



04/07/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. वसई 2

दस्त क्रमांक : 6127/2018

नोंदणी :

Regn:63m

गावाचे नाव : सोपारा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3125000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2170000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन : , इतर माहिती: , इतर माहिती: मौजे सोपारा, स नं 37, हि नं 1, प्लॉट नं 16, विभाग 3, सदनिका क्र सी/201, दुसरा मजला, सी विंग, जय हेरीटेज, क्षेत्र 55.74 चौ मी( ( Survey Number : 37, हि नं 1, प्लॉट नं 16 ; ) )
(5) क्षेत्रफळ	1) 55.74 चौ मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे.जय विल्डर्स ऍन्ड डेव्ह तर्फे प्रोप्रा राजेंद्र सत्यनारायण साहु - - वय:-35; पत्ता:-प्लॉट नं: दु नं 9, माळा नं: -, इमारतीचे नाव: जय हेरीटेज, ब्लॉक नं: -, रोड नं: पाटणकर पार्क, नालामोपारा प, ता वसई, जि पालघर, महाराष्ट्र, ठाणे. पिन कोड:-401203 पॅन नं:- GNHPS1099R
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-शशिकांत अरूण शेंडगे - - वय:-24; पत्ता:-प्लॉट नं: 19, माळा नं: -, इमारतीचे नाव: पूनम सरगम सोमा, ब्लॉक नं: -, रोड नं: जुबेर पटेल रोड, शांतीविद्या नगरी, मिरारोड , ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-EELPS0575H
(9) दस्तऐवज करून दिल्याचा दिनांक	15/06/2018
(10) दस्त नोंदणी केल्याचा दिनांक	15/06/2018
(11) अनुक्रमांक, खंड व पृष्ठ	6127/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	187500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक दर्जा- २  
वसई २ (द्वितीय)

मुख्य कार्यालय, विरार  
विरार (पूर्व),  
ता. वसई, जि. ठाणे, पिन ४०१ ३०५.



वसई-२
दस्त क्र E92U/209C
दृश्यनो : ०२५०-२५३२/०१/००००
फॅक्स : ०२५०-२५३५१०७
ई-मेल : vasavirarcorporation@yahoo.com

जा.क्र. : व.वि.रा.म./न.र./  
दिनांक :

VVCMC/TP/CCNP-3128/0367/2013-14

20/03/2014

To,  
Shri. Rajendra S. Sahu  
Shop No. 04, Jay Apartment,  
Patankar Park, Nallasopara (W),  
Tal- Vasai,  
DIST-PALGHAR

Sub: Commencement Certificate for proposed Residential With Shopline Building on land bearing S. No: 37, Plot No. 16/17, Village : Sopara, Taluka: Vasai, Dist: Palghar

- Ref:- 1) NOC for N.A. Permission granted by CIDCO vide letter No. CIDCOM/VS/NAP/BP/SR-264/87 dtd. 28/11/1988.  
2) N.A Order No.  
3) TILR M.R.No.170/98 dtd. 19/11/1998 for measurement.  
4) Your Architect's letter dated 24/12/2014

Sir / Madam,  
Development Permission is hereby granted for the proposed Residential With Shopline Type Building in under Section 45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII of 1966) to Shri. Rajendra S. Sahu

