

AND WHEREAS while sanctioning the said plans, concerned local authority and / or government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Builders / Promoters while developing the said land and the said buildings land upon due observance and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS prior to application as aforesaid as required by the provisions of Maharashtra Co-Operative Society Act, 1960 (Maharashtra Act No.XXXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976, the flat purchaser has made declaration to the effect firstly that neither the flat purchaser nor the member of the family (family as defined under the Urban Land (C & R) Act of 1976) of flat purchaser owns tenements, house or building within the limit of Kalyan Municipal Council. AND WHEREAS relying upon the said application, declaration and agreement, the Builders / Promoters agreed to sell to the purchaser a flat at the price and On the terms and conditions hereinafter appearing.

## NOW THIS AGREEMENT WITNESS WITH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

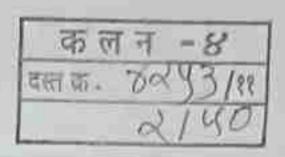
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construct BUILDERS/PROMOTERS shall THE Building/Premises Shops/Flats on the said Property in accordance with the plans, designs and specification approved by the concerned authorities and which have been approved by the purchaser, the Builders / Promoters shall be entitled to make such variation as the builder may consider in respect of the layout, design elevation, recreation area, internal roads and /or as may be required by the concerned Authority / government, provided, however that such Variation and modifications shall not reduce the area agreed to be sold | SI to the purchaser themselves with title of land and he/she/they shall not be entitled to investigate the title of the Builders/Promoters and no requisitions or objections whatsoever shall be raised or made on any matter relating thereof.

hereby agrees to sell the purchasers Flat bearing No.204 admeasuring built up area 375 sq. ft. On SECOND floor as shown in the floor plan hereto annexed and marked ANNEXE "B" herein the building name CHANDRESH LOTUS, Lodha Heaven, Village Nilje, Dombivili (E) Building (hereinafter referred to as the said premises) at and for the price of Rs.12,64,500/- (Rupees Twelve Lakh Sixty Four Thousand Five Hundred Only) including the price of the common areas and facilities apartment to the said premises, the nature, facilities / limited facilities which are more particularly described in the schedule hereunder written. The purchaser has paid on or before before of executing of the agreement a sum of Rs.3,36,857/- (Rupees Three Lakh Thirty Six Thousand Eight Hundred Fifty Seven Only) and agrees to pay to the Builders / Promoters balance amount of the purchase price in the following manners.

1 2 3 4 5 6 7 8 9 10 11 12 13	At the time of Execution of Agreement On Before Completion of Footing On Before Completion of Plinth On or before Completion of 1st Slab On or before Completion of 2nd Slab On or before Completion of 3rd Slab On or before Completion of 4th Slab On or before Completion of 5th Slab On or before Completion of Brick Work On or before Completion of Plast (Int) On or before Completion of Plast (Ext) On or before Flooring / Plumbing At time of Possession	NIL Rs. 5,643/- Rs. 89,000/-
		आठी त्याला स्विताउन

## AGREEMENT

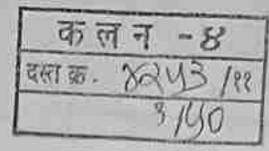


This Agreement made at Dombivli 01 of 07 2011 between M/S. LODHA CONSTRUCTIONS (DOMBIVLI), a Partnership firm registered and incorporated under the provisions of Indian Companies Act 1932 its registered office at 216 shah & Nahar -Estate, Dr. E.Moses road, Worli, Bombay 400 018. Hereafter referred to as " the Builders /Promoters"(Which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner from time to time constituting the said firm, survivors of the last such survivor, their or his assigns) of the ONE PART and Mr./Mrs. Mani Lal & Tiwani & Mr./Mrs/Ms. An Indian Inhabitant residing at 113 INDRA PRASTHA SOC., SHIV KRUPA NAGAR, KANJUR VILLEGE, BHANDUP Hereinafter (E), MUMBAI 600042 referred as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed include his/her/their executors, administrators or assign) of the OTHER PART.

