of plinth
- d) Rs.            /- (Rupees            only)  
5% Payable upon commencement of casting of 1<sup>st</sup> Slab.
- e) Rs.            /- (Rupees            only)  
5% Payable upon commencement of casting of 2<sup>nd</sup> slab.
- f) Rs.            /- (Rupees            only)  
5% Payable upon commencement of casting of 3<sup>rd</sup> slab.
- g) Rs.            /- (Rupees            only)  
5% Payable upon commencement of casting of 4<sup>th</sup> slab.
- h) Rs.            /- (Rupees            only)  
5% Payable upon commencement of casting of 5<sup>th</sup> slab.

h  
F



h  
F

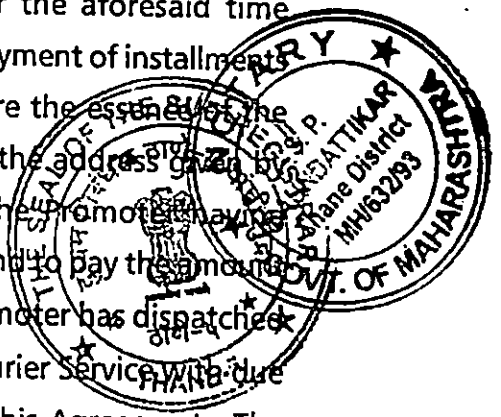
**II Shubh Vihar II**

- i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
5% Payable upon commencement of casting of 6<sup>th</sup> slab.
- ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
5% Payable upon commencement of casting of 7<sup>th</sup> slab.
- iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
5% Payable upon commencement of casting of 8<sup>th</sup> slab.
- iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
10% Payable upon commencement of Brick work.
- v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
10% Payable upon commencement of Plaster
- vi) Rs. 28,30,000/- (Rupees Twenty eight lacs thirty thousand only) PIL  
Payable at the time of possession being offered to be handed over.

Rs. 31,62,000/- (Rupees Thirty one lacs sixty two thousand only - (ONLY)) PIL

=====

The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement are the essence of the Contract. The Promoter shall forward to the Purchaser at the address given by the Purchaser in this Agreement intimation recording the promoter having commenced the aforesaid work. The Purchaser shall be bound to pay the amount of the installments within eight days from the date; the Promoter has dispatched such intimation Under Certificate of Posting or through Courier Service with due acknowledge at the address of the Purchaser as given in this Agreement. The Promoter shall obtain and keep in its Office situate at the said property for the inspection by the Purchaser, the Certificate of its Architect certifying that the Promoter has commenced the work and such certificate shall be



valid and binding  
E149

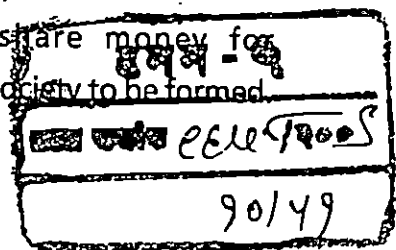
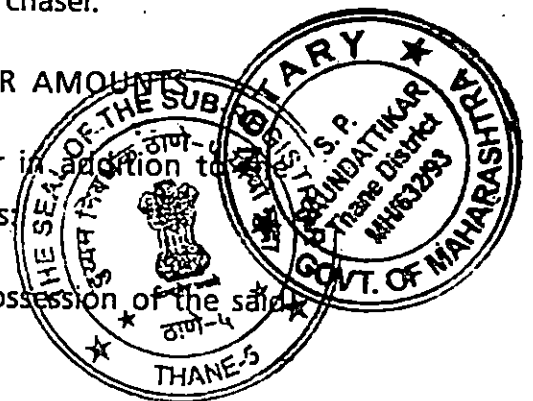
*Handwritten signature/initials*

upon the Purchaser and the Purchaser agrees not to dispute the same. If the Purchaser makes any delay or defaults in making payment of any of the installments referred hereinabove then the Promoter shall be entitled to charge for over due period interest at the rate of 18% per annum on all such overdue installments. It is further agreed that on the Purchaser committing default in payment on the due dates all or any of the installments and/or other amounts referred herein and payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under this Agreement and under the law the Promoter shall be entitled at Promoter's sole discretion an option to terminate this Agreement PROVIDED AND ALWAYS that the Power to terminate herein contained shall be exercised by the Promoter after giving to the Purchaser 15 days period notice in writing of their intention to terminate this Agreement and specifying the breaches of the terms and conditions on account of which the Promoter intent to terminate the Agreement and if the Purchaser continues the default in remedying such breaches as mentioned in the said notice then upon expiry of the notice period for the breaches committed by the Purchaser this Agreement shall stand terminated without any further notice. It is further agreed that upon termination of this Agreement as provided herein, the Promoter shall after deducting as compensation an amount equal to 25% of the total consideration, refund to the Purchaser the balance of the amount, if any, which the Purchaser may have till then paid to the Promoter. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose off and sell the said premises to any third party at such price and on such terms and conditions as the Promoter may desire and think fit in Promoter's sole discretion without being requiring to obtain any consent from the Purchaser.

5. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS

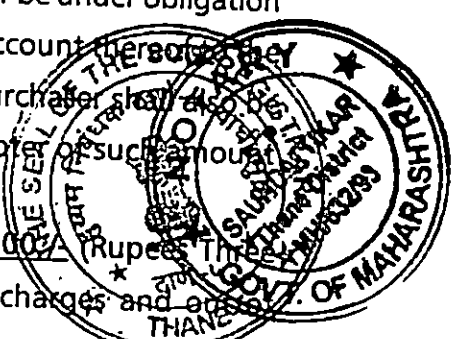
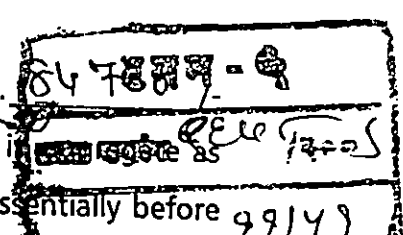
The Purchaser agrees to pay to the Promoter in addition to the consideration provided hereinabove, the following amounts:

- a) The Purchaser shall on or before delivery of the possession of the said premises, keep deposited with the Promoter:
- i) Rs. 511/- (Rupees Five Hundred eleven only) towards Entrance Fee and share money for membership of the Co-operative Society to be formed.



*Handwritten signature and initials.*

II Shubh Vihar II

- b) Commencing a week after notice in writing is given by the Promoter to the Purchaser that the said premises is ready for use and occupation and thereafter on 5<sup>th</sup> of every month, the Purchaser shall pay to the Promoter the Purchaser's proportionate share of outgoings as may be estimated by the Promoter at its sole discretion towards local taxes, cess, duty or such other levies by the TMC and/or the Government, water charges, insurances premium, contribution towards common repairs to the building in its common area, access Road, salaries of clerks, bill collector, chowkidars, sweepers, electricity charges for its consumptions in common area and for common benefit and all other expenses necessary and incidental to the management and maintenance of the said property including the buildings and the amenities therein. The Purchaser shall not withhold the said payment for any reason whatsoever. In order to avoid possibility of non-payment of said expenses and resultant inconvenience to all premises purchasers, the Purchaser shall pay such estimated monthly installment for 12 months in advance at the time of taking possession of the said premises ie Rs. 20320 /- (Rupees Twenty Two Thousand three hundred twenty only) approximetly. P/C
- c) The Purchaser shall further pay such amount as the Promoter in its sole discretion may decide towards his proportionate contribution for maintenance of common amenities
- d) It is specifically agreed and understood that the aforesaid amounts shall be collected as "Ascertained Expenses" to be incurred by the promoters and therefore the promoters shall neither be entitled to demand additional amount on account of deficit in actual expenses and nor be under obligation to maintain separate account thereof and/or render account thereof to the purchaser or to the society as the case may be and purchaser shall also not be entitled to demand such account from the promoter of such amount. 
- e) The Purchaser shall further pay an amount of Rs. 35000 (Rupees Thirteen Thousand five Hundred only) towards agreed legal charges and other pocket expenses for this Agreement
- f) The Purchaser shall further pay an amount of Rs. 847877 (Rupees Eighty four thousand seven hundred only)  and when the same is demanded by the Promoter, but essentially before 99149

P/C

॥ Shubh Vihar ॥

demanding possession of the said premises as his contribution towards expenses to be incurred by the Promoter to meet various expenses including but not limited to Balcony premium, Electricity, Meter Deposit, Electrical Cable, Sub-Station, Solar Charges, Development Charges, Water Deposit and Supply lines, out of pocket expenses of whatsoever nature.

It is specifically agreed and understood that the aforesaid amounts under clause (e), (f) and (g) shall be collected as "ASCERTAINED EXPENSES" to be incurred by the Promoter and therefore the Promoter shall neither be entitled to demand additional amount on account of deficit in actual expenses and nor be under obligation to maintain separate account thereof and/or render account thereof to the Purchaser or to the Society as the case may be and Purchaser shall also be not entitled to demand such account from the Promoter of such amount.

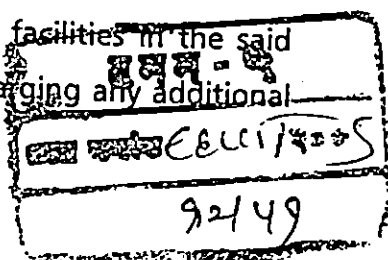
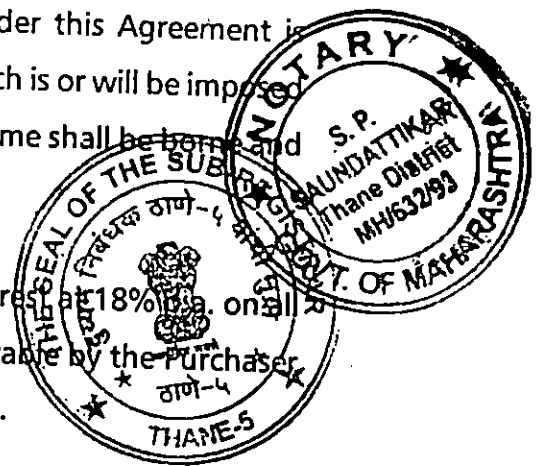
g) The Purchaser shall further pay Municipal and revenue taxes, N.A. taxes, local taxes, cess, duty or such other levies by local authority and/or by Govt. Departments and other statutory outgoings of his share due and payable from the date of issuance of Occupation certificate of concerned building or as and when demand is made by the concerned Authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other charges as above taxes for the reasons or on the grounds whatsoever.

h) If the sale of the said premises contemplated under this Agreement is covered under Service Tax, VAT or such other tax which is or will be imposed by the Central/State Govt., and/or local body, the same shall be borne and paid and reimbursed by the Purchaser alone.

i) The Purchaser further shall pay to the Promoter interest at 18% p.a. on all the amounts which may remained overdue and payable by the Purchaser to the Promoter under the terms of this Agreement.

6. COMMON AMENITIES AND FACILITIES:

The Promoter shall provide the amenities and facilities in the said premises as per Annexure 'G' annexed hereto without charging any additional consideration therefor.

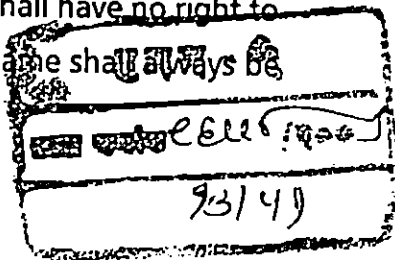
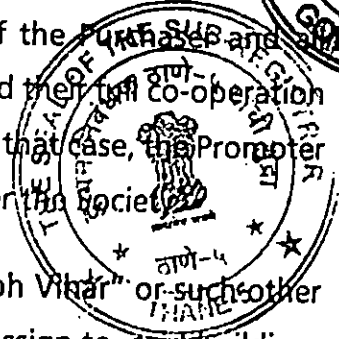
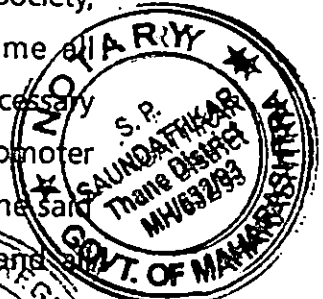


Handwritten signature or initials.