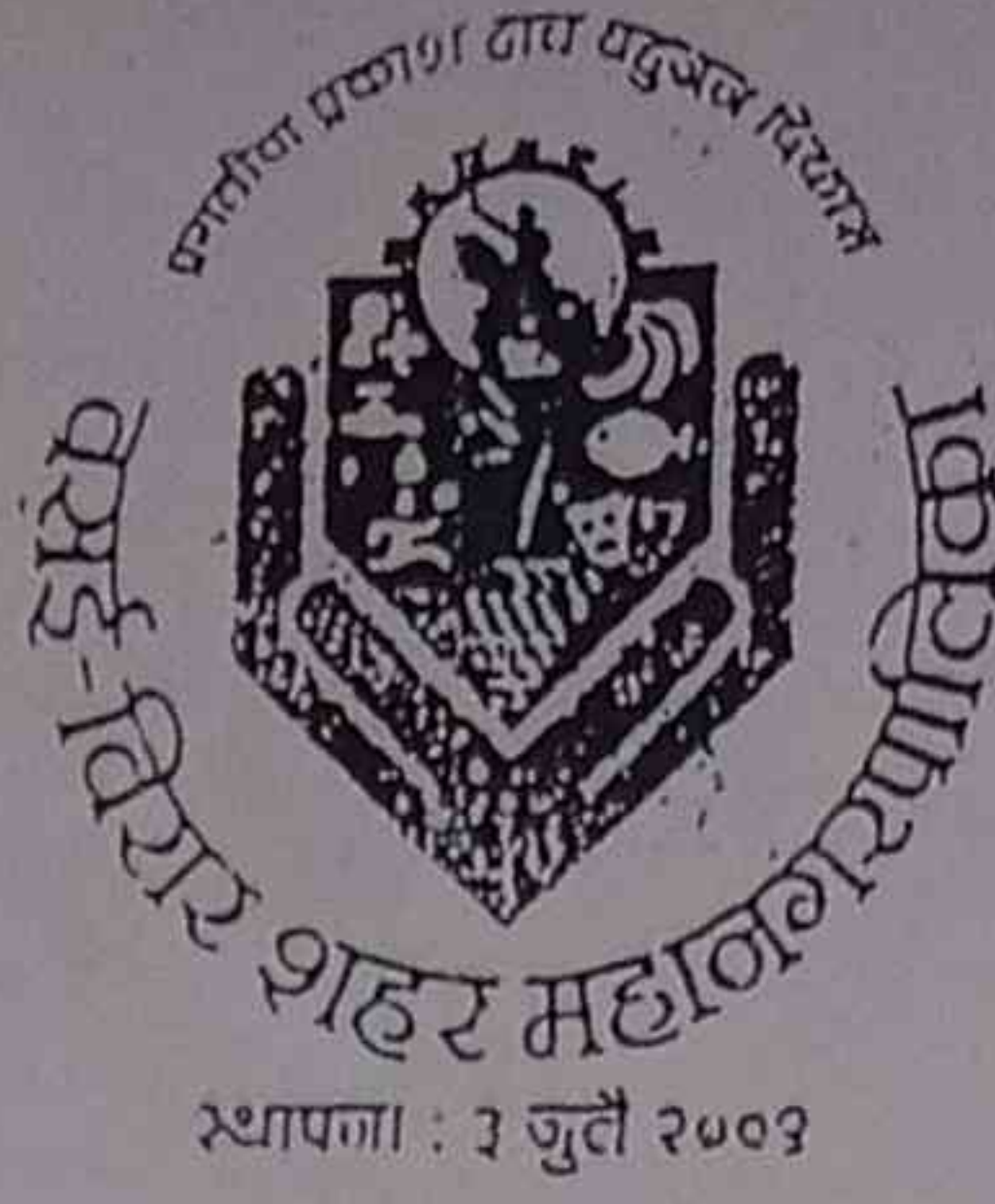
The conditions mentioned in the letter No. VVCMC/TP/CCNP-3128/0367..... dated 20/03/2014 are binding on you. The details of the layout is given below -

1	Name of assess owner/P.A.Holder	: Shri. Rajendra S. Sahu
2	Location	: Sopara
3	Land Use (predominant)	: Residential With Shopline Building
4	Total Plot Area	: 6258.03 sq mt
5	Deduction	: 6258.03 sq mt
6	Net Plot Area	: 625.80 sq mt
7	R.G 10%	: 1.00
8	Permissible FSI	: 6258.03 sq mt
9	Permissible B.U.A.	: 6258.03 sq mt
10	Proposed B.U.A.	: 6258.03 sq mt



