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३९१९१८४

५६६६६  
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# AGREEMENT

## FOR

### THE SALE OF FLAT

S. No. 56-A

Hiss. No. 1 (P.)

Flat No. A/104

On First Floor

### VAJRESHWARI APARTMENT



विरार... वॉर्ड नं.

सर्वे नं. ५६६६६ फ्लॉट / ग्रुप

क्षेत्रफल बिल्टप फुटांमध्ये २६०

**BUILDERS** कण किंमत रु. ex. २५०/

बाजारभावा प्रमाणे किंमत रु. २,३०,५००/

एकूण मुद्रांक शुल्क रु. १३०९१/

**M/S. P. R. BUILDERS** शुल्क रु.

Hiten Shopping Centre, Ground Floor  
Fullpada Road Virar (East),

अंक १०,००,०००-११-८७  
म.प्र., मिला विमान. अ. सं. १००/११-८७  
दिनांक २७ सितंबर १९८७

संख्या अ. सं. वि. ६  
[दिनांक ११९ पहा]  
प्राप्त क्रमांक

संख्या २६-म  
Gen. 26-M

वसई

या प्रमाणानुसार कोटेशन/उत्प्रेषण/प्रमाण आलेल्या रोख रकमेचे बिल  
कारणीय आहे ही गोष्टी/जमनीय विवरणे आहेत

प्राप्त कर पत्राचे क्रमांक	विक्रीची कोटेशन/उत्प्रेषण/प्रमाण क्रमांक	कोटेशन/उत्प्रेषण/प्रमाण क्रमांक/प्रमाण रोख रकमेचे बिल/कारणीय आहे ही गोष्टी/जमनीय विवरणे आहेत
विक्रीची कोटेशन/उत्प्रेषण/प्रमाण क्रमांक श्री. शमेश मोरेधर पाटील सि. माकुनसार, ता. पालखर, जि. ठाणे.	विक्रीचे कोटेशन क्रमांक: 02/903 रॉयम्युरी प्रमाण क्रमांक: उत्प्रेषण क्रमांक:	रकम मिळाली. रकम (आकडेवारी) रकम (शब्दात)
प्रमाण कर पत्राचे क्रमांक ००३० नोंदणी व मुद्रांक	रोपणीय: ० ० ३ ०० १० ५ ० २	रोपणीय: मिळाली

रकम १,३०५/-  
प्रमाण कर पत्राचे क्रमांक  
२८/५

भारतीय स्टेट बँक  
STATE BANK OF INDIA  
बिक्री शाखा / Bussain Branch  
28 SEP 1987  
₹/Rs. 1305  
रोख / रोख / CASH  
मिळाले / प्राप्त / RECEIVED

R. Patil

[Signature]

STAMP DUTY OF RS. 1305 IN WORDS. One Thousand Three Hundred Five ONLY PAID IN CASH VIDE

RECEIPT/CHALLAN NO. 9 DATED 28-1-94  
(State Bank of India Bassein Branch)

SUB-REGISTRAR, VASAI-2



\*\*\*\*\*  
A G R E E M E N T  
\*\*\*\*\*

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this 31st day of January, in the Christian Year One thousand Nine Hundred Ninety Four BETWEEN M/s. P.R. BUILDERS, a Partnership Firm, having its Office at Hiten Shopping Centre, Ground Floor, Fulpada Road, Virar (East), Taluka Vasai, District Thane, hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors of the heirs, executors, administrators and assigns of the other partners) of the FIRST PART ;

A N D

R. Patel

R. Borge

- 2 -

SHRI/MRS./SMT. RAMESH MORESHWAR PATIL, Adult, occupation  
residing at makunsa, Tal-palghar, Dist- thane. service, 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 heirs, executors, administrators and assigns) of the SECOND PART ;

WHEREAS By an Agreement for Sale dated 2-3-92, executed between Shri Kamesh Ganesh Chorghe and others (therein called "The Vendors") of the first Part and M/s. P.K. Builders (therein called "The Purchasers") of the Second Part and hereinafter called "The Builders", Shri Kamesh Ganesh Chorghe and others have agreed to sell the N.A. Land measuring 900 Square Yards, together with old chawl constructed thereon known as 'H.R. NIWAS',

P. Chorghe      P. Patil



Out of Survey No.56-A, Hissa No. 1 (Part), admeasuring 2600 Square metres, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai (hereinafter called "The said property") to M/S P.R. Builders, on the terms and conditions mentioned in the said agreement.

AND WHEREAS By demolishing the said old chawl, the builders are constructing a new building thereon.

AND WHEREAS the builders have put in possession of the said property with a right to construct a building or buildings thereon as per the plans and specifications.

AND WHEREAS the builders have obtain permission from the competent authority in respect of the plan thereof and have commenced construction work of the building having self contained tenaments.

AND WHEREAS the builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the builders with a view ultimately that the purchaser/s of the various premises alongwith accupants of the other premises in the said plot of land shall form a cooperative housing society or limited company the said plot of land together with the building thereon will be conveyed as herein provided.

AND WHEREAS the Purchaser/s has/have demanded from the builders inspection of the aforesaid building plans, specification of and other documents referred to above including the agreement such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

AND WHEREAS the Builders have engaged the service of an Architect R.V. Shirke, registered with the Council of Architects and R.V. Shirke as a structural



*R. Patel*

*P. Borgu*

engineer for preparation of the structural drawing of the Building and the Builders accepts the professional supervision of the Architect and structural engineer till the completion of the Building.

AND WHEREAS the flat Purchaser/s demanded from the Builders and the Builders have given inspection to the flat Purchaser/s of all the documents of title relating to the said land, the Development agreement and the plans, designs and specifications prepared by the Builders Architects R.V. Shirke, and of such other documents as the specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "the said Act") and the rules made thereunder, such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

AND WHEREAS the Builders have supplied to the Purchaser/s such of the documents as are mentioned in rule 4 of the Maharashtra Ownership Flat, rules 1964 as demanded by the Purchaser/s.

NOW, THIS, AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1) The Builders shall construct the said Building/s on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the flat Purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

2) The Flat Purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the flat Purchaser one Flat No. A/204 of Built up area, admeasuring 290 Square feet, (which is inclusive of the area of balconies) on

Plonge R. Patel

First floor as shown in the Floor Plan thereof hereto annexed and marked annexures 'E' in the Vajreshwari Apartment Building (hereinafter referred to as "the Flat") for the price of Rs. 94,250/- (Rupees Ninety Four Thousand Two Hundred Fifty only) including price of the common area and facilities appurtenant to the premises, the nature extent and description of the common facilities which are more particularly described in the second schedule hereunder written.

3) The said consideration of Rs. 94,250/- (Rupees Ninety Four Thousand Two Hundred Fifty) shall payable in the following manner :-

- a) Rs. 11,000/- On or before Completion of Flat/Shop.
- b) Rs. 20,000/- On or before Completion of plinth.
- c) Rs. 10,000/- On or before Completion of 1st Slab.
- d) Rs. 10,000/- On or before Completion of 2nd Slab.
- e) Rs. 10,000/- On or before Completion of 3rd Slab.
- f) Rs. 10,000/- On or before Completion of Flooring.
- g) Rs. 10,000/- On or before Completion of Plaster (Internal and External).
- h) Rs. 10,000/- On or before Completion of Sanitary fittings and plumbing).
- i) Rs. 3,250/- Remaining at time of occupation of the said Flat/Shop.

4) The Builders hereby agrees to observe perform and comply with all the terms, conditions, stipulation and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat to the flat/shop Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the flat/shop.

*P. K. Patil*

*R. B. Bogle*

5) The Builders hereby declares that the Floor Space Index available in respect of the said land is \_\_\_\_\_ Square metres only and that no part of the said Floor Space Index has been utilised by the Builders elsewhere for any purpose whatsoever.

6) The flat/shop Purchaser/s agrees to pay to the Builders interest at nine per cent per annum on all the amounts which become due and payable by the flat/shop Purchaser/s to the Builders under the terms of this agreement from the date the ~~said amount~~ is payable by the flat/shop Purchaser/s to the Builders.

7) On the flat/shop Purchaser/s committing default in payment on due date of any amount due and payable by the flat/shop Purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the flat/shop Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at his/her/their own option to terminate this agreement;

PROVIDED always that the Power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the flat/shop Purchaser/s 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 flat/shop Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination this agreement as aforesaid, the Builders shall refund to the flat/shop Purchaser/s the instalments of sale price of the flat/shop which may till they have been paid by the flat/shop Purchaser/s to the Builders

P. Borge      P. Patel





but the Builders shall not be liable to pay to the flat/shop Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders, shall be at liberty to dispose of and sell the flat/shop to such person and at such price as the Builders may in their absolute descretion think fit.

8) The fixtures, fittings and amenities to be provided by the Builders in the premises and the said Building are those that are set out in Annexure 'D' annexed hereto.

9) The Builders shall give possession of the premises to the flat/shop Purchaser/s on or before 31<sup>st</sup> day of MAY 1994. If the Builders fails or neglects to give possession of the flat/shop Purchaser/s on account of reasons beyond his/her/their control and of his/their agents as per the provisions of Section 8 of Maharashtra Ownership flat/shop Act, by the aforesaid date or dates prescribed in section 8 of the said act, then the Builders shall be liable on demand to refund to the flat/shop Purchaser/s the amounts already received by him/them in respect of the flat/shop with simple interest at nine per cent, per annum from the date the Builders received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dspute whether the stipulations 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 Builders to the flat/shop Purchaser/s they shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or Building in which the flats/shops are stuated or were to be situated.

**PROVIDED** that the Builders shall be entitled to reasonable extension of time for giving delivery of flat/shop on the aforesaid date, if the comple-

*Related*

*R. Borge*

Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

13) Unless it is otherwise agreed to by and between the parties hereto the Builders 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 rights, title and interest of the Vendor and/or the owners in the aliquot part of the said land together with the Building obtaining or executing the necessary conveyance and/or assignment of lease 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 in keeping conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement.

14) Commencing a week after notice in writing is given by the Builders to the Flat Purchaser's that the flat is ready for use and occupation, the Flat Purchaser's shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the flats) of outgoings in respect of the said Land and Building namely local taxes, betterment charges or such other levies by the concern 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. Until the society/limited company is formed and the said Land and Building transferred to it, the Flat Purchaser shall pay to the Builders such proportionate share of outgoings as may be determined. The Flat Purchaser's further agrees that till the Flat Purchaser's share is so determined, the Flat Purchaser's shall pay to the Builders provisional monthly contribution of Rs.100/- (Rupees One Hundred only) per month towards the outgoings. The amounts so paid by the Flat Purchaser's to the Builders

tion of building in which that flat/shop is to be situated, is delayed on account of;

- 1) Non-availability of steel, cement, other Building material, water or electric supply.
- 11) War, Civil Commotion or act of God,
- 111) Any notice, order rule, notification of the government and/or other public or competent authority.

10) The flat/shop Purchaser's shall take possession of the flat/shop within seven days of the Builders giving written notice to the flat/shop Purchaser's intimating that the said flat/shop are ready for use and occupation.

11) The flat/shop Purchaser's shall use the flat/shop or any part thereof or permit the same to be used only for purpose of residence/office.

12) The flat/shop Purchaser's alongwith other Purchaser's or flat/shop in the Building shall join in forming and registering the Society or a limited company to be known by the name as Vardhwan Apartment (Coop) Pvt. Ltd. The flat/shop Purchaser's will 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 full fill, in sign and returns to the Builders within seven days of the same being forwarded by the Builders to the flat/shop Purchaser's. So as to enable Builders to register the organisation of the flat/shop Purchaser's under section 10 of the said act within the time limit prescribed by rule 8 of the Maharashtra Ownership flat/shop (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any charges or modifications are made in draft bye-laws or the Memorandum and/or Articles of

shall not carry any interest and remain with the Builders until a conveyance/assignment of lease 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/assignment of lease 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/assignment of lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builders to the society or the limited company, as the case may be. The flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts:-

- i) Rs. 500/- for legal charges.
- ii) Rs. 260/- for share money, application entrance fee of the society or limited company.
- iii) Rs. 500/- for formation and registration of the society or limited company.
- iv) Rs.2,000/- for proportionate share of taxes and other charges.

TOTAL Rs.3,260/-

16. The Builders shall utilise the sum of Rs.1,260/- (Rupees One Thousand Two Hundred Sixty only) paid by the Purchaser to the Builders for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/Advocates of the Builders in connection with formation of the said Society or as the case may be

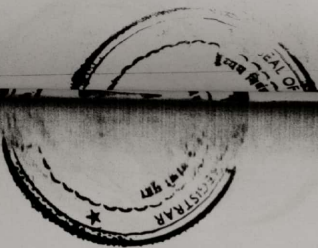
limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engraving this agreement and the conveyance or assignment of lease.

17. At the time of registration the flat Purchaser shall pay to the Builders the flat Purchaser/s share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the Building to be executed in favour of the society or limited company.

