

hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS originally 1) John Domnic Sutari, 2) Philip Sutari, 3) Beatric Philip Sutari, 4) Edward Domnic Sutari, 5) Joseph Domnic Sutari, 6) Ignatius Domnic Sutari, 7) Eric Domnic Sutari, 8) Vinus Domnic Sutari, 9) Pauline Richard D'souza, 10) Condrad Domnic Sutari, 11) Clement Domnic Sutari were the owners of land bearing Old Survey No.52, New Survey No.97, Hissa No.5, admeasuring 830 sq. meters, Old Survey No.51, New Survey No.98, Hissa No.11, admeasuring 660 sq. meters and Old Survey No.52, New Survey No.97, Hissa No.4, admeasuring 2300 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and 31 b District of Thane and more particularly described in the Second Schedule hereunder written, (hereinafter referred to as 'THE SAID PROPERTIES')

9th March, 1994, the said Mr. John Domnic Sutari and others agreed to sell the said properties, more particularly described in the second Schedule hereunder written, to M/s. Padmavati Developers at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale cum Development, dated 9th March, 1994, the said Mr. John Domnic Sutari and others have executed an Irrevocable General Power of Attorney in favour of partners of M/s. Shree Padmavati Developers, conferring upon them several powers inter-alia power to sell, transfer, assign and/or develop the said properties.

AND WHEREAS by a Deed of Dissolution, dated 25th July, 1994 of partnership business, the partners of the said M/s. Shree Padmavati Developers had transferred the said properties to one of the partners Shri Bhimraj Shivraj Jain, as a sole Proprietor of the said firm of M/s. Shree Padmavati Developers.

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AND WHEREAS under the circumstances, the said Shri Bhimraj Shivraj Jain, was absolutely seized and possessed of the said properties, more particularly described in the Second Schedule hereunder written.

AND WHEREAS by an Agreement for Sale, dated 2nd day of August, 1994, the said Shri Bhimraj Shivraj Jain, Proprietor of M/s. Shree Padmavati Developers, in his turn agreed to sell land bearing Old Survey No.52, New Survey No.97, Hissa No.5, admeasuring 830 sq. meters and Old Survey No.51, New Survey No.98, Hissa No.11, admeasuring 660 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane to M/s. Basudeo Builders Pvt. Ltd., at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agraement for Sale, dated 2nd day of August, 1994, the said Shri Bhimraj Shivraj Jain, Proprietor of M/s. Shree Padmavati Developers had executed an Irrevocable General Power of Attorney in favour of M/s. Basudeo Builders Pvt. Ltd., conferring upon them several powers inter-alia power to sell the said land bearing Old Survey No.52, New Survey No.97, Hissand. 5 admeasuring 830 sq. meters and Old Survey No.51, New Survey No.98, Hissa No.11, admeasuring 660 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, to the person or persons of its choice.

AND WHEREAS by an Agreement for Sale, dated 10th day of August, 1994, the said Shri Bhimraj Shivraj Jain, Proprietor of M/s. Shree Padmavati Developers, in his turn agreed to sell land bearing Old Survey No.52, New Survey No.97, Hissa No.4, admeasuring 2300 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane to M/s. Basudeo Builders Pvt. Ltd., at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement for Sale, dated 10th day of August, 1994, the said Shri Bhimraj Shivraj Jain, Proprietor of M/s. Shree Padmavati Developers had executed an Irrevocable General

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M. R. ENTERPRISES

Power of Attorney in favour of M/s. Basudeo Builders Pvt. Ltd., conferring upon them several powers inter-alia power to sell the said land bearing Old Survey No.52, New Survey No.97, Hissa No.4, admeasuring 2300 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, to the person or persons of their choice.

AND WHEREAS by an Agreement, dated 14th day of February, 2000, the said M/s. Basudeo Builders Pvt. Ltd., in its turn agreed to grant development rights of the said properties, more particularly described in the Second Schedule hereunder written, to the Builder herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 14th day of February, 2000, the said M/s. Basudeo Builders Pyt Ltd. had also executed an Irrevocable General Power of Attorney in favour of the Builder herein, conferring upon her several powers inter-alia ower to construct the Industrial Estates and also to sell the galas in the Industrial Estate to be constructed on the said properties to the intending purchasers thereof.

