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Complex

PHASE - II

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AGREEMENT FOR SALE

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नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/पत्राचा अनुक्रमांक **२५६९**

दिनांक **५ मे** सन **१९६२**

करावगावा ६८८९०/

दस्तऐवजाचा प्रकार—

सादर करपाराचे नाव—

दिलीपकुमार पुढगाथ डोरे

खालीलप्रमाणे फी मिळाली:—

- नोंदणी फी
- नक्कल फी (फोलिओ)
- पृष्ठाहनांची नक्कल फी
- दफाळखर्च
- नकाशा किंवा जाणने (कलम ६४ ते ६७)
- शाध किंवा निरीक्षण
- रड—कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलिओ)
- इतर फी (मागील पासावरील) बाब क.
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१६५०	

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दस्तऐवज
नक्कल

नोंदणीकृत डाकेने पाठवली जाईल.
या कार्यवाहीत देखत येईल.

दुय्यम निबंधक कार्यालय-१

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या
नावे नोंदणीकृत डाकेने पाठवावा.
हवाली करावा.

सादरकर्ता

WHEREAS SHRI APPA DHONDU BHOIR & others are the owners of non agricultural property lying, being and situate at village Wadeghar, Taluka Kalyan bearing Survey No.59, Hissa No.4 (part) and Survey No.60, Hissa No.1 ;

AND WHEREAS the said APPA DHONDU BHOIR & Others (hereinafter referred to as the Owners) have made a lay-out scheme which has been duly sanctioned by the statutory authorities under which they have divided the said property into several plots of land;

AND WHEREAS by an agreement dated 24th Oct. 1991 executed between the said Owners of the one Part and M/s. P.C. THAKKAR & COMPANY of the Other Part the said M/s. P. C. Thakkar & Co. have acquired development rights from the said owners in respect of the said lay-out plots Nos. 10, 11 & 14 on the terms and conditions containing in the said agreement;

AND WHEREAS the said owners have also executed an irrevocable Power of Attonery in favour of Mr. C.G. THAKKAR, a partner of the said M/s. P. C. Thakkar & Co., and have also handed over the possession of the said property to M/s. P.C. Thakkar & Co. for the development thereof and for marketing the units in the structures constructed thereon by them;

AND WHEREAS by an agreement for Joint Venture dated 3rd day of November, 1991 for carrying out developments of the said property consisting of the said layout scheme plot Nos. 10, 11 & 14 and for marketing of the units contained in the buildings/structures constructed on the said property the said M/s. P.C. Thakkar & Co. have agreed with the developers herein to develop the said property jointly with the developers;

AND WHEREAS pursuant to the terms and conditions of the Joint Venture Agreement it is intere alia, agreed between the parties to the same that the development shall be carried out in the name of the developers and the construction and sale of the units in the newly constructed buildings also be made in the name of the developers ;

AND WHEREAS the developers have entered in to a standard agreement with Architects M/S. KARNIK AND ASSOCIATES registered with the council of the Architects and such agreement is as per the agreement prescribed by the council of Architects;

AND WHEREAS the developers have obtained the necessary building permission from the Kalyan Municipal Corporation Under No. 139/1h dt 30-11-92

AND WHEREAS the developers have commenced the activities on the properties under the banner of "SHREE COMPLEX"-PHASE-II" according to the said sanctioned plans and specifications;

AND WHEREAS developers hereby declare that all the aforesaid agreements, plans & permission are valid and subsisting;

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AND WHEREAS as required by the purchaser the developers have given the inspection of the title deed relating to the sale of the said property, the said Joint Venture agreement for the Development/marketing and also of all the aforesaid order and the sanction plan and have supplied to the purchaser the documents mentioned in Maharashtra Ownership Flats (Regulation of the promotion and Construction, Sale, Management and Transfer) Act 1963 (hereinafter referred to as the said Act) and the Rules made thereunder and the purchaser has verified the same;

AND WHEREAS the purchaser has also inspected the certificate of title issued by Mr. D. L. Bhide, Advocate, a copy of which is annexed hereto in Schedule II and has also investigated the title, of the developers and is satisfied about the marketability of the title of the said property, more particularly described in Schedule I hereinabovewritten,

AND WHEREAS the developers will be selling the flats/garages/terraces/shops/row houses and other units and open parking spaces in the said respective buildings or in the areas surrounding thereto on what is popularly known as "OWNERSHIP BASIS" with a view that ultimately the owners of the flats/garages/terraces/shops/commercial unit/row houses units and open parking spaces under the entire scheme as may be ultimately decided by the developers shall form a Co-operative Housing Society of themselves to be registered under the Maharashtra Co-operative Societies Act, 1960 upon all such purchasers of the various units mentioned hereinabove having paid in full all their respective dues payable by them to the developers and on their compliance with the terms and conditions under their respective agreements with the developers;

AND WHEREAS it has been agreed by and between the parties hereto that the site comprising all the buildings to be constructed by the developers on the said property shall be called and known as "SHREE COMPLEX PHASE - II" and the purchaser and the society to be formed of the unit purchasers shall not be entitled to change the name of the said site and the society that will be formed and the name thereof will commence with the words "SHREE COMPLEX PHASE-II";

AND WHEREAS prior to making application as aforesaid as required by the provision of Maharashtra Co-operative Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act 1976, the purchaser has made declaration to the effect that neither the purchaser nor the member of the family of the purchaser (family as defined under the Urban Land (Ceiling and Regulation) Act 1976, own a tenement, house or building within the limits of Ulhasnagar agglomeration;

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AND WHEREAS the purchaser applied to the developers for the allotment of a flat/garage/terrace/shop/commercial unit and open parking space to the Purchaser in building No 6 on 1st floor hereinafter referred to as 'the said premises' on the terms and conditions herein after contained;

AND WHEREAS relying upon the said application, declaration and agreement the Developers have agreed to sell to the Purchaser the said premises on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Purchaser has paid to the Developer a sum of Rs. 33762 (Rupees Thirty three thousand seven hundred sixty two) only being the part payment of the sale price of the said premises agreed to be sold by the Developers to the Purchaser as advance payment or deposit or earnest money (the payment and receipt whereof the developers do hereby admit and acknowledge and the Purchaser has agreed to pay to the Developers the balance of the purchaser price in respect of the premises in the manner herein after appearing;

AND WHEREAS under section 4 of the said Act the Developers are required to execute written agreement for sale of the said flat/shop/garage/open space/commercial unit with the Purchaser being in fact these presents and also register the said agreement under the Indian Registration Act;

AND THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers shall complete the construction of the said buildings on the said land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the purchaser with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them, provided that the Developers shall have to obtain prior consent in writing of the flat purchaser in respect of such variation or modifications which may adversely affect the flat of the purchaser.
2. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Flat No. 104 admeasuring 510 Sq.ft. (Carpet area i.e. _____ Sq.meters) (which is inclusive of area of balconies) on 1st floor as shown in the floor plan thereof annexed and marked as Annexure 'C'/covered/open Garage No. _____/Shop No. _____ and _____ in the building No. 6 type _____ herein-after referred to as 'the said premises' for the price of Rs. 168810 (Rupees one lakh sixty eight thousand eight hundred and eighty one) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the



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common/limited common areas and facilities which are more particularly described in the schedule hereunder written. The Purchaser hereby agrees to pay to the Developers the aforesaid purchase price in the following manner.

- a) Rs. 33762/- being 20% including deposit on or before execution of this agreement as stated hereinabove
- b) Rs. 16881/- being 10% on or before Completion of the plinth.
- c) Rs. 16881/- being 10% on or before casting of the 1st slab.
- d) Rs. 16881/- being 10% on or before casting of the 2nd slab.
- e) Rs. 16881/- being 10% on or before casting of the 3rd slab.
- f) Rs. 16881/- being 10% on or before casting of the 4th slab.
- g) Rs. 8440-50 being 5% on construction of walls, doors and window-frames
- h) Rs. 8440-50 being 5% on completion of the internal and external plastering.
- i) Rs. 16881/- being 10% on or before completion of flooring, plumbing and Electrical work.
- j) Rs. 16881/- being 10% on or opening the balance of purchase price against taking possession of the said premises.

