

Receipt (pavti)

536/21685

पावती

Original/Duplicate

Monday, December 04, 2023

नोंदणी क्र.: 39म

3:21 PM

Regn.: 39M

पावती क्र.: 23320

दिनांक: 04/12/2023

गावाचे नाव: खारेगाव

दस्तऐवजाचा अनुक्रमांक: टनन9-21685-2023

दस्तऐवजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: भक्ती अजय लोटणकर

नोंदणी फी

₹. 14000.00

दस्त हाताळणी फी

₹. 900.00

पृष्ठांची संख्या: 45

एकूण:

₹. 14900.00

आपणाम मूळ दस्त , थंबनेल प्रिंट, मूची-२ अंदाजे
3:41 PM ह्या वेळेस मिळेल.

Sub Registrar Thane 9

वाजार मूल्य: ₹. 1224006.72 /-

मावदला ₹. 1400000/-

भरलेले मुद्रांक शुल्क : ₹. 98000/-

सह दुय्यम निबंधक उर्ग ठाणे क. ९

1) देयकाचा प्रकार: DHC रकम: ₹. 900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1223045806316 दिनांक: 04/12/2023

व्यक्ते नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 14000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011831896202324M दिनांक: 04/12/2023

व्यक्ते नाव व पत्ता:

Balotankar
मुख्य दस्त हाताळणी अधिकारी
पश्चिमांचल जिल्हा.



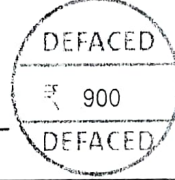
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1223045806316

Receipt Date 04/12/2023

Received from BHAKTI AJAY LOTANKAR, Mobile number 9000000000, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered on Document No. 21685 dated 04/12/2023 at the Sub Registrar office S.R. Thane 9 of the District Thane.



Payment Details

Bank Name SBIN

Payment Date 04/12/2023

Bank CIN 10004152023120405964

REF No. 333849824191

Deface No 1223045806316D

Deface Date 04/12/2023

This is computer generated receipt, hence no signature is required.

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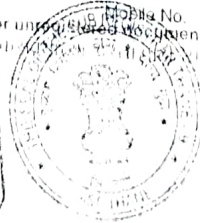
CHALLAN
MTR Form Number-6



GRN	MHQ11831896202324M	BARCODE			Date	04/12/2023-10:51:07	Form ID	252
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				THNS_THANE NO 9 JOINT SUB REGISTRAR		Payer Details		
Location				THANE		TAX ID / TAN (If Any)		
Year				2023-2024 One Time		PAN No.(If Applicable)		
Account Head Details				Amount In Rs.		Premises/Building		
Stamp Duty				98000.00		Road/Street		
Registration Fee				14000.00		Area/Locality		
						Town/City/District		
						PIN		
						Remarks (If Any)		
						SecondPartyName=MS OM SAI SAMARTH CONSTRUCTION THROUGH PARTNER MAHESH PANDURANG MHATRE-		
				112000.00		Amount In		
						Words		
				1,12,000.00		One Lakh Twelve Thousand Rupees Only		
Payment Details				STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque-DD Details				Bank CIN		Ref No		00040572023120493690
				Bank Date		RBI Date		04/12/2023-10:51:13
				Bank-Branch		STATE BANK OF INDIA		CPADHTMIGW5
				Scroll No. , Date		Not Verified with Scroll		Not Verified with RSI

For document to be registered in Sub Registrar office only. For unregistered document No. 9800000000

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Sr No	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	535-21685	0006208032202324	04/12/2023-15:21:32	IGR121	14000.00
2	535-21685	0006208032202324	04/12/2023-15:21:32	IGR121	98000.00
Total Defacement Amount					1,12,000.00

SMT. BHAKTI AJAY LOTANKAR , Age 33 Years, Occ. Service / H.W. , Pan No. AHUPL2708B

Resding at Room No. 8, Jai Santoshi Mata Rahivashi Sangh Chawl No. 3, Lokmanya Nagar Pada No. 3 , Thane , 400606. hereinafter called the "THE PURCHASER/S" (Which expression Shall Whenever the context required or permits, mean and includes his/her/their heirs, executors, administrators, successors and assigns) of the OTHER PART :

WHEREAS 1.Shri.GAJANAN DATTU PATIL, 2.Shri.MANOHAR DATTU PATIL and Shri.KISHORE DATTU PATIL are the owner of the property viz. all that the piece or parcel of Gaonthan land Admeasuring about 224.78 sq.mtr Chalta No. 120, CT.S.No. 510 ,Plot Number 510 of Village Kharegaon, Dist. Thane, Within the limits of Thane Municipal Corporation and more particularly described in the schedule hereunder written. (Hereinafter referred to as the said land) with a view to developing it by constructing thereon a building of dwelling units and other units and selling the said units to prospective purchaser on ownership basis.

AND WHEREAS the land owner 1.Shri.GAJANAN DATTU PATIL,2.Shri.MANOHAR DATTU PATIL and Shri. KISHORE DATTU PATIL by an Development Agreement dated 30.06.2015 , executed between them and the Developers/Builders, have given their land admeasuring about 224.78 sq.mtr Chalta No. 120, CT.S.No. 510 ,Plot Number 510 of Village Kharegaon, Dist. Thane, Within the limits of Thane Municipal Corporation for development and more particularly described in the schedule hereunder written. (Hereinafter referred to as the said land) and more particularly described in the schedule hereunder written, and said development agreement is registered under No. 4408/2015 dated 30/06/2015 and further the land owners given them Power of Attorney and the same is Registered under No. 4409/2015 dated 30/06/2015.