AND WHEREAS the Builder has already got sanctioned the Plan of the Industrial Estate to be constructed on the said said properties, more particularly described in the Second Schedule hereunder written, from the Mira Bhayandar Municipal Council vide its Letter No. NP/NR/1414/6650/99-2000, dated 4/2/2000.

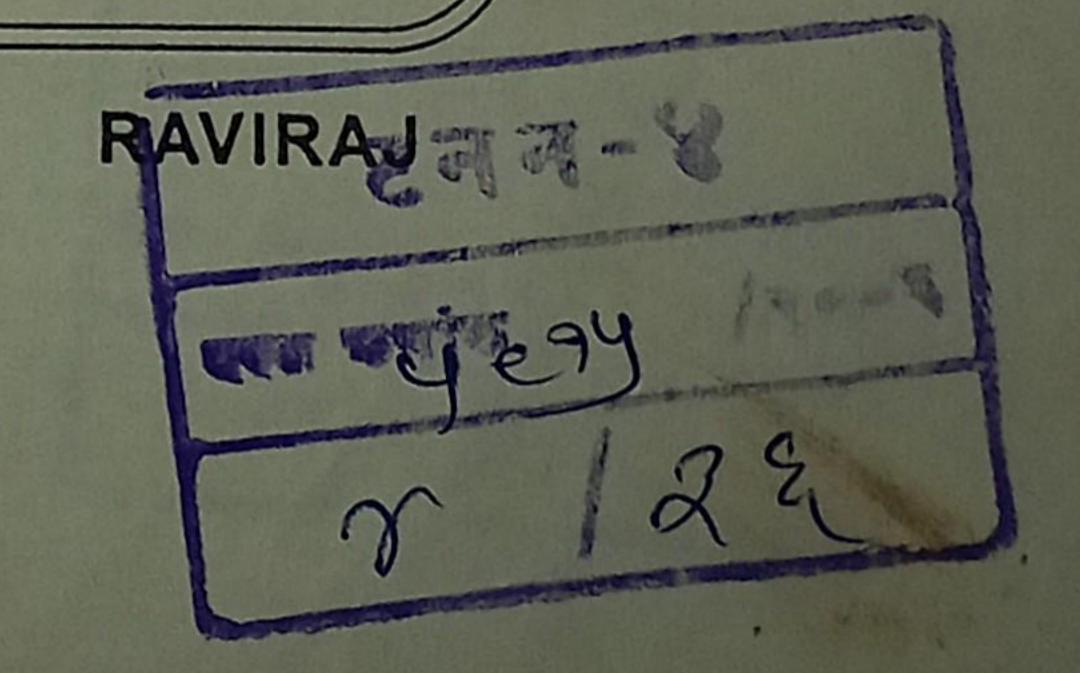
AND WHEREAS under the aforesaid circumstances, the Builder is absolutely seized and possessed of the said properties, more particularly described in the Second Schedule hereunder written.

AND WHEREAS the Builder hereby represent that the said Agreement and Irrevocable General Power of Attorney executed and between the parties thereto as stated hereinabove are valid, legal, subsisting and same are in full force and effect.

AND WHEREAS as per the said Permissions and Orders granted by the authorities concerned and as a result of the said Agreements, the

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- 36. This Agreement cancellsall the previous understanding with the Purchasers or its agents.
- 37. Stamp duty & Registration Charges will be paid by the Purchasers only. In any case Builder will not be liable to pay Stamp Duty & Registration Fee.
- Terrace will be the absolute properties of Builders. She has every right to develop and sale the same. In any case Terrace will not be shared by any member of Society. It will be the properties of the builder and it will remain exclusively in the possession of Builder.
- This Agreement shall always subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder.