The time for payment of each of the aforesaid instalments shall be the essence of the contract and payment of such instalment shall relate to the construction of the building in which the premises are situate and shall not have any connection whatsoever with the construction of other buildings in the entire complex. Provided further that the purchaser shall pay the last instalment of the purchaser price within seven days from the receipt of the intimation from the Developers that the premises agreed to be purchased are ready for occupation and if the purchaser fails to make the payment the Developers shall get liberty to exercise other rights as set out in this agreement including a right to terminate this agreement and sell the said premises to any other person or parties.

3. Provided further that the Certificate which may be issued by the Developer's Architect that the work has commenced and/or respective work of the plinth/slab have

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been completed shall be binding upon the purchaser and the payment of the instalment shall accordingly forthwith become due and payable by the Purchasers to the Developers.

4. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of the sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Buildings.
5. The Developers hereby declare that the Floor, Space and Index to be available in respect of the said land is as per the sanctioned layout plan of the said property and that no part of the said floor, space index has been utilised by the Developers or the Vendors elsewhere for any purpose whatsoever. The residual F.A.R. (F.S.I.) in the plot or layout not consumed will be available to the Developers till the execution of conveyance in favour of the proposed society.
6. The Developers hereby agree that they shall, before handing over possession of the premises to the Purchaser and in any event, before execution of a conveyance in favour of a corporate body to be formed by the Purchasers of flats/shops/garages in the building/s to be constructed on the said land (hereinafter referred to as 'the Society/the Limited Company) make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in over the said land and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Developers have absolute, clear and marketable title to the Said land so as to enable them to convey to the said Society/Limited Company such absolute clear and marketable title on the execution of a conveyance of the said land by the Developers in favour of the said Society/Limited Company.
7. The Purchaser agrees to pay to the Developers interest at 21 % per annum on all the amounts which become due and payable by the Purchaser to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developers.
8. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate this Agreement.

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PROVIDED always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this Agreement as aforesaid the Developers shall refund to the Purchaser the instalments of sale price of the Flat which may till then have been paid by the Purchaser to the Developers but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of the aforesaid amount by the Developers the Developers shall be at liberty to dispose of and sell the flat to such person and at such price as the Developers may in their absolute discretion think fit.

9. The fixtures, fitting, and amenities to be provided by the Developers in the said building and the Flat are those that are set out in the Annexure 'A' annexed hereto.
10. The Developers shall give possession of the Flat to the Purchaser on or before 31st day of March 1994. If the Developers fail or neglect to give possession of the Flat to the Purchaser on account of reason beyond their control and of their agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the flat with simple interest at nine percent per annum from the date the Developers receive the said sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that the disputes whether the stipulation specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Developers to the Purchaser, they shall, subject to prior encumbrances, if any, be charge on the the said land as well as the construction of building in which the premises are situated or were to be situated; Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises are situated is delayed on account of non-availability of steel and/or cement or other building

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materials or by reason of war, civil commotion or any act of God, force majeure, strike/lockouts/layoffs whether of the labour of the Developers or any of the labour at the works of manufacturers/suppliers of steel cement or other building materials or other natural calamity or any reason beyond the control of the Developers or if non-delivery of possession is a result of any ordinance, notice or order, rules or notifications of the Government and/or other public body or authority.

11. The Purchaser shall take possession of the premises within ten days of the Developers giving written notice to the Purchaser intimating that the said premises are ready for use and occupation Provided that if within a period of three years from the date of handing over the premises to the Purchaser, the Purchaser brings to the notice of the Developers any genuine defect in the premises or the building in which the premises are situated or the material used therein or any unauthorised change in the construction of the said building, then wherever possible such defects or unauthorised changes shall be rectified by the Developers at their own costs and in case it is not possible to rectify such defects or unauthorised changes then the Purchaser shall be entitled to receive from the Developers reasonable compensation for such defect or change.
12. The said premises are sold for the purpose of Residence only and the purchaser shall use the premises or any part thereof or permit the same to be used only for the said purpose only and for no other purpose.
13. The Purchaser is aware that the Developers intend to construct several buildings on the said property. It shall be the option of the developers either to form one society or of the Purchaser of various premises on the said property or two or more societies as may be deemed fit by the Developers. The Purchaser shall have no objection to the same. As may be decided by the Developers the Purchaser alongwith the other purchasers of the premises in the building in or more building shall join in forming and registering the society or Limited Company to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within three days of the same being forwarded by the Developers to the Purchaser so as to enable the Developers to register the organisation of the Purchasers under section 10 of the said Act, within the time limit prescribed by rule 8 of the Maharashtra

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Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws of the Memorandum and/or Articles of Association, as may be required by the Registrar Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

14. Unless it is otherwise agreed to by and between the parties hereto the Developers shall, within four months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the Society or Limited Company all the rights, title and the interest of the Developers in the aliquot part of the said land together with the building/s by obtaining or executing the necessary conveyance of the said land (or to the extent as may be permitted by the Authorities) and the said building in favour of such society or limited Company, as the case may be. Such conveyance shall be in keeping with the terms and provisions of this Agreement.

15. Commencing a week after notice in writing is given by the Developers to the Purchaser that the Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser share is so determined, the Purchaser shall pay to the Developers provisional monthly contribution of Rs. 250/- per month towards the outgoings. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until the conveyance is executed in favour of the Society or a Limited Company, as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for by this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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27. The Purchaser hereby agrees and binds himself/herself to pay to the Developers or to the Society or Limited Company or the Association/Condominium of Apartment Owners when formed, as the case may be, such amounts as may be required to be paid in respect of society office charges, garden, cable charges, development charges and similar other disbursements as and when demanded by the Developers and the same shall be borne and paid by all the Purchasers of flats/shops/terrace/open or covered parking space.
28. The Purchaser will not be entitled to any rebate and/or commission in the price of his/her/its/their flats/shop/garage/parking space on account of the construction of the additional floors in the said building and/or change, alteration and additions made in the said building.
29. The Purchaser for himself/themselves with intention to bring all person into whosever's hands the premises may come, doth hereby covenant with the Developers as follows :-
 - a) To maintain the premises at Purchaser's own costs, and good tenantable repair and condition from the date of possession of the premises are taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircases or any passage which may be against the rules, regulations or bye-laws of Concerned Local or any other Authority/change/alter or make addition in or to the building in which the premises are situated and the premises, or any part thereof.
 - b) Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the Concerned Local or other Authority and shall not carry on cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat is situated, including entrances of the building in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
 - c) To carry at his/her/their own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or cause to be done anything in or to the building in which the Flat is situated or the

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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 the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other public Authority.

- d) Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises are situated and shall keep the portion, sewers, drains, pipes in the premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises are situated and shall not chisel, or in any other manner damage columns, beams walls, slabs, or RCC, Pardis or other structural members in the premises without the prior written permission of the Developers and/or Society or the Limited Company.
- e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish garbages or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said land and the building in which the premises are situated.
- g) Pay to the Developers within seven days of demand by the Developers his share of security deposit demanded by Concerned Local Authority or Government for giving water, electricity or any other service in connection with the building in which the premises are situated.
- h) To bear and pay increase in local taxes, water-charges, insurance and such other; levys if any, which are imposed by the concerned local authority and/or Government and/or other Public Authority on account of change of user of the said premises by the Purchaser viz. user for any purpose other than for which the premises are given.
- i) The Purchaser shall not let, sub let, transfer, assign, or part with the Purchaser's interest or benefit under this Agreement or part with the possession of the said premises until all the agreement payable by the Purchaser to the Developer

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under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Developers and has obtained from the Developers the No objection in writing.

