

A Project by



6) Aslam A. Sorathia

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मजला <u>उ०६.59 मि. Curpet</u> अपारमेन्ट	- 3705 Pl
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सरकारी बाजार भाव 2-77, 8-70 = 100 (100 a)	
एकूण लावलेली मुद्रांक भुल्क 4250/	

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D- 3964

23) & 2000

Real Price: 3,00,000/1= Govt. Price : 2,77,870/-/=

Articles of Agreement is made and entered at Nalasopara /Virar, on this ISH day of June in the Christian year One Thousand, Nine hundred, Ninety Six/Seven/ 2000 1-M/s Aslam A. Sorathia, Proprietor having its office at William its office at will be in the control of the contro Noor, Acholle Road, Nalasopara(E) Taluka Vasai, District Thane, hereinafter called "THE BUILDERS" (which expression shaff unless it be repugnant to the context or meaning thereof be deemed to include the Partner of Partner the time being of the said firm, their survivor or survivors or the heirs, executors, administrato assigns of the others heirs of the FIRST PART

Mmiss FAtema, Mansurali, Jauracoula SHRI/MRS./SMT. @ MIS. Julekha, Mansorali Javanwala Adult, residing at mohiddin Manzil 18+ F100R

P. NO 12, Achole Rd. Nalla Supera (E) 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 Deed of Conveyance dated 14th November 1995, entered A) into between Smt Vithabai Hiraji Patil & Others (therein called "THE VENDOR") of the First Part and M/s. Aslam A. Sorathia Proprietor Mohamed Aslam Adam Sorathia (therein called "The Purchaser") of the Second Part and hereinafter called "The Builders". Smt. Vithabai Hiraji & Others has agreed to sell the Land bearing/ Survey No.141 (112)Part, admeasuring 1890 Square metres assessed at Rs.18.90 paise lying, being and situated at Village Acholle, within Limits, of Nalasopara Municipal Council Taluka Vasai, district Thane, within the area of Sub-Registrar at Vasai,-2 (Virar) hereinafter called "The said Land" to Aslam A. Sorathia, on the terms and conditions mentioned in the said agreement.

B) The development permission is granted to construct the only residential building, line on the said land by the City and Industrial Development Corporation of Maharashtra Ltd., vide his letter bearing No.CIDCO/VVSR/BP 1479/E/6750/ Dated: 27/06/1996.

C) The Commencement Certificate as required Under Section 45 of the Maharashtra Regional and Town Planing Act, 1966 is also granted by the city and Industrial Development Corporation of Maharashtra Ltd., vide letter No.CIDCO / 1479/ E/ 6750 Dated: 27/06/1996.

- D) The Builders have obtained permission from competent authority in respect of the plan thereof and have commenced construction work of the building having self contained tenements.
- E) 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 occupants of the other premises in the said plot of land shall form a Co-operative Society or Limited Company the said plot of land together with the building thereon will be conveyed as herein provided.
- F) 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.
- G) The builder have engaged the service of an Architect MR.A.M.FAROZ registered with the Council of Architect and as a structural engineer for preparation of the structural drawings of the building and the builders accept the professional supervision of the architect and structural engineer till the completion of the building.

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H) 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 MR. A.M. FAROZ and of such other documents as 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.

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I) 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, AGREEMENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) The Builders shall construct the said building on the said plot of 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.

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builders and the builders hereby agrees to sell to the flat purchaser/s
One Flat bearing No. 406 Wing No. — of Built Up area admeasuring

308 Square feet, (which is inclusive of the area of balconies) on

44 the floor as shown in the floor plan thereof hereto annexed and
marked annexures 'E' in the Building know as "WADI-E-NOOR
(hereinafter referred to as "The flat") for the price of Rs. 3100, 500/

2)

The flat purchaser/s hereby agree to purchase from the

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Three lack 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.

or Rs. 3, ov orn (Rupees consideration lack only \_\_\_ ) shall payable in the following manner :-

- Rs. 3, who /\_/- on booking of the flat.
- Rs.\_\_\_\_\_/- on or before completion of plinth.
- Rs. 97,000/1- on or before completion of 1st slab. c)
- Rs.\_\_\_\_\_/- on or before completion of 2nd slab... d)
- Rs. 1, 10, 100//- on or before completion of 3rd slab. e)
- Rs.\_\_\_\_\_/- on or before completion of 4th slab. f)
- Rs.\_\_\_\_\_/- on or before completion of 5th slab. g)
- Rs. So, vro/-/- on or before completion of plaster (Internal h) and External).

Rs.\_\_\_\_\_/- on before completion of sanitary fitting and plumbing.

- Rs.\_\_\_\_\_/- on or before completion of tilling & Electricity j) work's of the said building.
- Rs. <u>So, wo/</u>- remaining at the time of possession of the said k) flat.

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The Builders hereby agree 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 purchaser/s, obtained from the concerned local authority occupation and/or completion certificate in respect of the flat.

5) The Builders hereby declare that the floor Space Index available in respect of the said land is 1890 square metres only and that no part of the said Floor Space Index has been utilised by the builders elsewhere for any purpose whatsoever.

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6) The flat purchaser/s agrees to pay to the builders penalty 10 (Ten) percent per annum on all the amounts which become due and payable by the flat purchaser/s to the builders under the terms of this agreement from the date of the said amount is payable by the flat purchaser/s to the builders.

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On the flat purchaser/s committing default in payment on due date of any amount due and payable by the flat purchaser/s to the builders under this agreement (including his/her proportionate share of taxes livied by concerned local authority and other outgoing) and on the flat purchasers committing breach of any of the terms and conditions herein contained, the builders shall be entitled at his/her own option to terminate this agreement,

PROVIDED always that the Power of termination herein before contained shall not exercised by the builders unless and until the builders shall have given to the flat purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breached of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the flat purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as: aforesaid, the builders shall refund to the flat purchaser/s the instalment's of sale price of the flat which may till have been paid by

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refunded and upon termination of this agreement an refund of aforesaid amount by the builders, the builders shall be at liberty to dispose off and sell the flat to such person and at such price as the builders may in their absolute discretion think fit.

