

ZMXS

Bench

Proclamation opinion

5077183

Saturday, October 31, 2015  
11:37 AM

पानवती

Original/Duplicate  
नोंदणी क्र.: 39म  
Regn.: 39M

पानवती क्र.: 7990 दिनांक: 31/10/2015

वाचपणे माव: सं. भा. पापवती  
दस्तावेजाचा अनुक्रमांक: कलन5-7183-2015  
दस्तावेजाचा प्रकार: खरेदीपत्र  
मादर करवाचपणे माव: नंदेन घालतात पोरा

नोंदणी फी ₹. 14500.00  
दरत हाताळणी फी ₹. 400.00  
पृष्ठांची संख्या: 20

एकूण: ₹. 14900.00

आपघाम मूळ दरत, संबनेल प्रिट, सूची-२ व सीडी अंदाजे  
11:55 AM ह्या वेळेस मिळेल.

  
Joint Sub Registrar Kalyan 5

बाजार मुल्य: ₹. 1449500/-  
भरलेले मुद्रांक शुल्क: ₹. 87000/-

सिंह द. नं. निवधक कल्याण - ५  
मोबदला: ₹. 1449500/-

- 1) देवकाचा प्रकार: eSBTR/SimpleReceipt रकम: ₹. 14500/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH004566493201516R दिनांक: 30/10/2015  
बँकेचे नाव व पत्ता: IDBI
- 2) देवकाचा प्रकार: By Cash रकम: ₹ 400/-

*Chandrashekar P. M.*

Home Start Valuation

Urban Non Agriculture Rates

Property Type <input type="checkbox"/> शहीर • Unit of Measurement चौ. मीटर • Mahapolika Area <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Open</td> <td>Residence</td> <td>Office</td> <td>Shop</td> <td>Industry</td> </tr> <tr> <td>23100</td> <td>53700</td> <td>69500</td> <td>63500</td> <td>69500</td> </tr> </table>	Open	Residence	Office	Shop	Industry	23100	53700	69500	63500	69500																						
Open	Residence	Office	Shop	Industry																													
23100	53700	69500	63500	69500																													
• Built Up Area 37.1609 Other Area <input type="checkbox"/> Carpet Area <input type="checkbox"/>	Sub-Zone 8/32-विकास 19व टुकडामित्तम मयुम वा पूर्वकीर भाग (पापकी भाग)																																
Depreciation 21 to 30 • Construction Type 1-अन सी सी Land Use शिवाजी मयुमि	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Open Parking</td> <td>0</td> <td>0</td> <td>38990</td> </tr> <tr> <td>Covered Parking</td> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>Terrace Attached</td> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>Terrace Above</td> <td>0</td> <td>0</td> <td></td> </tr> <tr> <td>Basement Area</td> <td></td> <td>0</td> <td></td> </tr> <tr> <td>Potmaia Area</td> <td></td> <td>0</td> <td></td> </tr> <tr> <td>Area Around</td> <td></td> <td>0</td> <td></td> </tr> <tr> <td>Ground Floor</td> <td></td> <td></td> <td></td> </tr> </table>	Open Parking	0	0	38990	Covered Parking	0	0		Terrace Attached	0	0		Terrace Above	0	0		Basement Area		0		Potmaia Area		0		Area Around		0		Ground Floor			
Open Parking	0	0	38990																														
Covered Parking	0	0																															
Terrace Attached	0	0																															
Terrace Above	0	0																															
Basement Area		0																															
Potmaia Area		0																															
Area Around		0																															
Ground Floor																																	
Big Project <input type="checkbox"/>	New Cost/Unit(Floor Cost) 38990 Rule 3-4.7 Build Land Cost 1448903.491																																
Lift Available • Yes • No Floor Number 5th Floor Or Ground •	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Build Land</td> <td>37,1609</td> <td>Area</td> <td>Total Cost</td> </tr> <tr> <td>Construction</td> <td>Depreciation</td> <td>Land Rate</td> <td>Cost/Unit</td> </tr> <tr> <td>0</td> <td>70</td> <td>0</td> <td>38990</td> </tr> </table>	Build Land	37,1609	Area	Total Cost	Construction	Depreciation	Land Rate	Cost/Unit	0	70	0	38990																				
Build Land	37,1609	Area	Total Cost																														
Construction	Depreciation	Land Rate	Cost/Unit																														
0	70	0	38990																														
Total Cost 1448903.491																																	
Back Calculate Save up Duty Print Close																																	

सह. दुय्यम त्रिधयक कल्याण-५.

क.ल.न.- ५
दस्त क्र. 9(3) 2014
2- 20



Hot Payment Successful. Your Payment Confirmation Number

62586570 . - 9



वस्तु क्र. 193/2015

2 20

CHALLAN  
MTR Form Number - 6

GRN NUMBER	MH004566493201516R	BARCODE	Form ID :	Date: 30-10-2015
Department	IGR		Payee Details	
Receipt Type	RE		Dept. ID (If Any)	
Office Name	IGR542-KLNS KALYAN 5 JOINT SUB REGISTRAR	Location	PAN No. (If Applicable)	PAN-ADMPV6868L
Year	Period: From : 30/10/2015 To : 31/03/2019		Full Name	CHANDRESH VORA
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg, Road/Street, Area /Locality	A 17 2ND FLR A WING BALKRISHINA	
0030046401-75	87000.00	Town/ City/ District	DARSHAN CHS LTD RAM NAGAR DOMBIVLI EAST Maharashtra	
0030063301-70	14500.00	PIN	4 2 1 2 0 1	
	0.00	Remarks (If Any) :		
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
Total	101500.00	Amount in words	Rupees One Lakhs One Thousand Five Hundred Only	
Payment Details: IDBI NetBanking		FOR USE IN RECEIVING BANK		
Payment ID : 75062415		Bank CIN No : 69103332015103051500		
Cheque- DD Details:		Date	30-10-2015	
Cheque- DD No.		Bank-Branch		
Name of Bank		IDBI BANK		
Name of Branch		Scroll No.		

Co. Mahendra K.