- j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the building Rules, Regulations, and bye-laws for the time being of the Concerned Local Authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) The Purchaser shall permit the Developers and their servants and agents, with or without workmen and others, at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good within three months of the giving of a notice all defects, decays and wants of repairs of which such notice in writing shall be given by the Developers to the Purchaser. The Purchaser shall also permit the Developers and their servants and agents, with or without workmen and others, at reasonable time to enter into and upon the said premises for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services, drain, pipes, cables, water courses, gutters, wires, party walls, structures or other convenience belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing as reinstating drainage and water pipes and electric wires and cables and for similar purposes.
30. The Developers shall maintain a separate account in respect of sum received by the Developers from the Purchasers as advance or deposit, sum received on account of the share capital for the promotion of the co-operative society or a Company or towards the outgoings and legal charges and shall utilise the amounts only for the purpose for which they have been received.

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31. The Purchaser hereby agrees and binds himself/herself to pay to the Developers or to said Society or, limited Company when formed as the case may be, such amount as non-interest bearing deposit or otherwise as may be required to be paid in respect of Electric Meter Deposit, water meter, charges, deposit and similar other deposit/disbursement as and when demanded by the Developers and the same shall be borne and paid by all the Purchasers of flat/shop/terrace open or covered parking space in proportion to the purchase price of respective flats/shops/terrace/open or covered parking space.
32. The Developers or any person or persons nominated by the Developers or the party or whom the rights conferred under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Corporation and other Competent Authority and such additions, alterations and structures, will be the sole property of the Developers or their nominee or nominees, as the case, may be, who will be entitled to dispose off the same in any way they choose and the Purchaser hereby consents to the same. The Developers and/or their nominees or assigns shall be entitled to display advertisements or boardings or sign boards or neon signs or any portion of the compound comprised in the said premises including the terrace walls, parapet walls and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or boardings at all times hereafter. The agreement with the Purchaser in the said building shall be subject to the aforesaid rights of the Developers or their nominees or assigns and the Purchaser shall not be entitled to raise any objection or to any reduction in the price of the flats/shops/garages parking space agreed to be acquired by him/her/itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever **AND IT IS HEREBY AGREED** that the Developers shall be entitled to nominate any other person to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of the other person. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society or Limited Company or Association as the case may be, to whom the said premises and the said building/s will be transferred in pursuance of the provisions hereinafter contained PROVIDED FURTHER that neither any of the Purchaser nor the Society, Limited Company, or Association of persons, as the case may be, shall be entitled to charge the Developers and/or its nominees or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.
33. The Purchaser shall not let, sub-let, sell or transfer, convey, encumber by mortgage or charge or otherwise deal

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with or dispose off or assign or in any way part with his/her interest under or the benefit of this Agreement or part with the possession of the said premises or any part thereof to any one until all the dues payable by him/her to the Developers under this Agreement whatsoever head are fully paid up and even thereafter only if the Purchaser has not been guilty of breach or non-observance or non-compliance of any of the terms and conditions hereof and thereafter also any such dealing shall not be effected without the prior consent in writing of the Developers. Such transfer, conveyance or assignment shall be of the entire premises hereby agreed to be purchased and not otherwise.

34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law of the said premises or of the said plot and building or any part thereof. The Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces etc. will remain the property of the Developers until the said lands and building is transferred to the Society/Limited Company as hereinbefore mentioned.
35. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers 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 Developers.
36. Without prejudice to the rights of the Developers hereunder and/or under any law, the Developers shall be entitled to take action against the Purchaser if the Purchaser neglects or fails to pay his/her/its/their proportionate share of outgoings referred to in this Agreement every month and if he/she/it/they remain in arrears for three months, the Developers shall terminate this Agreement and enter upon the said flat/shop/garage /parking space, resume possession thereof and forfeit absolutely all moneys paid by the Purchaser under this Agreement and the Purchaser shall have no claim against the Developers.
37. The Purchaser shall at his costs, charges and expenses present this Agreement as well as the Conveyance at the proper registration office of Sub-Registrar of Assurances within the time limit prescribed by the Registration Act and upon the Purchaser informing the Developers about the same the Developers will attend such office and admit execution thereof.



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- 38. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post/A.D./Under Certificate of Posting at his/her Address at Shree Gaurakrupa Niwas, Kadam No 1, Jansagar Road, Kalyan (East)
- 39. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made thereunder.

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written;

FOR SHAH AND SHAH DEV. PVT. LTD.

SIGNED SEALED AND DELIVERED)

by the withinnamed Developers)

SHAH & SHAH DEVELOPERS PVT. LTD.)

in the presence of Mr. D. Dhamdhare

Prakash
(SHRI PRAKASH C. THAKKAR)
CONSTITUTE ATTORNEY OF SHRI VIKRAM C. SHAH
FOR SHAH DEVELOPERS PVT. LTD. (DIRECTOR)

SIGNED SEALED AND DELIVERED)

By the withinnamed Purchaser)

D. E. DHOPE (Dhore)

in the presence of D. Dhamdhare

Dhore



RECEIVED from withinnamed purchaser the sum of

Rs. 33,762 (Rupees Thirty three thousand seven hundred

sixty two) Cash/Cheque No. 874862 of B. A. M.

of Kolsewad Branch being earnest money deposit paid by him/her/them to us.

WITNESS :

Mr. D. Dhamdhare
18 Pai Bldg
Rambay no 5
Kalyan

FOR SHAH & SHAH DEVELOPERS PVT. LTD.

FOR SHAH AND SHAH DEV. PVT. LTD.

Prakash
(SHRI PRAKASH C. THAKKAR)
CONSTITUTE ATTORNEY OF SHRI VIKRAM C. SHAH
FOR SHAH DEVELOPERS PVT. LTD. (DIRECTOR)

Dhore

THE SCHEDULE ABOVE REFERRED TO

Piece of land situate at village Wadeghar, Taluka Kalyan, District Thane within the limits of Kalyan Municipal Corporation and bearing Survey No.59. Hissa No.4 & Plot No.10,11, 14 admeasuring in the aggregate 2900 sq. metres or thereabouts and bounded as follows :

PLOT NO.10

On or towards the EAST by S. No.61
 On or towards the WEST by S. No. 59/4 Plot No.11 and
 S.No.57/0
 On or towards the NORTH by S.No.57/0
 On or towards the SOUTH by S. No.59/4 Plot

PLOT NO.11

On or towards the EAST by S.No.59/4 Plot No.12, 13
 On or towards the SOUTH by S. No.59/4 Internal Road
 S. No. 59/4,7.5 M. Wide
 Internal Road
 on or towards the NORTH by S. No.58/and 57/0
 On or towards the SOUTH by S. No.59/4 Internal Road

PLOT NO.14

On or towards the EAST by Plot No. 15 by S. No.59/4
 On or towards the WEST by Internal Road 7-5 M. Wide of
 S. No.59/4
 On or towards the NORTH by Internal Road 6.0 M Wide of
 S. No.59/4
 On or towards the SOUTH by S. No. 59/4 Plot No. 8 and 7.