AND WHEREAS the Plan of the said proposed buildings having Ground (pt.)/ Stilt (pt.) +1st.6th upper floor +7th (pt.)Floor Only) to be Constructed on the said land prepared by Architects VINAY PATIL & ASSOCIATES has been approved/sanctioned by Thane Municipal corporation vide their Letter No. V.P.No. S8C/0001/15 TMC /TDD/1675/16 dt. 03/02/2016.

AND WHEREAS the DEVELOPERS/BUILDERS by virtue of the terms and condition contained in the said Agreement have become entitled to commence work of construction of the building according to plan thereof sanctioned by Thane Municipal Corporation according to certain Conditions restrictions and stipulation laid down by the said Planning Authority which are to be observed and performed by the DEVELOPERS/BUILDERS.

AND WHEREAS the DEVELOPERS/BUILDERS are presently construction on the said land the building consisting of flats in according with the aforesaid sanctioned plan and whereas the DEVELOPERS/BUILDERS accepted with the professional supervision of the Architect and Structural Engineer till the completion of the contraction work of the proposed building and whereas by virtue of the above said Agreement the DEVELOPERS/BUILDERS have the sole , absolute and exclusive right to sell the said flats/ shop to prospective PURCHASER;

M. R. Mohd. Samarth Construction

M. R. Mohd. Samarth

Partner

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AND WHEREAS the DEVELOPERS/BUILDERS have offered for sale the various Flats/Shops in the said proposed building what are now under construction to prospective buyer who are to be flat/Shop PURCHESER/S and whereas the PURCHESER/S on coming to know that the various flats/Shops under construction are offered for sale expressed his/her desire to acquire on ownership basis one Shop No. 001 on the 0r floor , (TMC Property No. 2021071540012) admeasuring 172 Sq. ft. Built up area in building to be known as BHIMASHRI HIGHTS .

AND WHEREAS the price and/or consideration of the said Shop is Rs. 14,00,000 /- (Rupees Fourteen Lack only) excluding the other charges and expenses mentioned in various other clauses of the Agreements.

AND WHEREAS upon a request of the PURHASER/S, the DEVELOPERS /BUILDERS have made a full and true disclosures of the nature of their title to the said land on which the proposed building is being constructed and have also given the PURCHASER/S inspection of the plans and specification of the said proposed building.

AND WHEREAS the copies of Certificate of title of the said land issued by Shri N. Mahendra & Associates Advocate of DEEVELOPERS / BUILDERS, copies of extract of 7/12 relevant document showing the nature of the title of the said land, the copies of the plans and Specifications approved by Thane Municipal Corporation and any other documents which are required to be given under the Rule 4 of Maharashtra Ownership of flats Act, 1963 have been annexed hereto and marketed Annexes 'A', 'B' and 'C' respectively.

AND WHEREAS prior to making application for acquire of flat / Shop as aforesaid the PURCHASER/S had made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960 and Urban Land (Ceiling and Regulation) Act, 1976 to the effect that neither he/she not the members of his/her family own a tenement, house or building within the limits of Thane Municipal Corporation.

AND WHEREAS the PURCHASER/S have seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same;

AND WHEREAS the PURCHASER/S has been informally the DEVELOPERS BUILDERS and therefore know that they have offered for sale all the respective flats / Shop in the building under construction on the said and to different PURCHASER/S and that he executed Agreements for sale of the flats / Shop with the clear cut understanding to the PURCHASER/S thereof that the PURCHASER/S who are taking the said flats / Shop ultimately join the rest of the PURCHASER/S in forming a Co-operative Housing Society and be a member thereof.

AND WHEREAS the DEVELOPERS/BUILDERS agree to allot to the PURCHASER/S and the PURCHASER/S agree to acquire the said above mentioned flat upon the terms and conditions hereinafter appearing;

NOW THIS AGREEMENT WITHINSSTH AND IT IS HEREBY AGREED AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. The DEVELOPERS/BUILDERS shall construct the said proposed building as mentioned and approved by the concerned planning authority (Thane Municipal corporation) with such variations and proper and as per the requirements and directions of planning authority or body provided that the DEVELOPERS /BUILDERS shall have to obtain prior consent of the PURCHASER/S in respect of such various and modifications which may adversely affect that flat / Shop of the PURCHASER/S.

Samarth Construction
Partner

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2. The **PURCHASERS** hereby agrees to acquire from the **DEVELOPERS /BUILDERS** hereby agrees to sell to the **PUERCHASERS** Shop No. 001 on the Gr. floor , (TMC Property No. 2021071540012) admeasuring 172 sq. ft. in **BHIMASHRI HIGHTS** with all other common area of the building now under construction and shown on the floor plan thereof hereto annexed and marked annexure 'D' (hereinafter called 'the said flat/ Shop') for a total consideration of Rs. 14,00,000/- (**Rupees Fourteen Lack Only**) to be paid by the **PURHASER/S** to the **DEVELOPERS /BUILDERS** The Purchaser hereby agrees to pay to the Developer, the balance amount of the purchase price of Rs. 14,00,000/- (**Rupees Fourteen Lack only**). In following manner

A.1. Rs. 2,00,000/- Paid 4th July Chq. No. 776847

Rs. 2,00,000/- Paid 4th July Chq. No. 776848 on or before the Execution of these presents as on booking amount.

B. Rs. 10,00,000/- balance amount of consideration to be paid to the Developers/Builders at the time of possession of the shop it is given to the Purchaser.

Rs. 14,00,000/- Total amount of consideration.