7. FORMATION OF THE SOCIETY:

The Promoter has disclosed to the Purchaser and the Purchaser has irrevocably agreed and undertaken as under:

- a) that until the entire development is completed and FSI available and TDR loadable on the said property is duly utilized by the Promoter and the entire receivable by the Promoter from all Flat Purchasers is duly received by the Promoter and all the obligations required to be carried out by the Purchaser herein and the other Purchasers of premises in the Buildings to be constructed in the said property are fulfilled by them the Promoter shall not be bound and shall not be called upon or required by the Purchaser to form the Society of the Purchasers and the Purchaser agrees and irrevocably consents not to make any such demand or raise any dispute or objection in that behalf.
- b) Pending formation of the Society, the Promoter may call upon the Purchaser and other Purchasers in the buildings, to take charge of maintenance of the said building. In such an eventuality it shall be obligatory and binding upon the Purchaser to co-operate in independently maintaining such building and contributing towards maintenance and payment of proportionate property tax of the particular building.
- c) The Purchaser along with the other Purchasers of premises in the said building shall join in forming and registering a Co-operative Housing Society, and for that purpose shall sign and execute from time to time applications, forms, declarations, bye-laws and other documents necessary for formation and Registration of such Society so as to enable the Promoter to register the Society of the Purchasers of Flats and premises in the said property. It is further specifically agreed that if the Purchaser and other Purchasers in the said Building do not extend their full co-operation in registering the Society as aforesaid, then and in that case, the Promoter shall stand absolved from its obligation to register the Society.
- d) The said Building shall always be known as "Shubh Vihar" or such other name as the Promoter at its sole discretion may assign to said building. The Purchaser and other purchasers and the society shall have no right to change the name of the said building and the said name shall always be included while registering the Society.



Handwritten signature or initials.

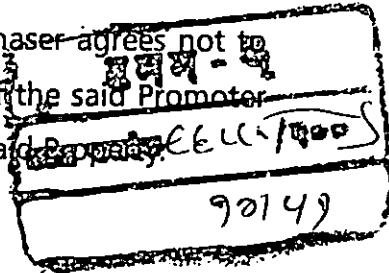
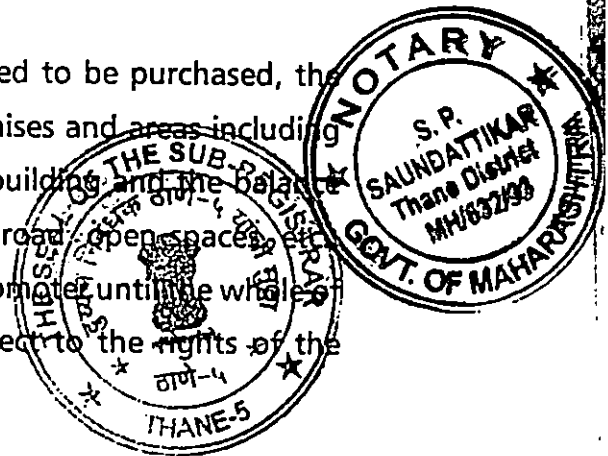


II Shubh Vihar II

8. AGREEMENT/COVENANTS AND UNDERTAKING BY THE PURCHASER:

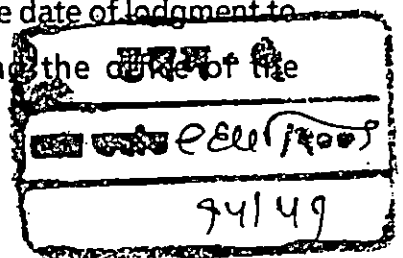
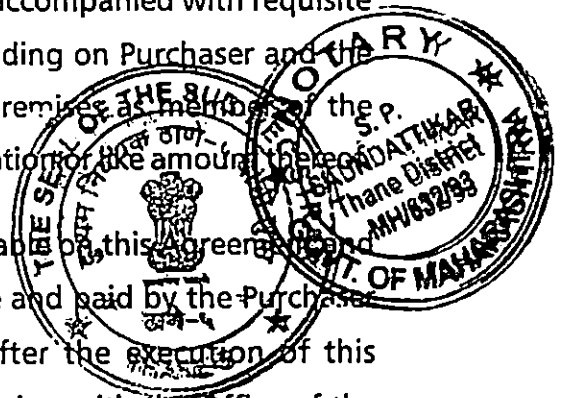
The Purchaser hereby expressly agrees and covenants with the Promoter that:

- a) In the event of all Floors of the said proposed Buildings on the said property being not ready for occupation simultaneously and in the event the Promoter granting Licence to the Purchaser to enter upon the said Flat then and in that event the Purchaser shall not raise any objection to the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever, for completing the construction of the remaining Floor/s or the buildings in the said property. The Promoter shall be entitled to carry out and complete the remaining work by themselves or by assigning the same to any third party at their sole discretion.
- b) The Purchaser is aware that the Promoter proposes to allot for consideration, the stilt portion and open space as earmarked for parking. The Purchaser hereby gives his irrevocable consent for such sale and it shall not be open for the Purchaser to raise any objection by himself or by and/or through the Society as and when formed for such allotment.
- c) Provided that it does not in any way affect or prejudice the rights of the Purchaser in respect of the said premises, the Promoter at Promoter's sole discretion shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property.
- d) Save and except the said premises hereby agreed to be purchased, the Purchaser shall have no claim, on all other premises and areas including stilt, terrace and open spaces around the said building and the Balcony portion/s of the said property including layout road, open spaces which shall always remain the property of the Promoter until the whole of the property is transferred to the Society subject to the rights of the Promoter as contained in this Agreement.
- e) The Promoter has obtained a Certificates of Title of the said Property, copy whereof is annexed hereto and marked as Annexure 'E'. The Purchaser has accepted the said Title Certificates and the Purchaser agrees not to raise any requisitions on or objections to the title of the said Promoter and/or an authority of the Promoter to Develop the Said Property.



14  
h fl

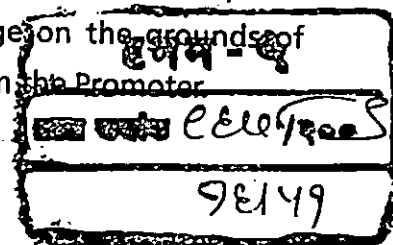
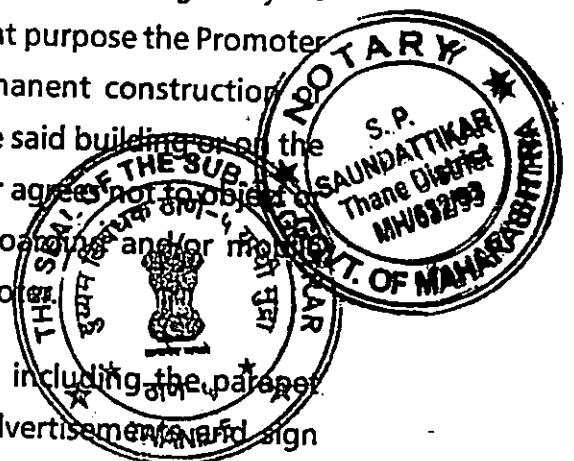
- f) The Purchaser confirms that the Promoter has given to him free and complete inspection of documents of title and approvals from various authorities in respect of the said property including the Agreements for Development and other documents referred to hereinabove and the Purchaser confirms that only after inspecting the aforesaid document and all other approvals and being satisfied in respect thereof, the Purchaser has entered into this Agreement.
- g) While accepting the possession of the said premises from the Promoter, the Purchaser shall get himself satisfied about the quality of work and providing of amenities etc., and after the Purchaser taking possession of the said premises, the Purchaser shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or Amenities provided and the nature of the construction of the said premises or otherwise whatsoever.
- h) In the event of Society being formed and registered before the sale and disposal by the Promoter of all the premises, the powers and the authority of the Society so formed shall be subject to the overall authority and control of the Promoter in respect of all matters concerning the said building/s and Said Property. The Promoter shall have absolute authority and control as regards the unsold Flats and the sale and disposal thereof. Under such circumstances, the Promoter shall have undisputed right to sale the premises and Parking Space to any third party and to receive and appropriate the consideration thereof for them. In such eventuality, on receipt of application by such purchases, duly accompanied with requisite share money and entrance fees, it shall be binding on Purchaser and the Society to accept such Purchaser of unsold premises as members of the Society without demanding any premium, donation or the amount thereof. The Stamp Duty and Registration Charges payable on this Agreement and all incidental expenses therefor shall be borne and paid by the Purchaser alone. The Purchaser shall, immediately after the execution of this Agreement, lodge this Agreement for registration with the Office of the Sub-Registrar of Assurances at Thane and inform within seven days from the date of such lodgment the serial number and the date of lodgment to the Promoter to enable the Promoter to attend the Office of the Sub-Registrar and to admit execution hereof.



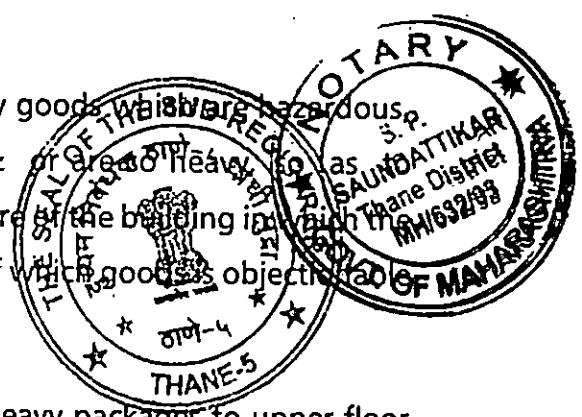
15  
h  
PL

II Shubh Vihar II

- j) The Stamp Duty and Registration charges and expenses of and concerning the execution and registration of the Conveyance to be executed shall be borne and paid by the Purchaser along with other Purchasers of flats and premises in the said property, in proportion of their respective holdings as and when demanded by the Promoter or the Society as the case may be.
- k) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title and interest of any kind whatsoever into or over the said premises and/or said property or any part thereof such conferment shall take place only upon the execution of the Conveyance in favour of the Society to be formed.
- l) The Promoter shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.
- m) All notices to be served on the Purchaser as contemplated under this Agreement shall be deemed to have been duly served if posted to the Purchaser under Certificate of Posting or through Courier Services with due acknowledgement at the address given by the Purchaser and as recorded in title of this Agreement or at the address notified in writing by the Purchaser to the Promoter after execution of this Agreement.
- n) It is expressly agreed that the Promoter or his Agent shall be entitled to put a hoarding and/or mobile receiving Antenna on the said building on the said property or any parts thereof and the said hoardings may be illuminated or comprised of Neon Signs and for that purpose the Promoter are fully authorised to allow temporary or permanent construction, erection or installation either on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same. Income derived from such hoarding and/or mobile receiving antenna shall be the income of the Promoter.
- o) The Promoter shall be entitled to use the terrace including the parapet wall for any purpose including display of the advertisements and sign boards and the Purchaser shall not be entitled to raise any objections or to claim any deductions in the price of the premises agreed to be acquired by him and/or claim any compensation or damage on the grounds of inconvenience or any other ground whatsoever from the Promoter.



- p) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- q) The Purchaser for himself and all persons claiming through the Purchaser with the intention to bring all persons into whose hands the premises may come, both hereby covenant with the Promoter as follows :-
- q-i) From the date of possession of the said premises to maintain the premises at Purchaser's own cost, in good and tenantable repairs and condition and not to make any changes alterations or additions to the said premises or any portion thereof and not to do or suffer to be done anything to the staircase, lift and any passage of the building in which the said premises is situated or which may be against rules, regulations and bye-laws of the TMC or any other Competent authorities concerned. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to all those who are affected by the act and/or omission by the Purchaser and/or to the TMC and/or the Authorities concerned.
- q-ii) Not to change the user of the said premises for which it is being sold.
- q-iii) Not to store in the said premises any goods, which are inflammable, combustible or of dangerous nature or are so heavy as to cause damage to the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the TMC or other authorities.
- q-iv) Not to carry or cause to be carried heavy packages to upper floor which may damage or is likely to damage any part of the building in which the Flat is situated and in case any damage is caused on any account by the Purchaser, the Purchaser shall be liable to repair and restore it to its original position prior thereto.