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Ref. No. : _____

Date : 17.02.1992

TO WHOMSOEVER IT MAY CONCERNREPORT ON TITLE

Shri APPA DHONDU BHOIR & 4 ors : OWNERS
 To
M/s. P. C. THAKKAR & COMPANY : BUILDERS /
a partnership firm of K a l y a n . . DEVELOPERS

READ

1. EXTRACT of 7/12 and Mutation Entries bearing Nos. 623, 685, 686, 885, 897, 988.
2. COPY OF AGREEMENT FOR SALE dated 18.04.1985 between Shri APPA DHONDU BHOIR and Others as " V E N D E R S " and Shri C. G. THAKKAR as " P U R C H A S E R S " (Unregistered)
3. COPY OF POWER OF ATTORNEY issued by Shri APPA DHONDU BHOIR and Others dated 09.02.1987 in favour of Shri C. G. THAKKAR duly executed before the Executive Magistrate Kalyan, under No. 4400 dated 10.02.1987.
4. COPY OF POWER OF ATTORNEY issued by Smt. KHARUBAI DHONDU BHOIR and Others dated 05.10.87 in favour of Shri C. G. THAKKAR duly executed before the Executive Magistrate Kalyan, under No. 4937 dated 05.10.1987.
5. COPY OF ORDER passed by the Competent Authority, ULHASNAGAR URBAN AGGLOMERATION, Thane under the Urban Land (Ceiling and Regulation) Act, 1976 under No. ULC/ULM/6(1)/SR-11 / KOLIVALI dt.21.09.87.

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D. L. BHIDE

LL.B., Pleader
Bhide Wada, Bhide Lane,
Tilak Chowk, KALYAN-421 301

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C. D. BHIDE

M.Com. (Hon.), LL.B., Advocate
Sita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. : 27278

Thakker Apartments
First Floor, Opp. Hotel Asha
Station Road
BADLAPUR (E)

Ref. No. : _____

Date : _____

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6. COPY OF REVISED ORDER passed by the Competent Authority, ULHASNAGAR URBAN AGGLOMERATION, Thane under URBAN LAND (Ceiling and Regulation) Act, 1976 under No. ULC/ULN/6(1)/SR-11/KOLIVALI dated 23.06.1988.
7. COPY OF LAYOUT ORDER along with Plan issued by the Town Planning Authority, Kalyan Municipal Corporation under No. KMP / NRV / LAYOUT / KYN - 2588 - 180 dated 13.10.1988.
8. COPY OF ORDER passed by the Assistant Collector, THANE under No. TD / VI / TNC / SR / 709 dt.28.6.89.
9. COPY OF ORDER passed by the Collector, Thane under No. REV / DESK / I / T / VII / NAP / SR-198 dated 27.07.1989.
10. COPY OF PARTITION DEED dated 21.10.1991 between Shri APPA DHONDU BHOIR and O t h e r s .
(KLN. SR. No. 4853 dt. 22.10.91)
11. EXTRACT OF 7/12 dated 3.1.92 & MUTATION ENTRY No.898
12. DEVELOPMENT AGREEMENT dated 24.10.91 executed by Shri APPA DHONDU BHOIR and 4 O t h e r s and M/s. P.C.THAKKAR & CO., as BUILDERS/DEVELOPERS
13. COPY OF PUBLIC NOTICE issued in WEEKLY KALYAN MAGRIK dated 05.02.1992.
14. COPY OF POWER OF ATTORNEY issued by Shri A.D.BHOIR and 4 O t h e r s in favour of Shri C. G. THAKKAR.
15. S E A R C H R E P O R T for 40 years.

THE necessary Searches at the office of Sub-Registrar of Assurances had been taken and the Search Report does not reveal any entry which may come in the category of encumbrances over the property described in the SCHEDULE hereunder written.

Signature
Signature

Signature

D. L. BHIDE

LL.B., Pleader

Bhida Wada, Bhida Lane,
Shak Chowk, KALYAN-421 301

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C. D. BHIDE

M.Com. (Hon.), LL.B., Advocate

Shri Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. : 27278

Thakkar Apartments,
First Floor, Opp. Hotel Ashthi,
Station Road,
BADLAPUR (East)

Ref. No. : _____

Date : _____

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THE Property described in the SCHEDULE hereunder written along with the other properties were the H.U.F. property of Shri APPA DHONDU BHOIR and OTHERS. The said Shri A. D. BHOIR and OTHERS had acquired the aforesaid properties under the BOMBAY TENANCY AND AGRICULTURAL LANDS ACT, 1948 from the Competent Authority and have paid the necessary price fixed up by the Competent Authority ALT. Further Shri APPA DHONDU BHOIR and OTHERS have also obtained the necessary Certificate under section 32 G of the BOMBAY TENANCY AND AGRICULTURAL LANDS ACT, under No. 15 /79-74 dated 03.02.1976

THEREAFTER, Shri APPA DHONDU BHOIR and O t h e r s followed the necessary and got their names mutated in the Revenue Records etc., and started enjoying the aforesaid property as full and absolute OWNERS thereof.

THEREAFTER Shri APPA DHONDU BHOIR and O t h e r s by Agreement dated 18.04.1985 (Un-registered) agreed to sell their H.U.F. property at village Wadeghar, totally admeasuring about 2 hectares 61 acres (including property described in the SCHEDULE hereunder written) to one Shri C. G. THAKKAR and O t h e r s and thereafter the said Owners Shri APPA DHONDU BHOIR and Others issued the necessary POWER OF ATTORNEY for the purpose of development / sale etc., and said Power of Attorney is duly executed before the Executive Magistrate Kalyan.

AS witness

W. D. Bhide

D. L. BHIDE

LL.B., Pleader

Bhide Wada, Bhide Lane,
Tilak Chowk, KALYAN-421 301**C. D. BHIDE**

M.Com. (Hon.), LL.B., Advocate

Sita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel.: 27278Thakkar Apartments
First Floor, Opp. Hotel Athlete,
Station Road,
BADLAPUR (East)

Ref. No. : _____

Date : _____

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ON the Strength of the aforesaid Agreements and the Power of Attorney Shri C. G. THAKKAR followed the necessary procedure and got the Ceiling case decided of the OWNERS Shri A. D. BHOIR and Others from the Competent Authority, Ulhasnagar Urban Agglomeration, Thane under the URBAN LAND (CEILING & REGULATION) ACT, 1976 and obtained the requisite Order from the Competent Authority under No. ULC / ULM / 6(1) / SR - 11 / KOLIVALI dated 21.09.1987.

THEREAFTER the said Shri C. G. THAKKAR further applied for the revised Order under URBAN LAND (Ceiling and Regulation) Act, and the Competent Authority, being satisfied regarding the Statement further issued the Revised Order under No. ULC/ULM/ SR - 11 / KOLIVALI dated 23.06.1988 and as per the said Order the property described in the SCHEDULE hereunder written along with the Order properties was declared as property " R E T A I N E D " by the said Shri APPA DHONDU BHOIR and O t h e r s .

AFTER obtaining the necessary Order from the Competent Authority under the Urban Land (Ceiling and Regulation) ACT, 1976, Shri C.G.THAKKAR on behalf of the Owners followed the necessary procedure for obtaining the Layout for the property described in the SCHEDULE hereunder written along with the other properties to the Competent Authority Kalyan Municipal Corporation and have obtained the necessary Layout Sanction from the Town Planning

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[Signature]
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D. L. BHIDE

LL.B., Pleader
Bhida Wade, Bhida Lane,
Shivaji Chowk, KALYAN-421 301

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C. D. BHIDE

M.Com. (Hon.), LL.B., Advocate
Bita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. : 27278

Thakkar Apartments,
First Floor, Opp. Hotel Ashahi,
Station Road,
BADLAPUR (East)

Ref. No. : _____

Date : _____

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Authority Kalyan Municipal Corporation under
No. KMP / NRV / LAYOUT / KYN / 2588 - 180 dated
13.10.1988, and divided the property into 15 plots.

AFTER the sanction of Layout Shri C. G. THAKKAR
on behalf of the Owners followed the necessary
procedure to obtain the sale permission under the
BOMBAY TENANCY AND AGRICULTURAL LANDS ACT, 1948
and have obtained the Sale Permission from the
Sub-Divisional Officer, Thane under No. TD / VI /
TNC / SR - 709 dated 28.06.1989.