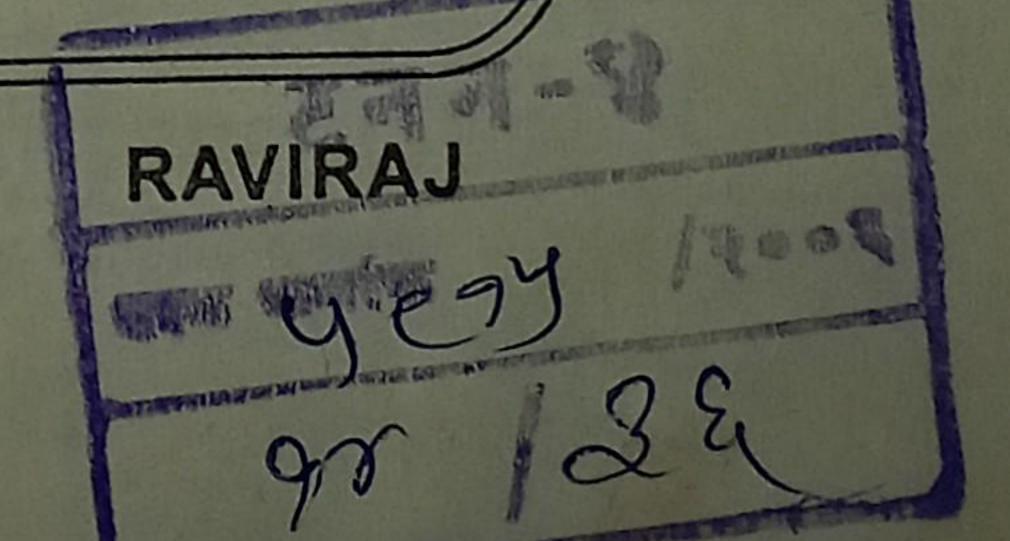
IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands at Bhayandar the day and year filest hereinabove written.

### THE FIRST SCHEDULE ABOVE REFERRED TO

- The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes, gas pipes and electric wire in under or upon the estate and enjoyed or used by the Purchasers in common with the other occupiers of other Gala and the main entrances, passages, landing and staircase of the estate as enjoyed by the Purchasers or used by him in common with other Gala Holders and boundary wall of the estate compounds terrace etc.
- 2. The cost of cleaning and lighting the passages, landing staircase and other parts of the Estate enjoyed or used by the Purchasers in common with other Gala holder.
- 3. The costs of decorating the exterior of the building.
- The costs of salaries of Clerk, Bill Collectors, Chowkidar, Sweepers, etc.

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- 5. The cost of maintenance of lights and service charges.
- 6. Municipal and other taxes, water charges, land revenue etc.
- 7. Insurance of the building.
- 8. Such other expenses as are necessary or incidental to the maintenance and upkeep of the building.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THESE piece or parcel of the land bearing Old Survey No.52, New Survey No.97, Hissa No.5, admeasuring 830 sq. meters, Old Survey No.51, New Survey No.98, Hissa No.11, admeasuring 660 sq. meters and Old Survey No.52, New Survey No.97, Hissa No.4, admeasuring 2300 sq. meters, situate, lying and being at Village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane.

#### THE THIRD SCHEDULE ABOVE REFERRED TO

SIGNED SEALED AND DELIVERED
by the withinnamed "BUILDER"
SMT. MANJU R. BHANDARI
Proprietrix of

M/s. M. R. ENTERPRISES
in the presence of ......