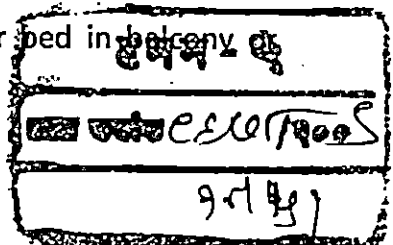
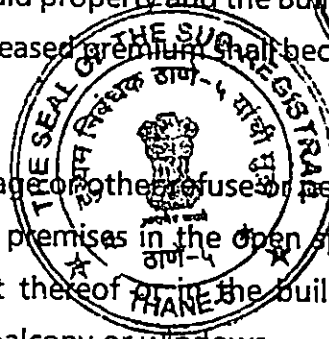


96/149

17  
H MC

II Shubh Vihar II

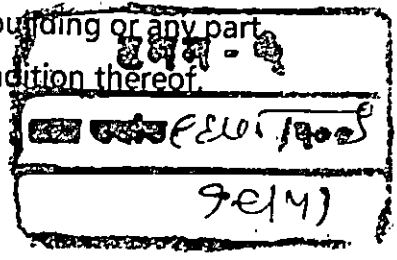
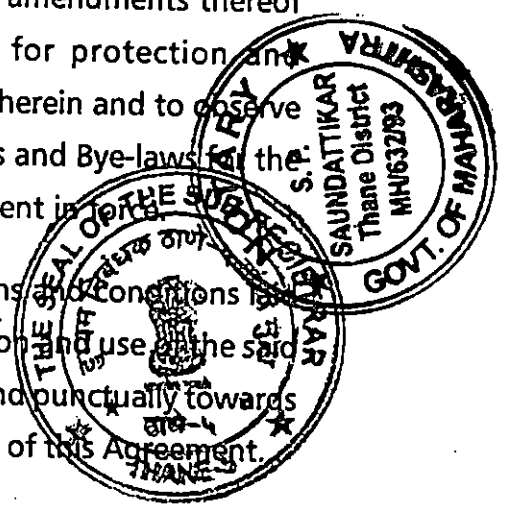
- q-v) Shall carry out at Purchaser's own costs all internal repairs of the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser.
- q-vi) Shall not do or suffer to be done anything in or to the building or said premises which may be in breach of the rules, regulations and bye-laws of the TMC and/or other authorities and the bye-laws of the Society. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be taken as in breach and shall also be responsible and liable for the consequences thereof to the concerned authority, as also to the other Purchasers if they get affected thereby.
- q-vii) Not to demolish or cause to be demolished the said premises or any part thereof and not at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof nor to make any alteration in the elevation and out side colour scheme of the building in which the said premises is situated and keep the Flat, sewers and drainage in the said premises and all appurtenances thereto in good tenantable repairs and condition so as to support, shelter and protect the other parts of the building.
- q-viii) Shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC parts or other structural members in the said premises.
- q-ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the Building or any part thereof or whereby any increased premium shall become payable.
- q-x) No to throw dirt, rubbish, rages, garbage or other refuse or permit the same to be thrown from the said premises in the open space surrounding the building or any part thereof or in the building common areas, install flower pots in balcony or windows.
- q-xi) The Purchaser further shall not install Flower bed in balcony or windows of the said premises.



Handwritten signature and initials.

II Shubh Vihar II

- q-xii) Pay to the Promoter within 7 days of demand by the Promoter proportionate share of security deposit demanded by authority for giving water, electricity or any other service or amenities in connection with the said premises.
- q-xiii) To bear and pay increase in local taxes, water charges, insurance, levy, cess duty, etc., which are imposed by the TMC and/or Government and/or other public authority, on account of any action/inaction by the Purchaser or otherwise as is applicable from time to time.
- q-xiv) Shall not let, sub-let, transfer, assign or part with Purchasers' interest or benefit under this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and after the Purchaser has obtained in writing the specific No Objection from the Promoter for such transfer and sale etc.
- q-xv) Shall observe and perform all the rules and regulations that are communicated by the Promoter from time to time till the Promoter are in management and upon the Society taking over management, to observe and perform the rules of the Society adopted at its inception and any additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the building and the Flats therein and to observe and perform the Building Rules, Regulations and Bye-laws at the time being of the TMC and of the Government in force.
- q-xvi) Shall observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises and pay and contribute regularly and punctually towards the outgoings in accordance with the terms of this Agreement.
- q-xvii) Till Conveyance is executed the Purchaser shall permit the Promoter and all persons authorised by the Promoter at all reasonable times, to enter into and upon the said premises and building or any part thereof to view and examine the state and condition thereof.



*h pl*

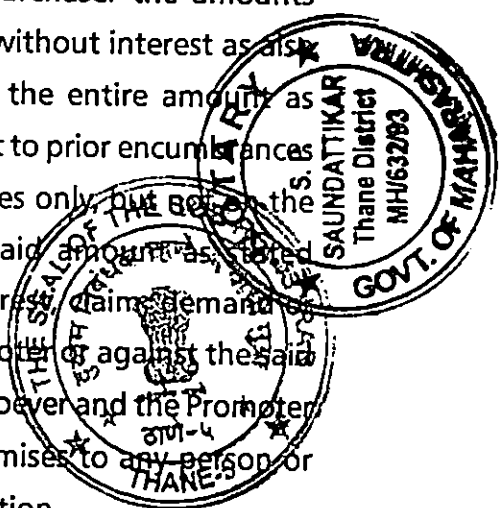
II Shubh Vihar II

q-xviii) Shall not demand partition of Purchaser's interest in the said building and/or said property, Purchaser's interest in the said property being impartible.

9. DATE OF POSSESSION:

It is expressly agreed that the possession of the said Flat will be endeavored to be handed over by the Promoter to the Purchaser by November, PROVIDED the Promoter has received full purchase consideration of the said premises and all other amounts payable by the Purchaser to the Promoter under this Agreement as also the Promoter has received all such amounts from other Purchasers strictly as per time schedule and provided the construction by the Promoter is not delayed on account of non-availability of steel, cement and other building materials, water or electric supply and any act of God, Civil Commotion, Riots or any notice, order, rule or notification of the Government and/or other public body and/or Competent Authority and/or any individual resulting in stopping or disturbing the construction schedule of the Promoter and there is no delay in issue of Occupation Certificate by TMC and/or Planning Authority and there are no circumstances beyond the control of the Promoter. Non payment of consideration and of dues by the Purchaser and other Purchasers of premises in the Building strictly as per time schedule stipulated in their respective Agreements shall be construed as one of the circumstances, beyond the control of the Promoter. Subject to above, if the Promoter for any other reasons is unable to give possession of the said premises by the date stipulated hereinabove then the Promoter agrees that the Promoter shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said premises without interest as also without any deduction of any amount therefrom. Till the entire amount as stated is refunded by the Promoter to the Purchaser, subject to prior encumbrances if any, such amount shall have charge on the said premises only, and the amount as stated hereinaabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose off the said premises to any person or party as the Promoter may desire at their absolute discretion.

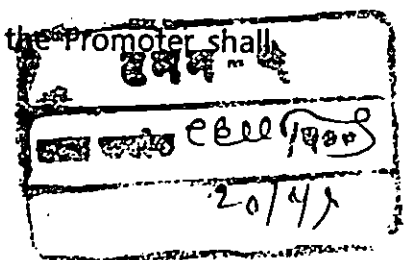
*h*  
*PC*



10. PROMOTER TO CONVEYENCE:

a) Subject to terms of this Agreement being fulfilled, the Promoter shall

*h*  
*PC*



## II Shubh Vihar II

execute the Conveyance in respect of the said property. All costs, charges, expenses by way of Stamp Duty and Registration Fee and all other expenses whatsoever required to be incurred shall be borne and paid by the Purchaser alone along with other Purchasers of premises on pro-rata basis. The contribution as demanded by the Promoter for such expenses shall be binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.

- b) Advocate of the Promoter shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with formation and registration of Society, the preparation and execution of the Conveyance or other documents shall be borne and paid by the Purchaser and all the Purchasers in the said property in proportion to the area of their respective premises. If any of the Purchasers commit default in such payment, the Promoter shall not be liable or responsible for resultant delay in execution of the Conveyance.

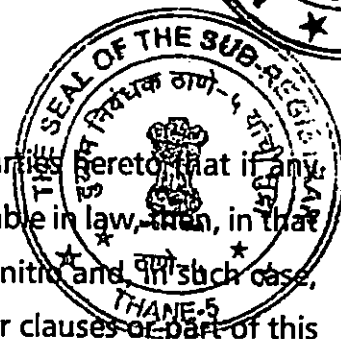
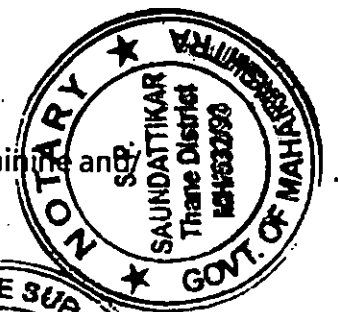
### 11. MEANING OF WORDS IN THE AGREEMENT:

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine/neutral gender used herein shall include male/feminine and or neutral gender as the case may be wherever applicable.

### 12. SEVERABILITY OF CLAUSES OF AGREEMENT:

It is specifically agreed by and between the parties hereto that if any provision hereof shall be held invalid, illegal or unenforceable in law, then, in that event the entire Agreement shall not be treated void-ab-initio and, in such case, such of the other clause or clauses or part of the clause or clauses or part of this Agreement shall be severed from such invalid, illegal and unenforceable Agreement and the Agreement to the extent it is valid shall remain in force and effect.



LFC

हुमन - ६  
27/4/2025



II Shubh Vihar II

13. APPLICABILITY OF MOFA:

This Agreement shall always be subject to the provisions contained in the MOFA and Maharashtra Ownership Flats Rules, 1963 and any other provisions of law applicable thereto.

14. MISCELLNEOUS:

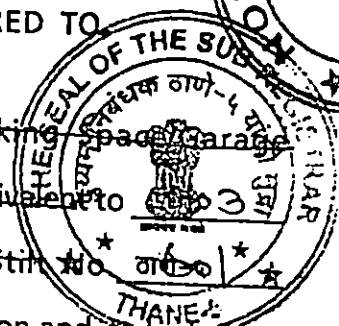
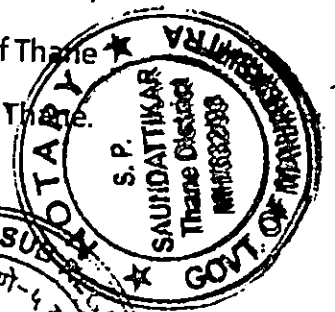
- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of project, perspective and such other sale promotional and publicity literature shall be informative in its nature and subject to change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE PIECES OR PARCELS OF AGRICULTURAL LAND hereditaments and premises adm. 1190 Sq. Mtrs., bearing Old Survey No.64 now bearing New Survey No.118 situate, lying and being at Balkum, Thane, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of the Municipal Corporation of the City of Thane.

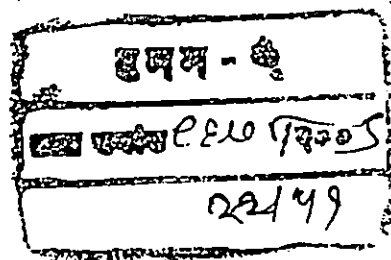
SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT premises being Flat/Shop/Office/Parking space/garage admeasuring 702 Sq. Ft., Carpet/built up equivalent to 600 Sq.ft., or thereabout bearing Flat/Shop/Office/Store No. 600 on 6<sup>th</sup> Floor of the building under construction and to be known as "SHUBH VIHAR" on the said property more particularly described in the First Schedule written hereinabove.



Handwritten initials 'S.P.' and 'SA'.

Handwritten signature or initials.



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

SIGNED AND DELIVERED By the  
withinnamed the "PROMOTER"  
M/s. SHUBH BUILDERS & DEVELOPERS,  
A Partnership Firm -  
Through its Partner -



SHRI Kumar V. MENDA

*Kumar Menda*

in the presence of .. ...