3. The **DEVELOPERS/BUILDERS** hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Planning Authority at the time of sanctioning the said plan or thereafter and may before handing over possession of the said flat / Shop, the **PURCHASER/S** (obtain from the Local Authority Occupation and/or Completion Certificate in respect of the said flat/ Shop.)

4. The **DEVELOPERS/BUILDERS** hereby declare that the floor space index available in respect of the said land is as shown on the approved plan and that no for any purpose whatsoever and in case in any part of the said floor space index is utilized elsewhere then the **DEVELOPERS/BUILDERS** shall furnish to **PURCHASER/S** all the particulars in respect of such utilization of the said floor space index by the **DEVELOPERS/BUILDERS**. In case while developing the said land the **DEVELOPERS/BUILDERS** have index (T.D.R.), then particulars of such floor space index shall be disclosed by the **DEVELOPERS/BUILDERS** to the **PURCHASER/S**.

5. The **DEVVELOPERS/BUILDERS** agree that they shall before handing over the possession of the said flat/ Shop to the **PURCHASER/S** and in any event before execution of a conveyance of the said land in favor of the Corporate Body to be formed of the **PURCHASER/S** of flats/ Shop in the building/s to be constructed on the said land ("hereinafter referred to as "the said society") will make full and true nature of their title to the said land as well as encumbrances, if any including any right, title, interest or claims, of the any portion or over the said land and shall as far as possible, ensure that the said land is to free form encumbrances and the **DEVELOPERS/BUILDERS** have absolute, ensure and marketable title on the execution of a Conveyance of the said land by the **DEVELOPERS/BUILDERS** in favor of the said society.

6. a. The **PURCHASER/S** agrees that she/he shall pay up each of the installments herein before indicated on time as agreed and shall not commit any default. It is agreed that each of prescribed stage of construction as fixed in clause, "4" of this Agreement, when any installment become due the **DEVELOPERS /BUILDERS** shall make the demand of the due installment in writing and **PURCHASER/S** shall make the payment to the **DEVELOPERS/BUILDERS** at their office within 7 day from the receipt of such written communication.

Sai Samarth Construction

M. P. Khanna

Partner

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The **PURCHASER/S** agrees that his/her failure to pay the agreed installment on the demand within 7 days as stipulated hereinabove shall be treated as a default on the part of the **PURCHASER/S** in which event the present Agreement to its end. In such event the **PURCHASER/S** shall be entitled to the refund of the money paid by him/her after deduction there from, if any.

b. provided always that the option or right to the **DEVELOPERS/BUILDERS** hereinbefore contain of rescinding this agreement shall not exercised by the **DEVELOPERS/BUILDERS** unless and until the **PURCHASER/S** is given fifteen days prior notice in writing by **DEVELOPERS/BUILDERS** of their intention to terminate this agreement mentioning therein specific breach of the terms and the conditions of this Agreement and default on the part of the **PURCHASER/S** in payment of the amounts, installments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of the fifteen days from the date of the receipt of the notice by the **PURCHASER/S**.

c. The **PURCHASER/S** agree that he/she shall not claim a refund of his/her money immediately and shall be entitled to refund only after fresh booking of the said flat by the **DEVELOPERS / BUILDERS**. The **DEVELOPERS /BUILDERS** agrees that incase, the present agreement is rescinding by them **UNDER THIS CLAUSE, THEY SHALL REPAY TO THE PURCHASER/S** his/her/their money on fresh booking of the said flat/shop.

d. It is hereby agreed that after the present agreement is rescinded for the reason stated in this clause the **DEVELOPERS/BUILDERS** shall have right to book the said flat again to the others and **PURCHASER/S** herein shall have no claim whatsoever of and/or over the said flat/Shop.

e. After fresh booking of the said flat/shop the **DEVELOPERS/BUILDERS** shall inform the **PURCHASER/S** (who has committed a default) about time and place to receive back his/her money.

In the **DEVELOPERS/BUILDERS** elect not to exercise their option of rescinding the present agreement on account of any default committed by the **PURCHASER/S** as contemplated by clause 5 of the agreement, the **PURCHASER/S** as contemplated agrees to pay the **DEVELOPERS /BUILDERS** interest at the rate of 24% per annum on all the amounts which becomes due and payable by the **PURCHASER/S** to the **DEVELOPERS /BUILDERS** under the terms and conditions of this Agreement from the date of this amount become due.

The fixtures fittings and amenities to be provided by the **DEVELOPERS /BUILDERS** shall give possession of the aforesaid flat to the **PURCHASER/S** on or ready possession provided the purchaser has paid to the **DEVELOPERS /BUILDERS** the entire amounts of consideration and has made all the payments of the dues and deposits and has performed his/her part. If the **DEVELOPERS /BUILDERS** fail or neglect to give possession on or before _____, the **DEVELOPERS/BUILDERS** shall be liable on demand (but without prejudice to any other remedies to which they may be libel) to any refund to the **PURCHASER/S** the amount already received by the **DEVELOPERS /BUILDERS** in respect of the said flats with simple interest at rate of 9 percent per annum thereof refunded and the amount and interest thereon shall be charged on the land in which the flat /shop is or was to be constructed to the extent of the amount due, but subject to any prior encumbrance.

It is agreed that for want of cement, steel and any other building material or for any other reason or legal matters which are beyond the control of the **DEVELOPERS/BUILDERS** and that in the event of handing over the possession of the said flat/shop is delayed, the **PURCHASER/S** shall not be entitled to hold the **DEVELOPERS/BUILDERS** responsible and/or liable in that behalf and the **DEVELOPERS/BUILDERS** shall be entitled to reasonable extension of time for giving delivery of the flat /shop to the **PURCHASER/S**.