18. The flat purchaser/s or himself/herself/themselves with intention to bring all persons into whatsoever hands the flat may come, doth hereby covenant with the builders as follows :-

a) To maintain the flat a flat Purchaser's own costs any good tenable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the Building in which the flat is situated, staircase or any passage which may be against the rule, regulations or bye-laws or concerned local or any other authority or charge/alter or make addition in or to the Building in which the flat is situated and the flat itself or any part thereof.

b) Not to store in the flat any good which are of hazardous, combustible or dangerous nature or area so heavy as to damage the construction or structures of the Building in which the flat is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which flat is



*Prayer* *R.R.P.*

*R.R.P.* *Prayer*

situated, including entrances 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 the flat on account of negligence or default of the flat Purchaser/s in this behalf, the flat Purchaser shall be liable for the consequences of the breach.

c) To carry at his own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the Builders to the flat Purchaser/s and shall not do or suffering to be done any thing in or to the Building in which the flat is situated or the flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the flat Purchaser/s committing any act the contravention of the above provisions, the flat Purchaser/s 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 flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the flat is situated and shall keep the portion, sewers, drains pipes in the flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. Parapets or other structural members in the flat without the prior written permission of the Builders and/or the society or limited company.

*P. K. Singh* *P. K. Singh*

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 flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

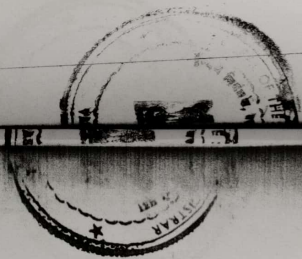
f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the Building in which the flat is situated.

g) Pay to the Builders within seven days of demand by the Builders, their share of security deposit demanded by concerned local authority of Government or giving water, electricity or any other service connection to the Building in which the flat is situated.

h) To bear and pay increase in local taxes, water charges, insurance 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 of the flat by the flat purchaser/s viz. user for any purposes other than for residential purpose.

i) The flat purchaser/s shall not let, sub-let, transfer, assign or part with the flat purchaser/s interest or benefit factor of this agreement or part with the possession of the flat until all the dues payable by the flat purchaser/s to the Builders under this agreement are fully paid up and only if the flat purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the flat purchaser/s has/have intimated in writing to the Builders.

*P. K. Singh* *P. K. Singh*



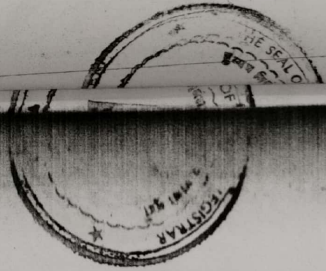
J) The flat purchaser/s shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the said building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other Public Bodies. The flat purchaser/s shall also observe and perform all the stipulation and condition laid down by the society/limited company regarding the occupation and use of the flat in the said 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) Till a conveyance of building in which flat is situated is executed the flat purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

19) The Builders shall maintain a separate account in respect of sums received by the Builders from the flat purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

20. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats or

*Blonde P. P. P.*



of the said plot and Building or any part thereof. The flat purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Builders until the said land and Building is transferred to the Society/limited company as hereinbefore mentioned.

21) Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the flat purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this agreement by flat purchaser nor shall the same in any manner prejudice the right of the Builders.

22) The flat purchaser/s and/or the Builders shall present this agreement as well as the conveyance/assignment of lease at the proper registration office for registration within the limit prescribed by the registration act and the Builders will attend such office and admit execution thereof.

23) All notices to be served on the flat purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the flat Purchaser/s, by registered post A.D./Under Certificate of Posting at his/her address specified below :-

VIZ :- Makumbhar, Gal. Palyghar  
DINT. Thane.

24) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats in the

*P. P. P.*

*Blonde P. P. P.*

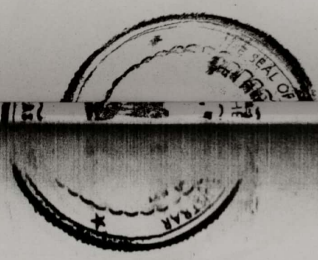
said building, if any, shall belong exclusively to the respective purchaser/s of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser/s. The said terrace shall not be enclosed by the flat purchaser/s till the permission in writing is obtained from the concerned local authority and the builders or the society, or as the case may be, the limited company.

25) IT IS AGREED BETWEEN the Builders and Purchaser/s that in case any additional floor or floors is allow then builders are entitled to construct and dispose of the said additional construction and the builders have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of co-operative housing society shall be incorporated.

26) The agreement shall always be subject to the Provisions of Maharashtra Co-Operative Societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

27) The Builders had agreed to sell the said flat, for the lump sum price of Rs. 94,250/- (Rupees ninety four thousand two hundred fifty only) however the builders at the request of the purchaser/s has/have executed this agreement on this date and the market value of the aforesaid flat as on today fixed by the Government is Rs. 130500/- and therefore the purchaser/s has/have paid the stamp duty amounting to Rs. 13050/- (Rupees one thousand three hundred five only) on the said agreement. However, the purchaser/s reserve their/his/her right to appeal against the valuation fixed by the Government.

*Rampal* *Rishi*



SCHEDULE 'A'  
THE SCHEDULE ABOVE REFERRED TO

ALL THAT Piece and parcel of N.A. Land admeasuring 900 Square yards, together with old chawl constructed thereon, Out of Survey No. 56-A, Hissa No. 1 (Part), admeasuring 2600 Square metres, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai.

SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT

Flat No. A/104, on the First Floor, admeasuring 290 Square feet (Built up area) in the Building known as 'Vasvirbhumi Apartment', constructed on land admeasuring 900 Square Yards, together with old chawl constructed thereon, Out of Survey No. 56-A, Hissa No. 1 (Part), admeasuring 2600 Square metres, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai.

SCHEDULE 'C'

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title of N.A. Land bearing Survey No. 56-A, Hissa No. 1 (Part), admeasuring 2600 Square metres, lying being and situate at Village Virar, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai, belonging to Shri Ramesh Ganesh Chorghie and others, and the title thereof is clear, marketable and without any encumbrances.

I FURTHER CERTIFY THAT By an Agreement for Sale dated 2-3-92, entered into between Shri Ramesh Ganesh Chorghie and others (therein called "The Vendors") and M/s P.R. Builders (therein called "The Purchasers"), M/s P.R. Builders have agreed to purchased the land admeasuring 900 Square

*Rishi* *Rampal*

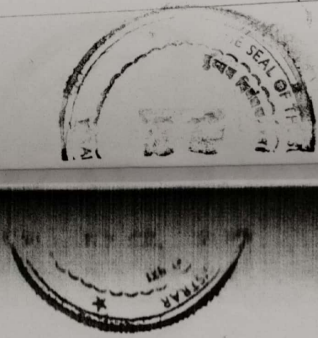
yards, together with old chawl constructed thereon, Out of Survey No.56-A, Hissa No. 1 (Part), admeasuring 2600 Square metres, from Shri Ramesh Ganesh Chorghi and others, on the terms and conditions mentioned in the said agreement.

SA/-  
( N.B. DESHMUKH )  
ADVOCATE

SCHEDULE 'D'  
LIST OF AMENITIES

1. Building will be RCC framed constructions with flat roof slab.
2. External walls of P.C.C. Blocks and internal walls with 4 1/2" block/bricks walls.
3. Nerro finished cement plaster from inside and sand faced water proof cement plaster externally.
4. Main door will be of commercial flush french polished on the external side and oil painted from the internal side with a magic eye and safety chain. All other internal doors and doors of bath room and WC will be wooden panel doors oil painted on both sides, with steel hinges and aluminium fixtures.
5. Full sliding glass window ditting in aluminium glazed panels in living room (balcony).  
Window in other rooms will be glass panelled in wooden aluminium frames, Bath and WC windows will be glass louvered type in RCC frames.
6. Mosaic of gray shades tiles flooring to all rooms.

*P. Deshpande*



7. Bath rooms to have polished Tandoor or Cuddapah stone as flooring and 2'-0" high dado of white glazed tiles.
8. W.C. to have 4"x4" white glazed tiles flooring and 1 1/2" high white glazed tiles dado.
9. The terrace slab will be adequately water proofed.
10. Kitchens to have a raised platform with cuddapah stone and 1'-0" or up to windows white glazed tiles dado with built in sink.
11. R.C.C. suction tank with one centrifugal pump will be provided alongwith R.C.C. overhead water tanks.
12. All electrical wiring to be of copper PVC on wooden battens with standard electrical fittings.
13. Each living room will have one light point, one plug on board and one fan point. Each kitchen will have one light point, one plug point one power point.  
Each bath & W.C. will have one light point each. Staircase landing to have one point at each floor, one buzzer or bell in each flat.
14. Compound will be suitable paved.

*P. Deshpande*

*P. Deshpande*



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINAbove WRITTEN.

SIGNED AND DELIVERED by the )  
withtinnamed "THE BUILDERS" )  
M/s. P. R. BUILDERS ) For P. R. Builder  
(Prakash Bandurang Chryhe ) Partner.

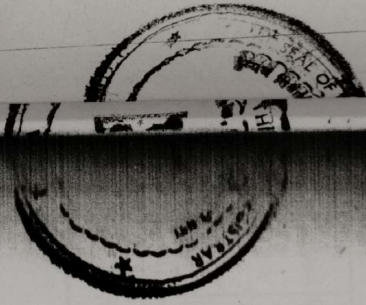
1. *M. R. M. M. M.*

2. *Prato*

SIGNED AND DELIVERED by the )  
withtinnamed "THE PURCHASER/S" )  
SHRI/SCT. RAMESH MORESHWAR )  
PATIL ) Prato  
in the presence of..... )

1. *M. R. M. M. M.*

2.



RECEIVED the day and the year )  
first hereinabove written of )  
and from withtinnamed PURCHASER/S,) )  
the sum of Rupees Eleven ) Rs. 11,000/-  
Thousand only )  
as a earnest money to be paid by )  
him/her/them to us. )

WITNESSES :-

WE SAY WE HAVE RECEIVED.

1. *M. R. M. M. M.*

For P. R. Builder

2. *Prato*

BUILDERS Partner.  
PARTNER



विमर्श

गाय नमुना सान (अधिकार अभिलेख पत्रक)  
 [महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवना (तयार करणे व सुविधतीत ठेवणे) नियम १९७१-यांतील नियम २,५,६ आणि ७] तहसील: वसई

नूमापन क्रमांक	नूमापन क्रमांकाचा उपविभाग	नूधारणा पदवी	भोगवटादाराचे नाव	खाते क्रमांक
५६३	१		रमिण्डा जोगदा चोरवे	
नूक्रचे स्थानिक नाव			बनेबा जोगदा चोरवे	नूळाचे नाव
व्यावहारीक यान्य क्षेत्र	हेक्टर	आर	हरकूबाई पांडुरंग चोरवे	
एकर गुंटे	२६००		प्रकाश पांडुरंग चोरवे	हतर अधिकार
एकूण	२६००		प्रकाश पांडुरंग चोरवे	
सुट्ट्यास (लागवारी यान्य नमूनेले) बग (अ) वग (ब)				
एकूण				
आकारणी इदी किवा विनोप आकारणी	दपये	पैसे		सीमा आणि भूमापन चिन्हे :-
	४	२१		

गाय नमुना घारा (पिकांची नोंदवही)  
 [महाराष्ट्र जमीन मरदमल अधिकार अभिलेख व नोंदवना (तयार करणे व सुविधतीत ठेवणे) नियम, १९७१ यांतील नियम २९]

दपे	हजाम	मिश्र पिकावालील क्षेत्र					निर्मेल पिकावालील क्षेत्र			खागवडीसाठी उपलब्ध नसलेली जमीन		जल विचनाचे साधन	जोब बंदीन घडणाऱ्या नाव
		मिश्रगावा मूकत क्रमांक	जल सिंचित	अजल सिंचित	पिकांचे नांव	जल सिंचित	अजल सिंचित	पिकांचे नाव	जल सिंचित	अजल सिंचित	स्वरूप		

दिनांक १५/५/१९९२

हक्काचे पत्रक (गां. न. नं. ६) मौजे. विरार

ता. वसई, येथील.

हक्काचे स्वरूप	फेरफार झालेले खर्च नंबर, आणि पोट हिस्से	तपासणी अंमलदाराची सही किवा शोरा
<p>ता० २६।६।८३ बाजूस दारखल केलेली सर्वे न० सी जमिन रेकॉर्ड कागदी ७ हेरकर गोगिंद चोरवे</p> <p>७ हरिणचंद्र विक्रम चोरवे ७ हेरकर विक्रम चोरवे</p> <p>७ नळकण्ठा विक्रम चोरवे ७ तिराजी विक्रम ७ रमेशा जिवन ७ शशिव जिवन ७ विमल जगन्नाथ ७ प्रभावती भारकर ७ प्रेमा प्रमोदराय ७ लता जिवन ७ कारिबाई जिवन ७ काळुबाई जगन्नाथ वसंत ७ वसाबायी विक्रम चोरवे असे नाव दारखल केले आहे. परंतु सांघी होणाऱ्या पसांत नारणी ठेकन ७ रमिबाई गोवेका चोरवे ७ बनेबा जोगदा चोरवे ७ हरकूबाई पांडुरंग चोरवे ७ प्रकाश पांडुरंग चोरवे ७ प्रकाश पांडुरंग चोरवे ७ सी. सावित्री</p> <p>७१०।८२ शेजी सा० तठसिलदार सा० वसई मध्ये कोडी केले नंतर सा० तठसिलदार सा० वसई यांचे कोडील कोशा क्रमांक आर. वी. ०५५०. क्र० जि० २६६ ता० ५।६।८३ प्रमाणे स्विकारिलेले प्रमाण रेकॉर्ड कागदी नोंद केलेली सर्वे न० दि० न० ५६३ १५ ०-०-२</p>	<p>५६३।३</p> <p>हुक मान</p>	<p>मा. पु. नं. सी २५५. विरार २६।५।१९९३</p> <p>No further work १५।६।९३</p> <p>TAK</p> <p>फे. नं. ११३१-५९३</p> <p>सी भूतक करवा २६।६।१९२</p> <p>बंदीसम कबुलीत पंचनामा पाहून</p> <p>अंगुर</p> <p>सी २५५. ६१०६.</p>

हक्काची नकल रज असे ता. १५।५।९२

- नांव :-
- ① रमबाई गणेश चोरधे
  - ② रमेश गणेश चोरधे
  - ③ हरकुबाई पांडुरंग चोरधे
  - ④ प्रभाकर पांडुरंग चोरधे
  - ⑤ प्रकाश पांडुरंग चोरधे

स. नं० हि० नं० क्षेत्र

५६३ ७१ ०-२-२

कबज कारागीरी नावे

हरिबाबू विक्रम चोरधे

हरेश्वर विक्रम चोरधे

वाळकृष्ण विक्रम चोरधे

हिराजी विक्रम चोरधे

शक्ति जीवन, रमेश जीवन

विमल अगन्नाथ, प्रभावती प्रभाकर

प्रेमा प्रभोद, लता जीवन

काशिबाई जीवन, काळुषाई अगन्नाथ वतीक

कबज कारागीरी विक्रम चोरधे.