WHEREAS Shri Rajendra Lodha on behalf of M/s Lodha Construction and Others absolutely sized and possessed of or otherwise well and sufficiently entitled to as as owner of all these piece and parcel of land or ground dying and being situated at Village Nilje, Taluka Kalyan Dist. Thane and in the Registrations Sub-District of Dombivli/ Kalyan, as described in the schedule hereunder written herein after referred to as "THE SAID PROPERTY"

AND WHEREAS by separate agreement for sale entered in to and executed Lodha Promoters/Builders/Promoter's herein called the purchasers of the other part, the M/s said Vendors and others agreed to sell, transfer and convey to be Builder/Promoters herein the said property more particularly described in the schedule hereunder written or fopr the price and upon the terms and condition stated therein and the said Vendors put the builders/Promoters in possession of the said property described in the schedule written.

नारी लाल विवासी



AND WHEREAS the collector and Competent and Authority thane Vide his declaration Order No 229 dated 5/2/1997 of the Urban Land (Ceiling and Regulation) Act 1976 this said property is out of Urban Ceiling limit.

The Builders/Promoters have got the plans sanctioned for developing the said property by the Zilla Parishad Thane Vide N0.28 dated 3/8/2006 & Latest Revised by Collector thane by Vide No.N.A.P.SR 307/08 Dated 22/08/2008.

The Builders/Promoters are constructing building (referred to as the "Said Building" are to be named as on the said property "CHANDRESH LOTUS", LODHA HEAVEN, VILLAGE NILJE, DOMBIVILI (E)

The Purchaser have approached the builders/Promoters and requested them to sell his/her/their Flat No.204 admeasuring about 375 sq. ft. built up area on the SECOND floor in the building "CHANDRESH LOTUS" in Lodha Heaven, Nilje, Dombivili (East) instructed on the said Property. AND WHEREAS the promoters have entered in to an Agreement prescribed by the Council of Architects and Such agreement is as per the agreement prescribed by the council of Architects, whereas the Builders /Promoters have appointed a Structural engineer for the preparation of the structural design and drawings of the buildings and the Builders / Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings. The purchaser has demanded from the Builders / Promoters and Builders / Promoters have shown to the purchasers, copies of all the documents of title relating to the said land. The plans and designs and specifications prepared by the Builders / Promoters Architects and such documents as are specified under the Maharashtra Ownerships flats (Regulations of the Promoters of Constructions, Sale Management and Transfer) Act, 1963 (herein referred to as "THE SAID ACT") and the rules made hereunder.

Under section 4 of the Ownership of Flats Acts the Builders / Promoters are required to execute a written agreement for the sale of the said flat to the purchasers being in fact these presents and also to register the said agreement under the Indian Registration Act.

भाग ताल विवासी

द्य्यम निवंधक: कल्याण 4

दस्तक्रमांक व वर्ष: 4253/2011

Friday, July 01, 2011

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सूची क्र. दोन INDEX NO. II

नांदणी ६३ म

Flegn 63 m.s

गावाचे नाव : निळजे

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटटचाच्या बाबतीत पटटाकार आकारणी देतो की पटदेदार ते नमूद करावे) मोबदला रू. 1,264,500.00 बा.भा. रू. 662,500.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (1) वर्णनः स नं 139, चंद्रेश लोटस दुसरा मजला सदिनका क्र 204, क्षेत्र 375 ची फुट (असल्यास)

(3)क्षेत्रफळ

(1)34.85 चौ मी

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

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

(1) में लोढ़ा कन्स्ट्रक्शन डोबिवली तर्फे भागीदार श्री दिपक लोढ़ा यांचे कु मु म्हणुन श्री अभय, न बारसकर \*\*\* बि-3/146, कस्तुरी प्लाझा, मानपाडा रोड डोबिवली पू, ए ए वि एफ एल 3409 एम - -; घर/फ़लॅट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत नं: -; पेट/वसाहतः -; शहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः -.

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

(1) मणिलाल एस तिवारी - -: घर/पलॅट नं: 1/7 इंद्रप्रस्थ शिवकृपा नगर भांडुप प मुंबई 42; गल्ली/रस्ताः -: ईमारतीचे नावः -: ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः -: तालुकाः -;पिनः -; पॅन नम्बर: ए डी ओ पी टी 3878 एल.