Samarth Construction

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10. The **PURCHASER/S** shall take possession of the said flat within 7 DAYS OF THE **DEVELOPERS/BUILDERS** giving written notice to the **PURCHASER/S** intimating that the flat is ready for use and occupation. Provided that within a period of one year from the date of handing over the flat to the **PURCHASER/S**, if the **PURCHASER/S** bring to the notice of the **DEVELOPERS/BUILDERS** any defect in the flat or building in which the flat is situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized change shall be rectified by the **DEVELOPERS/BUILDERS** at their cost and in case, it is not possible to rectify such defects or unauthorized changes, then the **PURCHASER/S** shall be entitled to receive from the **DEVELOPERS/BUILDERS** reasonable compensation for such defect or change.

11. The **PURCHASER/S** shall use the flat /shop or any part thereof or permit the same to be used only for the purpose of residence/garage. The **PURCHASER/S** shall use the garage or parking space only for the purpose of keeping or parking the **PURCHASER/S** own vehicles.

12. It is agreed that the **PURCHASER/S** along with other **PURCHASER/S** of the flats /shops in the said building shall join in forming and registering the society or a Limited Co. to be known by **BHIMASHRI HIGHTS** and for this purpose also from time to time sign and execute applications registration and membership and all the necessary papers and documents required for the purpose of forming and/or registration for a Co-operative Housing society and for becoming a member thereof including the bye-laws, of the proposed society and duly fill in, sign and return to the **DEVELOPERS/BUILDERS** within 7 days of the same being forwarded by the **DEVELOPERS/BUILDERS** to the **PURCHASER** so as to enable the **DEVELOPERS/BUILDERS** to register the organization of the **PURCHASER/S** of the flats/shop in the said building under section 10 of the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1963, and shall be a member of the said Society. No Objection shall be taken by the **PURCHASER/S** if any, changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of the Co-Operative Societies or the Registrar of the Companies, as the case may be, or any other Competent Authority.

It is agreed that the execution of all the necessary document required for the formation and registration of a Co-operation, of the said flat by the society shall be pre-condition for occupation, of the said flat /shop by the **PURCHASER/S**.

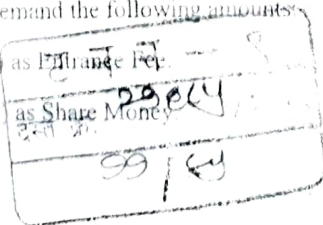
13. Unless it is otherwise agreed to by and between the parties hereto, the **DEVELOPERS/BUILDERS** shall within 6 months of registration of the Society as aforesaid cause to be transferred to the said society all the rights, title and interest of the original **OWNERS/DEVELOPERS/BUILDERS** in the said land together with building/s thereon but obtaining/executing the necessary conveyance of the said land which building/s thereon in favor of the said society and such conveyance shall be keeping with the terms and conditions and provisions of this Agreement.

(a) Besides the amount/installment of the agreed consideration as stipulated in clause 4 of this agreement the **PURCHASER/S** shall also pay and keep deposited with the **DEVELOPERS/BUILDERS** on demand the following amounts:

(i) Rs. 100/- (Rupees One Hundred Only) as Entrance Fee

(ii) Rs. 500/- (Rupees Five Hundred Only) as Share Money

Rs. 600/- (Rupees Six Hundred Only)



(b) The **PURCHASER/S** shall pay the requisite to the **DEVELOPERS/BUILDERS** as and when required by them for the purpose of expenses to be incurred for society formation and Registration. Legal charges installation of

with Provision
 of Section
 10 of the Act
 M. P. M. M. M.

20/10/2022

any other structures of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or to the flat on account of negligence or default of the PURCHASER/S in this behalf the PURCHASER/S shall be liable for the consequences of the branches.

c. The PURCHASER/S shall at his/her own costs, carry all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which its was delivery by the DEVELOPERS/BUILDERS to the PURCHASER/S and shall not be do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be against the rules and regulations and bye-laws of the concerned Local Authority or other public authority and in the event of PURCHASER/S committing any act in contravention of the provisions, the PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. The PURCHASER/S further covenants with the DEVELOPERS /BUILDERS that he/she shall not demolish or cause to be demolished flat or any part thereof the building in which the said flat is situated nor will he/she at any time make or cause to be made any new construction of whatsoever nature in the said flat or any part thereof without the previous consent/s and/or permission in writing of the DEVELOPERS/BUILDERS or the said Co-operative Housing Society when it balconies or make any alteration in the elevation in the outside color scheme of that to be acquired by her/him without the previous permission in writing of the DEVELOPERS/BUILDERS or the Co-op. Housing Society when it comes to be formed. If the building or any part of thereof gets demolished and/or damaged on account of any act of god, such as earthquake, flood or any other natural calamity, act of enemy, war or other causes beyond the control of the DEVELOPERS/BUILDERS and the DEVELOPERS/BUILDERS such as losses incurred to the structure / building will be fully sustained by the PURCHASER/S and the DEVELOPERS/BUILDERS shall not be responsible for such losses and the be liable to the PURCHASER/S for the same

e. The PURCHASER/S hereby covenants to keep the walls and partition walls, sewerage, drains, pipes and apparatus of the said building and the flat in good and tenatable conditions and repairs. The PURCHASER/S further covenants not to hisel or in any manner damage the columns, the beams, the slabs, the parades or the walls and the rest of the structure of the building. Any act of omission, breach of the conditions contain in this shall have the effect of putting an end to this Agreement and the PURCHASER/S shall be liable to the DEVELOPERS/BUILDERS or the Co-operative Housing Society as the case may be for damage and if the amount deposited by the PURCHASER/S are found to be inadequate to make good damages, the DEVELOPERS/BUILDERS shall be entitled to recover their money from the PURCHASER/S for the damages so caused to the DEVELOPERS/BUILDERS. The decision of the DEVELOPERS /BUILDERS in that behalf she be final and PURCHASER/S shall not ispute the decision of the DEVELOPERS/BUILDERS in that regard.