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m.R.Bhandani

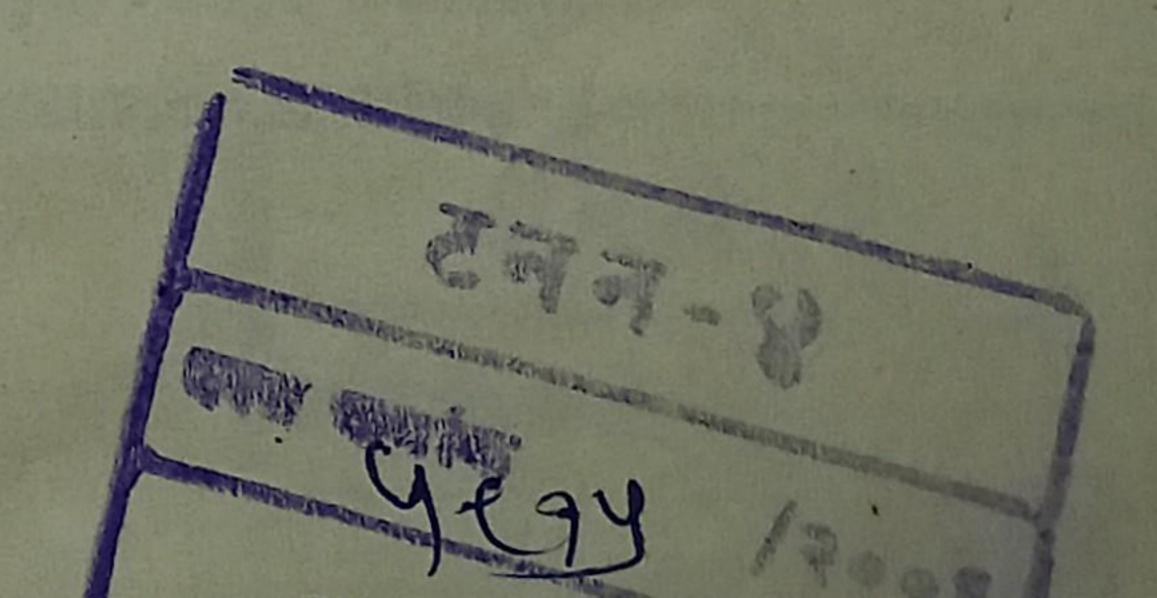
M. R. ENTERPRISES

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#### TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No. 52, New Survey No. 97, Hissa No. 5, admeasuring 1004.3 sq. yards, i. e. equivalent to 830 sq. meters, Old Survey No. 51, New Survey No. 98, Hissa No. 11, admeasuring 798.6 sq. yards, i. e. equivalent to 660 sq. meters, Old Survey No. 52, New Survey No. 97, Hissa No. 4, admeasuring 2783 sq. yards, i. e. equivalent to 2300 sq. meters, situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, owned by 1) Mr. John Domnic Sutari, 2) Mr. Philic Sutari, 3) Beatric Philip Sutari, 4) Edward Domnic Sutari, 5) Mr. Joseph Domnic Sutari, 6) Mr. Ignatius Domnic Sutari, 7) Eric Domnic Sutari, 8) Vinus no rice Sutari, 9) Pauline Richard D'souza, 10) Condrad Domnic Sutari and 11 Commic Sutari and have to state as hereunder.

- 1. The land bearing Old Survey No. 51, New Survey No. 98, Hissa No. 11, admeasuring 798.6 sq. yards, i. e. equivalent to 660 sq. meters and Old Survey No. 52, New Survey No. 97, Hissa No. 4, admeasuring 2783 sq. yards, i. e. equivalent to 2300 sq. meters, situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane, are ancestral properties of Mr. John Domnic Sutari and others and land bearing Old Survey No. 52, New Survey No. 97, Hissa No. 5, admeasuring 1004.3 sq. yards, i. e. equivalent to 830 sq. meters, situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane is acquired by the said Mr. John Domnic Sutari and others under the provision of Bombay Tenancy and Agricultural Land Act, 1948.
- 2. By an Agreement for Sale cum Development, dated 9th March, 1994, the said Mr. John Domnic Sutari and others have agreed to sell the said properties to M/s. Shree Padmavati Developers, a partnership firm, at the price and on the terms and conditions therein contained.



- In pursuance to the said Agreement for Sale cum Development, dated 9th March, 1994, the said Mr. John Domnic Sutari and others had executed an Irrevocable General Power of Attorney, in favour of partners of the said M/s. Shree Padmavati Developers, conferring upon them several powers inter-alia power to develop the said properties and/or to assign the development rights in respect of the said properties to the person or persons of their choice.
- 4. The said partnership firm, known as SHREE PADMAVATI DEVELOPERS was dissolved between the partners thereto vide a Deed of Dissolution dated 25th July, 1994 and by virtue of the dissolution of the said partnership business known as Shree Padmavati Developers, all the right, title and interest in the said properties were transferred in favour of the SHRI BHIMRAO SHIVRAJ JAIN, being one of the partner of the said erstwhile partnership business.
- the said Shri Bhimrao Shivraj Jain, the proprietor of M/s. Shree Padmavati Developers, in his turn agreed to sell the land bearing Old Survey No. 52

  New Survey No. 97, Hissa No. 5, admeasuring 1004.3 sq. vards, i. e. equivalent to 830 sq. meters, Old Survey No. 51, New Survey No. 98, Hissa No. 11, admeasuring 798.6 sq. yards. i. e. equivalent to 660 sq. meters, situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane to M/s. Basudev Builders Pvt. Ltd. at the price and on the terms and
- 6. In pursuance to the said Agreement for Sale cum Development, dated 2nd August, 1994, the said Shri Bhimrao Shivraj Jain, the proprietor of M/s. Shree Padmavati Developers, had executed an Irrevocable General Power of Attorney, in favour of the said M/s. Basudev Builders Pvt. Ltd., conferring upon them several powers inter-alia power to develop the said property by constructing building or buildings thereon.

conditions therein contained.