बलाठी ना. वि.

तहसील ६३

गाव नमुना दान — अट्टाधिक महसुलांची नोंदवही

गाव.....  
 तालुका.....  
 जिल्हा.....

मन्स, ज्ञा, नरकल्ला, नारंगल्ला, जणाल  
 (एक) निरास विपयक प्रयोजना करिता वापर केलेल्या बांभंन  
 (दोन) औद्योगिक विपयक प्रयोजना करिता वापर केलेल्या बांभिनी  
 (तीन) वाणिज्य विपयक प्रयोजना करिता वापर केलेल्या बांभिनी

महाराष्ट्र बर्मीन महसुल अधिनियम १९६६ च्या  
 कलम ११०-१११ अन्वये च्या बर्गीत गाव  
 दाखल केला गेलेला तो बर्ग :-

अनु-क्रमांक	बांभिनीचे वर्णन	खं. नं. मी.	अट्टाधिक परबा-नतीचा/भूदरनाचे खसप आणि अटी	भोगवटा		बांभिक महसुल		मूलत		प्राधिकार	तालुका नमुना क्रमांक देतपयोज नोंद क्रमांक	पहिल्या भोगवट्यापासून गाव	शेरा
				रु. व. अंतरास	रु. व. मसुल	पासून	पर्यंत	७ (अ)	७ (ब)				
२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११	२०११५६३१११



*[Handwritten signature]*

OFFICER THE  
 collector Kamran  
 REV-D-258  
 132/86 dt. 19-12-86

क्रमांक नपावि / बांधकाम/सीआर- 2750  
विरार नगरपालिका कार्यालय, विरार.  
दिनांक :- १/१/१९८८

१. श्री. प्रभाकर परंदुरंग चोरधे वगेरे. हयाचा दिनांक ४/५/१९८८ रोजीचा अर्ज.
२. जिल्हाधिकारी ठाणे हयाचेकडील आदेश क्र. आरईव्ही/डेक्स-१/८-२/ससएपी/-ससआर- २३२/८६, दिनांक १७/१२/१९८६ ची नक्कल.

१. श्री. प्रभाकर परंदुरंग चोरधे वगेरे रा. विरार चोरधेवाडी, (प.) ता. वसई, जि. ठाणे. मानकी मोजे विरार, ता. वसई येथील त. नं. ५६ अ. हि. नं. १ पै. च्या जमिनीत जोडलेल्या नकाशाप्रमाणे नियोजित विकास विषयक कामात (राहण्यासाठी उपयोगात आणण्यासाठी) इमारतीच्या बांधकामात) परवानगी मागितली आहे.

२. तदरथे प्लॉटचे एकूण क्षेत्र २६००.०० चौ. मिटर असून, अर्जदार यांनी दाखल केलेल्या नकाशाप्रमाणे (गावाचा नमुना ७/१२ चे उतारे) तदरील जमिन ही मे. जिल्हाधिकारी ठाणे यांनी जमिनीकडे वर्ग करण्यात आलेली आहे. अर्जदार यांनी तदर प्लॉटमध्ये १९६३.७४ चौ. मी. क्षेत्राच्या जागेत बांधकामाची परवानगी (तकमजला अधिक दोन मजले) मागितली आहे.

३. वर नमूद केलेल्या सर्व बाबी विचारात घेता अर्जदार यांस महाराष्ट्र नगरपालिका अधिनियम, १९६५ मधील कलम, १८९ व त्याप्रमाणे महाराष्ट्र प्रादेशिक व नगररचना अधिनियम मधील कलम, ४५ या तरतुदीत अधिन राहून या सोबत मंजूर करण्यात आलेल्या नकाशाप्रमाणे बांधकाम हयासाठी खालील नमूद केलेल्या अर्जास बंधनकारक राहूनच इकडील कार्ये पूर्ण करण्याची परवानगी देण्यात येत आहे.

४. वरील जागेचा व नियोजित इमारतीचा वापर रहिवासासाठीय करण्यात यावा व त्यासाठी जोडलेल्या मंजूर नकाशाप्रमाणे असावे.

५. अर्जदाराक नकाशावर दाखविलेल्याप्रमाणे आरबरे नियोजित बांधकामापासून पुढील मागील बांधकामात प्रत्यक्षात जागेवर कोमान असली पाहिजे.

६. नियोजित बांधकाम हे तकमजला व त्यावर दोन मजले यापेक्षा जास्त असू नये.

७. नियोजित बांधकामाचे भूखंडातील अस्तित्वातील बांधकामे घट्टन एकूण क्षेत्र भूखंडाच्या १/३ इतके प्रत्यक्ष जागेवर कमाल राहिले पाहिजेत.

८. नियोजित इमारतीसाठी आवश्यक असणा-या पाण्याची सोय तसेच सांडपाण्याची सोय या निर्मनाची व्यवस्था तशी पर्यायी च्या नसल्यास प्रत्यक्ष वापरपूर्वी अर्जदाराने केली जाणे आवश्यक आहे.

९. नियोजित बांधकामात मंजूरीपेक्षा वेगळे बदल करावयाचे असल्यास किंवा वापर नसल्यास असल्यास इकडील कार्यालयाची पूर्व परवानगी घेणे आवश्यक आहे.

१०. मानकी हक्काची छाननी तसेच वरील जागेचा मार्ग असल्याची खात्री महसूल विभागाने करावी.

११. हुत-याचे अक्षा नगरपरिषदेच्या जागेत अतिक्रमण करू नये.

१२. परवानगी मिळालेल्या बांधकामात परवानगी मिळण्याच्या तारखेपासून एक वर्षाच्या आत काम करावयात पाहिजे. पूर्ण एक वर्षाच्या आत बांधकामात सुरुवात न केल्यास दिलेली परवानगी रद्द तमज्ज्यात येईल.

१३. इमारतीचे बांधकाम पूर्ण होताच इमारतीचे बांधकाम लोंकाना राहण्यासाठी योग्य ठिकाणी अधिकृत आर्किटेक्टचा दाखला (टर्निटिफिकेट) इकडील नगरपरिषदेकडे हजर करावे. इमारतीमध्ये भाडोत्री अथवा लोंकाना राहाण्यास देण्यात यावे.

२५

( तिरार नगरपालिका वारेषद, कडील आदेश क्र. नपादि/वांघमाम/तीरार-४/८८  
दिनांक ६-६-१९८८च्या लगत. )

नमुना क्र. २

( नियम ७ )

**तिरार नगरपालिका परिषद**  
तिरार, ता. बसंड.

नियोजन प्राधिसरण

प्रारंभ प्रमाणपत्र

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम, १९६६ (सन १९६६ म.  
महाराष्ट्र अधिनियम क्रमांक सदतीस) याच्या कलम ४५ अन्वये या द्वारे.

श्री/श्रीमती श्री. सुकाकर यांत्रंग चोरचे वॉर रा. तिरार  
येरचे काडी (४३) यांनी मोजे तिरार येथील स.नं. ५६५ हि.नं. १९  
येथील नं. — या जमिनीत सोबत जोडलेल्या मंजूर नकाशाप्रमाणे विविध  
विकासां विषयक कामात राहिल्या व वाणिज्य उपयोगांत घेणा-या इमारतीच्या  
बांधणीसाठी पुढील शर्तीस अधिन राहून परवानगी देण्यांत येत आहे.

२. हे प्रमाणपत्र दिल्याच्या तारखेपासून एक वर्षापर्यंत वैध आहे.

ठिकाण :- तिरार

दिनांक :- ५/६/१९८८



नियोजन प्राधिसरण  
तिरार नगरपालिका परिषद

११. परवानगी धारकाने सुधारित बांधकामानियंत्रण नियम, १९८१ च्या नियम, अन्वये बांधकाम करणे त्यास बंधनकारक राहिल. तसेच रस्ता व गटाराचे काम त्यांनी झपाट्याने बांधकाम करणेपूर्वी सुरु करावे.

१२. अर्जदाराने दाखल केलेल्या नकाशानुसार त्यांनी स्वतंत्रपणे गटाराची व्यवस्था करावी. तसेच इमारतीकडे जाणारा अग्नीजरोड बांधकाम सुरु करण्यापूर्वी तयार करावी. सदरील बांधकाम करताना नगरपालिका सुधारित बांधकाम उपविधी व विकास नियंत्रण नियमातील नियम २०.३.२. मधील अनुक्रमांक ३ चे तंतोतंत पालन करणे बंधनकारक राहिले.

१३. परवानगी मिळालेल्या बांधकामास मिळाल्याच्या तारखेवरून संपूर्ण रकमेचा आत सुरु करावयास पाहिजे. पूर्ण वर्षाच्या आत बांधकामास सुरुवात न केल्यास दिलेली परवानगी रद्द समजण्यात येईल (नोथत कमन्समेंट सर्टिफिकेटसाठी बिल्डिंगानिधी जोडली आहे).

१४. परवानगी मिळालेले बांधकाम परवानगी मिळाल्याच्या तारखेलागून एक वर्ष आत सुरु केलेले असेल मात्र पूर्ण व तीन वर्षांच्या आत बांधकाम पूर्ण न केल्यास दिलेली परवानगी रद्द समजण्यात येईल.

१५. वरील पैकी १३ व १४ प्रमाणे सुद्धीत बांधकाम सुरु करता आले नाही आणि किंवा सुद्धीत बांधकाम पूर्ण करता आले नाही तर त्यासाठी पुन्हा परवानगी घेऊन त्या बांधकामास सुरुवात पूर्ण करता येईल मात्र हा निर्णय नगरपालिकेच्या अधिकारांत राहिले.

१६. बिनकेती परवानगी घेण्याची जबाबदारी अर्जदारावर राहिल.

१७. वरील पैकी कोणत्याही अटीचा भंग झाल्यास सदरची परवानगी रद्द झाले असे समजण्यात येईल.

*Kishan*

प्रति,

श्री. प्रभाकर बांधुर्ग चोरचे. वगैरे,  
रा. विरार, बोळ्येवाळी, (प.)  
ता. फर्द, जि. ठाणे.

प्रातः

१. बांधकाम वरिष्ठ नगरपरिषद, विरार
२. कस्तूरी विभाग, नगरपरिषद, विरार.  
दगावेकडे जर्जर त्या पुढील कार्यवाही साठी रवाना.

Office of the Collector, Thane  
NO. REV. D. I. T. IX. N. A. P. SR-232/86  
Date:- 17-12-1986.

- READ:-
- 1) Application dated 30-7-86 from Shri V.K.Patil P.A. Holder of Smt. Ram bai G. Chorgh e and others 4 of Vasai Dist:Thane.
  - 2) Correspondance ending with the letter No. Vishesh/Bandhkam/Virar/Vasai/5655 dated 17-11-1986 from the Asstt. Director of Town Planning, Thane.
  - 3) The Addl. Tahasildar (N.A) Vasai's letter No. MAP.SR.453 dated 5-8-86.

**ORDER:**

The land comprised in S.No.56-A Hissa No.1 of Village Virar Taluka Vasai Dist:Thane belongs to Smt. Ram bai G. Chorgh e and others four of Virar Taluka Vasai Dist:Thane has applied that non agril. permission may be granted to them to use an area admeasuring 2600 sq.mtrs. out of the said land for the non agril. purpose of residential and commercial use only.

In exercise of the powers vested in him under section 44 of the Maharashtra Land Revenue Code, 1966, and under Section 18 of the Maharashtra Regional Town Planning Act, 1966, the Collector of Thane is pleased to grant Smt. Ram bai Ganesh Chorgh e and others four of Village Virar Taluka Vasai non agril. permission to use an area admeasuring 2600 sq.mtrs. out of the Survey No. 56-A H.No.1 of Village Virar Taluka Vasai for the non agril. purpose of residential and commercial only subject to the following conditions:-



1. The grant of permission shall be subject to the provisions of the code and rules made thereunder.

2. that the applicant shall use the land for the purpose for which the land is permitted to be used and shall not use it for any other purpose without obtaining the written permission to that effect from the Collector. For this purpose the use of a building shall be the use of the land.

3. that the applicant shall not sub-divide the plot or sub plots if any approved in this order, without getting the sub-division previously approved from the authority granting this permission.

The area of the two plots is divided into two parts one is A and another B. A is for residential use and B is for Commercial.