f. The PURCHASER/S agrees that he/she shall use the said Flat/shop carefully and as a person of ordinary prudent would use and same shall not be used or permit others to the said flat for purpose other tan that for which it is agreed to be sold or for the purpose which would be immoral, hazardous or dangerous to life and for a purpose which is prohibit ant by law.

g. The PURCHASER/S shall not do or permit to be done anyone other thing which may render voided or voidance any incurrence on the said land and the building in which the flat /shop is situated or any part thereof or whether by increased premium shall become payable in respect of the insurance.

h. The PURCHASER/S shall not throw dirt, rubbish, rages, garbage's or other refuse or permit the same to be thrown from the said flat /shop in the compound or any portion of the said land and the building in which the flat /shop situated.

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i. The PURCHASER/S shall let, sub-let, sell, transfer, convey, mortgage, charges or in any way encumber, or deal with or without or dispose his/her flat nor will he/she underlet or part with his/her interest in the flat or benefits of this agreement or any part thereof till all his/her dues of whatsoever nature owing to the DEVELOPERS/ BUILDERS are fully paid and provided the PURCHASER/S has complied with all the terms and conditions of this Agreement and until he/she obtain prior consent / permission in writing of the DEVELOPERS/BUILDERS.

j. The PURCHASER/S shall at no time demand portion of his/her interest on the said land and the buildings or any part thereof and it is hereby agreed that the PURCHASER/S interest in the said land and building shall be importable and the DEVELOPERS/BUILDERS shall not be execute any assignment or any other document in respect of the said flat in favor of PURCHASER/S. The PURCHASER/S agrees that till the building consisting of flats and the their under are transferred convened in the name of the co-operative society to be form of the flat/shop PURCHASER/S, he/she shall be merely a license of the DEVELOPERS/BUILDERS in the said flat/shop.

k. Till conveyance of building in which flat is situated, executed the PURCHASER/S shall permit the DEVELOPERS/BUILDERS and/or their servants and agents with or without workman and others., at all reasonable times, to enter into or upon the said land and/or building or any part of thereof and for the purpose of making, repairing, maintenance, cleaning, lighting and keeping in order/good conditions and services to pipes, water covers gutter or other convenience belongings to or serving or used for the said building and for any other similar purpose by giving one day notice in writing to the Purchaser in respect thereof.

l. The PURCHASER/S shall observe and perform all rules and regulations which the society or any incorporated body may adopt at its inception and from time to time and at all times for protection and maintenance of the said building and the flats/shop therein and for the being. The PURCHASER/S shall also observe and perform all the stipulations and conditions laid down by the society, limited company regarding the occupation and use of the flat/shop in the building and shall pay and contribute regularly and punctually towards the taxes, expense or the outgoings in accordance with the terms and conditions of this agreement.

m. The PURCHASER/S shall pay to the DEVELOPERS/BUILDERS with 7 days of demand by the DEVELOPERS/BUILDERS his/her share of security deposits demanded by the concerned Local Authority or Government for giving water, electricity or any other services connected to the building in which the flat is situated.

n. The PURCHASER/S shall bear and pay increases in local taxes, water charges, insurances and such other levies if any, which are imposed by the concerned local authority and/or government and/or other public authority on account of change of user or the flat /shop by the PURCHASER/S viz. user for any purpose other than for residential purpose.

o. It is expenses agreed that the expenses for the formation and registration of a Co-operative society such as registration fee, entrance fee, membership fee, share money and other necessary incidental and such expenses here to and expenses required for transferring the various flats in the name of the individual PURCHASER/S shall be borne and paid by each of the PURCHASER/S proportionately.

p. All costs, charges, stamp duty, registration charges and expenses in connection with the preparation and execution of the conveyance in respect of the said land and the building thereon in favour of the said society shall be borne, shared and paid by the PURCHASER/S and all other flat PURCHASER/S to their respective floor area of their respective flats/shop/garage space and/or by such co.op.society as may be determined by the DEVELOPERS/BUILDERS. The PURCHASER/S shall also deposit with the DEVELOPERS/BUILDERS a Sum which will be worked out of the prevailing water, electricity and other services.

दस्तावेज नं. 29674 / 2024



महाराष्ट्र

favor of the Cooperative Housing Society it is agreed that unless and until the **PURCHASER/S** of various flats/shops in the said building pay the proportionate amount of stamp duty and registration charges, if any, the **DEVELOPERS/BUILDERS** shall not be obliged to execute or cause to be executed the final Deed of Conveyance in favor of the coop. Housing society.

q. In the event of the Corporate Body being formed and Registered before the sale and disposal by the **DEVELOPERS/BUILDERS** of the all flats/shops in the said building the powers and authorities of the Corporate body and formed or the **PURCHASER/S** and other **PURCHASER/S** of flats/shops shall be subject to the overall control of the **DEVELOPERS/BUILDERS** in respect of the other matters concerning the said building, the construction and completion thereof and shall maintain amenities / appertaining to the same and in particular, the Developers/Builders shall have absolute authority and control as regards to the unsold flat/shop and the disposal thereof.

r. The **DEVELOPERS/BUILDERS** will also control the management of the building, realization of the outgoings and the disbursement of the payment to be me till the conveyance and the Purchaser along with the other flat **PURCHASER/S** and/or corporate body will have No Objection to same till the Deed of Conveyance of the said land and building is executed in favour of the Corporate Body is contemplated herein.

s. It is specifically agreed that the **DEVELOPERS/BUILDERS** shall not be liable and/or required to pay anything towards and/or as and by way of maintenance charges etc. in respect the unsold dwelling units and other units in the building in their possession. It is agreed that the **DEVELOPERS /BUILDERS** shall be liable and required to pay only Municipal Taxes along with the other flats/shops holders in the said building in respect of the said unsold units.