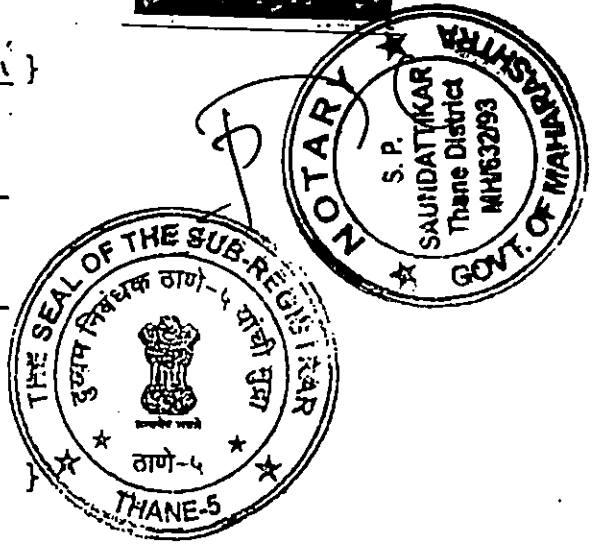
(Witness)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

SIGNED AND DELIVERED By the  
Withinnamed the "PURCHASER"



(1) Shri/Smt./M/s. SAMEET P. Joshi  
through P/A Holder  
Shri PRALHAD S. Joshi



in the presence of ... ..

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

उपम - ६  
२३/११

|| Shubh Vihar ||

RECEIPT

RECEIVED of and from the withinnamed Purchaser, a sum of  
Rs. 3,32,000/- (Rupees Three Lacs Thirty Two  
thousand only only) being the  
amount of earnest money to be paid by him to us as per these presents.

(Witness) :- I SAY RECEIVED Rs. 3,32,000/-

1.

2.

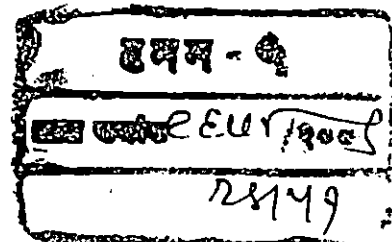
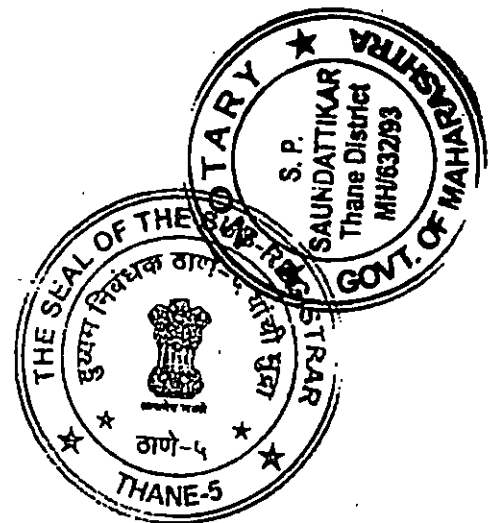
For M/s. Shubh Builders & Developers

*Kamal Meher*

Partner

PROMOTER.

XXXX



ANNEXURE - A

गांव नमुना सात (अधिकार अभिलेख पत्रक)

यु. स. ( ६६/ )

गांव वाठकुम  
वातुका ८१०

|                              |                           |                |                          |
|------------------------------|---------------------------|----------------|--------------------------|
| भूमापन क्रमांक               | भूमापन क्रमांकाचा उपविभाग | भूमापना पद्धती | भोववटादाराने नांव        |
| न. स. ११८                    | —                         | —              | १३३ ७२१२<br>२७०२ १२४२    |
| मौलीये स्थानिक नांव          | ३३३०                      |                | ११५ काना मलात्रे<br>३३३० |
| लागवडी योग्य क्षेत्र         | हेक्टर                    | आर             |                          |
| एकूण                         | ०-३१-९                    |                |                          |
| पो. ख. (लागवडी योग्य नसलेले) | ०-११-९                    |                |                          |
| वर्ग (अ)                     | —                         | —              |                          |
| वर्ग (ब)                     | —                         | —              |                          |
| एकूण                         | —                         | —              |                          |
| अकारणी                       | १ = १४                    |                | २३१०                     |
| तुटो किंवा विशेष आकारणी      |                           |                |                          |

कुळाचे नांव  
हर अधिकार ६० ९४४  
२७९९ ३३३०  
१२४२ ३३३०  
३३३१

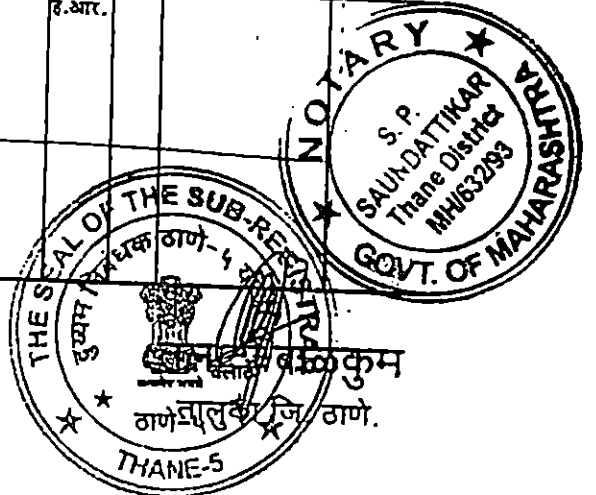
सिमा आणि भूमापन विन्दे

गांव नमुना बारा (पिकां नि नोंद वही)

| वर्ग | हंगाम | पिकाखालील क्षेत्राचा तपशील |          |           |                                    |        |  |                          |          |           | लागवडीसाठी उपलब्ध नसलेली जमीन |    | वर्तमान मालक | वर्तमान मालकाचे पत्ता | टप्पा |
|------|-------|----------------------------|----------|-----------|------------------------------------|--------|--|--------------------------|----------|-----------|-------------------------------|----|--------------|-----------------------|-------|
|      |       | मिश्र पिकाखालील क्षेत्र    |          |           |                                    |        |  | निर्भळ पिकाखालील क्षेत्र |          |           | एकर                           | बे |              |                       |       |
|      |       | मिश्र पिकाचे क्षेत्र       | पुस्तकिक | इतर किंवा | घटक पिके व प्रत्येका खालील क्षेत्र |        |  | पिकांचे क्षेत्र          | पुस्तकिक | इतर किंवा |                               |    |              |                       |       |
| १    |       | दे.आर.                     | दे.आर.   |           | दे.आर.                             | दे.आर. |  | ३.आर.                    | ३.आर.    |           | दे.आर.                        |    |              |                       |       |
|      |       |                            |          |           |                                    |        |  |                          |          |           |                               |    |              |                       |       |

असमान बाबतून खरी नक्कास दिली आहे.

दिनांक २७/११/२००५



हजम - ६  
२७/११/२००५  
२५/११

ANNEXURE - B

In the Court of Shri S.S.Menham, Dy. Collector & Compet. Authority, Thane Urban Agglomeration & SKMs. Peripheria Area of Greater Bombay Urban Agglomeration at Thane.

Read:- This office under No.ULC/TA/Kolshet/SR-124+87+116 dated 27/8/1986

Case No. ULC/TA/Balkum/SR-230  
Date of decision 4/4/1989  
Name of declarant Shri Dadu Kanha Mhatre of Balkum.

ORDER UNDER SECTION 8(4) OF THE URBAN LAND (CEILING AND REGULATION) ACT, 1976

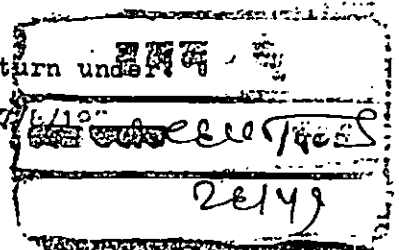
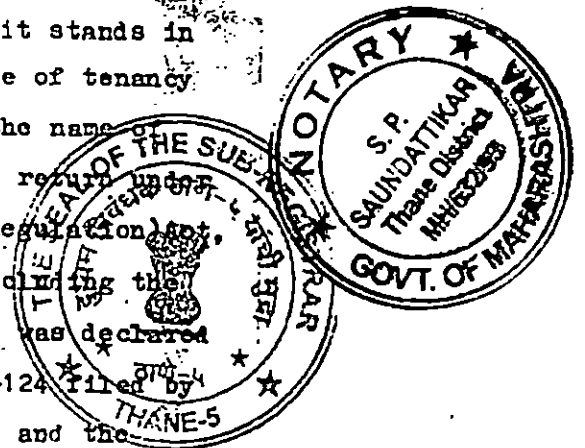
1. Smt. Kanta Rasiklal Makhecha had filed a return under section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 on 16/8/1976. it is registered at Sr.No.ULC/TA/Kolshet/SR-124+87+116 in respect of the following lands.

| Dist. | Tal.  | Village | S.No.     | Area in sq.mtrs. |
|-------|-------|---------|-----------|------------------|
| Thane | Thane | Balkum  | 64 & etc. | 1190-00          |

2. The said return was decided under this office order No.ULC/TA/Kolshet/SR-124+87+116 dt.27/8/1986 declaring the declarant to be surplus land holder. The above S.No. i.e. S.No.64 was declared surplus in the said 8(4) order.

3. It is now seen from the extract of V.F.No.VII-XII and extract of Mutation entry No.2703 that it stands in the name of Shri Dadu Kanha Mhatre by virtue of tenancy decision. Since this S.No. now stands in the name of Shri Dadu Kanha Mhatre who has filed the return under section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the lands held by him including the land under S.No.64. The holding of S.No.64 was declared surplus in the return No.ULC/TA/Kolshet/SR-124+87+116. Smt. Kanta Rasiklal Makhecha is now deleted and the holding of this S.No. is included in the holding of Shri Dadu Kanha Mhatre.

4. Shri Dadu Kanha Mhatre has filed a return under section 6(1) of the Urban Land Ceiling Act on 27/8/1986 in respect of the following lands:-



| Dist. | Tal.  | Village | S.No. | Area in Acres |
|-------|-------|---------|-------|---------------|
| Thane | Thane | Balkum  | 59/4  | 0 -08- 6      |
|       |       |         | 64    | 0 -11- 9      |
|       |       |         |       | 0 -20- 5      |

5. The case was forwarded to City Survey Officer for measurement and verification of total holding of the declarant. He has prepared the measurement plan and submitted his report alongwith the area statement which is as under:-

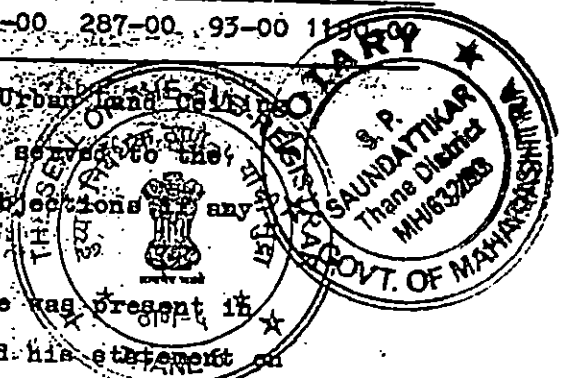
| Dist. | Tal.  | Village | S.No. | Area in sq.mtrs. |
|-------|-------|---------|-------|------------------|
| Thane | Thane | Balkum  | 50A   | 300-00           |
|       |       |         | 59/4  | 860-00           |
|       |       |         | 64    | 1190-00          |
|       |       |         | 86/1  | 380-00           |
|       |       |         |       | 2730-00          |

6. The case was sent to Asstt. Town Planner attached to this office for preparing technical scrutiny sheet and zoning of above landed property. The Asstt. Town Planner has submitted his report. The details of scrutiny sheet are as under:-

| Village | S.No. | Total holding | Zoning     | Area under Road | Area under open space | Built up                           | L.A.           | Net vacant |
|---------|-------|---------------|------------|-----------------|-----------------------|------------------------------------|----------------|------------|
| Balkum  | 50A   | 300-00        | Open space | -               | 300-00                | -                                  | -              | -          |
|         | 59/4  | 860-00        | O.S+Road   | 460-00          | 400-00                | -                                  | -              | -          |
|         | 64    | 1190-00       | Resi.      | -               | -                     | -                                  | -              | 1190-00    |
|         | 86/1  | 380-00        | Resi.      | -               | -                     | Temple<br>66-00<br>House<br>221-00 | 30-00<br>63-00 | -          |
|         |       | 2730-00       |            | 460-00          | 700-00                | 287-00                             | 93-00          | 1190-00    |

7. A notice under section 8(3) of the Urban Land Ceiling Act, 1976 alongwith the draft statement was served to the declarant on 8/8/1988 asking him to file objections if any within a statutory period of 30 days.