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8) The fixture, 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.

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The builders shall given possession of the premises to the flat purchaser's on or before \_\_\_ day of 199 \_If the builders fails or neglects to give possession of the flat to the flat 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, 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 purchaser's the amounts already received by him/them in respectiof the flat with simple interest at nine percent, 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 dispute 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 in refunded by the builders to the flat 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 are situated or were to be situated.

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PROVIDED that the builders shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which that flat is to be situated is delayed on account of,

- i) Non-Availability of steel, cement, other building material, water or electricity supply.
- ii) War, Civil Commotion or act of God.
- iii) Any notice, order rule, notification of the Government and/or other public or competent authority.

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10) The flat purchaser's shall take possession of the flat within 7 days of of the builders giving written notice to the flat purchaser's intimating that the said flats are ready for use and occupation.

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

The flat purchaser/s alongwith other purchaser/s of flat in the 12) building shall join in forming and registering the society or a limited be known by the name as WADE-E-NOOR HSG SOCIETY. The flat 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 fulfil and sign and returns to the builders within seven days of the same being forwarded by the builders to flat flat purchaser/s. So as to enable builders to register the organisation of the flat purchaser/s under section 10 of the said act within the time limit prescribed by rule 8 of the Maharahstra Ownership Flat (Regulation of the Promotion of Construction, Sale Management and Transfer), Rules, 1964. No objection shall be taken by the flat purchaser/s if any, changes or modification are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-operative Societies of the Registrar of Companies as the case may be, or any other competent authority.

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- hereto the builders shall within four months of Registration the society or limited company all right, title and interest of the Vendor an/or the owners in the aliquot part of the said land together with the building/s 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 such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement.
- Commencing a week after notice in writing is given by the 14) builder to the flat purchaser/s that the flat is ready for use and. occupation, the said flat purchasers shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the flat) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges, insurance's, 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 buildings. Until the society/limited company is formed and the said land and building transferred to it, the flat purchaser/s shall pay to the builders such proportionate share of outgoings as may be determined. The flat purchaser's share is so determinted, the flat flat purchaser/s shall pay to the builders Provisional monthly contribution of Rs. 100/- per month towards the outgoings. The amounts so paid by the flat purchaser/s to the builders shall not carry any interest and remain with the builders until a conveyance/assignment of lease is executed in favour of the society or limited company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such/assignment of lease being executed, the aforesaid deposits(less deductions provided for this agreement) shall be paid over by the builders to the

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society or the limited company, as the case may be. The flat purchaser/s undertake 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.

The flat purchaser/s shall on or before delivery of possession 15) of the said premises keep deposited with the builders the following amounts.

i) Rs.1,500/-For legal charges.

ii) Rs. 500/-For share money application, entrance fee of the Society or Limited Company.

iii) Rs. 1,000/-For formation & Registration of the Society or Limited Company.

· iv) Rs.4,000/-For proportionate share of taxes & other charges.

v) Rs.6,000/-For taking electric Transformer from MSEB.

Total Rs. 13,000/-

The builder shall utilise the sum of Rs.2,000/- paid by the 16) purchaser/s to the builders for meeting all legal costs, charges and expenses including professional costs of the attorney-atlaw/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 engrossing this agreement and the conveyance or assignment of lease.

17) At the time of registration the flat purchaser/s 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

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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 convenient with the builders as follows:-
- a) To maintain the flat a flat purchaser/s own costs any good tenantable 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 passages which may be against the rule, regulations or bye-laws or concerned local or any other authority or change/alter to make addition in or to the building in which the flat is situated the flat itself or any part thereof.
- b) Not to store in the flat any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which 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 be damage or likely to be damage the staircases, common passages or any other structure of the building in which the flat is situated and in case any damages 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/s shall be liable for the consequences of the breach.

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c) To carry at his own costs 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 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 provision, the flat purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- thereof, nor at any time make or cause to be made any addition alteration of whatsoever nature in or to the flat or any part thereof, nor any alteration 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 tenantable 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.Pardis or others structural members in the flat without the prior written permission of the builders and/or the society or limited company.
- e) Not to do or permit to be done any act or thing which may render void or avoidable and insurance's 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's.
- Not to throw dirt, rubbish, rags garbage's 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 flat is situated.

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g) Pay to the builders within seven days of demand by the builders their share of security deposit demanded by concerned local authority or 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 flat purchaser's interest or benefit factor or 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 agreements 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.
- i) The flat purchaser/s shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inceptions and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance 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 conditions laid down by the society/limited company regarding the occupation and use of the flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this agreement.

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- 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 deposits, 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 purpose for which they have been receive.
- 20) Nothing contained in this agreement is intended to be nor shall be construed as grant, demise or assignment in law of the said flats or or 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 them and all open spaces, parking spaces, lobbies, staircases, recreation spaces, etc., will remain the property of the builders until the said land and building is transferred to the society/limited company as hereinabove 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 the terms and conditions of this agreement by flat purchaser/s nor shall the same in any manner prejudice the right of the builders.

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22) The flat purchaser/s and/or the builders shall present this agreement as well as the conveyance / assignments of lease at the proper registration office of registration within the time 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/their address specified below

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Mohiddin manzil, 1st Floor R.No.12, Achole Rd Nullasopour €

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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 said building, if any shall belong exclusively to the respective purchaser/s of the terrace flat and such terrace spaces are intended for the 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 concerned local authority and the builders or the society, or as the case may be, the limited company.

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25) IT IS AGREED BETWEEN the builders and purchaser/s that in case any additional F.S.I is granted or construction of additional floor or floors is allowed then the 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 convent in the deed of conveyance to be executed in favour of Co-operative society shall be incorporated.

26) It is agreed that the builders shall be entitled, without affecting the rights of the purchaser/s to the said premises including the area thereof, to revise the building plans in respect of the said buildings and to utilise the total F.S.1 and the development rights available in respect of the said property by suitably modifying the building plans in respect of the said premises as the builders may desire and purchaser/s hereby irrevocably consents to the rights of the builders to revise and modify the building plans in respect of the said premises from time to time.