वसई-२
दस्त क्र E920/209C
33/80 मुख्य कार्यालय विहार

विहार (पूर्व),  
ता. वसई, जि. ठाणे, पिन ४०१ ३०५



दूरध्वनी : ०२५०-२५२५१०१/०२/०३/०४/०५/०६  
फॅक्स : ०२५०-२५२५१०७  
ई-मेल : vasalvirarcorporation@yahoo.com

जा.क्र. : व.वि.रा.म./न.र./  
दिनांक :

VVCMC/TP/CCNP-3128/0367/2013-14

20/03/2014

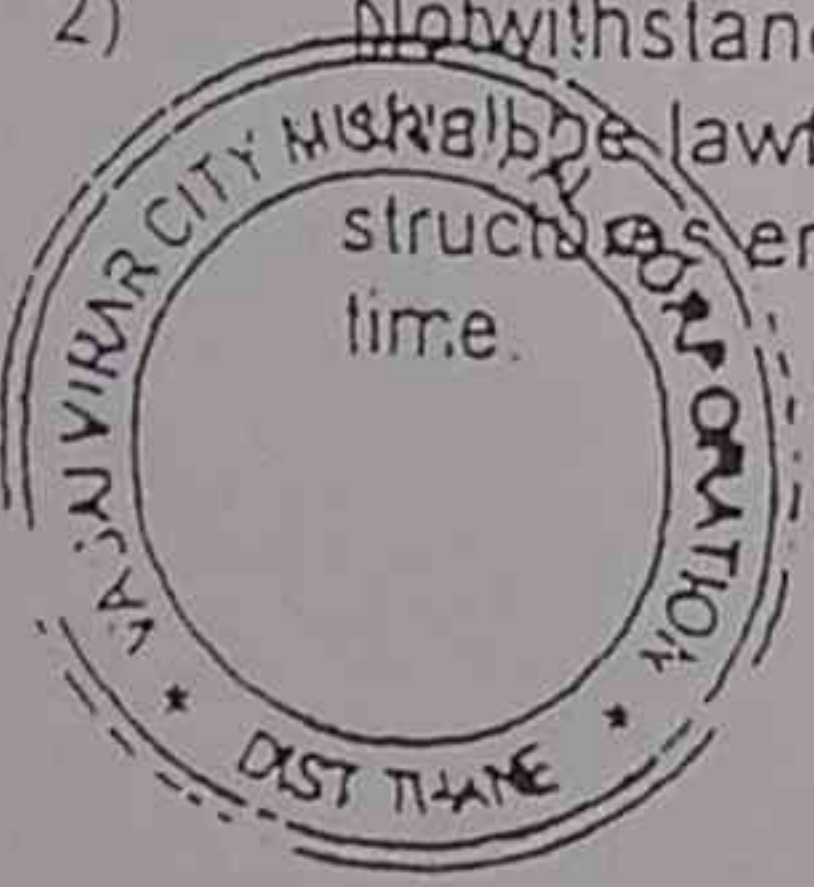
The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 44 of MR & TP Act, 1966 and Clause 2.42 & 2.6.9 of Sanctioned D C Regulations-2001).

The amount of Rs. 253000/- (Rupees Two Lakhs Fifty Three Thousand Only) deposited vide Challan No. 474252 dated 12/02/2014 with Vasai Virar City Municipal Corporation as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other building Control Regulation & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation.

Please find enclosed herewith the approved Development Permission of layout for the proposed Industrial Gala Type Building on land bearing S No:37, Plot No. 16/17 Village : Sopara, Taluka : Vasai Dist. Palghar as per following details:-

No.	Dominant Building	Bldg No.	No. of Floors	No. of Flats	No. of Gallas	Built Up Area (in sq. mt.)
1.	Residential with Shopline	1	Grd + 5 pt.	152	12	6258.03

- 1) The Occupancy Certificate for the building will be issued only after provision of potable water is made available to each occupant
- 2) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.