Sale deed

Date - 31/10/15

Chandresh Vora



SALE - DEED

क.ल.न.- ७	
दस्त क्र(७१३)	२०१५
३	२०

THIS DEED OF SALE of flat is made at Dombivli on this 31<sup>st</sup> day of October 2015.

BETWEEN

MR. MAHENDRA K. GALA, aged about 51 years, Indian Inhabitant, Occupation Business, residing at 403, Dhatma bhumi, Hingwala Cross Lane, Ghatkopar (E), Mumbai hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal representatives, executors and administrators).

AND

MR. CHANDRESH PRANLAL VORA, aged about 54 years, Occupation Business residing at Flat No. A/17, on 2<sup>nd</sup> Floor, A- Wing, "Balkrishna Darshan" Co-operative Housing Society, Ram Nagar, Dombivali (E) 421 201, Tal. Kalyan, Dist. Thane, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assigns);

WHEREAS The TRANSFEREE purchased the Flat No. A/17, 2<sup>nd</sup> Floor, A - Wing and admeasuring about 400 square feet (37.17 Sq.mtrs) built-up area of building known as "BALKRISHNA DARSHAN " Co-operative Housing Society, Ram Nagar, Dombivali (E) 421 201, Tal. Kalyan, Dist. Thane from MR. MAHENDRA K. GALA, vide Agreement for sale dt. 21/08/1993 but the same document is not registered. Now both the parties have decided to execute the registration of the said Flat. (more particularly described in the schedule hereinafter referred to as "the said Flat").

AND WHEREAS the transferee MR. CHANDRESH PRANLAL VORA have paid necessary stamp duty of Rs. 1780/- and penalty of Rs. 250/- under Challan No. 35 has been paid by the Transferor in State Bank of India Thane Branch on Thane and Agreement Certified by Collector of Stamps Thane U/S. 41 of the Bombay Stamp Act.1958 under their reference dated 12/11/2001

*Chandra Mahendra K.*

*Chandresh Pranlal Vora*

क.ल.न. - ५	
दस्त क ७९७३	पृष्ठ सं. २
६	२०

such is the owner of Flat No. A/17, 2<sup>nd</sup> Floor, A - Wing and measuring about 400 square feet (37.17 Sq.mtrs) built-up area of building known as "BALKRISHNA DARSILAN " Co-operative Housing Society, Ram Nagar, Dombivall (E) 421 201, Tal. Kalyan, Dist. Thane, (more particular described in the schedule hereinafter referred to as "the said Flat")

AND WHEREAS the TRANSFEROR is the member of "BALKRISHNA DARSILAN" Co-Operative Housing Society Limited, registered under No. TNA/KLN/HISG/TC/1546/1987-88, (hereinafter referred to as "the said Society") and as a member and the owner of the said Flat in the Society he was allotted Five fully-paid-up shares of Rs. 50/- each (total Rs. 250/-) the said Society bearing distinctive Nos. 146 to 150 (both inclusive) under share certificate No. 30 (hereinafter referred to as "the said Shares");

AND WHEREAS the TRANSFEROR has agreed with the TRANSFEREE for the absolute sale of the said flat hereditaments & premises in possession free from encumbrances at or for the price of Rs. 14,49,500/- (Rupees Fourteen Lacs Forty nine Thousand Five Hundred only).

AND WHEREAS the Transferees have already paid a sum of Rs. 14,49,500/- (Rupees Fourteen Lacs Forty nine Thousand Five Hundred only) and therefore they have decided to execute this Sale Deed, the same is as under :-

NOW THIS INDENTURE WITNESSETH The Transferee has already paid the Total consideration of Rs. 14,49,500/- (Rupees Fourteen Lacs Forty nine Thousand Five Hundred only) before execution of this Sale Deed to the TRANSFEROR being the full consideration money agreed to be paid as aforesaid (the receipts whereof the TRANSFEROR doth do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof for ever acquit release and discharge the Transferee), the TRANSFEROR do and each of them doth hereby grant, convey, transfer and assure unto the Transferee Flat No. A/17, 2<sup>nd</sup> Floor, A - Wing and measuring about 400 square feet (37.17 Sq.mtrs) built-up area of building known as "BALKRISHNA DARSILAN " Co-operative Housing Society, Ram Nagar, Dombivali (E) 421 201, Tal. Kalyan, Dist. Thane with the measure hereditaments and premises and more particularly described in the First Schedule hereunder written.



Chandrasekhar K.

2

Chandrasekhar K.

Scanned with CamScanner

5

क.ल.न.- ७	
दस्ता क्र. ७१७	२०१५
५	२०

1. FOR TITLE :-

Full power and absolute authority to grant convey transfer and assure the said premises hereby granted conveyed transferred and assured or intended so to be upto and to the use of TRANSFEREE in manner aforesaid.

2. FOR PEACEFUL POSSESSION OUTLET ENJOYMENT :-

And that it shall be lawful for TRANSFEREE from time to time and at all time hereinafter peaceably and quickly to hold unless upon occupy possess and to enjoy the said premises hereby granted, conveyed, transferred and assured with herein appurtenances and received the rents inures and profit thereof and of every part thereof to and or their own use benefits without any suit lawful eviction interruption claim and demand whatsoever from or by the TRANSFEROR or their successors and assigns or any of them from or by person.

3. AGAINST ENCUMBRANCES :-

And that free from and clear and freely and clearly and absolutely acquitted exaggerated release and for ever discharges or otherwise by TRANSFEROR well sufficiently saved defended keep harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever either already or hereinafter had made executed occasioned or suffered by the TRANSFEROR or by any other persons lawfully or quotably claiming or to claim by from under or in trust for them or any of them.

4. AND TRANSFEROR do as such them so far release to their own acts deeds only but not further or otherwise do the hereby covenants with the TRANSFEREE that they TRANSFEROR have not any stage time hereto for made done executed, committed or knowingly or willingly permitted suffered or been party to privy to any act deed matter or things whereby or by reason privy to any act deed matter or thing whereby or by reason privy to any act deed matter or thing whereby or by reason or means where of they are prevented in manner aforesaid or whereby or by reasons or means whereof the same or any party thereof are can shall or may be charged encumbered impeached or prejudicially affected in as to title or otherwise howsoever.