8. The declarant Shri Dada Kanna Mhatre was present in this office on 12/12/88. He has recorded his statement on above mentioned day. He has stated in his statement that the



43/-  
 ७५५ - १  
 २५/५९

land under reference has been purchased by him as a tenant. He has further stated that the following persons are the legal co-sharers to the land under reference.

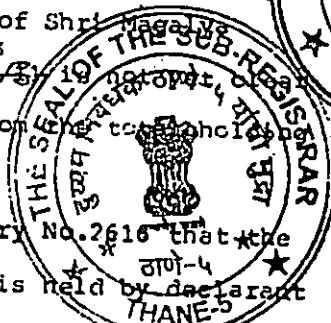
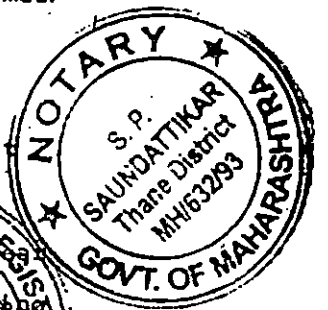
| Sr. No. | Name of Co-sharers                           | Relation with declarant | Age    |
|---------|--|-------------------------|--------|
| 1.      | Shri Dadu Kanha Mhatre                       | Self                    | 57 yrs |
| 2.      | Shri Vijay Dadu Mhatre                       | Son                     | 28 "   |
| 3.      | Smt. Indubai Dadu Mhatre                     | Daughter                | 26 "   |
| 4.      | Shri Ramesh Dadu Mhatre                      | Son                     | 24 "   |
| 5.      | Shri Suresh Dadu Mhatre                      | "                       | 22 "   |
| 6.      | Smt. Sudhabai Dadu Mhatre                    | Daughter                | 20 "   |
| 7.      | Smt. Mohinibai Dadu Mhatre                   | "                       | 16 "   |
| 8.      | Smt. Meenabai Dadu Mhatre                    | "                       | 18 "   |
| 9.      | <sup>Kum</sup> Smt. Jayashri Bai Dadu Mhatre | "                       | 14 "   |
| 10.     | Shri Manik Dadu Mhatre                       | Son                     | 9 "    |

The declarant has produced the following documents.

1. Extract of V.F.No.VIII-A
2. Extract of V.F.No.VII-XII bearing S.No.86/1, 50A, 59/4, 64, 223/3
3. Extract of V.F.No.VI i.e. Mutation Entry No.2613,2614, 2616,2703, 1581.
9. It is revealed from the extract of Mutation Entry No. 2616 certified on 15/6/1985 that the land bearing S.No.50A, 59/4, 223/3, of village Balkum stood in the name of Smt.Bhima-bai Ashok Tamhane and two others but actual possession was held by Shri Dadu Kanha Mhatre and hence the above mentioned land transferred in the name of declarant as tenant except S.No.223/3 as per remarks recorded by the Circle Inspector in remark column ~~Maxxxxxxxx~~ on 15/6/85 in V.F.VI of village Balkum that the said land actual possession was held by Jijabai Ramesh Gide.

It is also seen from the copy of an extract of 7/12 (S.No.223/3) issued by the Talathi Balkum on 25/11/1988 that the land of S.No.223/3 stands in the name of Shri <sup>Magalji</sup> Dama. As the record of rights in S.No.223/3 <sup>223/3</sup> I exclude the holding of the said S.No. from <sup>to the</sup> of the declarant.

10. It is revealed from the Mutation Entry No.2616 that the land bearing S.No.223/3 of village Balkum is held by declarant as a tenant. Though this piece of land is held by declarant as a tenant, this S.No. has not been included in his own



2549

holding sheet and therefore while deciding the matter on the above facts I have deleted this S.No. from the total holding of the declarant.

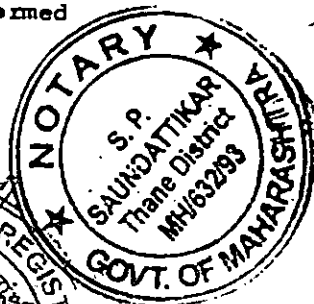
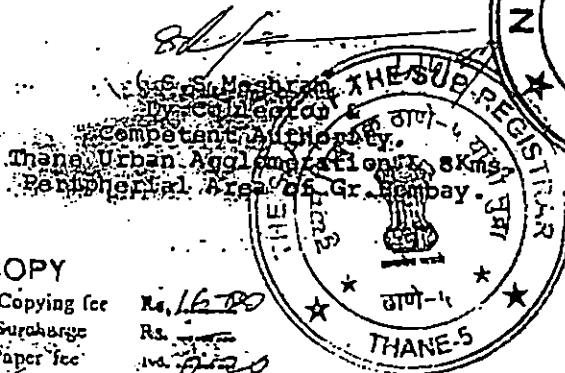
11. On perusal of the above documents produced by the declarant, it is seen that the land under reference is a self acquired property and therefore declarant is entitled to get one share only, and as such the another co-sharer are not eligible to get separate shares.

12. The declarant's land falls in Thane Urban Agglomeration, where the ceiling limit is 2000-00 sq.mtrs. per unit. As such the declarant is entitled to retain land upto 2000-00 sq.mtrs.

13. The computation of the surplus land would be as under:-

|                             | <u>Area in sq.mtrs.</u> |
|-----------------------------|-------------------------|
| Total holding ..            | 2730-00                 |
| <u>Less</u>                 |                         |
| 1) Area under open space .. | 700-00                  |
| 2) Area under Road ..       | 460-00                  |
|                             | 1570-00                 |
| <u>Less</u>                 |                         |
| 1) Land under building ..   | 287-00                  |
| 2) Land appurtenant ..      | 93-00                   |
|                             | 1190-00                 |
| Net vacant land ..          | 1190-00                 |
| Retainable land ..          | 2000-00                 |
| Surplus land ..             | N11                     |

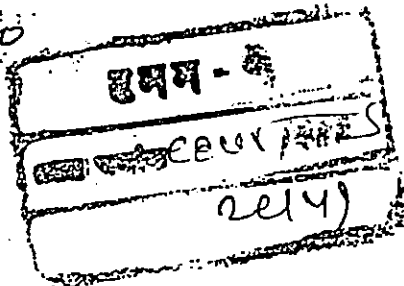
In view of the above facts it is evident that the holding of the declarant is less than the retainable land. I, therefore, order that the declarant Shri Dadu Kanha Mhetre is not a surplus land holder. I, therefore, drop the proceeding. Party be informed accordingly. The old notification be amended.



TRUE COPY

Copy applied for on 21/8/89 Copying fee Rs. 16-00  
 Copy ready on 21/8/89 Surcharge Rs. ....  
 Copy delivered on 22/8/89 Paper fee Rs. 8-00  
 Copied by P. Charges Rs. ....  
 Total Rs. 24-00

Thane Urban Agglomeration











64135  
2022



निमित्त केले  
8/11/22  
गिः की तालिका

श्री. बसु काशी प्रसाद  
रा बाळकुम, ता नि ठाणे  
प्रति,

सही/-  
(एस एस डी)  
निकायिकाठी तालिका

उपरोक्त वार्दी आगव्या मालकी वकलाबाबत जागेवर धोऱ्याधोसाठी रस्ता असलेबाबत, कुठकमुहलपार  
पर्याव देखतेबाबत सदर जागेबाबत कोऱ्यापधोसाठी न्यायालयाला दावा प्रलंबित नसलेबाबत प्रतिबोलाख  
दिनांक १२/१०/२००७ रोजी दिलेला आह. सदर प्रतिबोलाखोऱ्यालील सध आदी व थार्ली आऱ्यासाठी  
व वकलाकाक राहलेला, सदर प्रतिबोलाखोऱ्यालील आटी व थार्ली धोऱ्या एकाली आटीचे उल्लंघन झालेस  
दिलेली परवानगी रद्द होईल.  
जागव्या मुहंभुतान्याबाबत काठी भुतान उद्भवतल्यास त्याचे निरसन करतोवी नवाबतरी सधेदी  
अऱ्यासाठी दावेवर राहिलेला. तसेच भोवत्यात काठी क्षेत्र संपादन केल्यास तेवढे क्षेत्र सोडून द्यावे  
लागेला.  
जागिन स.न. ११८ ही जागिन कु.का.क. व ३ वा पत्र आह. सदर जागेनीली नगरपधोसाठी १०  
पर एकम कर ७८/- (अशरी व. अड्युडाबतर मास) इतकी तल्लिलेला तागा यांचेकडील  
पावती क ०२४८६३२५ दिनांक १२/११/२००७ अन्वये शासकीय खोलिऱ्यात मरणा केरी आह.

क.महसूल/क-१/२१/एनएपी/एसआर ३०२/०७

ANNEXURE - D



Certificate No. 253

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

AMENDED PERMISSION / COMMENCEMENT CERTIFICATE

V. P. NO. 2006/125 TMC / TDD / 547 Date 25/11/08

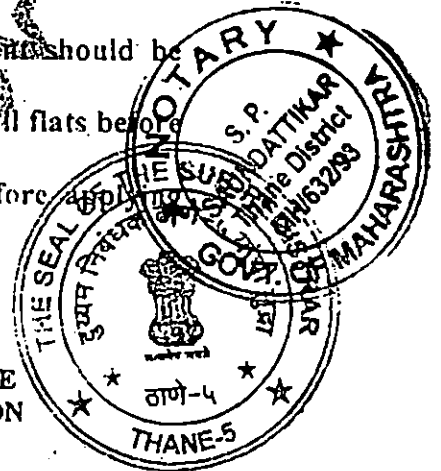
To, Shri/Smt. M/s. Archetype (Architect) Consultants (i) Pvt. Ltd. Shri. Dadu Kaulha Mhatre & Others (Owners) M/s. Gulh Builder & Developers through partner Shri. Kumar Vasudev Mandha (P.O.A.)

With reference to your application No. 30769 dated 13/10/2008 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As Above in village Bolkum Sector No. v Situated at Road / Street S.No. / C.T.S. No. / F.P. No. Old S.No. 64, New S.No. 118

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

- 1) The land vacated in consequence of the enforcement of the set back line shall form part of the public street.
2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
3) The development permission / Commencement Certificate shall remain valid for a period of one year commencing from the date of its issue.
4) This permission does not entitle you to develop the land which does not vest in you.
5) Thane Municipal Corporation will not supply water for the construction purpose.
6) The proposed building should be structurally designed by considering seismic forces as per B.S. Code No. 1893 & 4326 & certificate of structural stability should be submitted at the stage of Occupation Certificate.
7) N. O. C. from water, gas and drainage department should be submitted before Occupation Certificate.
8) Letter boxes should be provided on ground floor for all flats before Occupation Certificate.
9) Solar water heating system should be installed before Occupation Certificate.

WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.



Yours faithfully,

Office No. Office Stamp Date Issued

Municipal Corporation of the city of Thane. 30749



Certificate No. 278

**THANE MUNICIPAL CORPORATION, THANE**

(Regulation No. 3 & 24)

**SANCTION OF DEVELOPMENT**

**Amended PERMISSION / COMMENCEMENT CERTIFICATE**  
Bldg.- Stilt(Pt) + Gr.(Pt) + 7 Floors Only (DRC No. 131-Road)

V. P. NO. 2006/125 TMC / TDD 103 Date 27/5/09

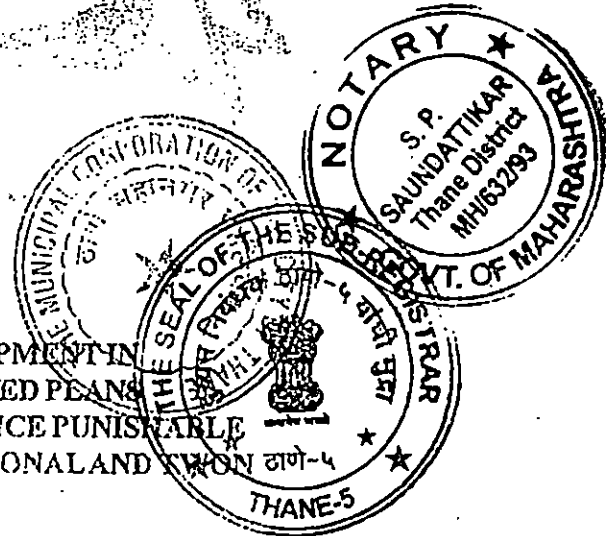
To, Shri/Smt. Archetype Consultants (i) Pv (Architect)  
Shri. Dadu Kanha Mhatre & Others (Owners)  
Shri. M/s. Subh Builder & Develop(Owners)  
through partner Shri. Kumar Vasudev Mendha (P.O.A. H.)