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 दस्त.क्र. E920/209C  
 38/80

मुख्य कार्यालय, विरार  
 विरार (पूर्व),  
 ता. वसई, जि. ठाणे, पिन ४०१ ३०५.



दूरध्वनी : ०२५०-२५२५१०१/०२/०३/०४/६५/०६  
 दूरध्वनी : ०२५०-२५२५१०७  
 ई-मेल : vasaiVirarCorporation@yahoo.com

जा.क्र. : व.वि.रा.म./न.र./  
 दिनांक :

VCMC/TF/CCNP-3128/0367/2013-14

22/03/2014

- 3) You are required to provide a solid waste disposal unit at a location accessible to the Municipal sweepers, to store/dump solid waste in 2 compartment of 0.67 CUM. 1.33 CUM. Capacity for every 50 tenements or part there of non-bio degradable & bio-degradable waste respectively.
- 4) The Municipal Corporation reserves the right to enter the premises for inspection and maintenance of infrastructure facilities at any time on 24 hours notice of the day.
- 5) You shall submit details proposed for the disposal of solid waste to the Engineering Department and organic waste separately.
- 6) You have to fix a board of public notice regarding the proposed development of marginal open spaces before applying for occupancy certificate of next building as per the format finalized by Municipal Corporation.
- 7) You shall develop the site as per Engineering Report before applying for Occupancy Certificate.
- 8) You are responsible for the disputes that may arise between the adjacent owners to title/ access matter. WCMC is not responsible for any such disputes.

Yours faithfully,



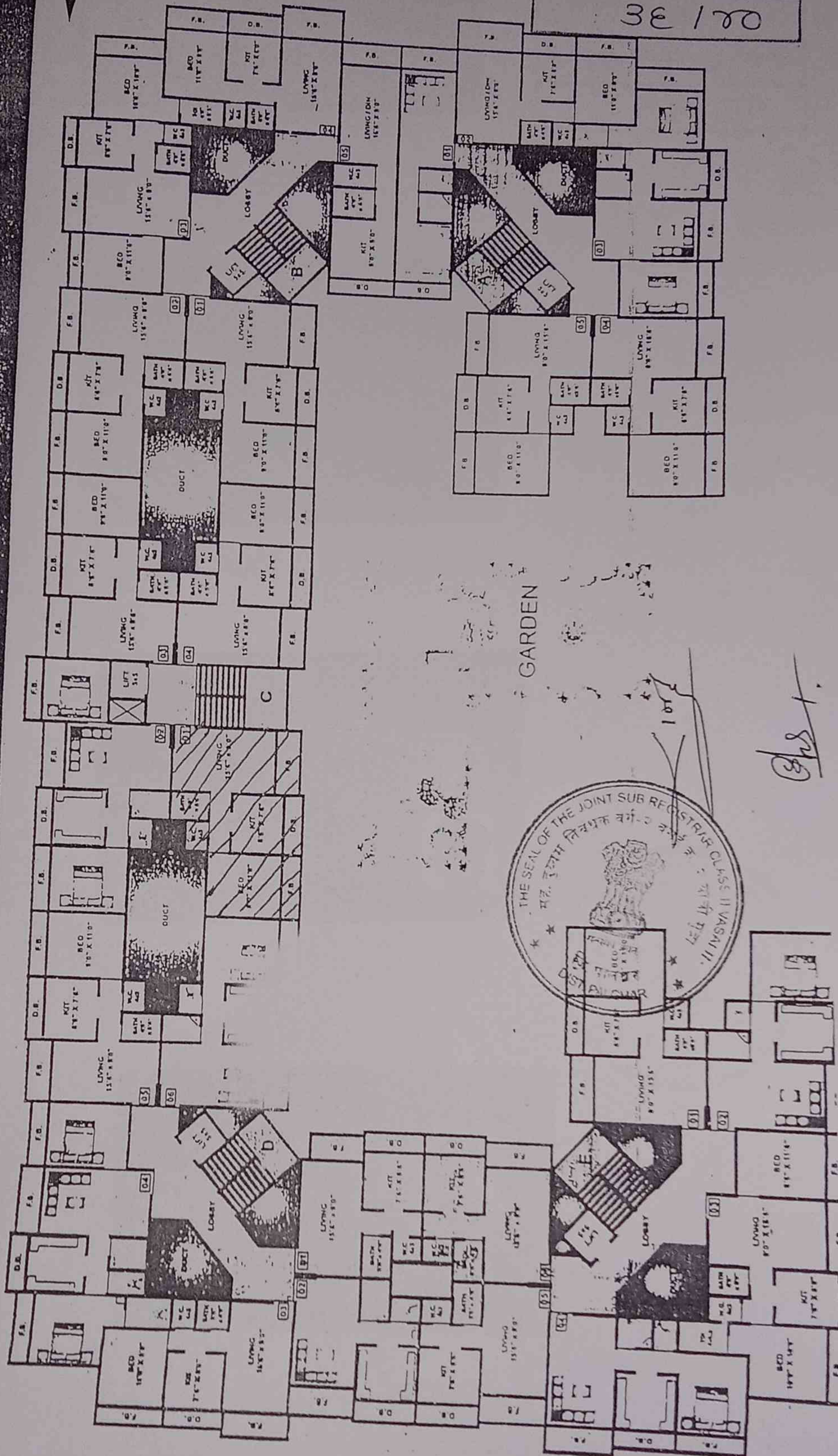
Director of Town Planning  
 Vasai-Virar City Municipal Corporation