5. THE TRANSFEROR have already handed over the vacant and possession of the said flat to the TRANSFEREE before execution of the deed.

*Chandern Pr...*

*Chandern Pr...*



क.ल.न.- ५	
दस्त क. १७३	२०६५
०	२५

THE TRANSFEROR agrees that they will sign all the applications for transfer of the flat required for the recording of the said flat in the name of the TRANSFEREE,

7. THE TRANSFEROR hereby declares that they have already paid all taxes, cess, maintenance charges, water charges, electricity charges till the date of handing over the possession of the said flat and before final transfer.

8. THE TRANSFEROR are today handing over the original documents of the agreement copy, registration receipt and any other relevant documents to the TRANSFEREE before execution of this agreement for enabling the TRANSFEREE to secure the title to the said flat.

FIRST SCHEDULE OF PROPERTY

All that piece and parcel of land bearing Survey No. 67/ A, Hissa No. 5 of Mouje G.B. Patharli, Taluka Kalyan, Dist. Thane and within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, within the Registration Dist. Thane and Sub-Registration Dist. Kalyan.

SECOND SCHEDULE OF PROPERTY

Flat No. A/17, 2<sup>nd</sup> Floor, A - Wing and admeasuring about 400 square feet (37.17 Sq.mtrs) built-up area of building known as "BALKRISHNA DARSHAN " Co-operative Housing Society, Ram Nagar, Dombivall (E) 421 201, Tal. Kalyan, Dist. Thane. Ground + 4 floor without lift.:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED HIS RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the

Within named "TRANSFEROR"

MR. MAHENDRA K. GALA

in the presence of the witnesses:

1. Akhilesh V. Makashi

*Akhilesh V. Makashi*

)  
)  
) *Chandra Mahendra K*  
)  
)  
)

SIGNED AND DELIVERED by the

Within named "TRANSFEREE"

MR. CHANDRESH PRANLAL VORA

in the presence of the witnesses:

ANAN CHANDRESH VORA

)  
)  
) *Chandresh P Vora*  
)  
)  
)



*Chandresh P Vora*

6

RECEIPT

क.ल.न. - ५	
दस्ता क्र (१३)	२०१५
७	२०

Received of and from the within named TRANSFEREE MR. CHANDRESH PRANLAL VORA a sum of Rs. 14,49,500/- (Rupees Fourteen Lacs Forty nine Thousand Five Hundred only) as Full & Final payment for the transfer of the said Flat & the said Shares to be paid by them to me/us as within mentioned.

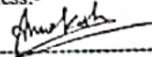
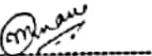
CHEQUES NO.	DATE	BANK/BRANCH	AMOUNT
	30/12/2014	Cash	10,00,000/-
	04/02/2015	Cash	4,00,000/-
	07/07/2015	Cash	49,500/-
Total Rs.			14,49,500/-
(Rupees Fourteen Lacs Forty Nine Thousand Five Hundred only)			

I Say Received Rs. 14,49,500/-

Csola Mahendra K

(MR. MAHENDRA K. GALA)  
(TRANSFEROR)

Witness:-

1. 
2. 

14/06/2015 TRANS AGREEMENT SALE DEED Chandresh Vora (Purva) Thane EYN-27 Oct &c





7

Balkrishna Dastan Co-op. Hsg. Society Ltd.  
 Director, Maharashtra  
**THE HOUSING SOCIETY LIMITED CO-OPERATIVE**

(Registered under the M. C. S. Act, 1960) (Registration No. TNA/2414/1960/TC/1)

Serial No. 30 ✓

Authorised Share Capital Rs. 40000/- Divided into 800 Shares  
 Member's Registration No. 17(A)

1546/क.स.न.-७	
Share each of Rs.	50/00MX
e/20	

**THIS IS TO CERTIFY** that Shri/Smt. MATENDRA KUMAR GALA

of DOMBIVLI is the Registered Holder of [ 5 ] Shares from No. 146 to 150 of Rs. 250/- TWO HUNDRED FIFTY ONLY in THE BALKRISHNA DASTAN CO-OPERATIVE HOUSING SOCIETY LIMITED DOMBIVLI 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 DOMBIVLI this 1st

Day of 15th Nov 1988.

Chandrabhan Dastan Chairman  
Sujeer Hon. Secretary  
[Signature] Member of the Committee



P. T. O.



क.ल.न.- ७  
 वस्त क्र ७१७ २०१५  
 १० २०

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 name of the Transferor is recorded
1	2	3	4	5
1	21-08-93	CHANDREAN P. VORA for Nal Krishna Dharma Co-op. Hsg. Society Ltd. Chairman		Committee Member
2		Hon. Secretary		Committee Member
3		Hon. Secretary		Committee Member
4		Hon. Secretary		Committee Member
5		Hon. Secretary		Committee Member





क.ल.न. ११  
 दात क्र. ११११  
 ११

Balkrishna Darshan - CHS.

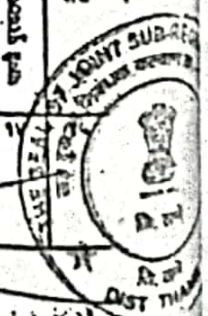
गांव ज.दा.वा.व.ली. गां. सं. क्र. ६.५.११ तालुका ठाणे

सुधारन क्रमांक	पु.स. क. का उद्दिष्ट	पु. धारणा प्रकार	पंगडदारपणे संख	खती सं.
६०५	५		विद्याथर खाणेसाठी (गैजेटिंग)	
मंतीचे तपस्वित संख.			६२२५०	
सामगरी क्षेत्र	हजार गुटे	हेक्टर आर इती	विद्याथर खाणेसाठी (गैजेटिंग)	खती सं.
			२०००	६
			२०००	
पं. स. सामगरी क्षेत्र महसुली	वर्ग (अ)			
	वर्ग (ब)			
अड्डारणी				
जुती अड्डा विरोध अड्डारणी				

सात अधिकार प्राप्त जाणविले  
 वस्तु आहे.