19. Nothing contained in this agreement is intended to or not shall be construed to be a grant, demise or assignment in law of the said flat /shop or land or ground/building thereon or any part thereof in favour of the **PURCHASER/S**. The **PURCHASER/S** shall have no claims on the same and except in respect of the said flats hereby agreed to be sold to him/her and all Open spaces parking spaces, lobbies, Staircases, **DEVELOPERS/BUILDERS** units the said land and the building is transferred to the Society of **PURCHASER/S** hereinbefore mentioned.

20. Any delay made or indulgence or latitude shown by the **DEVELOPERS /BUILDERS** in enforcing the various terms of this Agreement and recovering their dues or any extension of time granted by the **DEVELOPERS/BUILDERS** to the **PURCHASER/S** to make any payment that become due, shall not be constructed as a waiver by the **DEVELOPERS/BUILDERS** of their rights, and same shall not affect or prejudice the rights of the **DEVELOPERS/BUILDERS** under this Agreement.

21. The Present Agreement shall be executed in duplicate the original shall be lodged by the Purchaser for its registration with then Sub-Registrar at Thane as required under the Maharashtra Ownership Flats (Registration of the Promotion of construction, sale, management and transfer) Act, 1965, the second copy of the agreement will be retained by the **PURCHASER/S** and third copy by the **DEVELOPERS/BUILDERS**. It is agreed that the **PURCHASER/S** shall lodge the original of this Agreement for registration with the Sub- Registrar at Thane his/her own costs (Registration charges, Stamp duty etc.) within the time specified for the purpose under the provisions for the Indian Registration Act and shall immediately inform the **DEVELOPERS/BUILDERS** about having lodged by him/her the said Agreement for registration. The **DEVELOPERS /BUILDERS** shall on receiving the said information attend the office of the concerned Sub Registrar and admit execution thereof. The **PURCHASER/S** agrees and undertakes to pay the Registration charges, stamp duty and any other expenses which may arise at the time of registration of this Agreement.



Partner

3/20/2017

22. All notices to be sent and served and/or communication to be sent as required by the terms of this Agreement shall be deemed to have properly served if sent to the **PURCHASER/S** under Certificate of posting/registered post on the following address of the **PURCHASER/S** give by him/her for the purpose of agreement
-
23. It is also understood and agreed by and between the parties hereto the terrace space in the from of the or adjacent to the terrace flats in the said building if any, shall belong exclusively to the respective **PURCHASER/S** of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat **PURCHASER/S**. The said terrace shall not be enclosed by the **PURCHASER/S** till the permission in writing is obtained from the concerned local authority and the **DEVELOPERS/BUILDERS** of the Society.
24. The name of the building to be constructed for the embers of the Co-operative Housing Society shall be **BHIMASHI HIGHTS** and the name shall not be changed without the written permission of the **DEVELOPERS/BUILDERS**
25. The present Agreement shall always be subject to the Provisions contained in the Maharashtra Ownership Act, 1965, and the Rules framed there under or any other provisions of law applicable thereof.

SCHEDULE OF THE SAID LAND HEREINABOVE REFERRED TO

ALL THAT the piece or parcel of land bearing admeasuring about 224.78 sq.mtr Chalta No. 120, C.T.S.No. 510 ,Plot Number 510 of Village - Kharegaon, Dist. Thane, Within the limits of Thane Municipal Corporation ANNEXURE 'A' Thane in the Registration Dist. Thane , Sub - Dist - Thane

SCHEDULE OF THE SAID PROPERTY

Shop No. 001 on the Gr. floor , (TMC Property No. 2021071540012) admeasuring 172 sq. ft. Built up area in building to be known as **BHIMASHRI HIGHTS** .

Electricity Meter No. (M.NO.65-21456820) Consumer No. 000024417557

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दस्ता क्र. २९८५
१६४५



Bounded as Follows :-

ON OR TOWARDS THE EAST	:	C.T.S. No. 105
ON OR TOWARDS THE WEST	:	Existing Road
ON OR TOWARDS THE SOUTH	:	C.T.S. No. 508
ON OR TOWARDS THE NORTH	:	Existing Road

For Om Sai Samarth Construction

M. P. Mhate

Partner

B. A. Tankar

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

SIGNED, SEALED AND DELIVERED by the within named Developer, M/S. OM SAI SAMARTH CONSTRUCTION (Pan No. AAEF0377/3C) through Partner

Mr. MAHESH PANDURANG MHATRE For Om Sai Samarth Construction

M.P. Mhatre
Partner



SIGNED AND DELIVERED by the within named Shop Purchaser, SMT. BHAKTI AJAY LOTANKAR

B. Lotankar



RECEIPT

Received an amount of Rs. 4,00,000/- (Rupees Four Lack Only) Part payment of the price as mentioned herein above vide cheque

I say received Rs.4,00,000/-

M.P. Mhatre

For M/S. OM SAI SAMARTH CONSTRUCTION.