27) In the event of any society being formed and registered before the sale and disposal by the builders of all the premises, the powers and the authority of the society or limited company or condominium of Apartment so formed or the purchaser/s and other holders of the premises shall be subject to the over all authority and control of the builders in respect of all the matters concerning the said building and in particular the builders shall have absolute authority and control as regards the unsold premises and the disposal thereof.

PROVIDED AND ALWAYS the purchaser/s hereby agrees and confirms that in the event of the said society and/or Limited Company or Condominium of Apartment being formed earlier than the builders dealing with or disposing of the said buildings on the said property then and in that event any allottee or purchaser/s of premises from the builders shall be admitted to such co-operative society, limited company of Condominium of Apartment on being called upon by the builders without payment of any premium or any additional charges save and except Rs 250/- for the share money and Rs.10/- entrance fee and such allottee purchaser/s or transfer thereof shall not be discriminated or treated prejudicially by such co-

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operative society, limited company or Condominium of Apartment as the case may be.

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28) The purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the builders to the Government or City and Industrial Development Corporation or Municipality or to any other public body in respect of the said property, the same shall be reimbursed by the purchaser/s in proportion to the area of his/their flat.

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29) The purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Nalasopara Municipality or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose giving water connection or any other tax or payment of a similar nature becoming payable by the builders the same shall be paid by the purchaser/s to the builders in proportion to the area of the said premises and in determining such amount, the discretion of the builders shall be conclusive and binding upon the purchaser/s.

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30) The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the builders under this agreement.

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The builders had agreed to sell the said flat for the lump sum price of Rs. 3 may (Rupees \_\_\_\_\_\_\_)

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. 2 ?? \$70/= (Rupees \_\_\_\_\_\_\_)

and therefore the purchaser/s have /has paid the stamp duty amounting to Rs. 42 Sa(\_/- (Rupees \_\_\_\_\_\_\_\_)) on

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the said agreement. However the purchaser/s reserve his/her their right to appeal against the valuation fixed by the Government

32) The agreement shall always be subject to the provision of Maharashtra Co-operative Societies Act, 1960 with the rule made thereunder and also. The Maharashtra Ownership flats (Regulation of the Promotion of construction, sale, Management and transfer) Act, 1963.

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- BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace flats in the said building, if any shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective purchaser of the terrace flat purchaser. The said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the Promoter/Builder/Developer, or the society, or as the case may be, the limited company
  - IT IS AGREED BETWEEN the Promoter / Builder/Developer and purchaser/s that in case any additional F.S.I is granted or allowed of additional floor is construction Promoter/Builder/ Developer are entitled to construct and dispose Promoter/ additional construction and the said Builder/Developer has reserved the right to construct the additional construction mentioned above and dispose the same. The necessary convenient in the deed of conveyance to be executed in favour of Co-operative Housing Society shall be incorporated.

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# SCHEDULE 'A'

# THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land bearing Survey No.141 (112 pt.) admeasuring 1890 square metres, assessed at 18.90 paise, lying, being and situated at Village Achole within Limit of Nalasopara Municipal Council Taluka Vasai, Dist. Thane, within the area of Sub-Registrar at Vasai -2 (Virar).

### SCHEDULE 'B'

# THE SCHEDULE ABOVE REFERRED TO FLAT

Flat No. 406 Wing — on the 4k floor, admeasuring 320 Square Feets (Built up area), in the building known as WADI-E-NOOR, constructed on land bearing Survey No. 141(112 pt) admeasuring 1890 Square metres, assessed at Rs. 18.90 Paise, lying, being and situated at Village Achole within the limits of Nalasopara Municipal Council, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai-2(Virar)

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### SCHEDULE 'C'

# TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title of land bearing Survey No.141(112 pt.) admeasuring 1890 Square metres, assessed at Rs. 18.90 Paise lying, being and situated at Village Acholle, within Limits of Nalasopara Municipal Council, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai, -2 (Virar) belonging to ASLAM A. SORATHIA and the title thereof is clear, marketable and without any encumbrances.

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Sd/-

William J.Pen

Advocate

## SCHEDULE 'D'

### LIST OF AMENITIES

- 1. The building will be ground and Four storey, R.C.C frame structure with 6" thick Block walls, externally and 4" thick brick partition walls internally.
- 2. The building will be finished with double coat of sand faced plaster externally and neroo finished plaster internally.
- 3. White Cement Mosaic Tiles or Spartex Tiles to cover installed hall and bedroom flooring of the flat with 4" wide skirting in rooms and in kitchen water flooring.
- 4. Doors and Windows: doors will be of wooden frames and pained with oil paint.
- a) Main door-solid Flush door will be side sunmica finishing and one side of oil paint.

Fittings:-Godrej or equivalent night latch, peep hole and safety chain will be provided. Doors shall be fitted with iron hinges, tower bolts and aluminium fittings.

- b) Bathroom/W.C.Doors: Wwoden panel doors with iron hinges and aluminium fittings
- c) Window: Window will be of aluminium sliding type.
- d) W.C and bathroom windows .- R.C.C. window frames with glass louvers.
- Glazed Tiles flooring in watercloset with  $\stackrel{?}{\leftarrow} 0$ " high glazed tile dado.
- 6. Polished Tandul or Kota flooring in bathroom with the high glazed tile dado

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE REUNTO SET AND SUBSCRIBED THEIR RESPECTIVE NDS THE DAY AND THE YEAR FIRST HEREINABOVE RITTEN.

NED AND DELIVERED bу the within named ILDERS" M/s. Aslam A. Sorathia, Proprietor in the presence of

Name

Address

Name:

Address

Ach le Nallageprice

GNED DELIVERED by the within named AND SHRI/SMT. O Fatema, m. Jaura wall RCHASER/S"

the presence of

op/letor,

CEIVED the day and the year first hereinabove written of and m, the withinnamed PURCHASER/S, the sum of Rs. 3,5000/4upees Three Thirdand only bo Cash Recorpt No 211

as and by way of earnest money, to be paid him/them/them/her to me.