गां. सं. क्र. १२ (विद्यपी संद सही)

क्र.	इंग्रज	विद्यपीतील क्षेत्र									पतीत व विद्यपी निरपयोगी असा अतिरिक्त तपस्वित	पतीत व विद्यपी निरपयोगी असा अतिरिक्त तपस्वित	पतीत व विद्यपी निरपयोगी असा अतिरिक्त तपस्वित
		विद्यपी विद्यपी			पटल विद्यपी व इतर विद्यपी			विद्यपी विद्यपी					
		विद्यपी	विद्यपी	विद्यपी	विद्यपी	विद्यपी	विद्यपी	विद्यपी	विद्यपी	विद्यपी			
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४
		६.५.११	६.५.११		६.५.११	६.५.११		६.५.११	६.५.११		६.५.११	६.५.११	६.५.११



असला वस्तुधर पती वस्तुधर हजु आहे

गा.सं. क्र. ०१११/१०३

११/११/११





डोंबिवली नगरपालिका परिषद  
DOMBIVLI MUNICIPAL COUNCIL

क.ल.न.- ५

Ref. No. 12409 dt. 17/8/73

१८, २०

Shri Vidyadhar Ramakant Kenjalkar  
595/11, Irani Bldg., 2 Gros.  
Pipe Line Road  
Kurla, Bombay.

Office of the Municipal Council  
Dombivli.  
Date 20-1-81

Sub : No Objection letter in connection with  
the proposed building on S.No. 67A,  
H.No. 5, Ft. of G. B. Patwarli, Tal.  
Kalyan, Dist : Thane.

Ref : Plans approved under No. 12409 dt. 17/8/73.

Dear Sir,

In view of the State Government's directives issued under  
Urban Development and Public Health Department Circular  
dated 12th July, 1978, Dombivli Municipal Council has no  
objection for completion of the entire building work  
strictly as per building permission No. 12409 dated 17/8/73.

Yours faithfully,

*Point*  
Chief Officer  
Dombivli Municipal Council.





*Handwritten signature*

क.ल.न.- ७	
दस्ता क्र ७१३	२०१५
१७	२०



*Handwritten signature*



*Geeta Mahandra*



*Handwritten signature*





# AGREEMENT FOR SALE

This ARTICLE OF AGREEMENT made at Dombivli this 29<sup>th</sup> day of August, 1986 BETWEEN M/s. Kanjibhai N. Nakrani Bros., a registered firm doing business at Chandra Rashmi, R. B. Mehta Marg, Ghatkopar (E), Bombay-400 077, through its partners, Shri Kanji Nanji Patel, aged about 59 years, Shri Bhimji Nanji Patel, aged about 53 years and Shri Laxman Nanji Patel, aged about 48 years, occupation, business, residing at Chandra Rashmi, R. B. Mehta Marg, Ghatkopar (E), Bombay-400 077, hereinafter called "THE BUILDERS" (which expression shall wherever the context so requires, mean and include its survivors, heirs, administrators, executors and assigns) of the FIRST PART.

AND

..... Mr. Mahendra S. Kale .....

Occupation Business aged about .....

years, residing at Sangita, No. 1, 2nd Floor, Room No. 3,

Shri. Handi Road, Dombivli hereinafter referred to as

"THE PURCHASER" (which expression shall wherever the context so requires, mean and include his/her/their survivors, heirs, executors and assigns) of the SECOND PART.

2. WHEREAS (1) Shri Vidyadhar Ramakant Kenjalkar, (2) Shri Haresh Ramakant Kenjalkar, (3) Shri Keshav Ramakant Kenjalkar and (4) Shri Dyaneshwar Ramakant Kenjalkar of Kurla, Bombay, owned and possessed and are very well and sufficiently entitled to all that piece and parcel of N.A. and freehold land situated at G.B. Patharli within the limits of Dombivli Division of Kalyan Municipal Corporation, bearing Survey No. 67-A, Hissa No. 5 (City Survey Nos. 7912 to 7924) admeasuring about 1322 Sq. yds. (equivalent to 1105 Sq. metres) and more particularly described in Schedule written hereunder AND WHEREAS the said Shri Vidyadhar Ramakant Kenjalkar and 3 others by an Agreement of Sale dated 22nd March 1985 have agreed to sell the said property to Shri V. R. Kale of Dombivli AND WHEREAS the said owners had delivered physical possession in favour of the said purchaser in part performance of the Contract AND WHEREAS Shri V. R. Kale, by an Agreement of Sale and Development dated 7-10-1985 have agreed to sell the same property to the BUILDERS AND WHEREAS Shri V. R. Kale has also delivered the physical possession of the said property unto the BUILDERS in part performance of the Contract.

3. WHEREAS the necessary permissions for the development of the said property have been obtained and WHEREAS the building plans in respect of the said land are sanctioned by the Dombivli Municipal Council and permission in respect of the said land has been issued in favour of the owner in respect of the said plots or land AND WHEREAS the party of the FIRST PART have started the development of their proposed building known as "BALKRISHNA APARTMENT" and WHEREAS the Party of the FIRST PART have made much progress in the said construction and WHEREAS the Party of the FIRST PART intends to dispose of the said building under construction after its completion together with the said land unto a Co-operative housing society of all the prospective occupants of the proposed building as aforesaid.

MA B



4. AND WHEREAS the Purchaser showed his willingness to Purchase the Flat/Shop No. 17... on 2<sup>nd</sup> floor in Building ... for a consideration of Rs. 8,715/- (Rs. Eighty Seven thousand one hundred and fifty only) hereinafter referred to as the 'Said premises' and WHEREAS the Party of the FIRST PART has accepted the said offer made by the Purchaser and WHEREAS the Party of the FIRST PART is making separate agreements with the several other persons and parties in respect of sale of flats/shops in the said building.