4. That the applicant shall develop the plot in accordance with the sanctioned plan within a period of one year from the date of the sanction. (a) Constructing roads, drains etc. (b) the Collector and the concerned Municipal Corporation and (b) by measuring and determining the boundaries and department, and until the land is ready for use, therein shall be disposed of by the Collector.



5. That if the plot is sold or otherwise disposed off by the applicant it shall be the duty of the applicant to sell or otherwise dispose of that plot subject to the conditions mentioned in this order and send and to make a specific mention about this in the deeds to be executed by him.

6. that this permission is to build on a plinth area of 800.74 sq.mtrs. as specified in the site plans and/or building specified in the site and/or bidg. plan annexed herewith and the remaining area of 189.06 sq.mtrs. of the plot shall be kept vacant and open to sky, plinth area 291.82 sq.mtrs. for plot A for residential and plinth area 408.92 sq.mtrs. for plot B for commercial use only.

6-A. In no case more than ground plus upper two floors are permitted.

7. that the applicant shall be bound to obtain the requisite building permission from the Municipal Council Vihar before starting construction of the proposed building or other structure, if any.

8. that the applicant shall get the building plans approved by the competent authority, where the bldg. control vests in that authority and in other cases, he shall prepare the building plans strictly according to the provisions contained in the schedule III appended to the Maharashtra Land Revenue (Conversion of use of land and M.A.A.) Rules 1969 and get them approved by the Collector



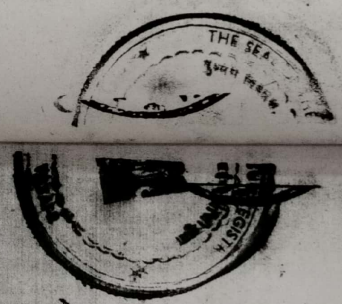
of Thane and construct the building according to the sanctioned plans.

9. that the applicant shall maintain the open marginal distances as shown in the enclosed plan.

10. that the applicant shall commence the N.A.A. use of the land within the period of one year from the date of this order, unless the period is extended from time to time, failing which the permission shall be deemed to have been cancelled.

11. that the applicant shall communicate the date of commencement of the N.A.A. use of the land and/or change in the use to the Tahasildar of Vasad through the Talathi within one month failing which he shall be liable to be dealt with under Rule 6 of the N.A.A. (Conversion of use of land and N.A.A.) dated, 1959.

12. that the applicant shall pay the N.A.A. in respect of the land at the rate of 0-18-5 per sq.mtrs. for 2191.8-sq.mtrs. for residential and 3 Rs. 0.37.0 for 408.92 sq.mtrs. for commercial use from the date of commencement of the land for the purpose of which the permission is granted. In the event of any change in the use of the land, the N.A.A. shall be liable to be levied at the different rate irrespective of the fact that the guarantee period of N.A.A. already levied is yet to expire.



13. that the N.A.A. shall be guaranteed for the period ending 31-7-1991, after which it shall be liable to revision at the revised rate.

14. that the applicant shall pay the measurement fee within one month from the date of commencement of N.A.A. use of the land.

15. that the area and the N.A.A. mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

16. that the applicant shall construct substantial building and/or other structure, if any, in the land within a period of three years from the date of commencement of the N.A.A. use of the land. This period may be extended by the Collector, Thane in his discretion on payment by the grantee such fine/premium as may be imposed as per Government orders.

17. that the applicant shall not make any additions alterations to the building already constructed as per sanctioned plans without the previous permission of and without getting the plans thereof approved by the Collector.

18. that the applicant shall be bound to execute a Sanad in the form as provided in Form IV or V appended to the M.L.R. (Conversion of use of land and N.A.A.) Rules.

1969, embodying therein all the conditions of this order, within a period of one month from the date of commencement of the N.A. use of the land.

19. that the applicant shall make at his own cost the arrangement for ~~an~~ water supply and drainage disposal without creating any insanitary conditions in the surrounding area. These works should be completed prior to other works.

20(a) If the applicant contravenes any of the conditions mentioned in this order and these in the sanad, the Collector of Thane may without prejudice to any of the penalty to which he may be liable under the provisions of the code continue the said land/plot in the occupation of the applicant on ~~payment~~ of such fine and assessment as he may direct.

(b) Notwithstanding any thing contained in the Clause (a) above ~~it~~ shall be lawful for the Collector of Thane to direct the removal or alteration of any building or structures erected or use contrary to the provision of this grant within the specific time, he may cause the same ~~to be carried out~~ and recover the cost of carrying out the same from the applicant as an arrears of Land Revenue.

21. The grant of this permission is subject to the provision of any other laws for the time being in force and that may be applicable to the relevant other facts of the

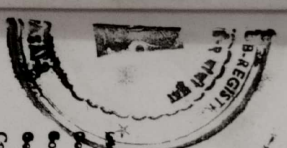


case, e.g. the Bombay Tenancy and Agricultural Lands Act, 1948, The Maharashtra Village Panchayat Act, the Maharashtra Municipalities Act, etc.

22. That the applicant shall pay the conversion tax amounting to Rs.2669.95 (Two Thousand Six Hundred Sixty Nine and Paise Ninety Five only) which is equal to three times of N.A.A. within 30 days from the date of issue of this order, failing which the N.A. permission shall be liable to be cancelled. Amount of this tax should be paid to the Tahsildar concerned.

Sd/-XXX  
Collector of Thane.

To,  
Shri. Vasant K. Patil (P.A. Holder)  
C/o. Shri. S. B. Raut  
of Garji Taluka Vasal (Dist:Thane)  
(with approved plan).



WORKS COPY-

Copy applied for on 30/12/86

Copy ready on 5/1/86


Copy delivered on

Copied by *Mr. Chavan*

Cooperated by *Mr. Chavan*

Words	147
Printing fee	147
Stationery	-
Constr. fee	-
Stamp fee	-
Other fee	-
V.P.	147
Total	147

*Mr. Chavan*  
14/1/87



फोन नं. : २७२  
६९१

— विरार नगरपालिका परिषद —  
VIRAR MUNICIPAL COUNCIL

Virar, Dist Thana.

जाचक नं. १०५८११९  
विरार, (वि. अंचे)

दिनांक : १०/८/८९

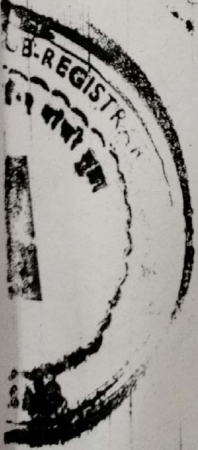
वाचा - श्री. प्रभाकर पांडुरंग चोरधे, रा. विरार, ता. वसई जि. ठाणे.  
हयांचा दि. १०.८.८९ वा अर्ज.

दाखला

दाखला देण्यांत येतो की, श्री. प्रभाकर पांडुरंग चोरधे, रा. विरार  
ता. वसई जि. ठाणे. येथील नगरपालिका हद्दीतील (सर्वे नं. ५६, हि. नं. १) हया  
जागेत बांधत असलेली इमारत ही विरार नगरपालिकेच्या हद्दीतील आहे.  
स. १ (२०) च्या अन्वये तंतु आहे. असा दाखला दिला आहे.

मुख्याधिकारी

विरार नगरपालिका परिषद, विरार.



का  
 अहवाल नंबर ६८१६  
 दिनांक १९.१४  
 ३९ तारखेस  
 दरम्यान वसई-२  
 दुय्यम निबंधक यांचे कार्यालय  
 जाणून दिला.  
 Rkate

बाकील प्रवाची	क्र. वी
का घेतकी -	१३१०
नोंदणी की	
मकलेची की	२०
(का लोका)	
होत्याचे मकलेची की	३०
वादी की	
बादा मकलेची की	
दस्तावेज की	
एकूण की	१३१५ = २

१) श्री. पी. आर. विलासि पांडुरंग  
 श्री. पुत्रा पांडुरंग  
 विलासि विदास  
 २) श्री. रामेंद्र मिहिरा  
 पारीश, नोचरी वय ३२  
 रा. भायेंद्रा

श्री. काशीराम रामेंद्र  
 दुय्यम निबंधक वसई-२  
 पिता, नोचरी रा. वाडकृष्ण  
 काचरी का. के. का. पांडुरंग  
 का. (प.) क्रम १-३  
 गा. का. (का.) क्रि. ००१  
 येथील दुय्यम निबंधकाल माहित असलेले  
 इसम अम निबंधन करतात की, ते दरतेवज  
 करून देण्याची उपरांत इतमास व्यावतंत्र  
 वाचतात यांचे त्यांचे आज्ञा पटाचितात.

दस्तऐवज करून देणार  
 तथाकथित काशीराम  
 दस्तऐवज करून दिल्याचे कबूल  
 करतात.

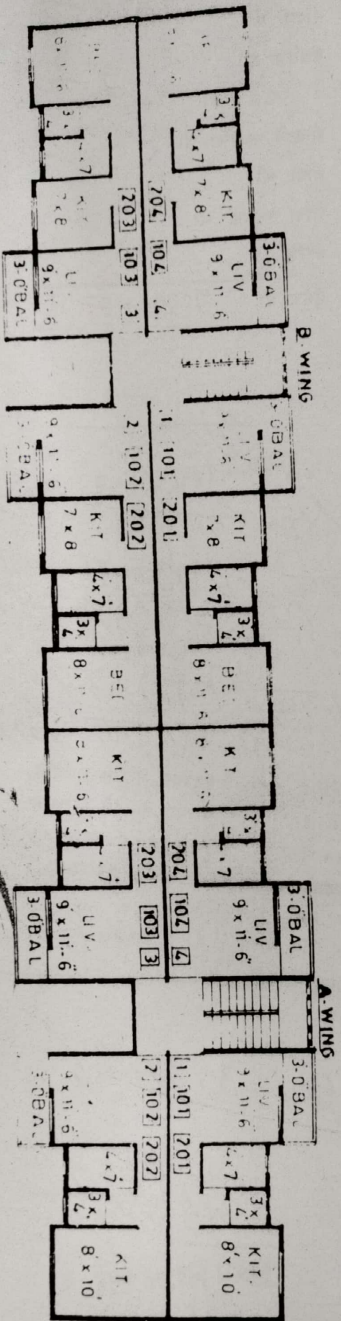
P. R. Pillay  
 दि. ३१/११/१४  
 श्री. काशीराम  
 दुय्यम निबंधक वसई-२

१) Chingul  
 २) Rkate



पुस्तक क्रमांक १  
 बालपाने ५६ ते ७८  
 पानांकाने नोंदला  
 तारीख ३१.१.१९१५  
 श्री. काशीराम  
 दुय्यम निबंधक.

PLAN OF PROPOSED BLDG. "VAJRESHWARI APARTMENT"  
 NO 2 BINE PLOT BEARING S.NO. 56 A H.No. 1 (PT.) AT  
 VIRAR (E) TAL - VASAI : DIST. - THANE  
**FOR . P. R. BUILDERS**



GR 1ST & 2ND FLOOR  
 SCALE: 1:1670



GROUND FL. AREA WITHOUT BAL.	
FLAT NO.	S. AREA
B-WING 1, 2, 3, 4.	445.00 S.FT.
A-WING 1, 2, 3, 4.	325.00 "

AREA STATEMENT	
FLAT NO.	S. BUILT-UP AREA
<b>B-WING</b>	
101, 201	480.00 SQ.FTS.
102, 202	480.00
103, 203	480.00
104, 204	480.00
<b>A-WING</b>	
101, 201	360.00
102, 202	360.00
103, 203	360.00
104, 204	360.00

**ARCHITECT**  
**R. V. SHIRKE**  
 VIRAR ESTATE, 1ST. F.R  
 CHANDRAPATI SHIVAJI MARG  
 VASAI (W.)

Dated this 31<sup>st</sup> day of January 1994

M/s. P. R. Builders

**BUILDERS**

To

~~Mr/Mrs~~ Ramesh moreshwar patil  
makunsar, Tal. palghar, Dist. Thane.

**Purchasers**

Agreement For Sale Of

Flat No. A/204 Plot No. \_\_\_\_\_

**ADVOCATE- N. B. DESHMUKH**  
A/1 Aarti Apartment, 1st Floor, Near Central Bank,  
Annasaheb Vartak Road, Virar (West).  
Phone : 2662, 3275

**Ar. R. V. SHIRKE**  
Tivari Estate, Chatrapati Shivaji Marg, Virar (West).

THE Vajreshwari Bldg. No. 2

(Registered under M.C.S. Act. 1960) (Registration No. 8294 (C.C. 97) and Date 24.10.96)

CO-OPERATIVE HOUSING SOCIETY LIMITED

No. 8

Authorized share Capital Rs. 2,00,000/- Divided into 4000 Shares each of Rs. 50/- only Member's Register No. 8

THIS IS TO CERTIFY that Shri/Smt. Ramesh M. Paki.

of \_\_\_\_\_ is the Registered Holder of ( 5 ) Shares from No. 36 to 40 of Rs. 250/- ( Two hundred and fifty only.) in THE Vajreshwari Bldg. No. 2 CO-OPERATIVE HOUSING SOCIETY LTD.