With reference to your application No. 2650 dated 17/4/2009 for development permission / grant of Commencement certificate under section 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. As Above in village Balkum Sector No. V Situated at Road / Street S.No. / C.T.S. No. / F.P. No. Old S.No. 64, New S. No. 118

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

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No New building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The Relevant conditions mentioned in Permission/C.C. No. TMC/TDD/547 Dated 25/11/88 Shall be binding upon you.

**WARNING: PLEASE NOTE THAT THE DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.**



Office No. \_\_\_\_\_  
Office Stamp \_\_\_\_\_  
Date \_\_\_\_\_  
Issued \_\_\_\_\_

Yours faithfully,  
वसुध - ७  
27/5/09  
**EXECUTIVE ENGINEER**  
Town Development Department,  
Municipal Corporation of  
the city of, Thane.

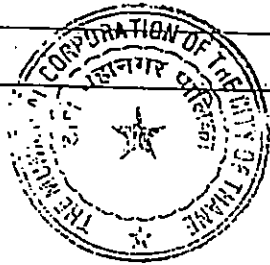
- 10) Information board is displayed on site upto obtaining Occupation Certificate.
- 11) Vacant land tax payment should be done.
- 11) The Relevant conditions mentioned in the Amended Permission/C.C: TMC/TDD/82 dated 12/5/2008 shall be binding upon you.

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_



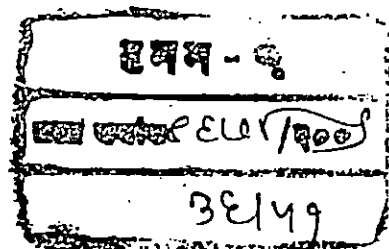
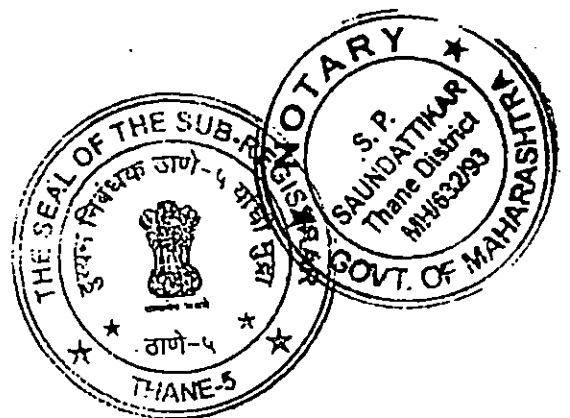
Your's faithfully,

EXECUTIVE ENGINEER,  
Town Development Department,  
Municipal Corporation of  
the city of Thane.

Copy To:-

- 1) Dy. Mun. Commissioner - Zone
- 2) E. E. (Encroachment)
- 3) Competent Authority (U.L.C.)  
for Sec. 20, 21 & 22 if required
- 4) TILR for necessary correction in record of  
land is affected by Road widening/reservation

मंजूर  
"मंजूर" शब्दाचा अर्थ  
विकल्प विकल्प  
...  
...



THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 3 & 24)

SANCTION OF DEVELOPMENT

3208

PERMISSION / COMMENCEMENT CERTIFICATE

इमारत - तळ (पार्ट) + स्टील (पार्ट) + दोन मजले

V.P. No. २००६/१२५ TMC/TDD / ७३४ Date २/२/०७

To,

Shri / Smt. मे. आर्कीटाईप कन्सल्टंट्स (इं.) प्रा. लि. (वा. वि.) (Architect)

Shri / Smt. श्री दादू कान्हा म्हात्रे व इतर (मालक)

Sir, मे. शुभ बिल्डर्स अँड डेव्हलपर्स तर्फे भागीदार श्री कुमार वासुदेव मेंढा  
(कुलमुखत्यारधारक)

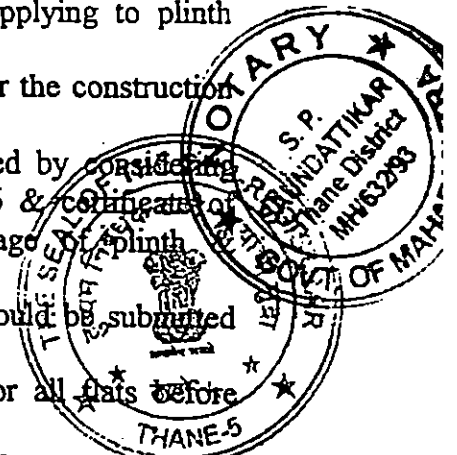
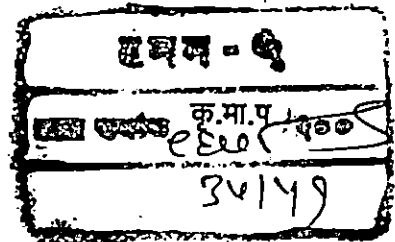
With reference to your application No. २९६६६ dated ५/०९/०६ For development Permission/grant of ~~commencement certificate~~ under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरिल प्रमाणे in village वाळकुम Sector No. 5 Ward No. \_\_\_\_\_ situated at Road/ Street \_\_\_\_\_ C.T.S. No./ H.No. / T. No. जुना स.नं.६४, नविन स.नं.१९६ the development permission / the ~~commencement certificate~~ is granted subject to the following conditions.

- 1) The land vacated in consequences of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development Permission / ~~Commencement certificate~~ shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) The compound wall should be constructed before applying to plinth certificate.
- 6) Thane Municipal Corporation will not supply water for the construction purpose.
- 7) The proposed building should be structurally designed by considering seismic forces as per I.S.I. Code No. 1893 & 4326 & ~~condition~~ of structural stability should be submitted at the stage of plinth Occupation Certificate.
- 8) N.O.C. from water, tree, and drainage department should be submitted before Occupation Certificate.
- 9) Letter boxes should be provided on ground floor for all flats before Occupation Certificate.
- 10) Plot boundary to be fixed as per demarcation by TILR before commencement notice.

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

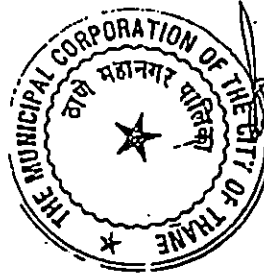
Date \_\_\_\_\_



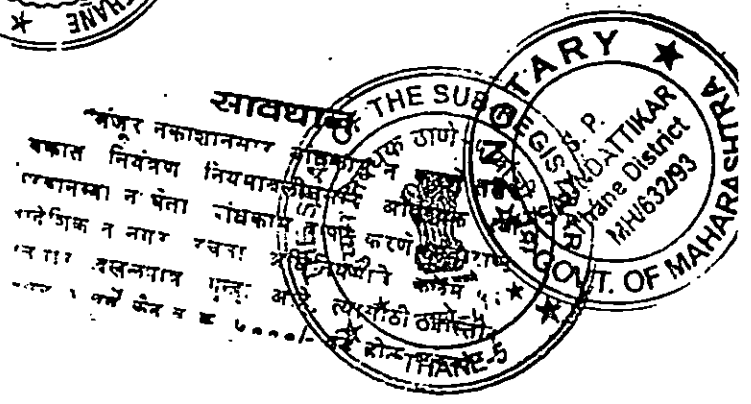


- 11) Storm water drain layout and rainwater harvesting system should be got approved from Drainage Department before applying for Plinth Certificate and should be commissioned before applying Occupation Certificate. NOC of drainage dept. regarding crossing of drain should be submitted before applying Commencement Certificate.
- 12) Solar water heating system should be installed before applying Occupation Certificate.
- 13) Information board to be displayed on site up to obtaining Occupation Certificate.
- 14) Vacant land tax payment should be done.
- 15) N.A. Permission/ Order should be submitted before applying Commencement Certificate.
- 16) Regarding any dispute in ownership, the applicant will be sole responsible.

**WARNING :** PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.



*[Signature]*  
 २५/७  
 कार्यकारी अभियंता,  
 शहर विकास विभाग,  
 ठाणे महानगरपालिका, ठाणे



रुपम - ३  
 २००८/२००९  
 ३१५१

ANNEXURE - E

**MODAR A. PATIL**  
B.A., B.COM., D.C.L., LL.B.  
ADVOCATE

DAP/2008/29

203, SUVRAT, Bhavani Chowk,  
(Tembhi Naka), Thane(W)-400 601.  
Tel.(L) : 25472502  
(M) : 98206 03923  
Email : damodar\_patil@yahoo.com

Date : 28 MAR 2008

CERTIFICATE OF TITLE

Re. :- The immovable property being Agricultural land situated at Village Balkum, Thane, Taluka & District Thane and within the limits of the Municipal Corporation of the City of Thane and having following description as per Revenue Records :-

| Sr. No. | Old Survey No. | New Survey No. | Area Sq. Mtrs. |
|---------|----------------|----------------|----------------|
| 1.      | 64             | 118            | 1190           |
|         |                |                | 1190           |

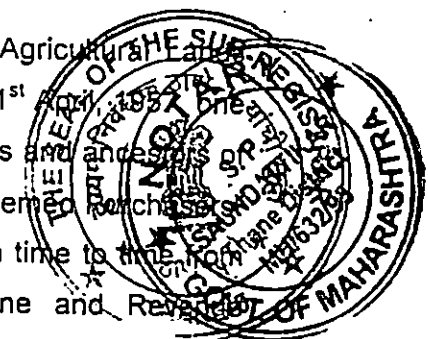
(hereinafter referred to as the "SAID LAND").

Shri Dadu Kanha Mhatre and Others - OWNERS

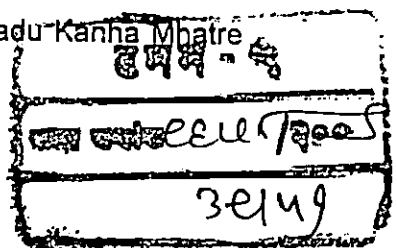
TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CONFIRM THAT I have investigated the title of the Owners to the Said Land and on the basis of search taken with the office of the Sub-Registrar of Assurances, Thane; Public Advertisement; perusal of Revenue Records and documents submitted and declarations made and clarifications given, I have observed as under :-

1. As per provisions of Bombay Tenancy and Agricultural Lands Act, 1948 (for short "TENANCY ACT") on tiller day i.e. 1<sup>st</sup> April 1957 Smt. Kanta Rasiklal Makhecha & others were the holders and the Owners herein were the Agricultural Tenant and "Deemed Owners" of Said Land. As per the Judgements and Orders from time to time the Agricultural Land Tribunal and Tahasildar, Thane and Revenue Authorities, Shri Dadu Kanha Mhatre and others, became the Kabjedar and owners of the Said Land. Thus, at present said Dadu Kanha Mhatre and others; are holding the Said Land as owners thereof.



*[Handwritten signature]*



2. As per the Development plan sanctioned under the provisions of Maharashtra Regional and Town Planning Act, 1966 for Thane Municipal Corporation area, the Said Lands are shown under "Residential Zone".

3. The Competent Authority under Urban Land (Ceiling and Regulations) Act, 1976, (ULC ACT), by and its Order dated 4<sup>th</sup> April, 1989 under Section 8(4) of the said Act, declared the said land is less than the Retainable Land.