Partner
For Om Sai Samarth Construction

M.P. Mhatre
Partner

₹	4,00,000/-
रुपये	400000
शुद्ध	90 रु



WITNESS:-

1. [Signature] Fehar, Bhatr

2. [Signature] Ajay Lotankar

THANE MUNICIPAL CORPORATION

APPENDIX - K
(Regulation No.37)
Occupancy Certificate

VINAY SAMARTH CONSTRUCTION

OCC No : OCC/0851/20

GROUND FLOOR, SHOP NO. 1, AZADNAGAR,
KHAREGAON, KALWA, THANE

OCC Date : 7/10/2020

Architect : Vinay Ramakant Patil

License No : CA/87/10566

SIT : DCN/0019/20

V.P. No. : S8C/0001/15

Reference : 19/2020

CC No. : TMC/TDD/2169/17 (CC Date : 2/5/2017)

Category : A (BLDG)

GROUND FLOOR, FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH
FLOOR, FIFTH FLOOR, SIXTH FLOOR, SEVENTH FLOOR

The Part/Full development work/erection/re-erection or alteration in/of building/part building No.
Sector No. **Sector 8 Congested** CTS / Hissa No. :- 510, Village/T.P.S No. Kharegaon,
is authorized under the supervision of Vinay Ramakant Patil License Surveyor / Engineer / Structural
Architect / License No. CA/87/10566 may be occupied on the following conditions:-

- The Municipal Corporation will supply only drinking water as per availability
- Conditions mentioned in NOC of Tree, Water & Drainage department will be binding
- It is responsibility of Developer / Society to keep in Operation the system of Solar Water system & Rain Water harvesting system
- It is responsibility of Developer / Society to keep in Operation the system of CCTV **Lift & Organic Waste Disposal**

A set of certified completion plan is returned herewith
OCC No : _____
Date : 7/10/2020

Name: Ramdas S. Bhore
Designation: EE
Date of Joining: 02/05/2017
Mobile: 98200 12345
E-mail: ramdas.bhore@tmc.gov.in

Signature of Thane
Municipal Commissioner, Zone TMC

Yours faithfully,

ट न न - ९
दात क्र 2964 / 2020
90/84





30/06/2015

सूची क्र.2

दुस्यम निबंधक : इ.नि. ठाणे 9

दस्त क्रमांक : 4408/2015

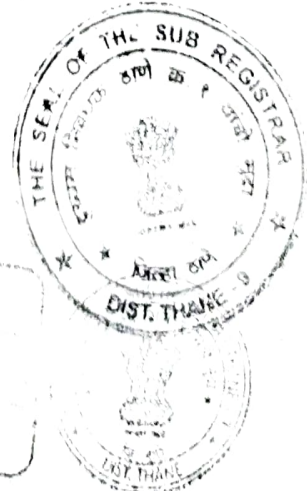
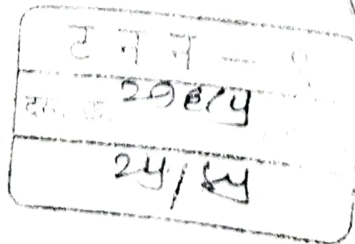
नोंदणी :

Regn:63m

गावाचे नाव : 1) खारगेवाव

- | | |
|---|---|
| (1) विलेखाचा प्रकार | विकसनकरारनामा |
| (2) मोबयला | 6319100 |
| (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | 3492600 |
| (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) | 1) पालिकेचे नाव: ठाणे म. न. पा. इतर वर्णन: , इतर माहिती: , इतर माहिती: मीजे खारगेवाव, ठाणे येथील मिळकत चालिता क्रमांक 1210 नुसार भूमापन क्रमांक 510, प्लॉट क्र. 510, क्षेत्र 224.78 चौरस मिटर, जात्याबरील जुने 40 फूट बांधकाम 50 फूट. मापाचे 40 वर्षांपूर्वीचे जुने कोनाठ घर दस्तऐवज लिहून देणार असलेक यांना रु. 2,50,000/- आणि कुणु बांधकामापैकी 45 टक्के रद्दियामी व बाणिज्य बांधकाम देण्याचे ठरले आहे. (Plot Number: प्लॉट नं. 510, चालना नं. 120) इतडे हवे. |
| (5) क्षेत्रफळ | 1) 224.78 चौमीटर पोस्टेखराब: 2096 |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व | 1) नाव:- श्री गजानन दत्त पाटील - वय: 60, पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: खारगेवाव, फळबा, ठाणे रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:- 400605 पं नं: AZYPPO389G
2) नाव:- श्री मन्मोहन दत्त पाटील - वय: 58, पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: खारगेवाव, फळबा, ठाणे रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:- 400605 पं नं: BCFPP6235G |
| (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता | 1) नाव:- मे. ओम साई समर्थ कन्स्ट्रक्शन तर्फे भागीदार- श्री. सचिन भद्रान म्हाणे - वय: 34, पत्ता:-, -, चिंचपाडा, अंबरनाथ जिल्हा ठाणे. - आबेजगाड: रक्षिण, MAHARASHTRA, THANE, Non-Government. पिन कोड:- 421501 पं नं: AAEFO3773C
2) नाव:- मे. ओम साई समर्थ कन्स्ट्रक्शन तर्फे भागीदार- श्री. महेश पांडुरंग म्हाणे - वय: 36, पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: खारगेवाव, फळबा, ठाणे रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:- 400605 पं नं: -AAEFO3773C
3) नाव:- मे. ओम साई समर्थ कन्स्ट्रक्शन तर्फे भागीदार- श्री. सचिन भद्रान म्हाणे - वय: 37, पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: कृष्णाई सदन, ब्लॉक नं: चिंचपाडा, अंबरनाथ जिल्हा ठाणे, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:- 421501 पं नं: -AAEFO3773C |
| (9) दस्तऐवज करून दिल्याचा दिनांक | 30/06/2015 |
| (10) दस्त नोंदणी केल्याचा दिनांक | 30/06/2015 |
| (11) अनुक्रमांक, खड व पृष्ठ | 4408/2015 |

iSarita v1.5.0



सूची क्र.2

दुय्यम निबंधक : दु.नि. ठाणे 9

दम्न क्रमांक : 21685/2023

नोदणी :