\_\_\_\_\_ Visas subject to the Bye-Laws of the said Society and that upon each of such shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at Visas (East) this 1st day of August 1997




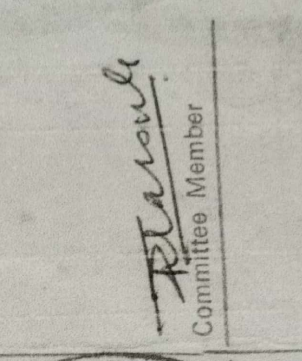
*[Signature]*  
Chairman

*[Signature]*  
Hon. Secretary

*[Signature]*  
Hon. Treasurer  
or M. C. Member

[P.T.O.]

Memorandum of the Transfers of the within mentioned Shares

Sr. No. of Transfer	Date of General Body/ Managing Committee Meeting at which Transfer was approved	To whom Transferred	Sr. No. in the Share Register at which the transfer of Shares held by the Transferor are registered	Sr. No. in the Share Register at which the name of the Transferee is recorded
1	2	3	5	5
1	Date 30/8/2002 Chairman	Shri Sanjay Bhide Secretary/Chairman/Treasurer Vaireshwari Bldg. No. 2 Co-op Hsg. Society Ltd. Phulepeder Road, Vihar (Bash)		 Committee Member
2	Chairman	Hon. Secretary		Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member



देयक क्र. : 134864

प्रभाग क्र. : 21

मालमत्ता क्र. : VR21/56/48



## वसई-विरार शहर महानगरपालिका

करांची पावती

पुस्तक क्र. : सं/23-24

Customer Copy पावती क्र. : 24566

विभागिय कार्यालय, विरार

मागणी नोंद वहीतील अनुक्रमांक : 900

नियम क्र. ७८(१), ८३(४), ८५, ८६(४), व ९६(४) पहा

मालकाचे/ भोगवटदाराचे नाव : संजय जयवंत भिडे/

9923413052

जुना मा. क्र.: 0

पत्ता : , वजेश्वरी अपार्ट-२ ए १०४, फुलपाडा रोड, विरार - 401305

रकम रु. 1435

अक्षरी रु. : एक हजार चारशे पस्तीस रोखीने मात्र मिळाले.

यांचेकडून सन : 2023-24

वर्षाचा पुढील करांबद्दल

करांचे नाव / तपशिल	Payable Amount / मागणी रकम			Received Amount / स्वीकारलेली रकम		
	थकबाकी (रु.)	चालू (रु.)	एकूण (रु.)	थकबाकी (रु.)	चालू (रु.)	एकूण (रु.)
एकत्रित मालमत्ता कर	0	486	486	0	486	486
शिक्षण उपकर	0	65	65	0	65	65
रोजगार हमी उपकर	0	0	0	0	0	0
वृक्ष कर	0	16	16	0	16	16
अग्निशमन उपकर	0	50	50	0	50	50
विशेष स्वच्छता कर	0	180	180	0	180	180
शास्ती कर (अन. बांधकाम)	0	0	0	0	0	0
शास्ती कर(२%) ४१ अन्वये	0	0	0	0	0	0
उपभोक्ता कर	0	662	662	0	662	662
मोठ्या निवासी जागेवरील कर	0	0	0	0	0	0
वां./अ.ध./इ.ख.फी	0	0	0	0	0	0
अतिरिक्त जमा	0	0	0	0	0	0
<b>एकूण</b>	0	1459	1459	0	1459	1459
<b>सूट 5%</b>					24	24
<b>एकूण</b>	0	1459	1459	0	1435	1435

धनादेश / धनाकर्ष क्र.:

दिनांक : 11/07/2023

दि :

बँक :

\* सदर पावती चेक वाटल्यानंतर ग्राह्य धरण्यात येईल.

\* अनधिकृत बांधकामावरील कर भरल्यामुळे सदर बांधकाम अधिकृत होणार नाही. कोर्टातील कामकाजास व निकालावर कार्यवाही करण्यात बाधा होणार नाही या अटीवर अनधिकृत बांधकामावरील कर वसूल करण्यात येत आहे.

उपायुक्त / कर अधिकारी  
वसई-विरार शहर महानगरपालिका

A-104

**VAJRESHWARI BLDG. NO.02 CO-OP HSG SOC. LTD.**

TNA/VSI/HSG/TC/8294/96-97

SURVEY NO. 56-A, HISSA NO.01(PART), PHULPADA RD,VIRAR (EAST), TAL. - VASAI, DIST - THANE - 401 303VIRAR

MR.SANJAY BHINDE

Bill No :2000318

Billdate :01/02/2021

Period : 01/02/2021 To 28/02/2021

Member Id : 1792

Account No : 10008

FLAT No A/104

BillableArea : 0.00

Due Date:25/02/2021

SrNo	Particulars	Amount
1	SERVICE CHARGES	425.00
2	SINKING FUND	25.00
3	NONOCCUPANCY CHARGES	425.00
4	FESTIVAL CONTRIBUTION	50.00
		Current Charges: 925.00
		Old Outstanding: 1,350.00
		Old Int. Amt: 0.00
		Interest on Late 0.00
		Advance: 0.00
		Total Payable: 2,275.00

Two Thousand Two Hundred Seventy Five Rupee(s) And Zero Paise Only.

Pls. Pay Your Bill amount Within Due Date.

For VAJRESHWARI BLDG. NO.02 CO-OP HSG SOC. LTD.

Hon. Secretary/Tresurer





Friday, July 12, 2002

1:20:51 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 2084

गावाचे नाव विरार (नगरपालिका हद्द)

दिनांक 12/07/2002

दस्ताऐवजाचा अनुक्रमांक वसई - 02871 - 2002

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव

श्री संजय विश्वतु भिडे.

नोंदणी फी

:- 2160.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (19)

:- 380.00

एकूण

2540.00

आपणास हा दस्त अंदाजे 1:35PM ह्या वेळेस मिळेल

दुय्यम निबंधक

दुय्यम निबंधक वसई-३

मुद्रांक शुल्क :- 3240

Rs 3240- Rs Three Thousands Two Hundred Forty

GENERAL STAMP OFFICE  
TOWN HALL, FORT,  
MUMBAI - 400 023.  
MAH/GSO/009



भारत  
समस्तानु अन्ते  
INDIA

STAMP DUTY

Rs. 0003240

281983

MAHARASHTRA  
SPECIAL ADHESIVE

10.7.2002

00037

MAHARASHTRA

1110121009701

*(Signature)*  
अधीक्षक, मुंबई  
करिता.

वसई २  
दस्त क्रमांक २८७९  
२ / १९९

AGREEMENT FOR RESALE

ARTICLES OF AGREEMENT is made and entered into at  
VIRAR, on this 12<sup>th</sup> day of July in the Christian  
year Two Thousand Two BETWEEN MR. RAMSHIMORE HWAR  
PATIL, Age 40 years, Occupation Services Resident at

*(Signature)*



*R. Patil*

Vinayak Building, Shivsagar Residency, Flat No. 204, Phulpada Road, Virar (East), Taluka Vasai, District Thane, hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the FIRST PART :-

**A N D**

**MR. SANJAY JAYWANT BHIDE**, Age 43 years, Occupation Service, residing at Saphala, Shanti Nagar, Post Umberpada, Taluka Palghar, District Thane, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the SECOND PART :-

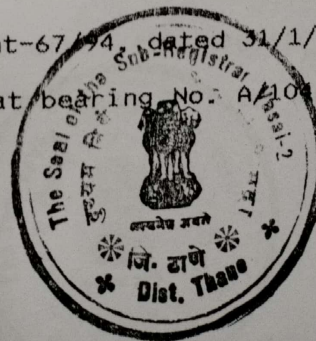
वसई २
दस्ता क्रमांक 2009/१२
३ / १९९८

**W H E R E A S :-**

a) By an Agreement for Sale dated 31st January 1994 and registered in the office of Sub-Registrar Vasai No. II (Virar) under Serial No. Print-67/94, dated 31/1/1994 M/s. P.R. BUILDERS sold the Flat bearing No. A/10, on

*P.R. Builders*

*Bhide*



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दस्तावेज क्रमांक 2009/19  
8/92

the First Floor, admeasuring 290 Square feet i.e. 26.951 Square Metres (Built up area), in the building known as "VAJRESHWARI APARTMENT", constructed on N.A. Land admeasuring 900 Square yards, Out of Survey No. 56-A, Hissa No.1 (Part), admeasuring 2600 Square metres, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar), (hereinafter for brevity's sake collectively referred to as "The said Flat") to **MR. RAMESH MORESHWAR PATIL** (hereinafter called "The Transferor"), on the terms and conditions mentioned in the said agreement.

b) The Society of the Flat Purchasers is registered vide Registration No. **TNA/(VSI)/HSG/(TC)/8294/96-97**, dated 24/10/1996, known as "**VAJRESHWARI BLDG. NO. 2 CO-OPERATIVE HOUSING SOCIETY LTD.**".

c) The Transferor is the member of "**VAJRESHWARI BLDG.NO.2 CO-OPERATIVE HOUSING SOCIETY LTD.**", a Society duly Registered under Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **TNA/(VSI)/HSG/(TC)/8294/96-97**, dated 24/10/1996, having its office at Phulpada Road, Virar (East), Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar) and hereinafter for brevity's sake collectively referred to as "The said Society" and

*RPatil*

*Side*



वमड २
दस्त क्रमांक २८०९
५ / ९८

-4-

as such a member the Transferor is entitled to Five (5) shares having Share Certificate No. \_\_\_\_\_ of the said society and of the face value of Rs.50/- each, bearing No. \_\_\_\_\_ to \_\_\_\_\_ (hereinafter for brevity's sake collectively referred to as "The said Shares").

d) The Transferor has paid full purchase price to the Builders and also has paid all the dues to the Society.

e) The Transferor is ready and willing to sell, assign and transfer right, title and interest and five shares and the said Flat to the Transferee which the Transferee has agreed to purchase for a lump sum price of Rs. 1,72,000/- (Rupees One Lakh Seventy Two Thousand only).

f) The Transferor herein has obtained permission from the Society to sell the said Flat to the Transferee herein.

g) The said Flat is being purchased by the Transferee for residential purpose and to which the Provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 apply.

*Reputed*

*Side*



बस ड २  
बस क्रमांक २२७९  
६ / १२

h) The Transferee has prior to the execution of this agreement satisfied about the title of the Transferor to the said Flat and has agreed to purchase the said Flat and the right, title and interest on the terms and conditions hereinafter appearing;

NOW, THEREFORE, THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1) The Transferor has agreed to transfer the right, title and interest to the Transferee in the said Flat for a total consideration of Rs.1,72,000/- (Rupees One Lakh Seventy Two Thousand only) which the Transferee has agreed to acquire for the said Flat.

2) The Transferee has paid to the Transferor a sum of Rs.1,00,000/- (Rupees One Lakh only) as and by way of earnest money on the day of execution of this agreement and further the Transferee has agreed to pay the balance amount of Rs.72,000/- (Rupees Seventy Two Thousand only) within Forty Five (45) days from the date of execution of this agreement.

3) It is hereby agreed that in respect of any amount payable by the Transferee to the Transferor and/or by

*R.Patel*

*Side*





बसड २
बसड क्रमांक २७१
७ / १८

virtue of this agreement the Transferor shall have a first lien and charges on the said Flat so long as the same shall remain unpaid.

4) The Transferor shall handover the peaceful and vacant possession of the said Flat to the Transferee after receiving full consideration amount.

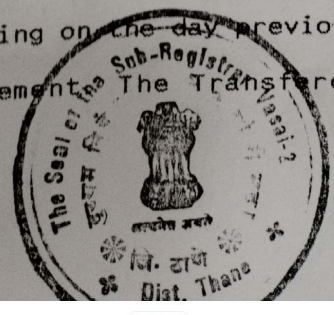
5) The Transferor has delivered to the Transferee, the copy of the Original Agreement dated 31/01/1994, executed between the Transferor and M/s. P.R. Builders and all previous agreements and all other necessary papers in respect of the said Flat on the day of execution of this agreement.

6) The Transferor hereby agree and undertake to execute all further writings, deeds, papers, letters, documents, transfer forms and all other papers which may be required and necessary in connection with the said Flat in favour of the Transferee as and when required under the existing laws and/or rules.

7) The Transferor hereby declare that he has paid all dues towards the Municipality taxes, Electric and Water charges, Maintenance charges etc., in respect of the said Flat for the period ending on the day previous to the execution of this agreement. The Transferor

*P.R. Patil*

*Side*



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पत क्रमांक २७१/९
८१९८

hereby agree and undertake to indemnify and keep indemnified the Transferee against payment of such charges for the said period.

8) The Transferor declare that no person except himself, has any share, right, title or interest of whatsoever nature in the said Flat and further declare that he has not entered into any Agreement for Sale, Agreement to Lease or any other Agreement in respect of the said Flat or any part thereof and that no loans have been obtained by the Transferor by hypothecating the said Flat or any portion thereof.

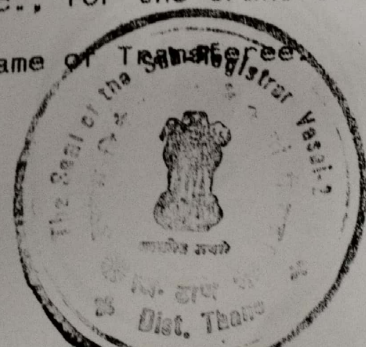
9) The Transferee shall have no claim save and except in respect of the Flat hereby purchased by him, the common passages and the common amenities provided by the builders in the said building.

10) The Transferee shall not throw nor shall allow or cause to be thrown any dirt, rubbish or garbage or any other refuse out of his Flat or any part thereof of the said building.