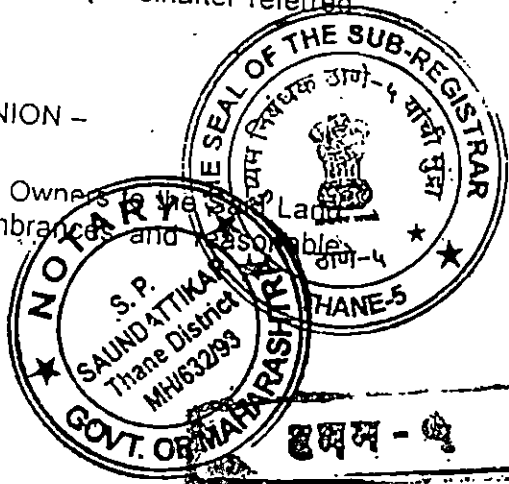
4. The District Collector of Thane, being the Competent Authority under Maharashtra Land Revenue Code, 1966, by and under his order dated 13<sup>th</sup> November, 2007, has granted permission for Non-Agricultural user of the said land.

5. By and under Regd. Agreement for Development dated 2<sup>nd</sup> May, 2006, the said Owners have granted development rights in the Said Land to and in favour of M/s. Shubh Builders and Developers of Thane (hereinafter referred to as the "SAID DEVELOPERS").

7. The Thane Municipal Corporation, being the Competent Authority under the Maharashtra Regional and Town Planning Act, 1966 and Bombay Provincial Municipal Corporation Act, 1949, vide its permit and sanction bearing V.P. No.2006/125/TMC/TDD/734, dated 9<sup>th</sup> February, 2007 read with Commencement Certificate bearing V.P. No.2006/125/TMC/TDD/692 dated 7<sup>th</sup> January, 2008, has permitted the construction of buildings thereon as per the plans and specifications (hereinafter referred to as the "SAID SANCTIONED PLANS").

8. IN VIEW OF THE ABOVE, IN MY OPINION -

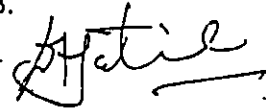
a) Subject to above, otherwise the title of the Owners of the Said Land is clear, marketable and free from encumbrances and reasonable doubts.



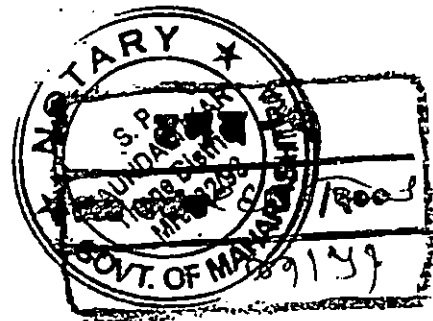
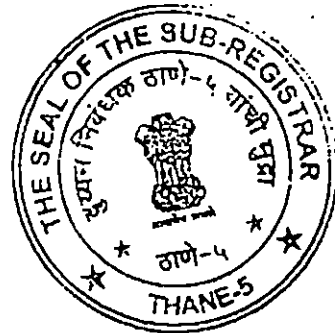
2014

- b) Said M/s. Shubh Developers has got subsisting rights to develop the said land as per the said sanctioned plans or their further amendments or modifications as may be approved and to sale the flats and premises therein to the prospective buyers.

Thane, dated on this 28<sup>th</sup> day of March, 2008.

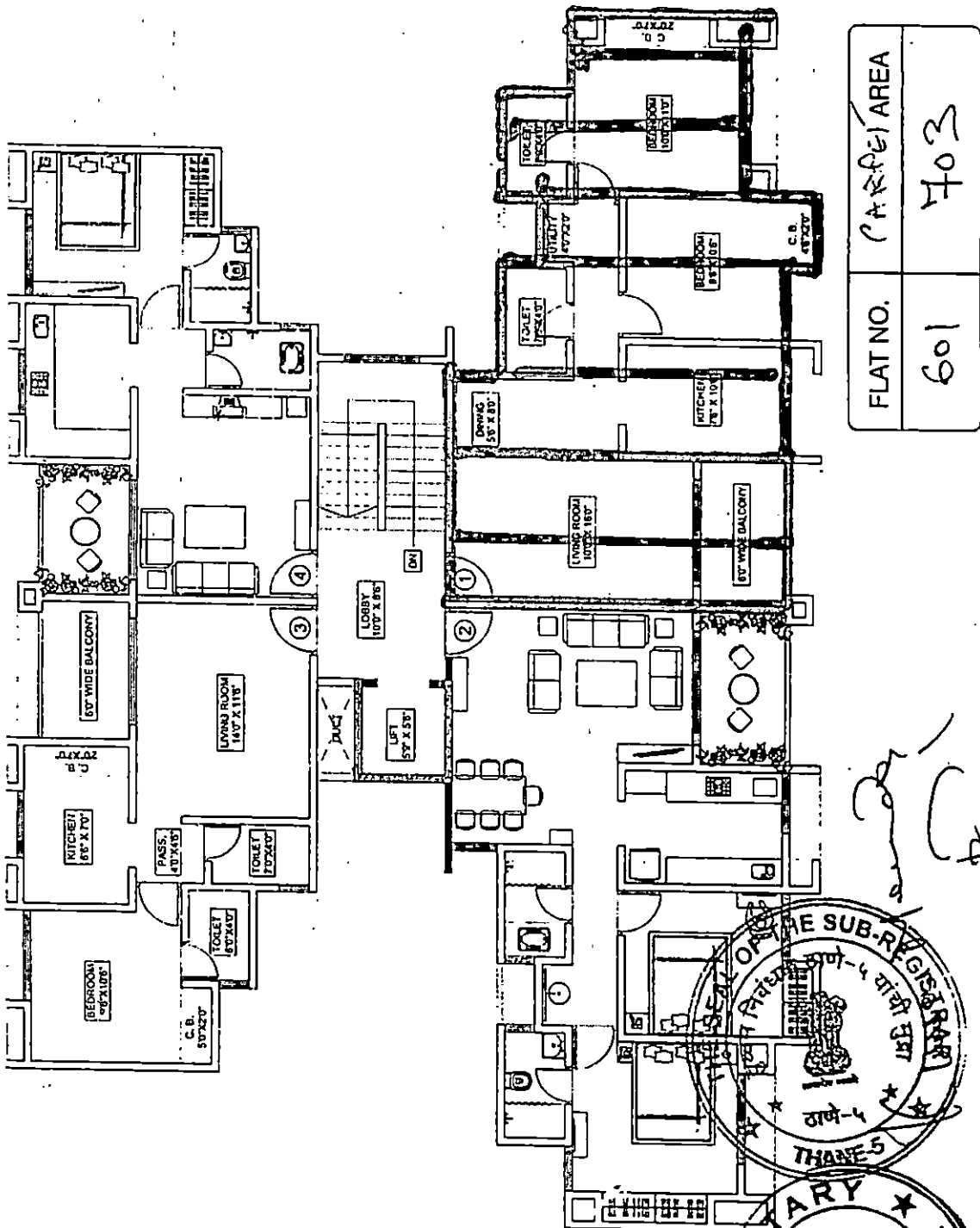


(DAMODAR PATIL)  
Advocate

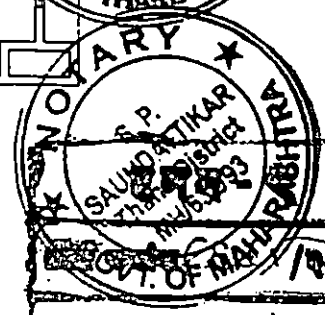
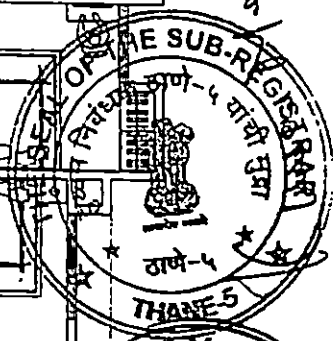


ANNEXURE - F

TYPICAL FLOOR PLAN



|          |             |
|----------|-------------|
| FLAT NO. | CARPET AREA |
| 601      | 703         |



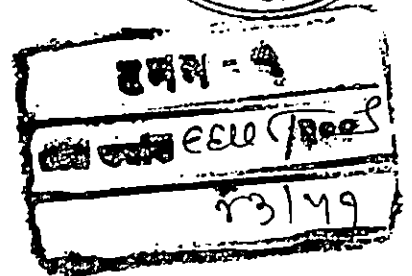
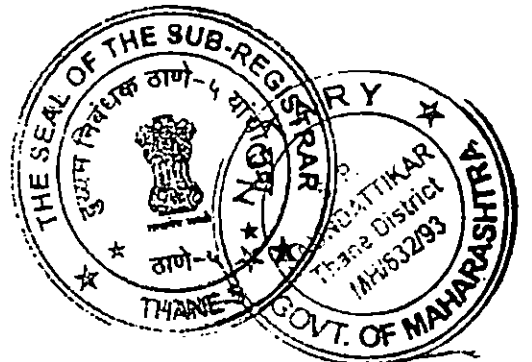
82143

II Shubh Vihar II

ANNEXURE - G

Amenities

- Attractive P.O.P. Ceiling in Living Room
- Marbonite / Granamite flooring in entire flat
- Black Granite platform with good quality S. S. Sink in Kitchen
- Quality Ceramic / Glazed tiling on wall above kitchen platform
- Full Ceramic / Glazed tiling in Bathroom & Toilet
- Doorframes with hot pressed flush door shutter
- Bathroom & W.C. with Sintex door
- Internal wall finished with POP type
- Oil Bond Destemper paints in all rooms
- Powder Coated Aluminium Sliding window
- Concealed Plumbing with Standard CP fittings
- Concealed copper wiring with Anchor make switches
- Safety features like MCB and ELCB
- A. C. provisions in all Bedrooms
- Exhaust fan provision in Kitchen





**CERTIFICATE**

U/S 32 (1) (b) of the Bombay Stamp Act 1958

Office of the Collector of Stamps, Thane (City)

Case No. Adj. 146/09 Pof Received Adj Fee Rs. 100/-

Vide Challan/Receipt No.: 33 Date 15/10/2009

Received from Shri. Pralhad Shamrao Joshi

Residing at Dombivali

Stamp duty of Rs. 500/- Five

hundred only

vide challan No. 24 D-14/11/2009

Certified under section 32(1)(b) of the Bombay Stamp Act 1958 that the full duty of Rs. 500/- with which this instrument is chargeable has been paid vide article No. 48 (1), (2), (3A) of schedule I of Bombay Stamp Act 1958

This Certificate is subject to the provision of Section 53 (A) of Bombay Stamp Act 1958.

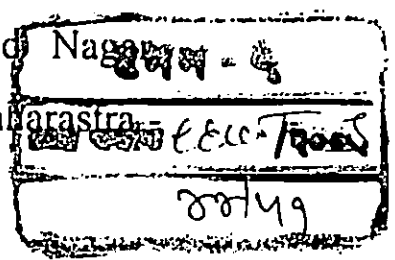
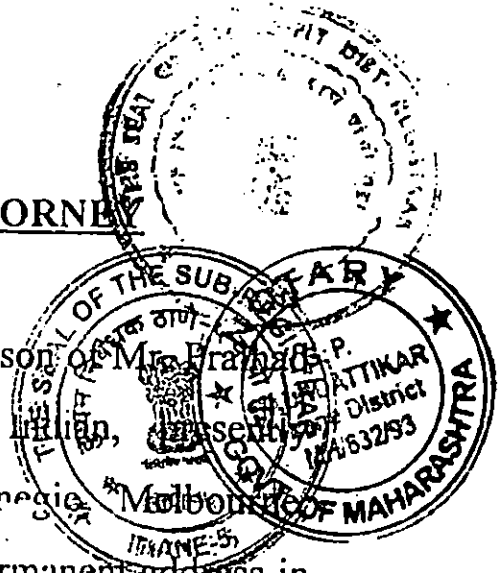
Place: Thane Date: 11/11/2009

Collector of Stamps Thane (City)

जा.सं. 93९७/०९  
४/११/०९

**GENERAL POWER OF ATTORNEY**

I, SAMEET PRALHAD JOSHI son of Mrs. Pralhad P. Shamrao Joshi, adult, a non-resident Indian, residing at 3/46 Belsize Avenue, Carnegie Victoria - 3163, Australia and having permanent address in India at D4 -202 Panchratna Society, Anand Nagar Manpada Road, Dombivali (East), Dist. Thane, Maharashtra 421201, India. SEND GREETINGS;

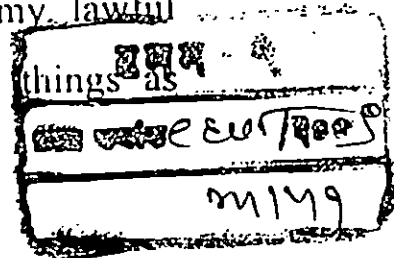
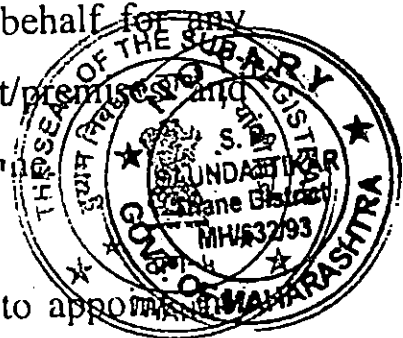


Handwritten signature

WHEREAS I intend to purchase residential flat/premises in Thane district, Maharashtra. Purchase of the flat/premises necessitates execution of documents, negotiating /representing to Builders/Developers, the Government and Municipal Authorities, the lending Bank/ Financial Institute for loan etc.