Regn:63m

गावाचे नाव : खारेगाव

क्रमांक	करारनामा
1)	1400000
2)	1224006.72
3)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन : , इतर माहिती: मौजे खारेगाव,जिल्हा ठाणे,चालना नं. 120,मि. टी.एस. नं. 510,प्लॉट नं. 510 यावरील भिमश्री हार्डटम मधील दुकान नं. 001,तळ मजला,क्षेत्र 172 चौगम फुट वांशीव(मालमना क्र. 2021071540012)((C.T.S. Number : मि. टी.एस. नं. 510,चालना नं. 120, Plot Number : प्लॉट नं. 510 ;))
4)	1) 172 चौ.फुट
5)	1): नाव:-मे. ओम साई समर्थ कॅम्प्टुक्शन तर्फे भागीदार महेश पांडुरंग म्हात्रे वय:-44; पत्ना:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: शॉप नं. १, तळ मजला, पांडुरंग धाम, आझाद चौक, खारेगाव, ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400606 पॅन नं:-AAEFO3773C
6)	1): नाव:-भक्ती अजय लोटणकर वय:-33; पत्ना:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: रूम नं. ८, जय मंतीपी माना रहिवासी मंच चाळ नं. 3, लोकमान्य नगर पाडा नं. 3, ठाणे, महाराष्ट्र. THANE. पिन कोड:-400606 पॅन नं:-AHUPL2708B
7)	04/12/2023
8)	04/12/2023
9)	21685/2023
10)	98000
11)	14000

भाषांतरात घेण्यात येऊन घेतलेल्या तापशीट:-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक दर्जा 9 ठाणे क्र. 9

Payment Details

sr	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number
1	BHAKTI AJAY LOTANKAR	eChallan	00040572023120493890	MH011831896202324M	98000.00	SD	0006208032202324
2		DHC		1223045806316	900	RF	1223045806316D
3	BHAKTI AJAY LOTANKAR	eChallan		MH011831896202324M	14000	RF	0006208032202324

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

THANE MUNICIPAL CORPORATION

**APPENDIX - K
(Regulation No.37)
Occupancy Certificate**

To: M. SAI SAMARTH CONSTRUCTION

OCC No : OCC/0851/20

PANDURANDHAM, GROUND FLOOR, SHOP NO. 1, AZADNAGAR,
KHAREGAON, KALWA, THANE.

OCC Date : 7/10/2020

Architect : Vinay Ramakant Patil

Licence No : CA/87/10566

Site : OCN/0019/20

V.P. No. : S8C/0001/15

Reference : 7/9/2020

CC No. : TMC/TDD/2169/17 (CC Date : 2/5/2017)

Building Name : A (BLDG)

Floor Name : GROUND FLOOR, FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, FOURTH
FLOOR, FIFTH FLOOR, SIXTH FLOOR, SEVENTH FLOOR

The Part/Full development work/erection/re-erection or alteration in/of building/part building No. _____
located at _____, Sector No. **Sector 8 Congested**, CTS / Hissa No. :- **510**, Village/T.P.S.No. **Kharegaon**,
Thane, completed under the supervision of **Vinay Ramakant Patil** License Surveyor / Engineer / Structural
Engineer / Supervisor / Architect / License No. **CA/87/10566** may be occupied on the following conditions:-

Thane Municipal Corporation will supply only drinking water as per availability

All Conditions mentioned in NOC of Tree, Water & Drainage department will be binding.

It is responsibility of Developer / Society to keep in Operation the system of Solar Water system & Rain Water
harvesting system.

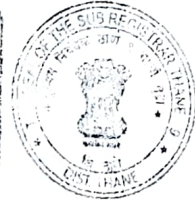
It is responsibility of Developer / Society to keep in Operation the system of CCTV, Lift & Organic Waste Disposal

A set of certified completion plan is returned herewith.

S Shinde
<ramshindetwins@gmail.com>
Name: Ramdas S Shinde
Designation: EE
Date: 07 Oct 2020 11:58:10
Origin: Thane, Government
File Name: Certificate_20201007_11580813C
Permissions: RW

Yours faithfully,

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दस्त क्र. 29864 / 2023
९/१५



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Thane on this Monday of 4th December 2023

BETWEEN

M/S. OM SAI SAMARTH CONSTRUCTION (Pan No. AAEF03773C) through Partner Mr. MAHESH PANDURANG MHATRE, aged 44 years, Occupation Business PAN No. AVEPM8124A, Having registered office at : Shop No. 1, Gr. Floor, Pandurang Dham, Azad Chowk, Kharegaon, Thane. hereinafter called 'THE DEVELOPERS/BUILDERS' (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said partners, survivors and heirs, executors, administrators and assigns etc.) of the ONE PART :

AND

M/S. Om Sai Samarth Construction

Partner

Mr. Mahesh Mhatre

Mr. Mahesh Mhatre