THEREAFTER Shri C. G. THAKKAR on behalf of Shri
APPA DHONDU BHOIR and OTHERS, by virtue of Sale
Permission applied to the Competent Authority,
Thane for obtaining the necessary NON-AGRICULTURAL
Permission to the Competent Authority and the
Collector Thane issued the necessary NON-AGRICULTURAL
ORDER under No. REV / DESK / I-T-7/NAP/SR-198 dated
27.07.1987 and as per said Order the property
bearing Survey No.59 / 4, 60 (p) of village WADEGHAR,
comprising of Plot No.1 to Plot No.15 have been duly
converted to NON-AGRICULTURAL USE.

THEREAFTER Shri APPA DHONDU BHOIR and Others conveyed
the Plots bearing Plot No.1 to Plot No.09 to various
persons by various Deed of Conveyances and the said
Plots are transferred in the name of the various
Purchasers in the Revenue records. Substantial

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D. L. BHIDE

LL.B., Pleader

Bhide Wada, Bhide Lane,
Tilak Chowk, KALYAN-421 301**C. D. BHIDE**

M.Com. (Hon.), LL.B., Advocate

Bita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. 27278Thakkar Apartments
First Floor, Opp. Hotel Ashwin,
Station Road,
BADLAPUR (Dist.)

Ref. No. : _____

Date : _____

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monetary consideration was received by Shri APPA DHONDU BHOIR and Others in pursuance to the conveyances. At that time Smt. RAJUBAI T. KHAREBHARI, Smt. TAIBAI PANDU MHATRE, Smt. SITABAI SITARAM LOKHANDE, Smt. TAYDIBAI KALU JADHAV, Smt. FASUBAI ASHOK PATIL and Smt. GANGUBAI HARI MADVI some of the members of the Original H.U.F. expressed their desire and made a request that they wanted to relinquish / release their right title and interest in the remaining property in favour of the remaining members of the H.U.F. All these persons are ladies and some of them had become pretty old. Shri APPA DHONDU BHOIR and Others members of the H.U.F. carefully considered their proposal and ultimately accepted the same. However, the other members of the H.U.F. at that time insisted that the Partition of the remaining property be also affected and therefore with the help of the "PANCHAS" the above mentioned persons (6 persons) were compensated from the sale proceeds of the Plot No. 1 to Plot No.9 as they were releasing / relinquishing their entire right title and interest in the remaining property of the H.U.F. and therefore with the help of the PANCHAS the Partition of the remaining property was also orally affected. However, in order to have its noting in writing, latter on a MEMORANDUM to that effect was drawn and executed on 16.05.1991 and the said Memorandum is signed by the remaining members of the H.U.F. and the aforesaid 6 persons

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D. L. BHIDE

LL.B., Pleader

Bhide Wada, Bhide Lane,
Tilak Chowk, KALYAN-421 301

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C. D. BHIDE

M.Com. (Hon.), LL.B., Advocate

Sita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Walcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. : 27278

Thakkar Apartments,
First Floor, Opp. Hotel Athithi,
Station Road,
BADLAPUR (East)

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Date : _____

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have been joined to the said Memorandum in their capacity as CONFIRMING PARTY. IN the MEMORANDUM it is mentioned that the parties should with the help of Advocates get this Partition duly executed and registered and accordingly the Deed of Partition was prepared dated 21.10.91 and was duly executed and registered in the office of Sub-Registrar of Assurances, Kalyan at Sr. No. 4853 dated 22.10.91 in order to confirm all the above events, the aforesaid 6 persons have joined to the said Deed of Partition as " CONFIRMING PARTY "

IN THIS WAY, as per PARTITION DEED, the Plots being Plot No. 10, 11 and 14 had fallen to the share of the Owners Shri A. D. BHOIR and 4 Others and as per the PARTITION DEED the necessary revenue records were mutated and the property stands in the name of the said Shri APPA DHONDU BHOIR and Others in the Extract of 7 / 12.

THEREAFTER the said Owners have executed the development Agreement in favour of M/s. P.C.THAKKAR AND COMPANY, the Builders / Developers on 24.10.1991 and have further executed the necessary POWER OF ATTORNIES for the purpose of development / construction and the said Power of Attorney is duly registered / executed before the Executive Magistrate, Kalyan under No. 22114 and 2756 dated 28.10.91 and 7.2.92 respectively.

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LL.B., Pleader

Bhida Wada, Bhida Lane,
Tarak Chowk, KALYAN-421 301

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C. D. BHIDE

M.Com. (Hon.), LL.B., Advocate

Sita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. : 27278

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First Floor, Opp. Hotel Asha
Station Road
BADLAPUR (Dist.)

Ref. No. : _____

Date : _____

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THE Builders / Developers have prepared the necessary Plans and have submitted the same to the Kalyan Municipal Corporation for sanction and approval and have also paid the PERMIT FEES in that behalf vide receipt No. 14593 dated 3.2.92 and have also paid the betterment charges vide receipt No. 14594 on the same day.

THE necessary PUBLIC NOTICE in respect of the aforesaid property was published in the KALYAN NAGRIK, Weekly on 5.02.1992 and neither during the notice period nor thereafter any objection was received from any person/s.

THE necessary Searches at the office of Sub-Registrar of Assurances, Kalyan had been taken and the Search Report does not reveal any entry which may come in the category of encumbrances over the property described in the SCHEDULE hereunder written.

ON PERUSAL of the above mentioned documents and the Searches taken at the Office of Sub-Registrar of Assurances, Kalyan, I find that the title of the OWNERS to the property described in the SCHEDULE hereunder written is clear, marketable and free from reasonable doubts and encumbrances, of whatsoever nature.

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L. BHIDE

LL.B. Pleader
Wade. Bhide Lane,
Chowk, KALYAN-421 301

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C. D. BHIDE

M.Com. (Hon.), LL.B. Advocate
Sita Vallabh Co-op. Hsg. Soc. Ltd.,
First Floor, Near Welcome Hotel,
Shivaji Chowk, KALYAN-421 301
Tel. : 27278

Thakkar Apartments,
First Floor, Opp. Hotel Adithi,
Station Road,
BADLAPUR (East)

No. : _____

Date : _____

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S C H E D U L E

ALL THAT PIECE & PARCEL of N.A. land lying and situate at village WADEGHAR, Taluka KALYAN, within the limits of the KALYAN MUNICIPAL CORPORATION within registration district THANE, sub-registration district KALYAN, within the limits of the KALYAN MUNICIPAL CORPORATION, bearing :-

SURVEY No.	HISSA No.	PLOT No.	SQ.MTRS. AREA
59	4(p)	10	1150
59	4(p)	11	1000
59	4(p)	14	750

and bounded as follows :-

- ON OR TOWARDS EAST :-Plot No.12 and 13
ON OR TOWARDS WEST :-Property bearing S.No.61
ON OR TOWARDS SOUTH :-For some part open spaces and for remaining part Plot No.8
ON OR TOWARDS NORTH :-For some part property of Shri C.G.THAKKAR and for remaining part property bearing Survey No.58

together with all easement rights etc.,

D. L. Bhide
(D. L. BHIDE)
PLEADER.

Thane
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N. A. गा. न. नं. ७, ७अ व १२

स न. ६०	हिस्सा नं. १	पिके	कथ जेदार	गांव वाडेहर
क्षेत्र	हेक्टर	आर प्रति	४६६७-५	तालुका काठमाण्डौ
लावणी लायक			गढोदाबाई चण्डाबाबा	इतर हुक्म ६५ ६६६
पोट खराबा			लेखके ३ चण्डाबाबा	मिलीमिटर आउटर
एकूण			बाई देवीदास लेह	प्रमाण क्षेत्र २८८४-०० चौ०
आकार		रूपये	४५ मनुष्यार्थ कंडलित	मीटर डोपनस्यैस ६५
जुडी अथवा		पैसे	लेखके ५ गिरबाई	
जादा आकार			त्रिभुजान पाटील	
पाणी			६६६ ६६८ ६६५ ६६२	
			(६२३)	