Being away from India, I am unable to complete all the requirements of dealing with builder/seller/society, negotiating with them, other registration formalities, charges, documentation, payment of stamp duty and thereby obtaining proper title in my name of the said flat/ premises and offer the said flat/premises as security by way of mortgage/charge to the lending Bank/Financial Institute and raise financial assistance from Bank/Financial Institute by way of loan against said flat/premises and comply with all the matters and things connected therewith and to appear before Court /Government or any local authority on my behalf for any dispute relating to transactions of the said flat/premises and to save my interest attached to, from time to time

AND WHEREAS I hereby intend to appoint my father Mr. Pralhad Shamrao Joshi to be my lawful attorney to carry out all the acts, matters and things as hereinafter appearing:-



Handwritten signature and the number '2'.

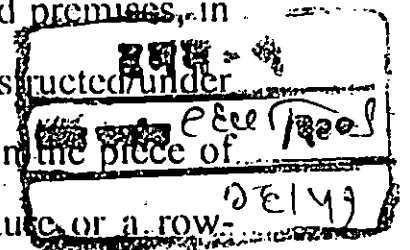


NOW KNOW YE AND THESE PRESENTS WITNESS  
that

I, Sameet Pralhad Joshi son of Mr. Pralhad Shamrao Joshi do hereby nominate, constitute and appoint my father Pralhad Shamrao Joshi, age 59, presently residing at D4 - 202 Panchratna Society, Anand Nagar, Manpada Road, Dombivali (East), Dist. Thane, Maharashtra - 421201, India., as our lawful attorney to do or caused to be done the following acts, deeds, matters and things for and on my behalf.

1. To enter into negotiations for purpose of purchase of the said premises, to execute MOU/Agreement of Sale/Sale Deed for me and to pay my share of money of sale consideration and to accept receipt thereof and effectuate the purchase of the said premises in my name on my behalf.

2. To apply for loan against the said premises and on my behalf and for my benefit, to Bank/Financial Institute for the purpose of purchase of the said premises, in the form of land and building to be constructed under construction thereon or the existing building on the piece of land or an apartment in a multi storied structure or a row-



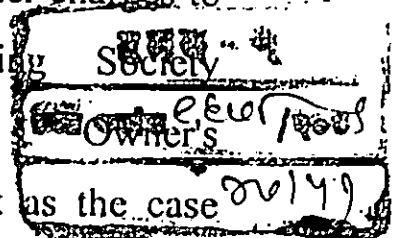
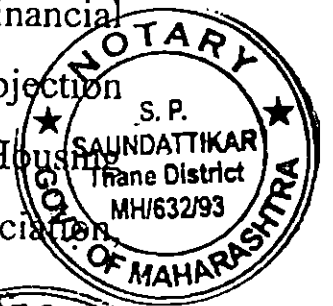
3  
h file

house of any other unit by whatever name called. To sign/execute Deed of Mortgage with Bank/Financial Institute and related document therewith.

3. To appear before the Sub-registrar of Assurances in connection with purchase of said premises and to admit execution thereof and to receive the receipts, the registered documents, etc. after such registration.

4. To create mortgage by Deposit of Title Deeds or any other charge or assignment of the said premises purchased by me in favour of the lending Bank/Financial Institute. To obtain necessary No objection Certificate/Consent from respective Co-operative Housing Society/Limited Company/ Apartment Owner's Association for noting lien in favour of the Bank/Financial Institute.

5. To sign Application form, Transfer Form, Affidavits, Declaration for arranging transfer of the ownership of the said premises and the shares in co-op Housing society name, and to pay Deposit, Maintenance and other charges to the concerned Developer /Co-op Housing Society Ltd/Limited Company/Apartment Association/Municipal Corporation/Government as the case may be as per demand and to accept the receipt thereof.



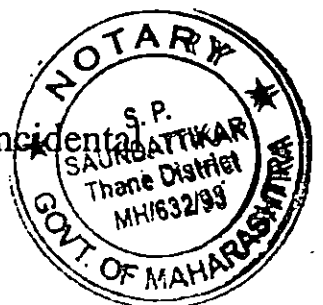
*Handwritten signature*

6. To take possession of the said premises and to accept/acknowledge receipt on my behalf.

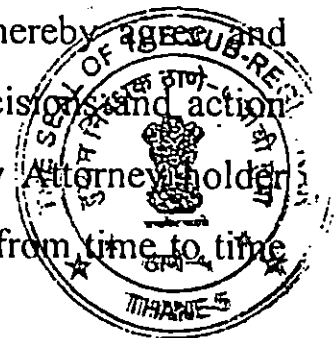
7. To open NRO Bank Account in my name or joint name with my father in any bank and to operate the said NRO Bank Account, and to sign document required to open and operate this account.

8. To appoint advocate/legal consultant and to appear before Hon'ble Court and file suit on my behalf for the dispute/s related to the said premises .

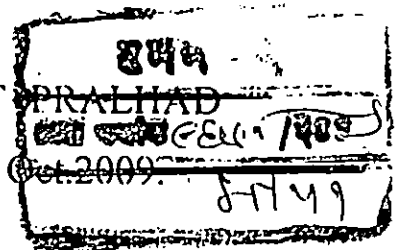
9. To do all other deeds, matters and things incidental to and/or connected with the said premises.



I , SAMEET PRALHAD JOSHI , do hereby agree and undertake to ratify and confirm all the decisions and action taken and the proceedings initiated by my Attorney holder Shri. Pralhad Shamrao Joshi ( My father), from time to time with regard to the said property.



IN WITNESS WHEREOF, I Mr. SAMEET PRALHAD JOSHI have set my hands on this 5<sup>th</sup> day of Oct. 2009.



*h* 5 *5*

The Consulate General of India, Melbourne  
is not responsible for the content of this  
document.

SIGNED AND SEALED by the within named

Signed in the Consulate General of India, Melbourne



Left Thumb  
Impression

*[Handwritten Signature]*  
Signature



793  
109

SIGNED AND SEALED by the within named

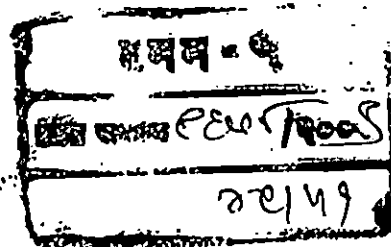
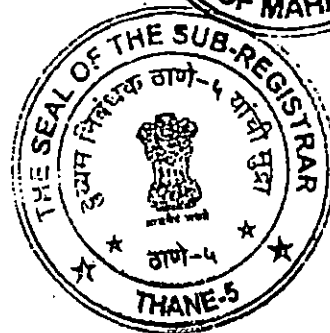
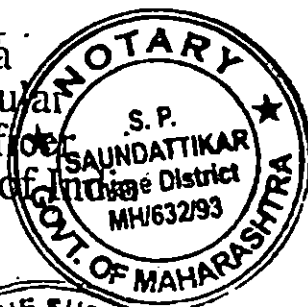


*[Handwritten initials]*

All Identified by me



*J. Ahuja*  
Jaspal Ahuja  
Assistant Consul  
& Accounts Officer  
Consulate General of India  
Melbourne



*[Handwritten initials]*



3/11/2009

दुय्यम निबंधकः

2:42:05 pm

सह दु.नि.ठाणे 5

दस्त गोषवारा भाग-1

टनन5

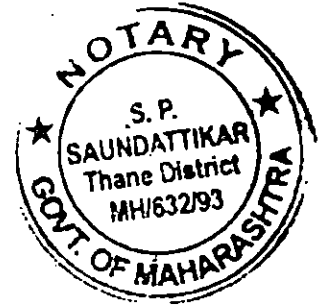
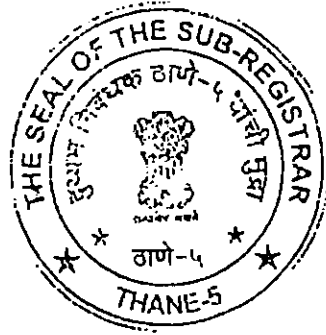
दस्त क्र 9678/2009

५०५९

स्त क्रमांक : 9678/2009

स्ताचा प्रकार : करारनामा

| क्र. पक्षकाराचे नाव व पत्ता   | पक्षकाराचा प्रकार           | छायाचित्र | अंगठ्याचा टसा |
|---|-----------------------------|-----------|---------------|
| नामक सभित प्रल्हाद जोशी तर्फे कु.मु. महणुन प्रल्हाद शामराय जोशी<br>पत्ता: घर/फ्लॅट नं: डी 4/202, पंचरत्न रोसा., डोंबीवली, ठाणे<br>गल्ली/रस्ता: -<br>इंगारतीचे नाव: -<br>इंगारत नं: -<br>पेट/यसाहता: -<br>शहर/ग: | लिहून घेणार<br>वय 30<br>सही |           |               |
| नामक मे. शुभ विल्डर्स अण्ड डेव्हलपर्स तर्फे गागीदार कुमार वि. गेंडा<br>पत्ता: घर/फ्लॅट नं: एच देवप्रथम वि. पावसाखाडी ठाणे<br>गल्ली/रस्ता: -<br>इंगारतीचे नाव: -<br>इंगारत नं: -<br>पेट/यसाहता: -<br>शहर/गाव:-   | लिहून देणार<br>वय 66<br>सही |           |               |

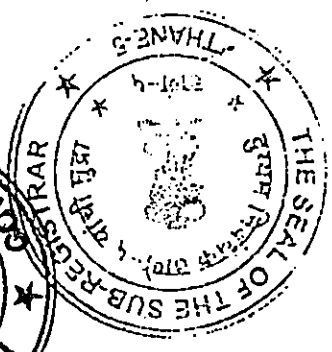


गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

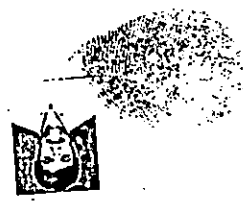
NOTARY S.P. SAUNDATTIKAR Thane District MH/632/93



गणेश ५ मास ११ दिनांक २००९

S.P. SAUNDATTIKAR B.A., LL.B. NOTARY B. No. 4, Kisan Mahal, M.G. Road, Naulpada, Thane-400 602 Ph.: 2542 2803

TRUE COPY



गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

गणेश ५ मास ११ दिनांक २००९

*ful karri.*

DATED THIS DAY OF 200

**AGREEMENT FOR SALE**

**SHUBH BUILDERS & DEVELOPERS**

H-Dev Prayag, Bhakti Mandir Road,  
Panchpakhadi, Thane (W) 400602.

..... DEVELOPERS

AND

Mr./Mrs./Ms./M/s. \_\_\_\_\_

Address: \_\_\_\_\_

Res.: \_\_\_\_\_

Phone: \_\_\_\_\_

Off.: \_\_\_\_\_

..... PURCHASER

**AGREEMENT FOR SALE OF**

Shop / Flat / Stall No. 601

On 6<sup>th</sup> Floor in the building



**Shubh Vihar**

Plot No. 118 (New), Opp. Ashok Nagar,  
Dadlani Road, Balkum,  
Thane (W) - 400608.

Advocates

**SHRI DAMODAR PATIL**

203, "Suvrat", Bhavani Chowk, (Tembhi Naka)  
Thane (W) - 400 601.