7. By an agreement for Sale cum Development, dated 10th August, 1994, the said Shri Bhimrao Shivraj Jain, the Proprietor of M/s. Shree Padmavati Developers, in his turn agreed to sell the land bearing Old Survey No. 52, New Survey No. 97, Hissa No. 4, admeasuring 2783 sq. yards, i. e. equivalent to 2300 sq. meters, situate, lying and being at village Goddeo, Bhayandar, Taluka and District Thane and in the Registration District and

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# मिरा भाईदर नगरपालिका परिष्ट

मुख्य कार्यालय भाईदर (प.)

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१.

जा. क्र. नपा/नर/ १४१४. / बुब्पि० / ७०.५०००

दिनांक 8 141 1000

प्रति, भी: मे. अमिनस क्षेड अस्ति. रिध्वी-सिध्वी डी.अमेनेबन् मार्ग भाइंदर (प.)

विषय:	मिरा भाईदर येथील सर्व्हें नं./सिद्धे-सर्व्हें नं. 49/99 42/0 (जुना) e 99 eu/x 4 (नानिन)</th
	मौजे ने नियोजित बांधकामाच्या नकाशांना प्राथमिक मंज्री भिळणे बाबत
संदर्भ :	१) आपला दि. <u>20/3/ee</u> ना अर्ज.
	२) मे. सक्षम प्राधिकारी, नागरी संकुलन ठाणे यांचे कडील आदेश क्र. यु. एल. हिए । अर्थे हिंदे
	एस. आर. <u>98</u> दि. <u>98/६/९५</u> ची मंजुरी.
	३) मां सा.संपालक नगर्यसमा होता मांचे छडीत एक के महिल्या। भिया।
	मी जोडिव व विस्मान 2000 /2202 दि efele अग्लें नामांना मंजुरीसा प्रियासम्प्रा

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५/६९ अन्वये व महाराष्ट्र नगरपालिका अधिनियम ६५ च्या कलम १८९ अन्वये विकास कार्य करण्यासाठी, परवानगी मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर येथील मौजे - च्ये प्रादेश स.नं अधिन स.नं अधिन प्राप्त करण्यासाठी, परवानगी मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर येथील मौजे - च्ये प्राप्त स.नं अधिन स.नं अधिन प्राप्त अधिन अविकास अधिन प्राप्त अधिन प्राप्त अधिन अविकास अधिन प्राप्त अधिन प्राप्

- २) यद्यची मंजुरी अंतिम नाही नी तात्पुरत्या स्वरुपाची आहे.
- २) सदर भुखंडाचा वापर फक्त महिवासासाठीच करण्याचा आहे.
- मंजुरी नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करुन घेणेची आहे व त्यांची जिल्हा निरक्षिक भूमी अभिलेख ठाणे यांनी प्रमाणित केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठिवणेची आहे व त्यास मंजुरी घेणे आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी इकडील पूर्वपरवानगीशिवाय करणेची नाही.
- पा जागेत आजुबाजुला जे पूर्वीचे नकाशे मंजुर झाले आहेत. त्याचे रस्ते हे सदर नकाशातील रस्त्यांशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे.
- में. जिल्हाधिकारी सो , ठाणे यांचेकडील अकृषिक परवानगी में ऊन त्यानंतर नगरपालिकेनी बांधकाम परवानगी मेतल्या जागेवर कोणत्याही प्रकारचे बांधकाम चालू कर नये.
  - ७) नागरी जमीन परिमर्यादा १९७६ चे कायद्यामधील तरतुदींना कोणत्याही प्रकारे बाधा येता कामा नये
  - ८) जेव्हा आजुबाजुच्या जिमनीतील नकाशे मंजुर होतील त्यावेळी सदर नकाशातील संलग्नीत रस्ते सत्तरगठी खुले देवणे आवश्यक आहे.