11) The Transferor shall transfer the Electric Meter in the said Flat to the name of the Transferee and shall sign all documents, papers etc., for the transfer of the said electric meter in the name of Transferee.

*R. Patel*

*Side*

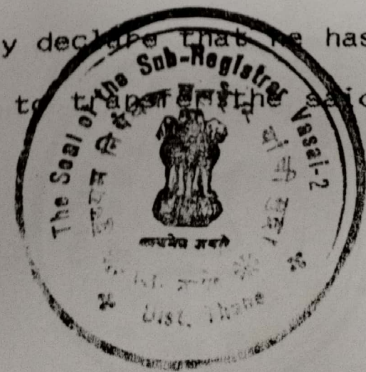


बस इ २
दस्ता क्रमांक २८०१९
२ / १९

- 12) The Transferee hereby covenant to keep the walls sewers, pipes and appurtenances thereto belongings in good and tenantable condition so as to support the shelter and protect the parts of the said building.
- 13) The Transferor hereby agree to transfer the membership share thereof to the name of the Transferee and also has agreed to sign all the forms necessary for transfer of the said Flat in favour of the Transferee in the record of the society.
- 14) The Transferee shall not use nor shall allow or cause to be used the said Flat or any part thereof for any purpose which may or which is likely to cause nuisance to the occupants of other tenaments in the said building nor for any illegal or immoral purpose.
- 15) The Transferee accept the construction and fittings etc., in respect of Flat to be satisfactory as on the execution of this agreement and shall not call upon the Transferor to cause any additions, alteration or repairs to the Flat occupied by him nor shall hold the Transferor liable for any defects in the said construction.

16) That the Transferor hereby declares that he has full right and absolute authority to transfer the said

*R. Patil*                      *Side*



वसई २
वस्त क्रमांक १८७१/२
१० / १८

Flat and the said shares to the Transferee and that he has not done or committed any act, deed or thing whereby the said shares or the said Flat or his right, title and interest in the said society have become charged, encumbered or otherwise prejudicially effected in any manner whatsoever or whereby they have been in any way prevented from transferring or assigning his right, title and interest in the said society or in the said premises or in the said shares to the Transferee.

17) The Transferee shall be entitled to have and hold the possession, occupation and use of the said Flat and can hold the same for the unto and to the use and benefit of the Transferor, his heirs, successors and assigns forever, without any claims, charge, interest, demand or lien of the Transferor or any person on his behalf or who may claim through him or in trust from him subject to only on the part of the Transferee to pay all taxes, assessments, charges, dues and calls made by the society, Government or any other local authority or corporation from the date of possession in respect of the said Flat.

18) The Transferor hereby further covenant with the Transferee that the Transferor shall from time to time and at all times whenever called upon by the Transferee

*R. Patel*

*Side*



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बस्त क्रमांक 2009
99 / 90

or his advocates or solicitors, to do and execute, perform or caused to be done and executed and performed all such further acts, deeds and things and writings whatsoever for more perfectly securing the interest of Transferee in premises agreed to be hereby sold the said Flat unto and to the use of the Transferee as shall or may be reasonably required.

19) Save as otherwise provided hereinabove all out of pocket costs, charges and expenses of and incidental to this agreement, registration fee and other deeds, documents and writing to the execution of and in pursuance thereof shall be borne and paid by the Transferee alone and each party shall bear and pay their own Advocate's fees.

20) This Agreement is subject to the Provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act 1963 And Co-Operative Societies Act 1963 with rules made thereunder.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE

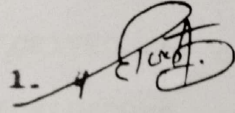
*Prath*

*Side*



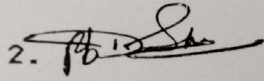


बस ड २
बस्त क्रमांक २८०१
१३ / १८

1. 

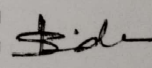
Name : प्राडिप. चं. महापात्र

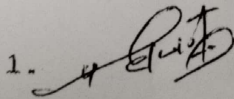
Address : विद्र. पार्क - चौक. क. अं. व. विरदाज. पूर्व

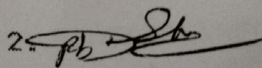
2. 

Name : Pramod B. Deshmukh

Address : Virar (West) Tal. Vasai,  
Dist. Thane.

SIGNED AND DELIVERED by the )  
 within named "THE TRANSFEREE" )  
 MR. SANJAY JAYWANT BHIDE )   
 in the presence of ..... )

1. 

2. 



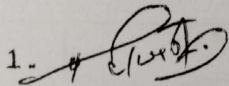
RECEIVED the day and the year first)  
hereinabove written of and from the)  
withinnamed TRANSFEREE the sum of )  
Rupees One Lakh only, as and by way )  
way of earnest money, to be paid by )  
him to me. )

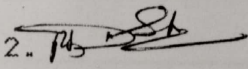
Rs.1,00,000/-  
=====

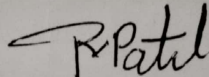
वमइ २  
रकम कांक २००७/१२  
१४/१२

WITNESSES :-

I SAY I HAVE RECEIVED.

1. 

2. 

  
TRANSFEROR.

(WS\FLATAGRE\REGISTER.SOC\VAJRESHW.E11)





गांधी नमुना द्वारा

[ महाराष्ट्र जमीन अधिकार अभिव्यक्त आणि नोंदवली (तयार करणे व सुविधीत ठेवणे) विधय १९७२-७३ आणि २०१९ आणि २० ]

(सविद्यमान अधिनियम १९७२ व सुविधीत ठेवणे, महतीक: २०१९)

प्लॉट नं: <b>२३७</b>	मूलाधार नं: <b>१३</b>	मूलाधार पडती	प्लॉट नं:
एकूण मूल्य: <b>२६००</b>	एकूण मूल्य: <b>२६००</b>		
आकारणी २.०० कि.मी. चौरस	४.००	२.००	

मूलाधार नं: **२३७**

एकूण मूल्य: **२६००**

आकारणी २.०० कि.मी. चौरस

**६**

रस्त: **२८७१/६**

**१५/१९८**

गांधी नमुना द्वारा (पिकांची नोंदवली)

[ महाराष्ट्र जमीन अधिनियम १९७२ व नोंदवली (तयार करणे व सुविधीत ठेवणे) विधय, १९७२ यातील विधय २१ ]

पिकांचा नोंद घेण्याचा नपरीत

रजि. नं.	महसुलाचे क्रमांक	मिश्र पिकावलीत क्षेत्र							विभक्त पिकावलीत क्षेत्र			आद्यश्रीमादी उपखण्ड मधलेली जमीन		जम. मालकी	जम. मालकी
		जल	अजल	पिकांचे	जल	अजल	पिकांचे	जल	अजल	पिकांचे	जल	अजल			
		३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६

**हक्काचे पत्रक (गां. न. नं. ६) मौजे. विरार**

**हक्काचे स्वध**

प्लॉट नं. **२६।६।८३** व्याजूम दाखल केलेली सर्वे नं. ०१

जमिन देणुडी कागदी ॐ हेरकर गोविंद चोरवे

ॐ हरिशायन विकूल चोरवे ॐ हेरकर विकूल चोरवे

ॐ बाळकृष्ण विकूल चोरवे ॐ हरिजी विकूल ॐ शेजा

ॐ अमर ॐ शंभू शिवन ॐ किमल जगन्नाथ ॐ प्रभावती

ॐ भाकर ॐ प्रेमा प्रमोदशम ॐ लता शिवन ॐ कारिका

ॐ जिवन ॐ बाळकृष्ण जगन्नाथ बाळक ॐ लक्ष्मणाजी विकूल

ॐ चोरवे ॐ शिव दाखल केलेली हारे पासक सांघी दामोदर

ॐ असाव बाळगी शेरान ॐ शमीकर गोविदा चोरवे ॐ शंभू

ॐ जेन्ना चोरवे ॐ हरिकुमार पांडुरंग चोरवे ॐ प्रभाकर

ॐ पांडुरंग चोरवे ॐ प्रकाश पांडुरंग चोरवे ॐ श्रीली लक्ष्मी

ॐ भाव ॐ शेजा मां तहसिलदार भाव वरदी सांघेकरे कां

ॐ भाव मां तहसिलदार मां वरदी सांघेकरेला शेरान शिवन

ॐ भाव मां तहसिलदार मां वरदी सांघेकरेला शेरान शिवन

ॐ भाव मां तहसिलदार मां वरदी सांघेकरेला शेरान शिवन

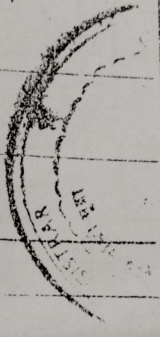


(1) वाणिज्य विभाग, मुंबई महानगरपालिका, मुंबई, महाराष्ट्र, भारत  
(2) वाणिज्य विभाग, मुंबई महानगरपालिका, मुंबई, महाराष्ट्र, भारत

क्र. सं.	वर्ग	अनुसूचित परचा- मालिका/युक्तमालिका संख्या आणि अर्ज	सोपवडा हस्ताक्षरी क्रमांक, असल्यास	वार्षिक मदतगुल	मुदत			साधका समुदाय द्वारा एकत्रित नाई बंधा	वर्षानुसार भोगवडीलांचे नाव	दिनांक
					वार्षिक	उ (अ)	उ (ब)			
१	३	४	५	६	७ (अ)	७ (ब)	८	९	१०	११
	सी. सी.	१८००००	१८००००	५५६-६३						
		१८००००	१८००००	५५६-६३						

Office: The  
Collector, Thane. Thane  
REV-D. R. NAPSAR  
13/12/86

बसड २  
व न क्रमांक २०७१६  
१९/१९



१९/१२/८६

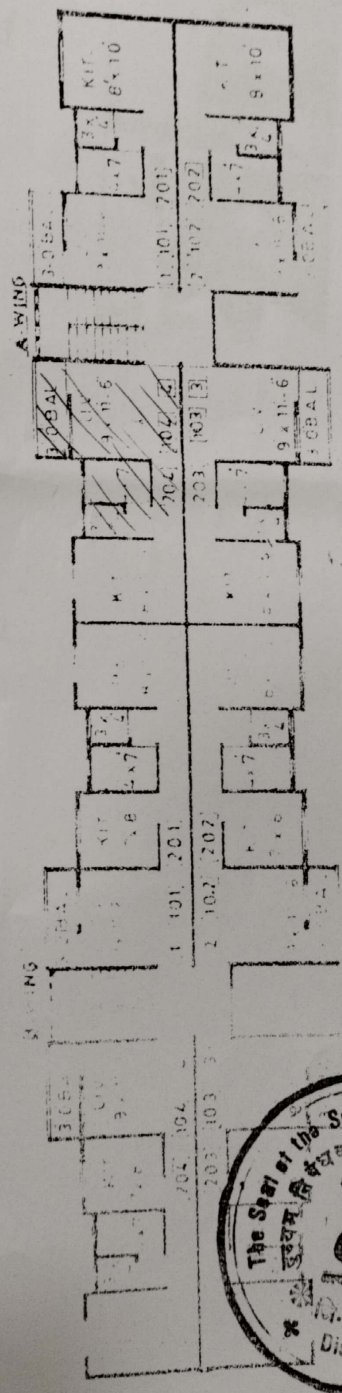
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PLAN OF PROPOSED BLDG. VAJRESHWARI APARTMENT  
 NO 2 ON PLOT BEARING S.NO.56 A H.No. 1(P.T.) AT  
 VIRAR (E) TAL. VASAI ; DIST. - THANE

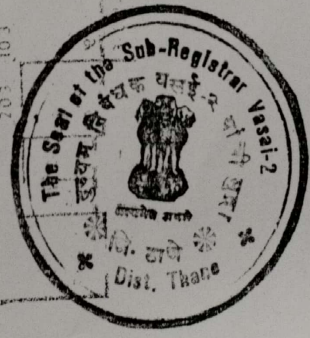
FOR. P. R. BUILDERS

GROUND FL. AREA WITHOUT BAL.		S AREA
B-WING	1, 2, 3, 4	445.00 S.FT.
A-WING	1, 2, 3, 4	325.00 "

FLAT NO.	S. NO.	AREA
<b>B-WING</b>		
101	201	480.00
102	202	480.00
103	203	480.00
104	204	480.00
<b>A-WING</b>		
101	201	360.00
102	202	360.00
103	203	360.00
104	204	360.00



1ST & 2ND FLOOR PLAN



बसई-२  
 वसई क्र. २०१८  
 १८ / १८

P. R. BUILDERS  
 VASAI



12/07/2002

1:22:18 pm

दस्त गोपवारा भाग-1

दस्त क्रमांक : 2871/2002

दस्ताचा प्रकार : Agreement

नु.क्र. पक्षकाराचे नाव

1 श्री रमेश मोरेश्वर पाटील.

विनायक बिल्डींग ,204 ,फुलपाडा रोड ,विरार -पु

सही *R Patil*

*जयवंत*

श्री संजय शिवंत भिडे.