5. NOW THIS AGREEMENT witnesseth the conditions hereinafter mentioned and agreed to as binding on both the parties :

(1) The Party of the FIRST PART has agreed to purchase the property (which is more particularly described in the Schedule attached herewith) by an Agreement to Purchase as aforesaid and the Party of the FIRST PART has also secured the permissions for development and construction of the same from Dombivli Municipal Council. The Party of the FIRST PART has also secured the necessary N.A. permission from the Revenue Authorities. The Party of the FIRST PART has also started construction (ground and upper four floors) in pursuance of the aforesaid permission.

(2) That the Party of the SECOND PART has also taken inspection of the title deeds of the property and has satisfied for himself about the marketability of the title to the said property and has accepted the title free from all encumbrance and attachments.

(3) That the Party of the SECOND PART has agreed to take and/or

acquire Flat/Shop No. 17... on 2<sup>nd</sup> floor of the said building for the price of Rs. 8,715/- (Rupees Eighty Seven thousand one hundred and fifty only.)

#### MODE OF PAYMENT

- Rs. 2,10,000/- Earnest money or deposit at the time of execution of this Agreement.
- Rs. 8,000/- on the completion upto plinth.
- Rs. 8,000/- at the time of First Slab Casting.
- Rs. 7,500/- at the time of Second Slab Casting.
- Rs. 7,000/- at the time of Third Slab Casting.
- Rs. 7,000/- at the time of Fourth Slab Casting.
- Rs. 7,000/- at the time of Fifth Slab Casting.
- Rs. 6,000/- at the time of bricks Masonry works completed outside.
- Rs. 6,000/- at the time of Bricks Masonry work completed inside.
- Rs. 6,000/- at the time of completion of plaster.
- Rs. 3,650/- at the time of possession.

The Purchaser will not be entitled to physical and actual possession of the said premises unless he pays the entire price to the BUILDERS stated as before.

It is hereby expressly agreed that in the time of the payment of each of the aforesaid installments if the purchaser is making any default in payment of any one of the installments of the purchase price, the party of the FIRST PART will be entitled to terminate this Agreement and in that event to forfeit Earnest

Money (paid by the purchase as installments of the Purchase price hereunto) and to sell the flat/shop agreed to be sold to the Purchaser to any other party as the party of the FIRST PART may determine and the Purchaser will have no right whatsoever on such flat/shop.

- (4) That when the flat/shop is ready for the possession the Party of the SECOND PART will take possession of the flat/shop immediately on making balance payment and Co-op. Housing Society will be registered after completion of the entire buildings.
- (5) That the party of the SECOND PART shall whenever required become member/share-holder constituent as the case may be, of the proposed Co-operative Housing Society or any other Corporate Body of the prospective occupants of the said building.
- (6) That the party of the SECOND PART shall strictly comply with and follow the legal provisions relating to the formation and conduct of Co-operative Housing Society or other Corporate Body and that the Party of the FIRST PART shall in no way be responsible for any errors of commission or commissions in respect thereof.
- (7) That in case of the Party of the SECOND PART refusing or avoiding to become member/share-holder constituent in a Co-operative Housing Society or Corporate Body, the party of the FIRST PART shall ipso facto become entitled to possession of the block by the Party of the SECOND PART and to treat the purchase money received till then, as by way of damages for breach of contract by the party of the SECOND PART and to dispose of the block taken or in his (Builder) full and unfettered discretion. The remaining purchasers willing to form and enter into a Co-operative Housing Society or a Corporate Body, shall however be entitled to a sale deed in favour of the Society or a Corporate Body formed by them and to execute all other rights then existing.
- (8) That nothing contained in these presents shall be construed as a grant in Law of the said premises and the same shall take place upon the transfer by the builder by a conveyance to the Co-operative Housing Society or a corporate Body to be formed by all the purchasers of the different flats/shops in the said building.
- (9) Until such time as a transfer of the buildings is executed in favour of the Co-operative Housing Society or a Corporate body of all the purchasers as aforesaid, the party of the SECOND PART agrees to abide by all the rules as formed as per this Agreement and generally to do all and every reasonable act that the party of the FIRST PART may call upon the party of the SECOND PART to do in the interest of the said property as Flat/Shop Holder.
- (10) The party of the SECOND PART agrees to pay a sum of Rs. 251/- (Rupees Two Hundred Fifty One only) on or before taking possession of the flat/shops i.e. 250/- (Rupees Two Hundred and Fifty only) as a deposit towards the share capital and Re. 1/- as an entrance fee of the Co-operative Housing Society or other Corporate Body to be formed as hereinafter stated.



4

(11) A sum of Rs. 2000/- (Rupees Two Thousand only) for one room and Kitchen and/or a sum of Rs. 2500/- (Rupees Two Thousand Five Hundred only) for Two Room Kitchen Rs. 3000/- (Rupees Three Thousand only) for Three Room Kitchen and/or a sum of Rs. 5000/- (Rupees Five Thousand only) for a shop/flat to be paid as a Security deposit at the time of execution of this Agreement, will remain with the builders without interest for payment due by the Purchaser of his/her proportionate share in all outgoings as mentioned hereinafter. All the deposits shall be transferred by the Builders only after conveyance deed to the Co-operative Housing Society or Limited Company or Association of Persons and/or condonees shall be formed as hereinafter mentioned and the builders shall be entitled to deduct the amount if any, for the time being due and payable by the Purchaser towards his/her proportionate share of outgoings as mentioned hereinafter.

(12) That the party of the SECOND PART has agreed and bound himself to pay his proportionate share on the basis of the Municipal Assessment of the said premises in the building, his proportionate share in all taxes, rates, impositions, outgoings and burden at any time hereinafter assessed or imposed upon the said property or upon the owners, occupiers thereof by the Municipality or Revenue Authorities in respect of the said building, or the users thereof payable either by the Purchaser, owner or occupiers and shall also pay his/her proportionate share of all outgoings in respect of the said premises, taxes, charges of Chowkidars, sweepers, maintenance and repairs of the buildings and all other expenses necessary and incidental to the premises every month.