TNESS :-

é say we have received.

JILDERS

For Astam A. Sarathia

Cooking platform with marble stone on top with glazed tile flooring and dado in sink.

One R.C.C. Loft either over bathroom.

- Doors sills to bathroom and watercloset.
- 10. Wash Basin.
- Casing Electric fitting with copper wire, two light point, On 11. plug point in each room.
- One light point in bathroom, water closet and passage. 12.
- 13. One door bell.
- 3 Power point for Geyser, Washing Machine and Fridge. 14.
- 15. Concealed plumbing Chromium plated Bib-cocks and shower bulb in bathroom.

The nature extent & description of common area facilities.

- Terrace Water proofing. a)
- Staircase to reach the Flat.
- Concrete Pathways from Entrance gate to staircase Entrance.
- d) Overhead Water Tank.
- Under-Ground water tank and pump house with pump. ę)
- Cement Paint for Exterior surface. f)

# CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:

Bombay - 400 021.

PHONES: 262 2481 / 202 2420 / 202 2579

FAX : 00-91-22-202 2509

TELEX : 011-83218 CIDC IN . GRAM : CITWIN **HEAD OFFICE:** 

CIDCO Bhavan, CBD-Belapur, New Bombay - 400 614.

PHONES : 757 1241-42-44 / 757 0912-

757 2631 / 757 1069 . 00-91-22-757 1066

Date :

<del>21/</del>06/1996. <del>23</del>-

Ref. No.

CIDCO/VVSR/BP-1479/E/6750

Shri Aslam A. Sorathia 3/34, Jasmine Apartment, S.V. Road, Andheri (W). BOMBAY-400 058.

Sub: <u>permission</u> for proposed Residential

Ref: architect's letter dated 05/06/1996.

Sir,

Please refer to your application for development permission on S.No.141(112), H.No.(pt), Village Achole, Taluka Vasai, Dist:Thane.

The development permission is hereby granted to construct Residential Building on S.No.141(112), H.No.(pt), Village Achole, Taluka Vasai, Dist:Thane.

The commencement certificate as required under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the structure referred above.

You will ensure that the building material will not be stacked on the road during the construction period.

You will drill the borewell at site as suggested by GSDA and also you will demarcate at site the property boundary and the locations of the D.P. reservations, D.P. roads, recreational open spaces, amenity plot etc. as may be applicable, before completing plinth & applying for plinth completion certificate.

Encl: a/a.

Yours faithfully,

SURESH BABU ) 2216 ASSOCIATE PLANNER/ADDL.TPÓ

rance.

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shower

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oint, Ont

TRUE COPY

ावर वार्याका रही। इ.स्टर्गलयः, १५६५ इ.सहसूललव्यम् १८मेज-१८४मण्यां १८६८ गरना १८८८

## forth 95-80-896

- वायते : १) श्री-हिराजी मण्यू पार्टील, राहणार १३६ तह-५.जी दिनांत ६-१०-८८ ध १५-४-८९ वह तहे.
  - यो सहार्यक संवादक, तमर स्वानत, अर्थन भूगे एवा कु. राज राज ं परिकास आरोजि-धराई/एवस्त रेव- ए-१४-८८-
  - 3] वहिल्लार, वर्ष्ट परिवा अञ्चल कृ. सिना ति। श्रवता १० ४४५/ठाचि-५४४३ हि. १-११००८ व कृ. विकास ते। श्रवता है। १४-१०-८९ व
  - िष्ठी सहायक विक्रमाधित्यते, विश्वीत विकास है हो। आदिया कृत्यी श्वासारस्यात हाई-३३५ एक १००५-८००

### आ दिशः

ज्यात्रधी, श्री-विराजी नणू पाठील राष्ट्रणार भीरे तानुवा पताई यानित ठाणी जिल्ह्याँदील वर्ष्ण तातुक्यामधीत आदीते या विज्ञाणी द्वाप्यी कृतां रहत वर्ष मधीत आपत्था मालगीरवा जभिनीतील १८९०-०० विन्धांतर स्वतंता आजावर राहत्वर या अकृषिक पृथीलनार्थ वापर करण्याची पर्यानगी विक्रणवासाजा जो केलेवा आहे.

त्यावर्धी, आता महाराष्ट्र जमीन महाराष्ट्र अधिकार, १६०० वे कान इसे अन्यो जिल्हा कार्यो कार्य कार्यो कार्यो

- १] ही परवानगी अधिनियम् व स्थानानी केलि नियम यांना क्ष्मीन हैका जिन्हरः
- ्यो अनुज्ञागृहि क्यतानि[जृन्दोने] उद्यो क्रिम्नीचा च त्यावरील प्रभारतील अनुक् विधा अन्य व्याकामाचा उपयोग, उपत क्षिम्नीचा च्या क्रिक्टकश्चा प्रवीकतार्थ वार्याल क्रिक्टकश्चा प्रवीकतार्थ वार्याल क्रिक्टकश्चा प्रवीकतार्थ वार्याल क्रिक्टकश्चा प्रवाद व्याव वार्याल क्रिक्टकश्चा प्रवाद व्याव क्षिण तिचा क्षेणातारी भाग क्षिया अव में क्ष्राप्त व्याव व्याव क्षेणात्याची प्रवीकतार्थ जिल्हा विकारी क्ष्राची गाँच्या कर्न तक्ष्मा अक्ष्री आगातार क्ष्री प्रवीकतार्थ जिल्हा विकार क्रिक्टक व्याव क्ष्रीचा क्ष्रीचा व्याव व्याव क्ष्रीचा क्ष्रीचा क्ष्रीचा व्याव व्याव क्ष्रीचा क्ष्रीचा व्याव क्ष्रीचा क्ष्रीचा व्याव क्ष्रीचा क्ष्रीचा क्ष्रीचा व्याव क्ष्रीचा क्ष्रीचा व्याव क्ष्रीचा क्ष्रीचा क्ष्रीचा व्याव क्ष्रीचा क्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीच क्ष्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीचा क्ष्रीच क्