वर्ष	कुल आणि खंड	क्षेत्र	रीत	पिके आणि लागवड	क्षेत्र	धोरा
९१	खंड	४६६७-५		ना. आ.	४६६७-५	
९२						

अहमद वरदकुम नक्कल रजू आहे

ता. ३/१/९२
 तलाठी *[Signature]*
 तलाठी कार्यालय

N.A. गा. न. नं. ७, ७अ व १२

स न. ५९	हिस्सा नं. ४४	पिकी	६००	कवजेदार (६००)	गांव वाडघर
क्षेत्र	हेक्टर	आर	प्रति ए	मुठे	तालुका कल्याण
लावणी लायक				७२५०	इतर हक्क (६००) (६००)
पोट खराबा				७२५०	
एकूण					
आकार	-		रुपये	पैसे	पाटीना (६००) (६००)
जुडी अथवा	-				(६००) (६००) (६००)
जादा आकार	-				(६००) (६००) (६००)
पाणी	-				(६००)



वर्ष	कुल आणि खंड	क्षेत्र	रीत	पिके आणि सागवड	क्षेत्र	शेरा
९१ ९२	खुद	७२५०	मीटर	खुली जागा	मीटर	७२५०

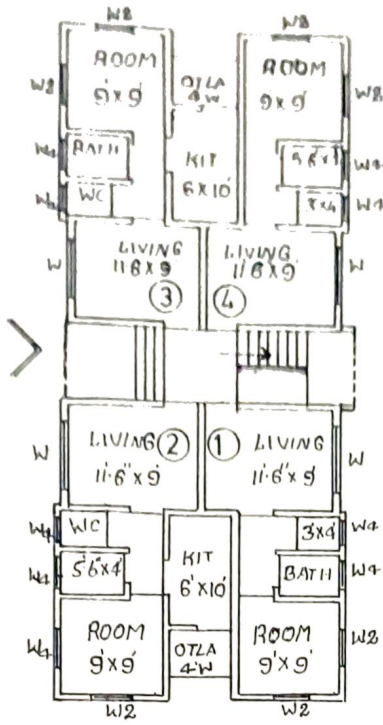
असल वरहुकुम नक्कल रुजू आहे

ता. ३/१/९२

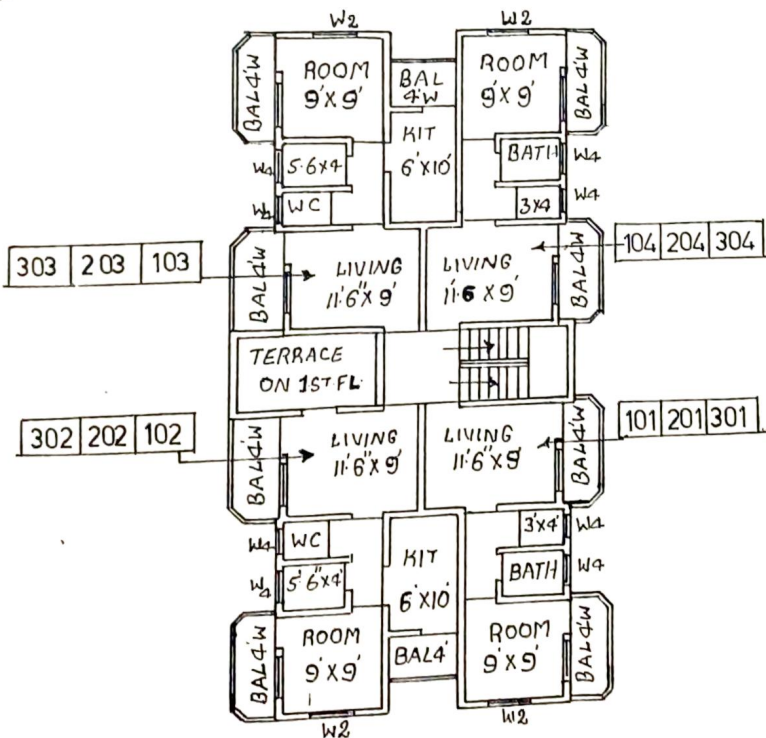
तलठी (६००) (६००) (६००)
तेलठी-कल्याण

SHREE COMPLEX
 PHASE II
 BUILDING NO 1

ADMEASURING AREA IN
 SQ FT
 BLDG NO _____
 FLAT NO _____ ON _____
 FLOOR _____