(7) दिनांक

करून दिल्याचा 01/07/2011

(8)

नॉदणीचा

01/07/2011

(9) अनुक्रमांक, खंड व पृष्ठ

4253 /2011

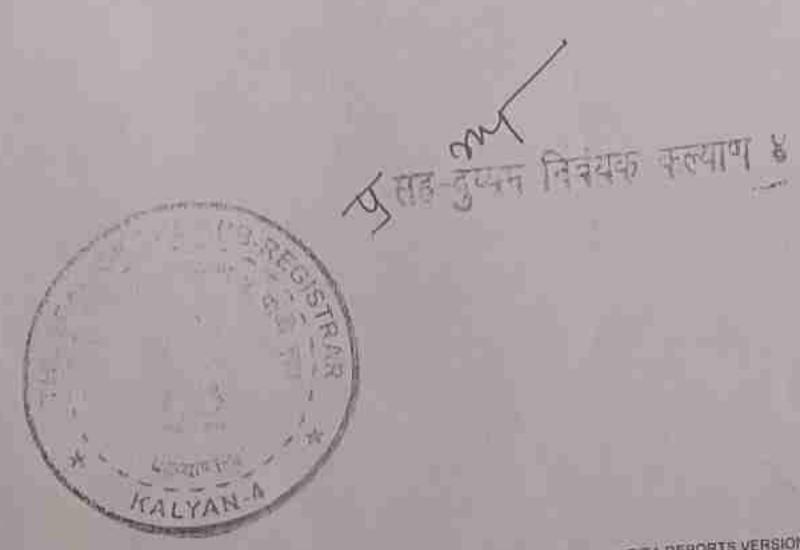
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 58470.00

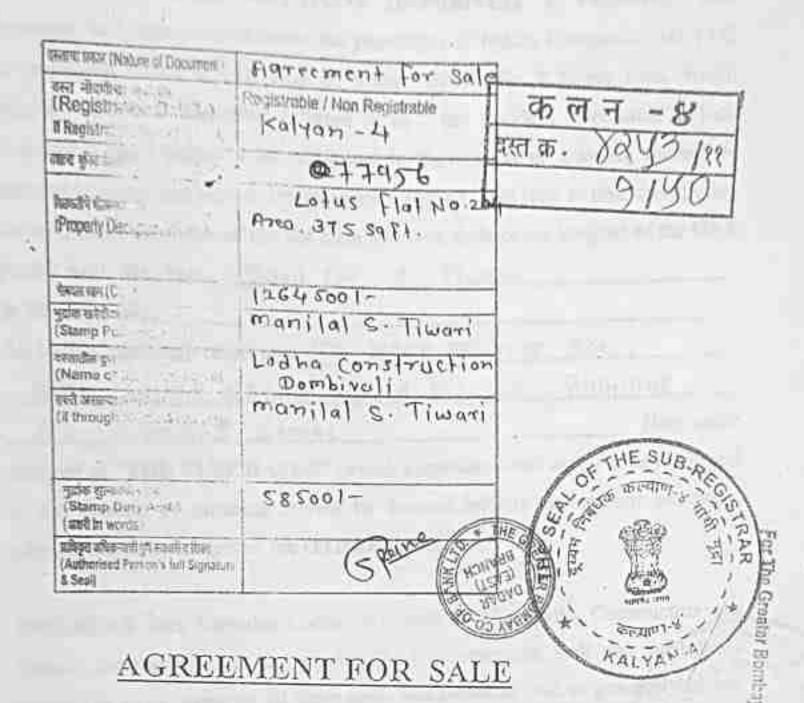
(11) बाजारभावाप्रमाणे नोंदणी

रू 12700.00

(12) शेरा



damin/Cashier 8 1787 08 2 market 182 मुद्रांक केलेले दश्तर्पण्ड पेतामा दीताना ही पात्रती अर्थान Name of the Drawee Bank & Blanch presented at the time of delivery of No n/Address & Tel PSO Cheque No. (Try) ignila he Greater Bombay Colop. Barri 63251 Scheduled Birni Authorised Signatory etit/Name of stamp out) 03 रिकान्द्राची गाँग B. S. SOO 16/20

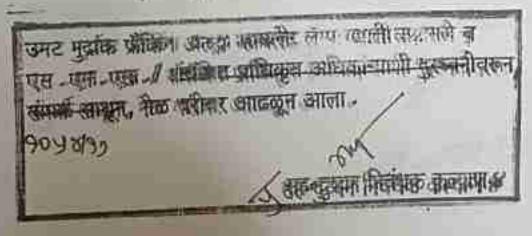


THIS AGREEMENT FOR SALE is made and entered in o\ day of o> on this at

N.C. Nars Bullidia

## BETWEEN

नारी जाल लियारी



ALDE DE MOF **ULLHOYBYBYNY** 

mer bombly Co-operative