श्री किया परवानंती देणांन्या प्राधिका-धाकडून आगा श्रीकाची किया लाले व कीणतेली उपभूषेत्रकरण्याकावते मेंपूरी विकाली क्रेस्ट त्या उपभूषेताची आणार्था कीर--विभागणा करण्यायावत आगाउ परवानंती पिशालयादि विचय अनुवाशाधीने अकार भूषेताची किया उपभूषेद्राची आणादी पोटाधभ्रायणी करता कार्या की

प्रो अनुकाराधी सामिति (अ) पिल्हापिकारी यापि समस्यान होईन अशी प्रतिने कार्या किया होईन अशी प्रतिने कार्या किया होईन अशी प्रतिने कार्या किया होईन अशी प्रतिने कार्या कार्या

4)अनुज्ञागृहित व्यक्तीत अता भूबंड विकासवा अतेल किंवा त्याची इतर प्रकार विवहिताट सावायची अतेल तर अभाग अनुज्ञागृहि व्यक्तीने तो भूबंड या आदेगात आणि सनदीमध्ये नमूद केलेल्या गातींचे पालन वह करूनच विकणो किंधा अभा गातींनुसारच त्याची अन्य प्रकार विवहेदाट वाकणो आणि त्याने निष्पादित है केलेल्या विवेखात त्याचावत खास उल्लेख करणो हे त्याचे कर्तव्य अतेल.

- ६] प्रताचित इमारत किंवा अन्य कोणातेही काम [असल्यास] यांच्या बांधका— न्मास मुख्यात करण्यापुर्वी अनुझागाडी व्यक्तीने [गुन्टीने] गामपंचायत यांची अते बांधकाम करण्याधिकयीची आपश्यक ती परवानगी मिबविणो हे अशा व्यक्तीवर बंधनकारक असेल-
- ७] इमातीच्या बंधकामाचे नियंत्रण करण्याचे अधिकार मुंबई महानगर पृदेश विकास प्राधिकरणा, बाँद्रा, मुंबई याचेछडे निहीत झालेले आहेत. तरी अनुझागाही व्यक्तीन महाराष्ट्र प्रादेशिक नगररचना अधिनियम१९६५ चे कलम ४४ अन्वये सदर प्राधिकरणाकडून इमारतीचे नकाशी मंजूर करन वेतले पाहिनेत.
- ८] या आदेशाच्या दिनांकापातून एक वर्षाच्या कालावधीत अनुझागाही व्यक्तीने अशा जिमनीवा अकृषिक प्रयोजनासाठी वापर हरण्यात मुस्यात केली पाहिले, मात्र वेळीवेळी असा कालावधी वाढिवण्यात आला असेल तर ती गोष्ट अलाहिंदा. अनुझागाही व्यक्तीने उपरोक्तप्रमाणी न केल्यात ही परवानगी रदेव करण्यात आली असल्याचे समजण्यांत येईन.
- ९) अनुज्ञागाही व्यक्तीने अशा लिमनीचा अकृषिक प्रयोजनार्थ वापर वरण्यात तर च्या दिनांकापासून मुख्यात केली अतेल आणि। किंदा च्या दिनांकांस त्याने अशा जिमनीच्या वण्यरात बदल केला अतेल तो दिनांक त्याने रक मिहन्याच्या आंत तलाठ्यामार्थत दस्दि तहिस्तदारास कळियते पाछिके जर तो असे अरण्यास मुकेल तर महाराष्ट्र जिमन महकून [जिमनीच्या धापरातील व्यत्न व अकृष्यिक आकारणार] करण्यास १९६९मधील नियम ६ अन्वये त्यांच्यांचर कार्यशिक रण्यास अता अनुज्ञागाही पात्र ठरेला
- 20] असा जिमनीचा ज्याः प्रयोजनार्थं वापर करण्यास अनुजानाहित परवानगी देण्यात आली असेल त्या प्रयोजनार्थं त्या जिमनीचा वापर करण्याः पुरस्भ करण्याच्या विनांकापासून सदर अनुजानाहीने त्या जिमनीच्या संबंधानं दर वो मीटर मागे रू 00-0१ (एक पैसा मात्र) या दराने अकृष्कि आधारणणी दिली पाहिले असा जिमनीच्या वापरात कोणात्याही पृक्षास्या बदल करण्यात आला तर त्यापुरंगी निराज्या दराने असी अकृषिक आकारणी करण्यात येईन बग यापुर्वी आकारण्यात आलेल्या अकृषिक आकारणीच्या हमीची मुदत अनुन समाप्त व्हावयाची आहे ही गोष्ट विचारात येण्यात येणार नाही।
- ११] ही अकृषिक दराने आकारणीची हमी दिनांक ३१-७-१५९१ रोजी रांपणा-या कालाद्येमर्यतच आहे. त्यानंतर अशाउ दरात सुधारणा करण्यांत आली असेल तर या दराची फैरतवासणी करण्यात येईल.
- १२) जमिनीच्या अकृषिक वापराभ मुख्यात केल्यापातून एक महिन्याच्या आत अनुशागाहीने जमिनीच्या मोजणीची की दिली पाहिके
- १३] भूमापन विभागाकडून जमिनीयी मोजणी करण्यात आल्यानंतर अशा जमिनीये जितके प्रत्यक्ष क्षेत्रफळ आढळून येर्डल तितावया क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्रफळ ततेच अखुधिक आकारणी यात बदल करण्यात येर्डलः
- १४] जिमिनीच्या अकुष्कि वापरास मुख्यात केल्या अदिनांकापासून एक नहिन्या च्या कालावधीत अनुशागानी व्यवसीने महाराष्ट्र जिमन महसूल [जिमिनीच्या वापरातः कर् बदल व अकुष्किक आकारणी] नियम १५६९ यातील अनुसूती पार्च मध्ये विकेल्या



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# WILLIAM

Advocate High Court

Office 1-117, Satyam Shivem Shopping Centre, 1st Floor, Opp. Rly. Stn., Nallasopara (W.) Dist. Thane. Tel.: 372243 Code: 0252



Resi. Office 1-Joseph Niwas, Gass (K. No. 2), Nallasopara (W.) Dist. Thane, Tel. 372478/372872.