 COLOURED PINK




GROUND FLOOR PLAN

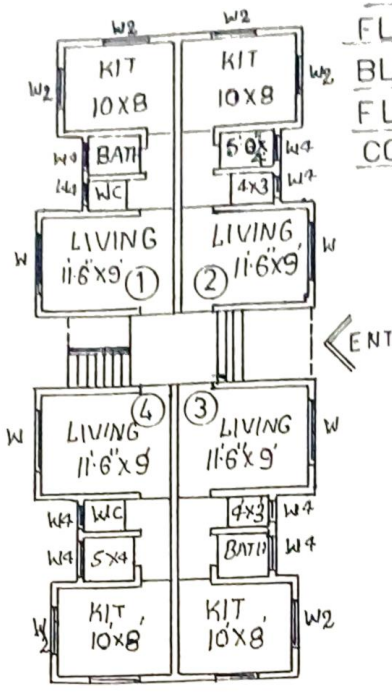


1ST 2ND & 3RD FLOOR PLAN

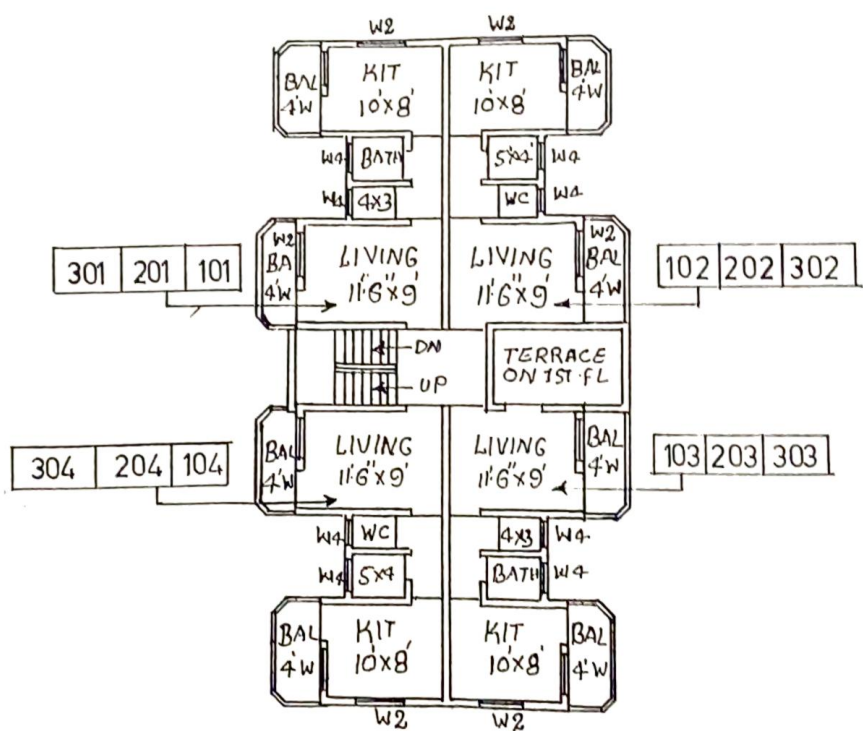


SHREE COMPLEX
PHASE II
BUILDING NO 2

ADMEASURING AREA
IN SQ FT.
FLAT NO.
BLDG NO. ON
FLOOR.
COLOURED PINK 



GROUND FLOOR PLAN



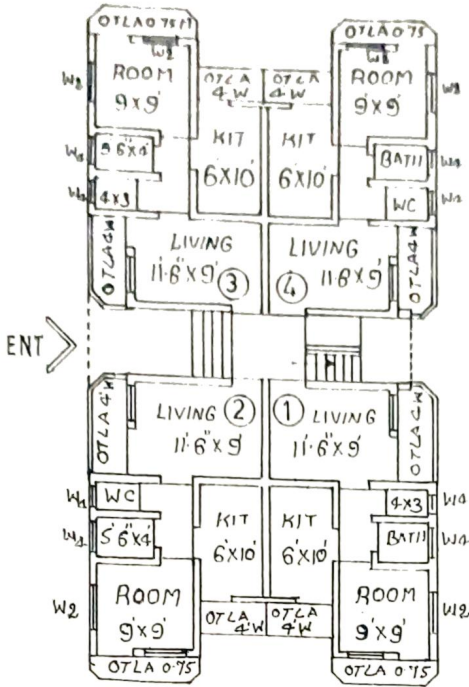
1ST 2ND & 3RD FLOOR PLAN

SHREE COMPLEX

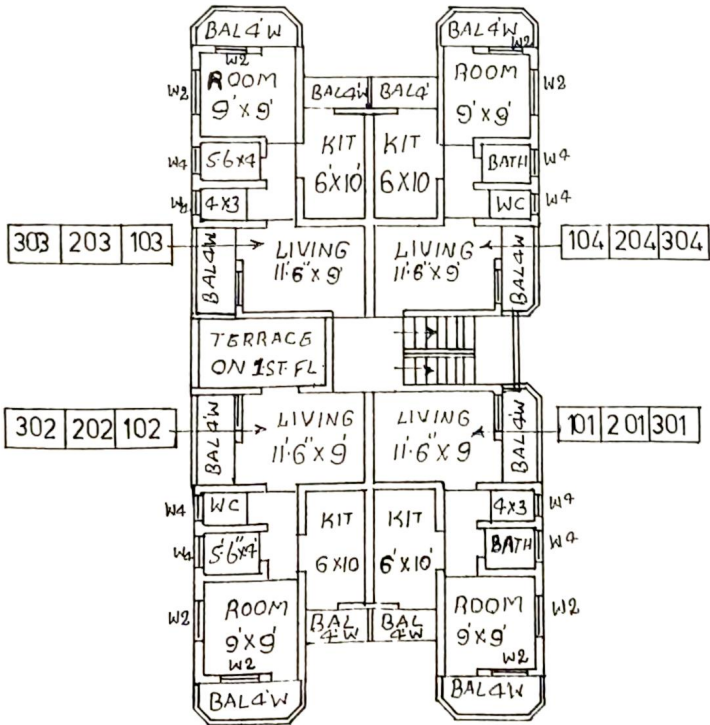
PHASE II

BUILDING NO 3

ADMEASURING AREA IN
 SQ FT.
 BLDG NO
 FLAT NO ON
 FLOOR.
 COLOURED PINK




GROUND FLOOR PLAN

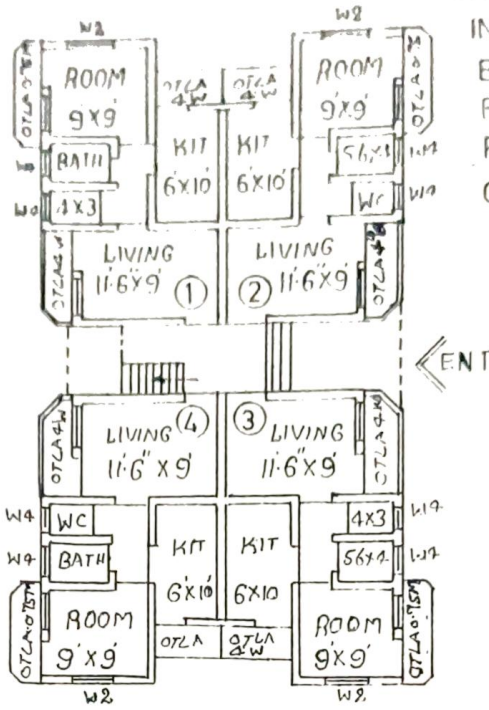


1ST 2ND & 3RD FLOOR PLAN

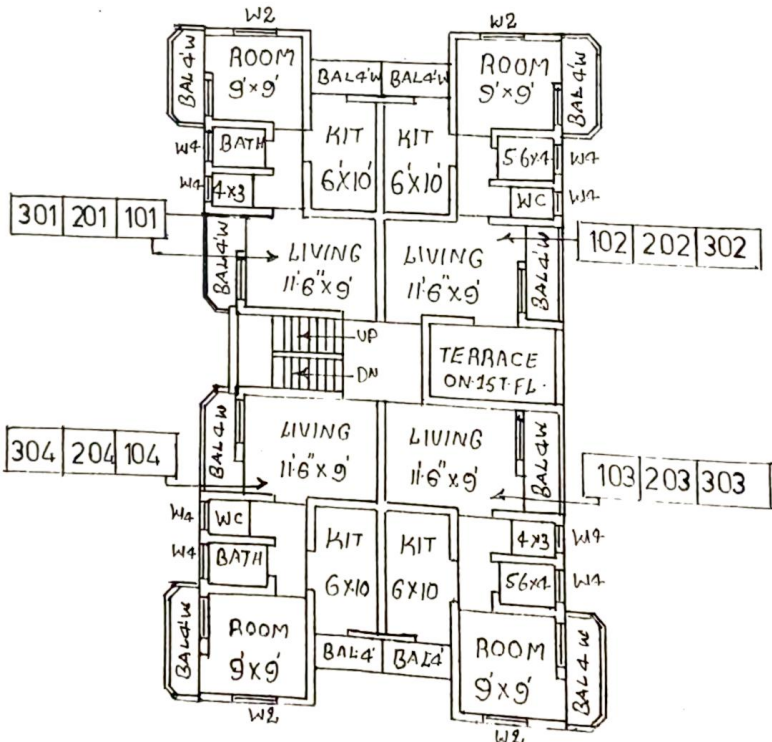
SHREE COMPLEX
 PHASE II
 BUILDING NO 4

ADMEASURING AREA
 IN SQ FT

BLDG NO: _____
 FLAT NO: _____ ON _____
 FLOOR: _____
 COLOURED PINK 



GROUND FLOOR PLAN



1ST 2ND & 3RD FLOOR PLAN

Purchaser

FOR SHAH AND SHAH DEV. PVT. LTD.