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## दस्त गोषवारा भाग - 2

दस्त क्र. [टनन4-5915-2006] चा गोषवारा

बाजार मुल्य :1494000 मोबदला 801000 भरलेले मुद्रांक शुल्क : 74700

दस्त हजर केल्याचा दिनांक :03/07/2006 01:18 PM

निष्पादनाचा दिनांक: 07/06/2006 दस्त हजर करणा-याची सही:

G1101011 5/51 8801120

दस्ताचा प्रकार :25) करारनामा

शिक्का क. 1 ची वेळ : (सादरीकरण) 03/07/2006 01:18 PM

शिक्का क. 2 ची वेळ : (फ़ी) 03/07/2006 01:23 PM शिक्का क्र. 3 ची वेळ : (कबुली) 03/07/2006 01:24 PM शिक्का क. 4 ची वेळ : (ओळख) 03/07/2006 01:24 PM

दस्त नोंद केल्याचा दिनांक: 03/07/2006 01:25 PM

ओळख:

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) सुखदेव - संनासे ,घर/फ़्लॅट नं: 8

गल्ली/रस्ता: -

ईमारतीचे नावः मिलन प्लाझा

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: भाईदर

तालुका: -

पिन: -

2) नितेश- साळवी ,घर/फ़्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नावः -

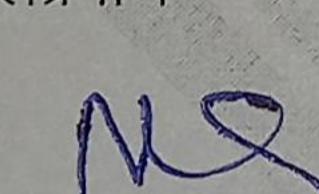
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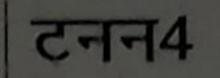
पेट/वसाहत: -

शहर/गाव:-

तालुका: -पिन: -

दु. निबंधकाची सही टाणे 4





दस्त क्रमांक (5915/2006)

पावती क्र.:5906

दिनांक:03/07/2006

पावतीचे वर्णन

नांवः भावना हरिष हदवानी

:नोंदणी फी 14940

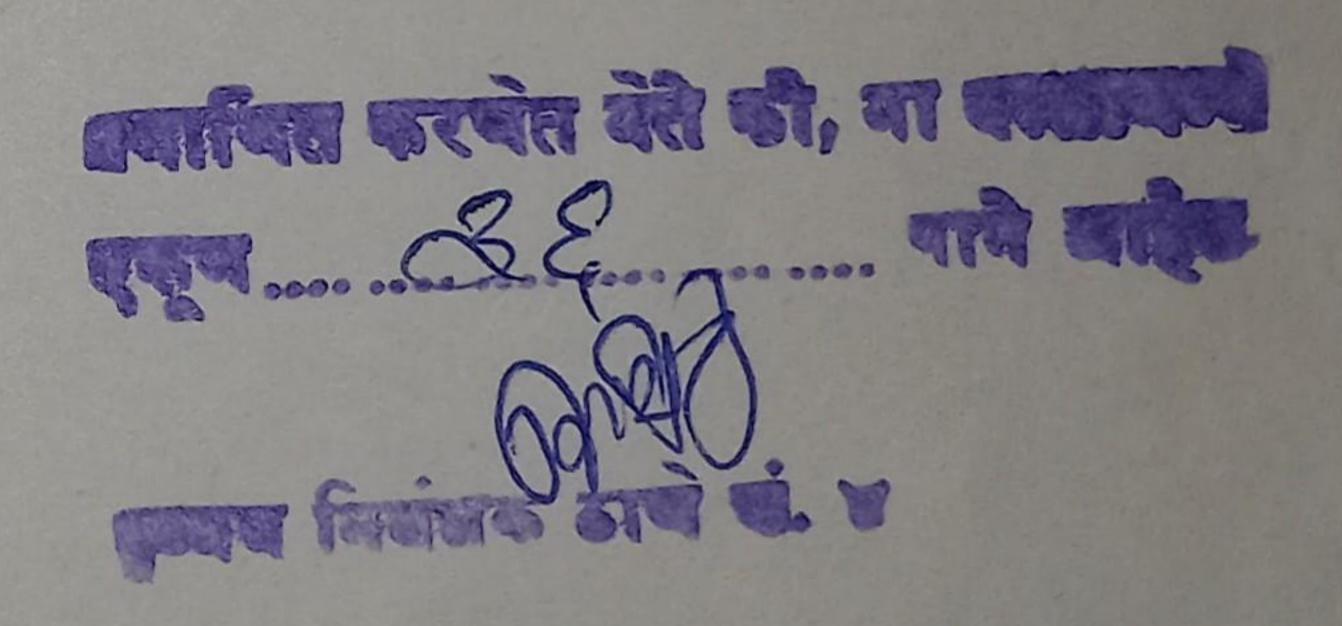
:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

15660: एकूण



पुस्तक क्रमांक ..... क्रमांकावर नोंदला.

सह दुख्य तिबंधक ठाणे क्र. ४, तारीस्व ठा माहे ०० सन २००६.