Pin.-401 203. Code: 0252

BY R.P.A.D./HAND DELIVERY

Ref. C/147/95.

Date 16/11/95.

# : CERTIFICATE:

# : TO WHOMSOEVER IT MAY CONCERN :

This is to CERTIFY that I have verified the record in the Office of the Sub-Registrar, Vasai and Bombay and revenue authority while investigating the title of MR. MOHAMAD ASLAM ADAM SORATHIA. in respect of the properties bearing Non-Agricultural Land Property mentioned as under:-

At Village Achole, Nallasopara (E), Achole Road, within limits of Nallasopara Municipal Council, Tal: - Vasai, Dt: - Thane, bearing old S. No. 112, New S. No. 141, H. No. (PT), Area/H.R.O/1890 Sq. Mtrs. approximately.

In the strength of aforesaid investigation, I certify that the title of and MR. MOHAMAD ASLAM ADAM SORATHIA, to the said property is clear marketable and free from any encumbrances and that the above property do not fall within the purview or Urban land ( Ceiling & Regulation ) Act. 1976.

( WILLIAM J.

ADVOCATE HIGH COURT.

BOMBAY.

नमुन्याति एक समदे एका देउने तीत या आदेशा नील सर्व शासी समाविष्ट करणी स्थान त्यास बंधनकारक असेल-

१५] अनुज्ञागाही व्यक्तीने आजूबाजूच्या परिसरांत अस्वच्छता व धाणा निर्माणा होणार नाही अगा रितीने आपल्या स्वतःच्या खदनि आपली पाणी पुरवठयादी व संडिपाण्याचा निवरा करण्याची व्यवस्था केती पाहिले.

१६] अ] या आदेशात आणि तनदीत नमूद केतेल्या शातिषकी कोणात्याही शातिष अनुकागाही व्यक्तीने उल्लंधन केल्यात उक्त अधिनियमाच्या उप्लंधान्यये अता अनुकागाही ज्या कोणात्याधी शास्तीत पात्र ठरेल त्या शास्तीत खाधा न ये देता ठाण्याच्या जिल्हाधिका-यात तो निर्दिष्ट करेल अता दंड आणि आकारणी अरल्यानंतर अन्त जिमन किंवा भूखंड अर्जदाराच्या ताब्धात राहू देण्याचा अधिकार असेल.

ष] वरीन खंड [अ] मध्ये काहीही अंतर्भूत असने तरीही या परवानगीच्या तरतृदीविद्ध्य जाउन कोणातीही इमारत किंवा बांधकाम उमे करण्यात आने असेन किंवा आणा तरतृदीविद्ध्य त्या इमारतीचा किंवा बांधकामाचा वापर करण्यात आर आना असेन तर विनिर्द्धित मुदतीच्या आत अशा रितीने उभारतेनी इमारत कादून टाकण्याविषयी किंवा तीत फेरबदन करण्याविषयी, ठाण्याच्या जिल्हाधिका—याने निदेश देणो विधी तंमत असेन तरेन ठाण्याच्या जिल्हाधिका—याना अशी इमारत किंवा बांधकाम कादून टाकण्याचे किंवा तीत फेरबदन करण्याचे काम करवून घण्याचा जिंवा त्यापुत्यर्थ आलेना खर्च अनुजागाही व्यक्तीकडून जमीन महसुनाची धक्याकी म्हणून वसून कस्न घण्याचा अधिकार असेन

१७] दिलेली ही परवानगी, भुंबई कुळवांहवाट व शोतजांमन अधिनियम १९४८ महाराष्ट्र ग्रामपंचायत आधिनियम आणि नगरणालिका अधिनियम इत्यादितारख्या त्या तथा वेळी अमलांत अतलेल्या इतर कोणात्याही कायमाचे वे कोणातेही उपबंध पुकरणाच्या अन्य रांबंधित बाबविया बाबतीत लागू होतील तथा उपवंधाच्या अधीन अहेल.

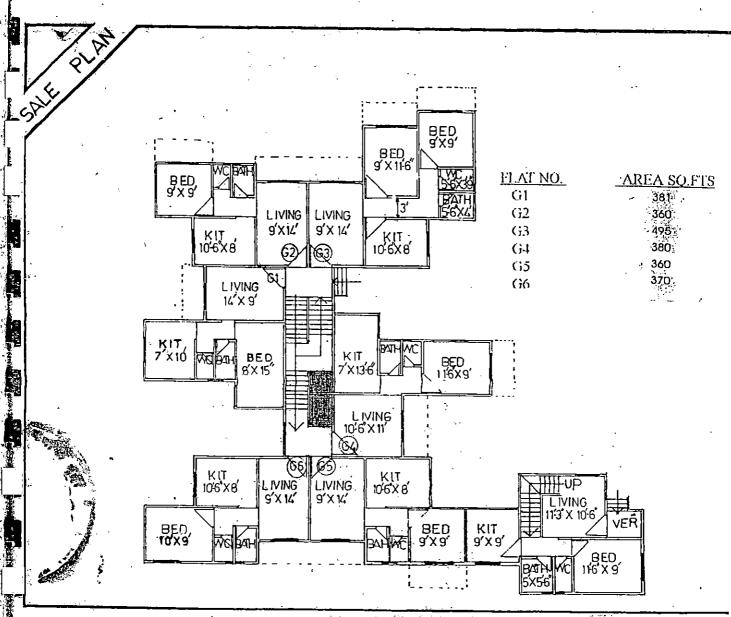
रवाधरी/-[गो-बा-पिंगुळकर] जिल्हाधिकारी ठाणो

श्री विराणी गणा पाटील, दारा जे सम् के परोज, आ किटैक्ट, धर नं ४७, पहिला मजला, कलिज रोड, यसईरोड, ४०१ २०२