(13) That on giving the possession by the party of the FIRST PART to the party of the SECOND PART, he shall have no complaint whatsoever against the seller as to any item of work or amenities provided inside the said premises, quality of work and material etc. in the said premises and the building. The seller shall not be responsible to maintain or repair defects, if any arising inside the said premises or in the building before or after Corporate body or Co-op. Housing Society is formed, but the representatives of all the Purchasers or the Managing Committee (as the case may be) will take charges of the maintenance and/or repairs of the building and the said premises.

(14) The Builders shall have a right until the execution of the conveyance in favour of the proposed society to make additions or put up additional structures and storeys on the said buildings which shall be property of the builder and the builders will be entitled to dispose of the same in such a manner as they deem fit and the purchasers shall have no objection whatsoever against the same. If any additional built up area is available to the builders before or after the execution of the conveyance in favour of the proposed society, the builders shall be entitled to utilise the same and also to sell and dispose of the premises that may be constructed by utilising such additional built up area, irrespective of the fact that the premises and/or the Management of the said building has been handed over or taken over by the Co-operative Society or ad-hoc Committee or any other body of such purchase.

(15) Provided that the Party of the FIRST PART does not in any way affect or prejudice the rights hereby granted in favour of

19

- (11) A sum of Rs. 2000/- (Rupees Two Thousand only) for one room and Kitchen and/or a sum of Rs. 2500/- (Rupees Two Thousand Five Hundred only) for Two Room Kitchen Rs. 3000/- (Rupees Three Thousand only) for Three Room Kitchen and/or a sum of Rs. 5000/- (Rupees Five Thousand only) for a shop/gala to be paid as a Security deposit at the time of execution of this Agreement, will remain with the builders without interest for payment due by the Purchaser of his/her proportionate share in all outgoings as mentioned hereinafter. All the deposits shall be transferred by the Builders only after conveyance deed to the Co-operative Housing Society or Limited Company or Association of Persons and/or condominium to be formed as hereinafter mentioned and the builders shall be entitled to deduct the amount if any, for the time being due and payable by the Purchaser towards his/her proportionate share of outgoings as mentioned hereinafter.
- (12) That the party of the SECOND PART has agreed and bound himself to pay his proportionate share on the basis of the Municipal Assessment of the said premises in the building, his proportionate share in all taxes, rates, impositions, outgoings and burden at any time hereinafter assessed or imposed upon the said property or upon the owners, occupiers thereof by the Municipality or Revenue Authorities in respect of the said building, or the users thereof payable either by the Purchaser, owner or occupiers and shall also pay his/her proportionate share of all outgoings in respect of the said premises, taxes, charges of Chowkidars, sweepers, maintenance and repairs of the buildings and all other expenses necessary and incidental to the premises every month.
- (13) That on giving the possession by the party of the FIRST PART to the party of the SECOND PART, he shall have no complaint whatsoever against the seller as to any item of work or amenities provided inside the said premises, quality of work and material etc. in the said premises and the building. The seller shall not be responsible to maintain or repair defects, if any arising inside the said premises or in the building before or after Corporate body or Co-op. Housing Society is formed, but the representatives of all the Purchasers or the Managing Committee (as the case may be) will take charges of the maintenance and/or repairs of the building and the said premises.
- (14) The Builders shall have a right until the execution of the conveyance in favour of the proposed society to make additions or put up additional structures and storeys on the said buildings which shall be property of the builder and the builders will be entitled to dispose of the same in such a manner as they deem fit and the purchasers shall have no objection whatsoever against the same. If any additional built up area is available to the builders before or after the execution of the conveyance in favour of the proposed society, the builders shall be entitled to utilise the same and also to sell and dispose of the premises that may be constructed by utilising such additional built up area, Irrespective of the fact that the premises and/or the Management of the said building has been handed over or taken over by the Co-operative Society or ad-hoc Committee or any other body of such purchase.
- (15) Provided that the Party of the FIRST PART does not in any way affect or prejudice the rights hereby granted in favour of

the party of the SECOND PART in respect of the said premises agreed to be purchased by the party of the SECOND PART, the party of the FIRST PART shall be at liberty to sell, assign or otherwise deal with or dispose of his right, title and interest in the said plot and building constructed thereof.

- (16) The Party of the SECOND PART shall from the date of receipt by him or the notice from the party of the FIRST PART to take possession of the said premises, regularly pay every month Rs. 100/- or more for proportionate share of Municipal taxes and water charges, sweepers, watchmen, all out-goings, educational cess, maintenance charges, N. A. assessment and any other expenses mentioned hereinabove, so long as such flat in the said building shall not be separately assessed for Municipal charges and water charges.
- (17) The Party of the FIRST PART hereby agrees that in the event of any amount to be paid by way of premium to the Municipality or to the State Government or betterment charges or development charges or any other tax or Municipal assessment charges or water charges or payment of any nature becoming payable by the Party of the FIRST PART, the same shall be reimbursed by the Party of the SECOND PART and in determining the amount payable by each flat/shops holder, the decision of the party of the FIRST PART shall be conclusive and binding on the Party of the SECOND PART.
- (18) In case, the party of the SECOND PART commits defaults in payment of any of the amount payable under this Agreement by him and in case the party of the FIRST PART is required to pay the same out of the amount of deposit mentioned in Clause 11 of this Agreement and in case such deposit amount is wiped off and in case the defaulted amount exceeds the deposit amount, the party of the FIRST PART is entitled to stop the supply of water and electricity of the Party of the SECOND PART without prejudice to his other legal rights/and remedies.
- (19) Without prejudice to the above and Builders' other rights under this Agreement and/or in law, the purchaser shall be liable to pay to the Builders interest at the rate of 21% per annum on all amounts due under this Agreement on such amount remaining unpaid for seven days or more after becoming due.
- (20) The Party of the SECOND PART is hereby not authorised to let, sub-let, sell, transfer, convey, charge or in any way encumber or deal or dispose of the said premises or assign under let or part with his interest or the benefits of this Agreement or any part thereof.
- (21) The Party of the SECOND PART shall permit the party of the FIRST PART or his agent with or without workmen at all reasonable times to enter into or upon the said premises on justified occasions.
- (22) The Party of the SECOND PART shall not use the said premises or permit the same to be used for any purpose whatsoever other than as private dwelling house, or for any other purpose which may or is likely to cause nuisance or annoyance to occupiers of the other flats, apartments in the building or the owners or occupiers of the neighbouring properties and for any illegal or immoral purpose.