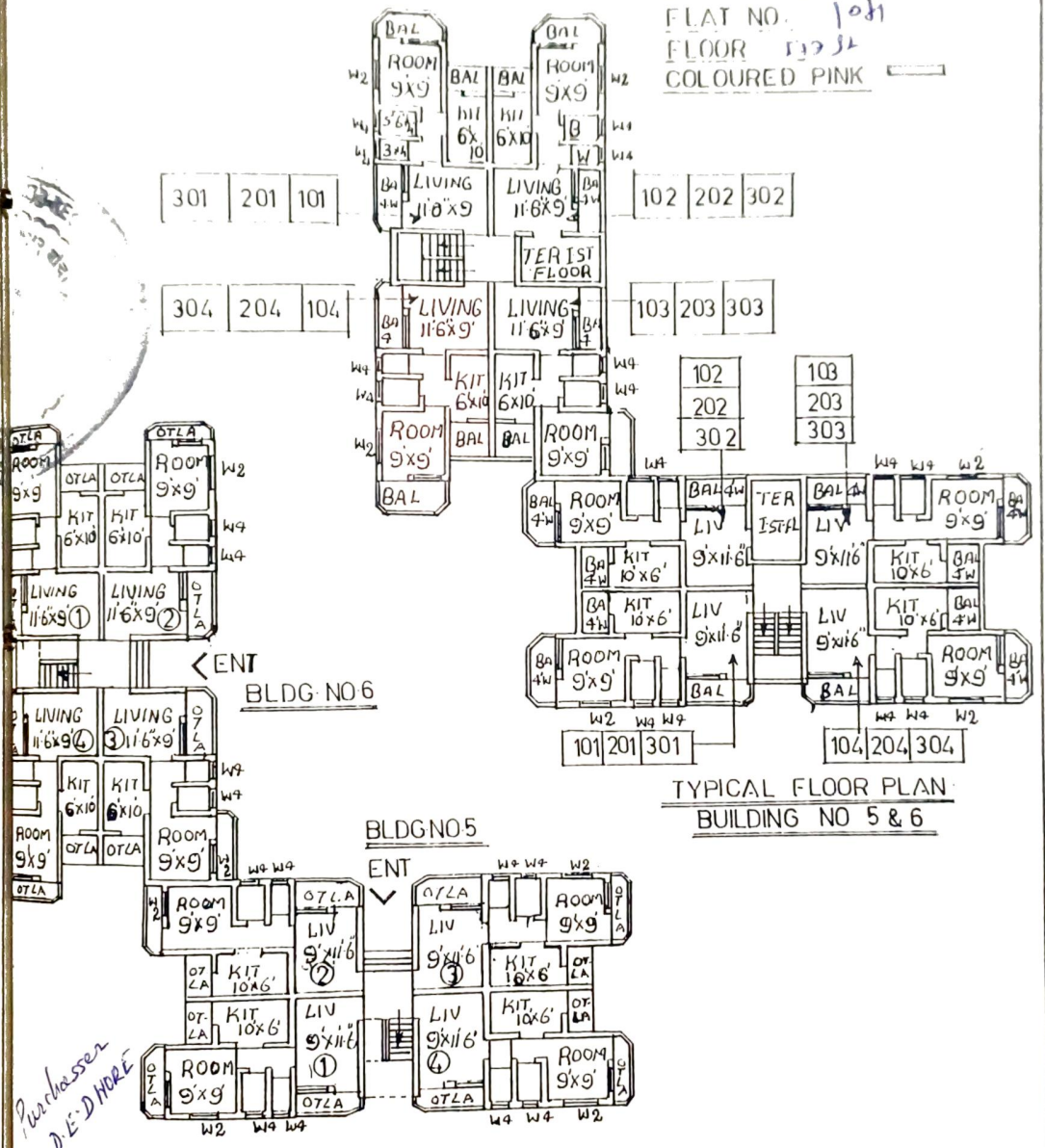
(Signature)

(SRI PRASAD CHAKRABARTY)
CONSTITUTIONAL ATTORNEY OF BANGALORE
10A, 100TH CROSS, COMPLEX II, BANGALORE

(D. E. DHOORE)

SHREE COMPLEX
PHASE II
BUILDING NO 5 & 6

ADMEASURING AREA IN SQFT
BUILDING NO 6
FLAT NO. 101
FLOOR 1st
COLOURED PINK



TYPICAL FLOOR PLAN
BUILDING NO 5 & 6

GROUND FLOOR PLAN
BUILDING NO 5 & 6

Purchaser
Shri D. E. DHOORE
(Signature)

ANNEXURE - 'A'

1. R.C.C framed structure with ground and two/three upper floors with one/two rooms and kitchen self-contained flats and shops.
2. Easily accessible, properly finished and well lighted and ventilated Staircases.
3. Internally smooth neeru finished plaster and colour wash in every room.
4. Externally sand faced cement plaster, single coat, painted in modern colour scheme.
5. All external walls will be 9" thick brick masonry walls or 6" thick concrete solid blocks and internal walls will be 4½" thick brick walls or 4½" thick concrete solid blocks with cement plaster.
6. Gray marble mosaic tiles in all the rooms and balconies.
7. Polished Shahbad tandur tile flooring in bath rooms.
8. Bath room will be provided with 3'-0" height glazed tile dado. W.Cs will be provided with 1'-6" high glazed tile dado and glazed tile flooring.
9. Raised cooking platform with built-in sink and finished with black kadappa stone top with glazed tile dado of 1'-6" high.
10. R. C. loft over bath room and W.C. OR over toilet block.
11. Main door will be of good quality teak wood flush door, front side polished and the other side painted. It will be provided with one magic eye, letter slit, night larch and metal block number plate.
12. Internal doors and balcony doors will be made of teak wood flush doors OR 9mm thick waterproof ply pannels doors and oil painted.
13. Every flat will be provided with one wash basin, mirror and towel rod. In addition to this, one towel rod will be provided in the bath room/toilet block.
14. All windows will be of suitable Aluminium sections with 5mm thick Bajri Glass.
15. Every bath room will be provided with C.P. Shower Rose.
16. Bath Room and W.C. will have open plumbing work.
17. Living room, bed room and kitchen will have one light point and one fan point. Balconies, lobby, bath room and W.C. will have one light point each. In addition, two plug points will be provided at suitable places and an electric bell point with bell per flat. Two domestic points will be provided in each flat.
18. Adequate water supply with overhead water storage and underground tank with one 2 H.P. pump OR an overhead water storage tank gravitational force system.
19. Copper wiring on wooden battons in all rooms.

above
MT

① मे. ब्राह्म अण्ड ब्राह्म उच्छ्रतपसे
 प्रा. लि. तर्फे डायरेक्टर
 श्री. प्रकाश छोटाखाल ठक्कर
 सज्जान. धंदा - व्यापार
 रा. - परेल.

② श्री. दिलीपकुमार एकनाथ बेरे
 वय - ४१ वर्ष. धंदा - नोकरी
 रा. - कल्माण

हस्तक्षेप करून देणार

करारनामा
 हस्तक्षेप करून दिल्याचे कपूत
 करार

Thalceel.
 2.

Dhore

श्री. बाबाजी सरदेव पांडवे
 स्टॅम्प वेन्डर. रा. कल्याण

व्यापक वृत्तान्त लायसन्सनास वरवीं
 वसलेला इतर कोणताही कायदाही, व
 वस्तुविक्री कर व देणारा कायदा
 एवढ्यातून ग्यासन्स. कायदातून बाहेर राहून
 धीरज रत्नकर, Godanpur

दि ०५/०८/२२

हस्तक्षेप करून देणारा
 हस्तक्षेप करून दिल्याचे कपूत

जाडा वहीले मीवणले वहाचे
 ५१०० ए. ए. कल्ले
 ४१ - १०० गुळावर
 २०५२ नै. वं. नै. वल्ला
 २०११/२०१२
 हस्तक्षेप करून देणारा
 हस्तक्षेप करून दिल्याचे कपूत
 ५ माहे ३१ एव १९९२



DATED THIS

5th

DAY OF

May

1992

Shree Complex

PHASE - II

Shri/Smt./Kumari/M/s. DHORE DILIPKUMAR ERNATH

Address: Shree Gurukrupa Niwas, Room no 7, Teenyaa Pada,
Poona Link Road, Kalyan (East)

Telephone No. _____

Bldg. No. Six Floor: 1st Floor Flat No. 104

M/s. SHAH & SHAH DEVELOPERS PVT. LTD.

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BOMBAY-400 013.

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4928375 ● 4925993 ● 4946022

~~ARCHITECTS:~~

~~M/s. R.R. PRADHAN & ASSOCIATES~~

~~25-26, SAI-VIHAR, SHIVAJI-PATH
KALYAN
PHONE: 24174~~

SOLICITERS:

M/s. DHRUVE LILADHAR & Co.

CURRIMJEE BLDG., 111/A, MAHATMA GANDHI RD.,
FORT, BOMBAY-400 023.
PHONE: 274366 ● 271808