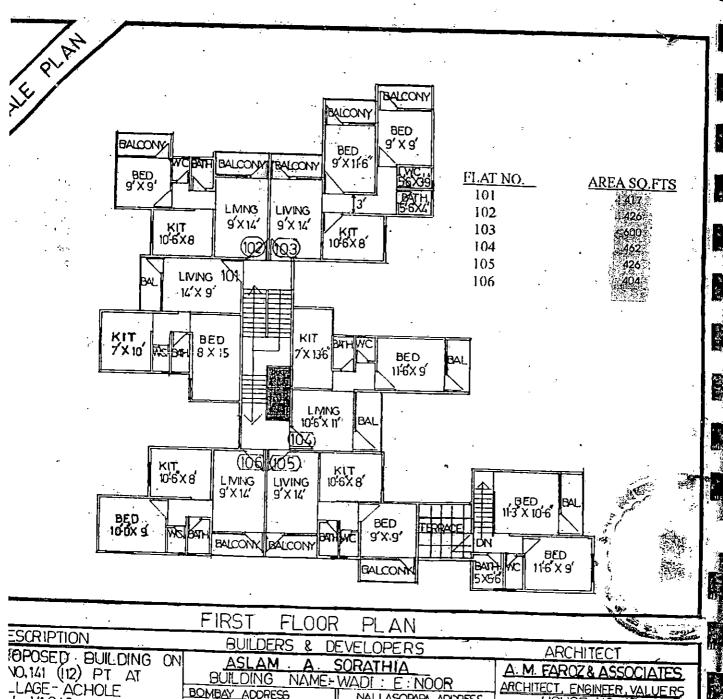


मिल्ह्यिक्यों, समें क्रीस वेह्नी



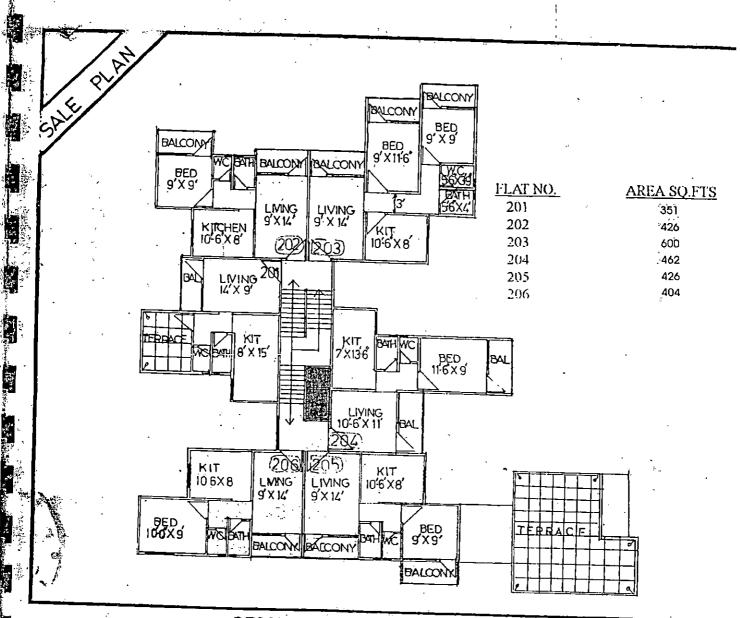


		GROUND	FLOOR PLAN	a are a second
	DESCRIPTION PROPOSED BUILDING ON	BUILDERS & DI		ARCHITECT
. <del></del>	S.NO. 141 (12) PT AT VILLAGE - ACHOLE	BUILDING NAME	WADI: E: NOOR	AM FAROZ & ASSOCIATE HOUSE NO. 47
	TAL — VASAI, DIST — THANE.	BOMBAY ADDRESS 338/7, CHUNAWALA CHAMA NEAR S.V. ROAD		A.V. COLLAGE ROAD VASAI ROAD (W). 401;
	DIST THANE.	NEW SUBWAY ANDHERI WEST	ACHOLE ROAD,  NALLASOPARA EAST,	DIST-THANE, TEL: 712-324527
		BOMBAY: 6285670, 6282711, 6289846,		
<b>.</b>		6248014		

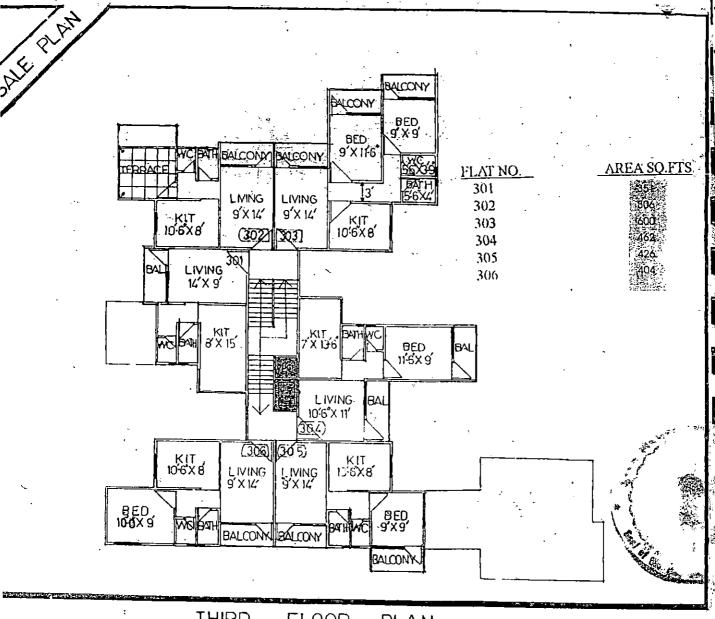


ESCRIPTION POPOSED BUILDING ON VO.141 (12) PT AT LAGE-ACHOLE L-VASAI BUILDING NAME : WADI : E : NOOR ARCHITECT, ENGINEER, VALUERS
HOUSE NO. 47
VASAI ROAD (W). 401202
DIST-THANE BOMBAY ADDRESS NALLASOPARA ADDRESS 338/7 CHUNAWALA CHANC WADI : E : NOOR ST-THANE NEAR S.V. ROAD BEHIND SIDDHI VINAYAK NEW SUB-WAY ACHOLE ROAD TEL - 712-324527 ANDHERI WEST NALLASOPARA EAST BOMBAY: 6285670. 6282711,6289846, G248014