- (23) That all the letters and/or notices issued by the party of the FIRST PART despatched Under Certificate of Posting on the address given to him by the party of the SECOND PART will be sufficient to the Builders.
- (24) All costs, charges, expenses and stamp duty, Advocate's fees, Registration charges, and any new Taxes in connection with the Deed of Conveyance or any other documents required to be executed by the party of the FIRST PART or by the Party of the SECOND PART shall be borne proportionately by all the flats/shops holders only in the said building. The party of the FIRST PART shall not contribute anything towards such expenses.
- (25) The Party of the SECOND PART agrees to be bound and shall be bound to do all acts and things and sign and execute all documents and papers as the party of the FIRST PART may require the party of the SECOND PART to do and execute from time to time as shall be incidental to the carrying out of the performance of the terms of this Agreement and for safeguarding the interest of the builder and other purchasers of the flats/shops. It is also agreed that the Party of the SECOND PART whenever called upon by the party of the FIRST PART, shall execute any declaration or undertaking that the Municipality or any other local or public authority may require in respect of the flats/shops or any part thereof.
- (26) That proportionate share of taxes to be paid to the Government or to the Municipality Council, so also electricity, water and other charges shall be regularly paid monthly by the party of the SECOND PART in Co-operation with the other purchasers. In case any breach of any terms and conditions of this Agreement is committed by the party of the SECOND PART, the party of the FIRST PART shall be entitled to treat this Agreement as cancelled and to pursue remedies provided in para 7 above.
- (27) The Party of the FIRST PART hereby agrees to produce the necessary permission from the Competent Authority under Section 26/27 of the Urban Land (Ceiling and Regulations) Act, 1976 in respect of the said premises before the conveyance is executed in favour of the Co-operative Housing Society of the Purchasers of all the flats/shops in the Building.
- (28) The Builder is at liberty to sell any floor to a Purchaser like, Bank, Offices, Shop, Nursing Home etc. and the Party of the SECOND PART shall not have any objection to such sale.
- (29) Further the flat/shops purchaser will have no right to the open spaces in the compound of the said property till the conveyance of the said property is given in favour of the proposed society and the flat/shops purchaser shall not object to any material of the builder lying therein. The flat/shop purchaser will not be entitled to question or object to any construction in the property purchased or agreed to be purchased by the builder in respect of which the plans have been sanctioned by the Dombivli Municipal Council.
- (30) The Flat/Shops Purchaser agrees to pay deposit and expenses of Maharashtra Electricity Board and K.M.C. or any other charges will be made from the security deposit which is re-

quired to be made by the flat/shops purchaser for the benefit or utility of the flat/shops then the same shall be paid by the flat/shops purchaser, that shall not be hereafter open to the flat/shops purchaser to dispute the title of the Builders to the said land and buildings thereof.

- (31) Advocates of the Builders shall prepare and/or approve as the case may be the conveyance and all other documents to be executed in pursuance of this Agreement as also the Bye-Laws or the Memorandum of Association in connection with the formation, registration, and/or incorporation of the Co-operative Society or the Limited Company or Association of Persons, as the case may be. Their fees shall be paid by Co-operative Society or Association of Persons or the Limited Company as the case may be. All costs, charges and expenses including stamp duty, registration charges and other expenses of this Agreement and in connection with the registration and preparation of Co-operative Housing Society or the Limited Company or Association of Persons as the case may be, will be borne and paid by the Flat/Shops Owners.
- (32) Herto annexed and marked 'A' is a copy of certificate of title of the Builders issued by Shri Y. M. Vaidya, Advocate, for the Builders.
- (33) The Flat/Shops owner shall pay brokerage on the purchase price to the Broker/Agent at the time of execution of this Agreement.

#### SCHEDULE REFERRED TO ABOVE

All the piece or parcel of N.A. and Free hold land situate at Village G. B. Patharli, Taluka Kalyan, Dist. Thane, within the limits of Dombivli Division of Kalyan Municipal Corporaton, Taluka Kalyan, District Thane and bearing.

Survey No.	Hissa No.	Area of Plot	CTS No.
67-A	5	1322 Sq. Yards (1105 Sq./mtrs.)	7912 to 7924

and bounded as follows : —

on or towards East : C. T. S. No. 7910  
on or towards West : C. T. S. No. 7980  
on or towards South : Public Road  
on or towards North : C. T. S. Nos. 7925 and 7927

#### AMENITIES

##### BUILDING :

Building structure shall be of R.C.C. Frame and Brick Masonry work.

##### DOORS & WINDOWS :

All the outside doors and windows frames shall of 4" x 2½" while all the inside doors frames shall be of 4" x 2½" without ventilations. Doors shutters shall be of Novateak panel type or flush type and shall be oil painted on

both sides. Inside doors shall have aluminium 8" Tadi fitted to its outer side one 6" Tower bolt from inside except main doors and Bath and W.C. doors will have one aluminium handle and one 6" tower bolt on both the sides. Main entrance door of each flat shall be of Panel type and polished on its outer side and oil painted inside, with one safety chain, one peep-hole, one aldrop, lock on front side and one 8" Tadi and one 6" tower bolt inside and 5" handle on both sides, 3 Hinges and Kadi and Screws which shall be of steel and all other fittings shall be of aluminium.

All the windows shall be of wooden and shall have steel Kadis, Screws and hinges, one 4" handle and 2 Nos. 4" lower bolts of aluminium. All the windows shall be oil-painted on both sides. Indian ground glass and bars for bath and W.Cs windows.

#### BATH & W.C. :

Flooring shall be of Tandur polished tiles in Bath room and 3'-0" height white glazed tiles Dado of B.P.T. Brand white W.C. shall have 1'-6" height same tiles Dado W.C. shall be of Indian Type and one shower in Both. White glazed tiles shall be fitted on the floor of W.C.