सफाळा ,शांती नगर ,उंबरपाडा ,ता-पालघर

Executor

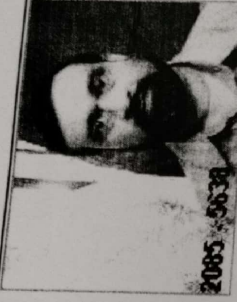
सही *Shile*

Executant

पक्षकाराचा प्रकार

Executor

छायाचित्र



2005-5638

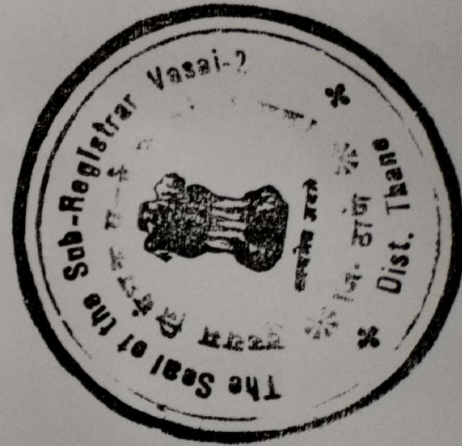


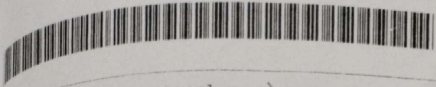
2005-5639

अंगठ्याचा ठसा



बसई २
दस्त क्रमांक 2871/02
१८/१८





दस्त गोषवारा भाग - 2

20

दस्त क्र. [वसई-2871-2002] चा गोषवारा  
भाजार मुल्य : 216000 मोबदला : 172000 भरलेले मुद्रांक शुल्क : 3240

दस्त हजर केल्याचा दिनांक : 12/07/2002 01:18 PM *Side*  
निष्पादनाचा दिनांक : 12/07/2002

दस्ताचा प्रकार : 25) करारनामा  
शेवका क्र. 1 ची वेळ : (सादरीकरण) 12/07/2002 01:18 PM  
शेवका क्र. 2 ची वेळ : (फी) 12/07/2002 01:20 PM  
शेवका क्र. 3 ची वेळ : (कबुली) 12/07/2002 01:22 PM  
शेवका क्र. 4 ची वेळ : (ओळख) 12/07/2002 01:23 PM

दस्त नोंद केल्याचा दिनांक : 12/07/2002 01:23 PM

दस्तऐवज करुन देणार तथाकथीत [ करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

ओळख :

खालील इसम असे सिध्दीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व  
याची ओळख पटापितात.

- 1) श्री प्रदीप च महाजन, विरार -पु *Handwritten signature*
- 2) श्री प्रमोद दामुख, विरार -पु *Handwritten signature*

दु. निबंधकाची सही  
वसई 2

पावती क्र.: 2084 दिनांक: 12/07/2002  
पावतीचे वर्णन *तयारी*  
नांव: श्री संजय विश्वतु भिडे.

2160 : नोंदणी फी  
380 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),  
रुजयात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

2540: एकूण

दु. निबंधकाची सही, वसई 2

वसई 2
दस्त क्रमांक 2(6)02
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पुस्तक क्रमांक *9*  
*2009* क्रमांकावर नोंदले.

*Handwritten signature*  
दुय्यम निबंधक  
तारीख *12* माह *06* सन *2002*



## AGREEMENT FOR SALE

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This Indenture is made and entered into at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, In the Christian Year Two Thousand And Twenty \_\_\_\_\_.

### BETWEEN

**MR. SANJAY JAYWANT BHIDE**, age \_\_\_\_ years,  
**PAN:** \_\_\_\_\_, an adult, Indian Inhabitant, having address at \_\_\_\_\_

hereinafter called as "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors and administrators) of **THE FIRST PART;**

### AND

1) **MR.** \_\_\_\_\_ age \_\_\_\_ years,  
**PAN:** \_\_\_\_\_ **AND 2) MR.** \_\_\_\_\_ age \_\_\_\_ years, **PAN:** \_\_\_\_\_ both adults, Indian Inhabitants, presently residing at \_\_\_\_\_

hereinafter called as "**THE PURCHASERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, representatives, executors and administrators) of **THE SECOND PART;**

- A) **MR. SANJAY JAYWANT BHIDE, VENDOR herein** is seized and possessed of or otherwise well and sufficiently entitled to Flat No. A/104 in \_\_\_\_ Wing admeasuring \_\_\_\_ sq. mt. Built-up area on 1<sup>st</sup> Floor, of the building known as Vajreshwari Apartment of the society known as Vajreshwari Bldg. No.2 Co-operative Housing Society Limited, situated at Phulpada Road, Virar East, Palghar - 401303 (**hereinafter referred to as "the said Flat"**) constructed on N.A. Land lying and being on the plot of land bearing Survey No.56-A Hissa No.1 (Part) of Village Virar, Taluka - Vasai and Dist. Palghar (previously known as "Dist. Thane") TOGETHER WITH 05 (Five) fully paid up shares to of Rs. 50/- (Rupees Fifty Only) each bearing distinctive share numbers from 36 to 40 (both inclusive) under Share Certificate No.8 dated 01<sup>st</sup> August, 1997 issued by Vajreshwari Bldg. No.2 Co-operative Housing Society Limited (**hereinafter referred to as "the said Shares"**) a Co-operative Housing Society formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing registration No. TNA(VSI)/(HSG)/TC/8294/96-97 dated 24/10/1996 (**hereinafter referred to as "the said Society"**) and he is in exclusive use, occupation and possession in the capacity of absolute lawful owner thereof.
- B) By an Articles of Agreement dated 31<sup>st</sup> January, 1994 duly registered in the office of the Sub Registrar Vasai-2 under document Sr. No. Vasai-2/\_\_\_\_/1994 dated 31/01/1994 entered into between "**M/S. P.R. BUILDERS**", a Partnership Firm, called therein as "**THE BUILDERS**" of the FIRST PART and **SHRI. RAMESH MORESHWAR PATIL** called therein as "**THE PURCHASER/S**" of the SECOND PART, the said Purchaser/s therein agreed to purchase from the said Builders therein and the said Builder agreed to sell the said Flat to the Purchaser/s therein for the valuable consideration on ownership basis and on the terms and conditions mentioned therein.

- C) Accordingly, the construction of the said Vajreshwari Apartment was completed by the said Builder and the said Builder sold his developed / constructed flat/s to the intending/proposed purchaser/s or allottee/s and handed over peaceful and vacant possession of the intending/proposed purchaser/s or allottee/s thereafter.
- D) Subsequently, all the Flat purchaser/s of the said constructed Vajreshwari Apartment have formed the said society viz. registered in the name of Vajreshwari Bldg. No. 2 Co-operative Housing Society Limited.
- E) After formation of the said Society, said society had admitted **SHRI. RAMESH MORESHWAR PATIL** as an original / bonafide member and issued Share Certificate No.08 and the said Shares in his name.
- F) Thus, **SHRI. RAMESH MORESHWAR PATIL** was well and sufficiently entitled to the right, title and interest of the said Flat and said Shares and he was in exclusive use, occupation and possession thereof in the capacity of absolute sole owner thereof.
- G) By an Agreement for Resale dated 12<sup>th</sup> July, 2002, duly registered with the office of Sub - Registrar Vasai-2 under Serial No.VSN-2/2871/2002 on 12<sup>th</sup> July, 2002, made and entered into by and between **MR. RAMESH MORESHWAR PATIL**, referred therein as "**THE TRANSFEROR**" of the First Part and **MR. SANJAY JAYWANT BHIDE** (the TRANSFEROR herein) referred therein as "**THE TRANSFEREE**" of the Second Part, whereby **THE TRANSFEROR** therein agreed to sell and transfer and **THE TRANSFEREE** therein agreed to purchase and acquire the said Flat and said Shares for a valuable consideration and as per the term/s as mentioned therein.

- H) Subsequently, the said Society transferred the said shares in respect of the said Flat in the name of MR. SANJAY JAYWANT BHIDE (VENDOR herein) as the bonafide member of the Society and endorsed the entry of his name on the backside of the Share Certificate No.08 on 30<sup>th</sup> August, 2002.
- I) Thus, MR. SANJAY JAYWANT BHIDE (VENDOR herein) is seized, possessed and sufficiently entitled to the ownership right, title and interest of the said Flat and said Shares as an absolute sole owner hereof.
- J) The VENDOR declare that he has not deposited any agreements/ documents as a title deed in respect of the said Flat with any third person or persons or financial institution / Bank for creating any charge, lien, mortgage, loan or third party interest etc. and the said Flat is free from all charge and or encumbrances and the title to the said Flat is clear and marketable and there is no impediment to sell and transfer the same to the TRANSFEREE herein.
- K) The VENDOR hereto is paying maintenance charges and outgoings regularly to the said Society and has paid all the dues, taxes, outgoings, society charges, etc. up to date in respect of the said flat to the said society.
- L) The VENDOR hereby declares that no other person or persons or any other heirs or legal representative is/are entitled to any right, title and interest in the said flat.
- M) The VENDOR is desirous and agree to sell and transfer the said flat and the TRANSFEREE have agreed to purchase and acquire from the VENDOR, the said flat and all rights, title, interest, benefits and privileges incidental to and attached to the said flat and said shares for the total consideration of **Rs.34,00,000/- (RUPEES THIRTY FOUR LAKHS ONLY)** and on the terms and conditions appearing hereinafter.

- N) The PURCHASERS have agreed to purchase all the rights of the said flat with all deposits and benefits thereof at and for the total consideration with permanent rights of ownership, use and occupation of the said flat.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. It is agreed and declared by the parties hereto that the recitals narrated herein above contain the factual position relating to the said Flat and said Shares. The statements, declarations and representations made therein are true and correct. The parties repeat, reiterate and confirm the contents of the recitals, and the terms and phrases defined in the recitals as if the same were incorporated in the operative part of this Agreement as if the same are reproduce verbatim.
2. The VENDOR doth hereby agreed to transfer, assign and the TRANSFEREE both hereby agreed to purchase the Residential Premises being Flat No. A/104 in \_\_\_\_\_ Wing admeasuring \_\_\_\_\_ sq. ft. Built-up area on 1<sup>st</sup> Floor, of the building known as Vajreshwari Apartment of the society known as Vajreshwari Bldg. No.2 Co-operative Housing Society Limited, situated at Phulpada Road, Virar East, Palghar - 401303 (**hereinafter referred to as "the said Flat"**) constructed on N.A. Land lying and being on the plot of land bearing Survey No.56-A Hissa No.1 (Part) of Village Virar, Taluka - Vasai and Dist. Palghar (previously known as "Dist. Thane") TOGETHER WITH 05 (Five) fully paid up shares of Rs. 50/- (Rupees Fifty Only) each bearing distinctive share numbers from 36 to 40 (both inclusive) under Share Certificate No.8 dated 01<sup>st</sup> August, 1997 issued by Vajreshwari Bldg. No.2 Co-operative Housing Society Limited (**hereinafter referred to as "the said Shares"**) along with all other incidental rights at and for total consideration of **Rs.34,00,000/- (RUPEES THIRTY FOUR LAKHS ONLY)** inclusive of all costs, charges and the amount standing to the credit of the VENDOR in respect of the said Flat



and said Shares. The said consideration which is partly paid and the balance will be paid by the TRANSFEREE to the VENDOR and in the manner appearing hereunder.

### PAYMENT SCHEDULE

- A) On or before execution of the present agreement, the PURCHASERS have paid the sum of **Rs.6,80,000/- (Rupees Six Lakhs Eighty Thousand Only)** as a part payment by way of Cheque/RTGS/NEFT in favour of the VENDOR (the payment and receipt whereof the VENDOR do hereby admit and acknowledged) as shown at Receipt clause at the foot of the document.
- B) The TRANSFEREE shall pay the amount of balance consideration of **Rs.27,20,000/- (Rupees Twenty Seven Lakhs Twenty Thousand Only)** through Housing Loan, which shall be availed by the PURCHASERS from the Bank or Financial Institution vide RTGS/Demand Draft/Banker's Cheques issued by Bank or Financial Institution directly in favour of the VENDOR within 45 days from the date of Registration of the present agreement. The VENDOR shall hand over the vacant and peaceful possession of the said Flat to the TRANSFEREE simultaneously on the date of receipt of balance consideration and on receipt of the balance consideration the TRANSFEREE shall use, occupy the said Flat without any interruption or hindrance by the VENDOR and / or any other person/s claiming through the VENDOR. Time is the essence of the contract.
3. The VENDOR declares that he has obtained the N.O.C from the said Society to transfer the said Flat held by the VENDOR in the

said society to the TRANSFEREE and he shall also obtain the NOC in the bank's format for the loan.

4. The VENDOR shall hand over i) Original Agreement dated 31<sup>st</sup> January, 1994 entered into between "M/S. P.R. BUILDERS", a Partnership Firm, called therein as "THE BUILDERS" of the FIRST PART and SHRI. RAMESH MORESHWAR PATIL called therein as "THE PURCHASER/S" of the SECOND PART; 2) Original Agreement for Resale dated 12<sup>th</sup> July, 2002, made and entered into by and between MR. RAMESH MORESHWAR PATIL, referred therein as "THE TRANSFEROR" of the First Part and MR. SANJAY JAYWANT BHIDE referred therein as "THE TRANSFEREE" of the Second Part; 3) Original Share Certificate No.8 dated 01<sup>st</sup> August, 1997 issued by Vajreshwari Bldg. No.2 Co-operative Housing Society Limited and the chain of documents if any, title deeds and also VVMC approved plan, IOD, CC, OC, B.C.C. etc. if any if necessary, all other original/photo copy of documents relating to the said Flat and the said Shares to the TRANSFEREE at the time of registration for the purpose of availing the Housing Loan from any bank or financial institution.
5. The VENDOR hereby covenants with the TRANSFEREE that he shall and will indemnify and keep indemnified the TRANSFEREE, from and against any loss, harm, injury and damage including costs, charges and expenses of any legal proceedings that may be suffered or caused to be suffered by the TRANSFEREE by reason of there being found or discovered that any of the above statements made by the VENDOR is false or incorrect in any manner whatsoever.
6. The VENDOR hereby agreed and confirms to indemnify and keep indemnified for all times, the TRANSFEREE against any dispute, claim, demand, action or proceedings that may be raised preferred, made or taken against the TRANSFEREE, the VENDOR or any one or more of them by any person, body of persons or authority claiming any right, title and interest or share in or to the said Flat

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Receipt Date : 10/07/2020

Amount (in Rs.)