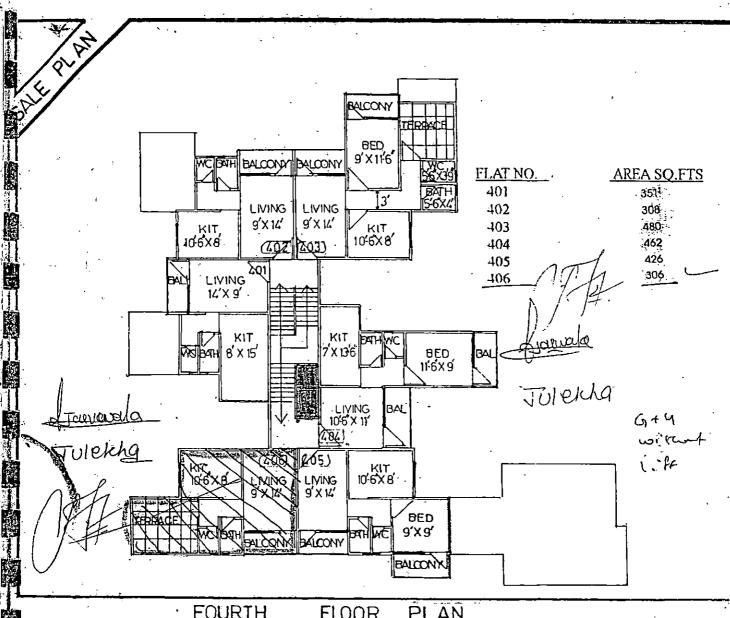
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DESCRPTION	SECOND FLOO	OR PLAN	
PROPOSED BUILDING ON S.NO.141 (112) PT AT VILLAGE - ACHOLE TA'L - VASAI DIST - THANE	BUILDERS & D  ASLAM A S  BUILDING NAME- BOMBAY ADDRESS  338/7 CHUNAWALA CHAM NEAR S.V. ROAD NEW SUB-WAY ANDHERI WEST BOMBAY 6285670, 6282711, 6289846, 6248014.	WADI: E: NOOR	ARCHITECT  A:M. FAROZ & ASSOCIATES  ARCHITECT ENGINEER VALUERS  HOUSE NO. 47  A. V. COLLEGE ROAD,  VASAI ROAD(W). 401202  DIST-THANE.  TEL 712-324527



:	THIRD FLOOF	R PLAN	
DESCRIPTION PROPOSED BUILDING ON TO NO.141 (112) PT AT VILLAGE ACHOLE TAL - VASAI DIST - THANE	BUILDERS & DE  ASLAM A SOF BUILDING NAME: W BOMBAY ADDRESS  338/7 CHUNAWALA CHAWL NEAR S. V. ROAD NEW SUB-WAY ANDHERI WEST BOMBAY: 6285670, 6282711, 6289846 6248014	VADI: E: NOOR	ARCHITECT  A.M. FAROZ & ASSOCIATES  ARCHITECT, ENGINEER, VALUERS  HOUSE NO. 47.  A.V. COLLEGE ROAD  VASAI ROAD (W). 401202  .DIST - THANE



19.		JURIH FLOUR	PLAN	•
٦	DESCRIPTION	BUILDERS & DEVI	ELOPERS	ARCHITECT
i i	PROPOSED BUILDING ON S. NO. 141 (112) PT AT	ASLAM A. BUILDING NAME : V		A.M. FAROZ & ASSOCIA ARCHITECTS, ENGINEERS, VALUER
٦	VILLAGE - ACHOLE	BOMBAY ADDRESS	NALLASOPARA ADDRESS	HOUSE NO. 47.
	TAL- VASAI DIST-THANE	338/7 CHUNAWALA CHAWLA NEAR S. Y. ROAD NEW SUB-WAY ANDHERI WEST BOMBAY: 6285670, 6282711, 6289846, 6248014	WADI : E : NOOR BEHIND SIDDHI' VINAYAR ACHOLE ROAD NALLASOPARA EAST	A.V. COLLEGE ROAD VASAI ROADW 4012( DIST-THANE TEL: 712-324527
			·	

अनुक्रम नंबर: 3769 सन ४,000 चे छून चे 23 लाउखेस 230 व 3.00 चे बान्यान वसई - २ चे दुव्यम निबंधक यांचे कचेरीत आणून दिला.

gau निश्ंषक वसई-२

) अरहम के कराधीया २६ व्यापार का मुबद २) फातीमा तम नवाखाका 32 अ अकेरवा एम जवस्मान वर्ष नोकरी दों आक्रमापार

मेरीविका करत नेपर

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प्रसीदाण कर है। प्रधास कर है।

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कारी वल भाष्त



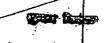
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विकास (१ ८६ सम्मानी मोदस्य

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Dated This \_\_\_\_\_ Day Of \_\_\_\_\_ 199

Between

# Aslam A.Sorathia

Builders & Developers 338/7 Chunawala Chawl, S.V. Road, Andheri (W), Mumbai 400 058.

AND

Mr./Mrs. <u>Fatima</u>, m. Jaiora wali ADDRESS:

Agreement For Sale Of

Flat No. 405 Floor 444
in Wadi-E-Noor
Nallasopara (E), Achola,
Taluka - Vasai, Dist - Thana

# ASLAM A.SORATHIA

Builders & Developers

338/7 Chunawala Chawl, S.V. Read, Andheri (W), Mumbai 400 053. Tele: 624 8014 / 628 5670 WILLIAM J.PEN B.A.LL.B

Advocate High Court,

17, Satyam Shivam Shopping Centre, 1st Floor, Opp. Railway Station, Nallasopara (W), District - Thane.

Tele: Off : 372243 / 374272 Res : 372478 / 372872