#### R.C.C. LOFTS :

R.C.C. Lofts will be provided on bath and one 10" wide R.C.C. shelf in Kitchen.

#### KITCHEN :

Flooring of rooms, Kitchen, passage and balconies shall be of Grey Mosaic Tiles and 5" skirting in all rooms and Kitchen. A cooking platform will be provided of Kadapa stones with a paniara. The wall around the platform will be provided with two line of white tiles in the Kitchen.

#### PLUMBING :

One indirect tap shall be provided in the Kitchen, bath, W.C. and each flat will have a wash basin.

#### ELECTRICITY :

Open wiring throughout and main in conduit pipe will be provided. Each flat/shops shall have points as below :

##### HALL :

1 Fan point, 1 light point, and 1 light plug.

##### KITCHEN :

1 light point, 1 light plug and 1 power plug.

##### BED ROOM :

1 light point, 1 fan point, 1 light plug and 1 power plug.

##### BATH AND W.C.

1 light point in each bath and W.C. (one power plug in Bath).

##### BALCONY AND PASSAGE :

One light point on each landing of staircase in the front of the main doors and one light point on the main entrance of the building shall be provided. Each flat shall have one bell point and separate meter. Staircase shall have separate meter. In case domestic power is



delayed or is not granted or is refused by the authorities, builders shall not be responsible for the same.

SHOP :

1 light point, 1 fan point and 1 light plug.

We will provide all the above mentioned points and complete the same according to the regulations of D.M.C. and M.S.E.B.

STAIRCASE :

Staircase shall be R.C.C. structure with mosaic or Kadapa tappa; wooden hand rail will be provided.

TERRACE :

Flooring shall be of Cement flooring or Mozaic pieces.

COLOUR :

The whole building shall have three coats of lime colour wash inside and Snowcem outside of the building.

59



IN WITNESS WHEREOF the party of the FIRST PART and the Party of the SECOND PART have respectively signed hereupto on the day and year hereinabove written.

SIGNED AND DELIVERED by the withinnamed M/s. KANJIBHAI N. NAKRANI BROS.

in the presence of \_\_\_\_\_

*[Signature]*

SIGNED AND DELIVERED by the withinnamed Ms. GATA MAHENDRA KUMARI

Purchaser in the presence of \_\_\_\_\_

*[Signature]*  
S. K. Patel.

*[Signature]*  
Gata Mahendra Kumari

RECEIVED the day and year first herein above written from the withinnamed Flat Purchaser a sum of Rs 30000/- (Rupees Thirty thousand only only) as and by way of \_\_\_\_\_

earnest or deposit to be paid by him/her/ them to us. by cheque on Union Bank of India  
C/N 015841

Witnesses.

*[Signature]*  
S. K. Patel.

WE SAY RECEIVED

for KANJIBHAI N. NAKRANI BROS.

*[Signature]*

PARTNER

यशवंत मो. वैद्य

सी. ए. एल. एल. सी.  
भंडवोकेट हायकोर्ट

कुलकर्णी यीश्वरिंग,  
टीळकनगर पोस्टाजळ,  
डोंबिवली (पूर्व) ४२१२०१  
दिनांक : ८-१०-१९८५

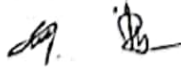
TITLE CERTIFICATE  
TO WHOMSOEVER IT MAY CONCERN

Shri Vidyadhar Ramakant Kenjalkar and 3 others Kurla .. Vendor.  
TO  
Shri Vithal Ramchandra Kale, Dombivli .. .. 1st Purchaser  
TO  
M/s. Kanjibhai N. Nakrani Bros., Ghatkopar .. .. 2nd Purchaser

THIS IS TO CERTIFY that after investigations in the records of the Sub-Registrar, Kalyan, the Revenue Records and the Court Records and after perusal of the relevant documents of title, the property consisting of a piece or parcel of N.A. Land admeasuring 1,322 Sq. Yds. (1,105 Sq. Metres), bearing Survey No. 67-A, Hissa No. 5 (City Survey Nos. 7912 to 7924) with a structure bearing Municipal House No. C-35, situate lying and being at Gaja Bandhan Patharli, within the limits of Dombivli Division of Kalyan Municipal Corporation, Taluka Kalyan, District Thane, owned and possessed by Shri Vidyadhar Ramakant Kenjalkar, Shri Haresh Ramakant Kenjalkar, Shri Keshav Ramakant Kenjalkar and Shri Dyaneshwar Ramakant Kenjalkar, is free from any encumbrances, attachments and claims whatsoever, and the owners Shri Vidyadhar Ramakant Kenjalkar and 3 others have a clear and marketable title, and free from reasonable doubts.

Dombivli,  
Dated : 8th Oct., 1985.

Sd/-  
(Y. M. VAIDYA)  
Advocate



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	4	5
1	21-08-93	CHANDRESH P. VORA For Malkrishna Darshan Co-op. Hsg. Society Ltd. Chairman		Committee Member
2	Kala Kanti Galla. Chairman	Mukti Chandresh Vora For Balkrishna Darshan Co-op. Hsg. Soc. Ltd. SR Naydu Secretary Hon. Secretary	Transfers on Account of death of Chandresh P Vora	Committee Member
3	Chairman	Hon. Secretary		Committee Member
4	Chairman	Hon. Secretary		Committee Member
5	Chairman	Hon. Secretary		Committee Member

To,

15/07/2021.

Secretary,

Balkrishna Darshan CHS,

Ramnagar, Dombivli (E).

Sub - Transfer of Share Certificate in name  
of me i.e. Mrs. Mukti Chandresh Vora.

Dear Committee Members,

Myself Mukti Chandresh Vora, wife of late  
Shri. Chandresh Prantla Vora, request society to transfer  
share certificate in my name.

All the related documents for the same  
are attached along with.

Regards.

Mukti. C. Vora

Mukti. C. Vora

reed

Ⓢ

16/7/21