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and said Shares or any part thereof, through any claim by any person claiming any right in respect of the said Flat and said Shares or otherwise in respect of all costs, charges and expenses that the PURCHASERS may incur, or suffer in defending, resisting or satisfying any such dispute, claim demand action or proceedings or any decree, award or order which may be passed in respect thereof.

7. The VENDOR covenants with the PURCHASERS that he shall and will indemnify and keep indemnified the PURCHASERS, the PURCHASERS shall entitled to hold, possess, occupy and enjoy the said Flat, without any interruption from the VENDOR or any person claiming through the VENDOR and the VENDOR or any person claiming through them, have not done or performed any act, deed, matter or things whatsoever whereby they may be prevented from entering into this Agreement for sale as purported to be done hereby or whereby the PURCHASERS may be obstructed, prevented or hindered in enjoying the rights to be conferred or transferred or assigned in their favour or whereby quiet and peaceful enjoyment, possession of the PURCHASERS in respect of the said Flat may be disturbed. In the event of it being found that the PURCHASERS are unable to enjoy peaceful use, occupation, possession of the said Flat due to any reason which can be attributed to the VENDOR in such event the VENDOR shall at their own cost remove any such interruption and indemnifies the PURCHASERS to that effect.

8. The VENDOR hereby agree and confirm to indemnify and shall keep indemnified the PURCHASERS and their heirs from and against all actions, claims, demands, charges and expenses etc. claimed as following due to the government authority in respect of Income Tax dues, Transfer Charges, any deficit of the Stamp Duty Payment, penalty or Registration Fees Payment or claimed as falling due to the Municipal or local authority pertaining to the Vasai Virar Municipal Corporation (VVMC) Property Taxes or penalty,

interest in future if necessary without any excuses payable by the VENDOR in respect of the said Flat.

9. The PURCHASERS hereby agree to abide by the bye-laws of the said Society / Developers and the rules and regulations adopted by it or which it may adopt from time to time.

10. On the payment of full and final consideration of the said Flat the PURCHASERS will be the absolute joint owners thereof with all rights of occupation and peaceful possession thereto as members of the said society and thereafter the VENDOR will have no right, title or interest whatsoever therein.

11. The VENDOR has represented to the PURCHASERS that:-

- i. His title over the said Flat is clear, absolute and marketable and also free from all the encumbrances.
- ii. That he is resident Indian and there is no proceeding pending under Income Tax Act.
- iii. The VENDOR has been in exclusive use and peaceful possession and occupation of the said Flat.
- iv. That the VENDOR has not received any notice from the Government or any other concerned authority for any acquisition or requisition of the said Flat, is not subject to any charge or any encumbrances, liabilities, lis-pendence and attachment before or after judgment and that there is no other legal proceedings pending in respect of the said Flat, nor there is any litigation or any other legal proceedings in respect of the said Flat filed or obtained the order in connection thereof in the past.
- v. On taking possession of the said Flat the PURCHASERS shall be entitled to occupy the same without any claim or interruption from the VENDOR or anybody claiming under VENDOR.
- vi. That VENDOR has paid all the dues of the society up to date and the VENDOR shall indemnify and keep indemnified the

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Amount (in Rs.)

Amount (in Rs.)

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- PURCHASERS against any claim made for any period prior to the completion of sale in respect of the said Flat.
- vii. That the VENDOR has not made or registered (and shall not hereafter make or register) any lien or assignment in regard to the said Flat and that any such liens/ assignments (if found to have been registered by them prior to the execution of this Agreement for Sale) shall hereafter, be deemed to be null, void, inoperative, cancelled and withdrawn.
12. The VENDOR is aware that relying on the representations made by the VENDOR in this present agreement the PURCHASERS have agreed to purchase the said Flat.
13. The VENDOR agrees to pay all the outstanding dues to the said Society in respect of the said Flat up to the date of handing over possession of the said Flat to the PURCHASERS and the VENDOR further undertakes that in no case the PURCHASERS shall be liable for payment of dues of the said Flat to the Society pertaining to period of possession of the VENDOR in respect of the said Flat.
14. The VENDOR hereby agrees to pay all the dues to the Vajreshwari Bldg. No.2 Co-operative Housing Society Ltd., upto \_\_\_\_\_ in his name and pay the electricity charges to MSEB in respect of Meter No. \_\_\_\_\_ with Consumer No. \_\_\_\_\_ installed in the said Flat upto \_\_\_\_\_ in his name and also pay the property tax, water charges to VVMC and if any rent, charges, taxes, assessment, outgoing and all charges and amounts due to any authority or authorities in respect of the said Flat upto \_\_\_\_\_ in their names on or before handing over the vacant and peaceful possession of the said Flat by the VENDOR to the PURCHASERS and the VENDOR hereby say and declares that the PURCHASERS shall not be liable for making payment of any dues in respect of the said Flat pertaining to the date prior to \_\_\_\_\_ and shall indemnify & keep indemnified to the PURCHASERS against the same. The VENDOR declares that he

- has paid and discharged all liabilities as aforesaid in respect of the said Flat as on the date thereof.
15. The PURCHASERS agreed to pay to the said Society / Builder and/or to the concerned competent authority regularly dues payable including periodical ground-lease rent, municipal taxes, water charges, service charges etc. in respect of the said Flat from the date of taking over possession thereof.
16. The VENDOR hereby declares and assures that VENDOR or any person claiming through VENDOR has not on or before the date of this Agreement, transferred / assigned or alienated VENDOR's interest in the said Flat and the said Shares except what is stated in the present agreement. The VENDOR hereby declares that the VENDOR or any person claiming through VENDOR has not contracted to sale the said Flat and said Shares or any part thereof to any person or persons and the VENDOR agrees, undertakes to remove all such objections or demands, if any, at VENDOR's own cost. The VENDOR declares that the said Flat and said Shares is not subject matter of litigation in any court of law or before any competent authority.
17. The VENDOR hereby declares that there is no prohibitory order by any Government and/or Local Authority or injunction by any Court restraining them handing over and/or transferring the said Flat No.306. The VENDOR further declares that no attachment has been levied on the said Flat and said Shares.
18. It is agreed by and between the Parties that the expenses for the registration, stamp duty, incidental charges shall be borne by the PURCHASERS alone and the Society transfer charges shall be borne by both the parties equally.
19. Both the parties hereby agree that upon payment of full and final consideration an application for the transfer of share certificate and the said Flat in favour of the PURCHASERS shall be made.

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**FFICE**

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NOT TRANSFERABLE

Receipt Date: 10/07/20

COUNT (Ru)

Amount (In Rs.)

Amount (Rs.)

20. The VENDOR agreed and confirms that after receipt of the balance consideration he will sign and execute the society transfer forms for transferring the membership rights in respect of the said Flat and said Shares from his name to the names of the PURCHASERS.
21. The VENDOR agree and confirms that after receipt of full and final consideration in respect of the said Flat and said Shares, he will sign and execute / register the Sale Deed, Deed of Transfer in favour of the PURCHASERS if necessary for completion the transaction in respect of the said Flat and said Shares without any monetary consideration.
22. The VENDOR declares and confirms that after receiving the payment of the full and final consideration from the PURCHASERS, the PURCHASERS will be entitled to get the electricity connection transferred in respect of the electric meters and the deposits alongwith Water & House Tax Bill/s in respect of the said Flat from the name of VENDOR to the PURCHASERS name's in the records of the concern authorities.
23. The VENDOR further declares and confirms that after receiving the payment of the full and final consideration from the PURCHASERS, the PURCHASERS will be entitled to get the Ration Card and all other usual permission being the PURCHASERS are occupy / resident of the said Flat to their names in the records of the concern authority.
24. That the VENDOR or anybody claiming through the VENDOR and/or his heirs and legal representatives shall whenever required to do so from time to time and at all times hereafter execute and sign or caused to be executed or signed all such letter, forms, applications, deeds, documents, writings and papers, affidavits, plaints, defenses in legal proceedings if any, for more perfectly securing and assuring and effectually transferring the said Flat unto the use of the PURCHASERS without claiming any extra charges,

- costs for effecting the transfer of said Flat in favour of PURCHASERS.
25. It is further agreed by and between the Parties that the VENDOR and/or his heirs / successors/ representatives shall execute, sign, all necessary forms, NOC, Undertakings, documents, deeds, agreements etc. as may be required by any concerned competent authority and said Society without claiming any extra charges, costs for effecting the transfer of the said Flat in favour of the PURCHASERS.
26. After receiving the payment of full consideration money by the VENDOR from the PURCHASERS, the PURCHASERS will have an absolute rights to jointly hold, use, occupy, possess and enjoy the said Flat and other rights and benefits in respect thereof.
27. This agreement is subject to the provision of Maharashtra Ownership Flat (Regulation of promotion of construction, sale, management and Transfer) Act, 1963 and Co-Operative Societies Act, 1960 with rules made there under.
28. All disputes and difference between the parties, hereto, shall be settled amicably. In the event of the same turning futile, the same may be referred to be resolved in the Court of Law in Mumbai having jurisdiction.
29. It is agreed by and between the parties that the contents of this Agreement for sale have been read by them and they are fully aware of this and with the satisfaction after knowing all these terms and now they are executing Agreement for sale in the presence of two witnesses.

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**OFFICE**

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NOT TRANSFERABLE

Receipt Date : 17/0

Amount (in Rs.)

Amount (in Rs.)

**THE SCHEDULE ABOVE REFERRED TO**

Residential Premises being Flat No. A/104 in \_\_\_\_\_ Wing admeasuring \_\_\_\_\_ sq. mt. Built-up area on 1<sup>st</sup> Floor, of the building known as Vajreshwari Apartment of the society known as Vajreshwari Bldg. No.2 Co-operative Housing Society Limited, situated at Phulpada Road, Virar East, Palghar - 401303 lying and being on plot of land bearing Survey No. \_\_\_\_\_ Hissa No. \_\_\_\_\_ of Village \_\_\_\_\_, Taluka - Vasai and Dist. Palghar in the Registration District of Palghar. The said building is constructed in the year \_\_\_\_\_ consisting of Ground plus 4 upper Floors and without lift facility. TOGETHER WITH 05 (Five) shares of Rs.50/- each bearing distinctive share numbers from 36 to 40 (both inclusive) under Share Certificate No.8 dated 01<sup>st</sup> August, 1997 issued by Vajreshwari Bldg. No.2 Co-operative Housing Society Limited.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day, year first herein above referred.

**SIGNED & DELIVERED**

By the within named "VENDOR"

**MR. SANJAY JAYWANT BHIDE**

In the Presence of..... )  
)  
)  
)

1)

2)

**SIGNED & DELIVERED**

by the within named "PURCHASERS"

1) MR. \_\_\_\_\_ )  
)  
)

2) MR. \_\_\_\_\_ )  
)  
)

1)

2)

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NOT TRANSFERABLE

upt Date : 10/07/200

Amount  
(In Rs.)

**RECEIPT**

RECEIVED of and from the within named **PURCHASERS** viz. 1) MR. \_\_\_\_\_ and 2) MR. \_\_\_\_\_ the sum of **Rs.6,80,000/- (Rupees Six Lakhs Eighty Thousand Only)** as part payment towards sale of rights, title and interest in the Flat No. A/104 in \_\_\_\_\_ Wing admeasuring \_\_\_\_\_ sq. mt. Built-up area on 1<sup>st</sup> Floor, of the building known as Vajreshwari Apartment of the society known as Vajreshwari Bldg. No.2 Co-operative Housing Society Limited, situated at Phulpada Road, Virar East, Palghar - 401303. The details of the payment given as below :-

Sr. No.	DATE	CHEQUE/UTR Nos.	BANK NAME & BRANCH	Amt. (Rs.)
1.				
2.				
<b>TOTAL</b>				<b>Rs.6,80,000/-</b>

**I SAY RECEIVED**

**Rs.6,80,000/-**

**MR. SANJAY JAYWANT BHIDE**

**[VENDOR]**

**WITNESSES:**

1) Name - \_\_\_\_\_ Sign - \_\_\_\_\_

2) Name - \_\_\_\_\_ Sign - \_\_\_\_\_



भारत सरकार  
GOVERNMENT OF INDIA



राजेंद्र सुरेश शेठ्ये

Rajendra Suresh Shetye

जन्म तारीख / DOB: 11/05/1977

पुरुष / MALE



4864 3480 7339

माझे आधार, माझी ओळख



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:  
बी-09, सोमिया सीद्धी चाळ, अचोले रोड,  
लोडा हेरिटेज बिल्डिंग जवळ, एम.डी रोड  
वसई, ठाणे,  
महाराष्ट्र - 401209

Date: 03/03/2017

Address:

B-09, Somiya siddhi Chawl,  
Achole road, near Lodha  
heriteg building, M.D road ,,  
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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RAJENDRA SURESH SHETYE

SURESH RAMCHANDRA SHETYE

11/01/1977

Permanent Account Number

BIRPS3097K

R. S. Shettye

Signature



04122006