Encl.: a/a

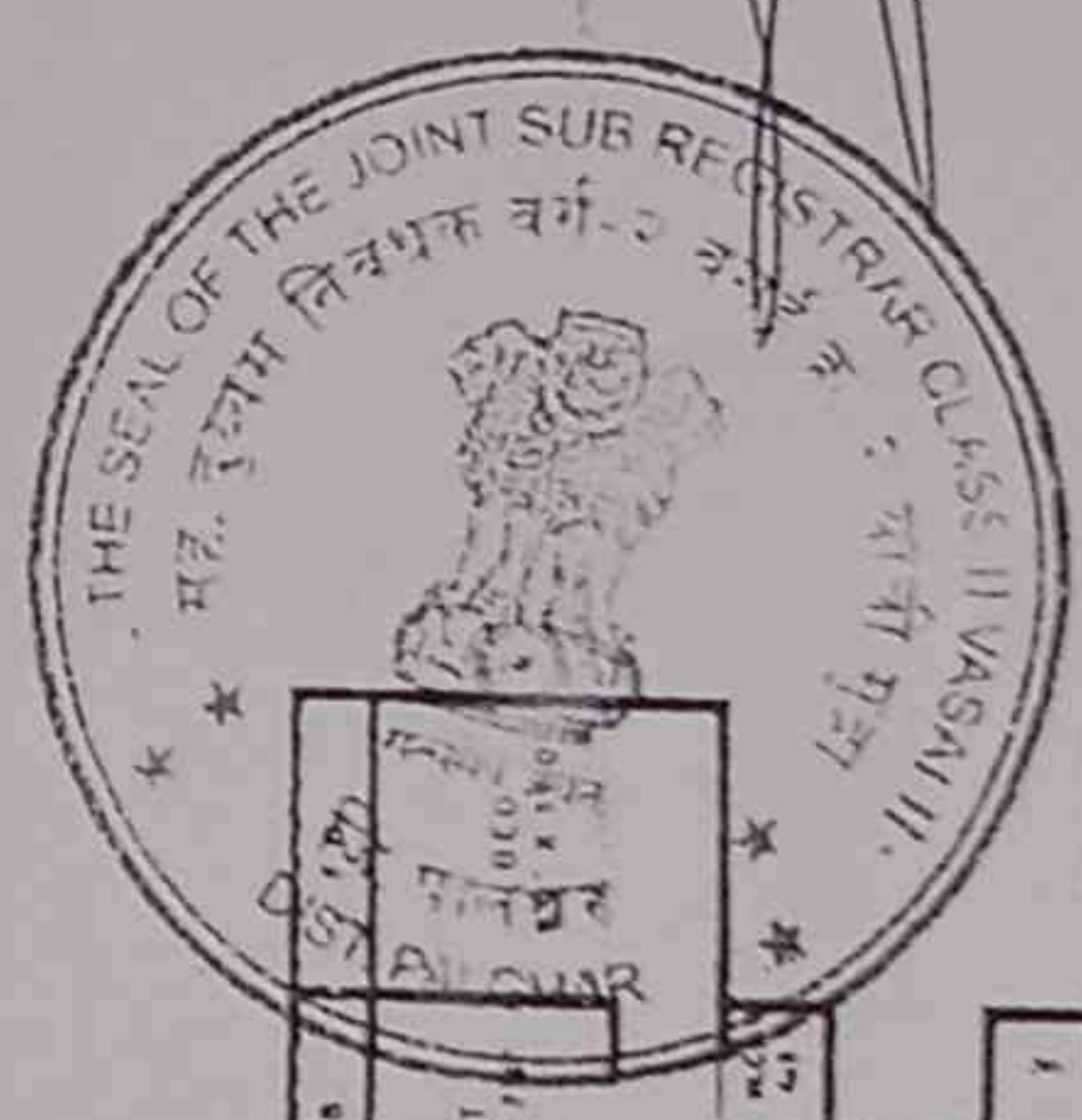
- c.c. to:
1. The Collector, Office of the Collector, Palghar
  2. The Tahasildar, Office of the Tahasildar, Palghar
  3. Dy. Municipal Commissioner, Vasai-Virar City Municipal Corporation
  4. Asst. Commissioner, UCD, Vasai-Virar City Municipal Corporation, Ward office
  5. M/s. EN-CON, G.7,8, "D" Wing, Sethi Palace, Ambadi Road, Vasai Road (W), Tal. Vasai, Dist : Palghar

# Typical Floor Plan



3E/20  
 3E/20

GARDEN



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(1)

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५/२०

## AGREEMENT



THIS ARTICLE OF AGREEMENT FOR SALE is made and entered in to at NALLASOPARA on this 15<sup>th</sup> day of June, in the Christian year Two Thousand Fifteen, BETWEEN M/S. **JAY BUILDERS & DEVELOPERS**, a Proprietary firm, through its Proprietor Shri. **RAJENDRA SATYANARAYAN SAHU** having its office at:- Shop No. 9, Jay Heritage, Opp. Patankar Park C.H.S., Patankar Park, Nallasopara (W), Taluka Vasai, District Palghar, hereinafter called "**THE BUILDER**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the title being of the said firm, their heirs, survivor or survivors) of the **FIRST PART;**

*[Signature]*

*[Signature]*

Verified From Original  
For THE STATE BANK OF INDIA LTD.

*[Signature]*  
Authorised Official

**KUNAL PAREKH**  
Passing Officer

वसई-२
दस्तावेज क्र. ए१२७/२०१८
ए / ७०

(2)

AND

MR. Shashikant Arun Shendge \_\_\_\_\_, Age- 24

MRS. \_\_\_\_\_, Age-

Residing at Room No.: 19, Poonam Sagar CHSL, Juber Patel  
 ...Road NR GCC club Shantividya Nagri Miraroad th  
 ...Pin No.: 401107.....

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

**WHEREAS :-**

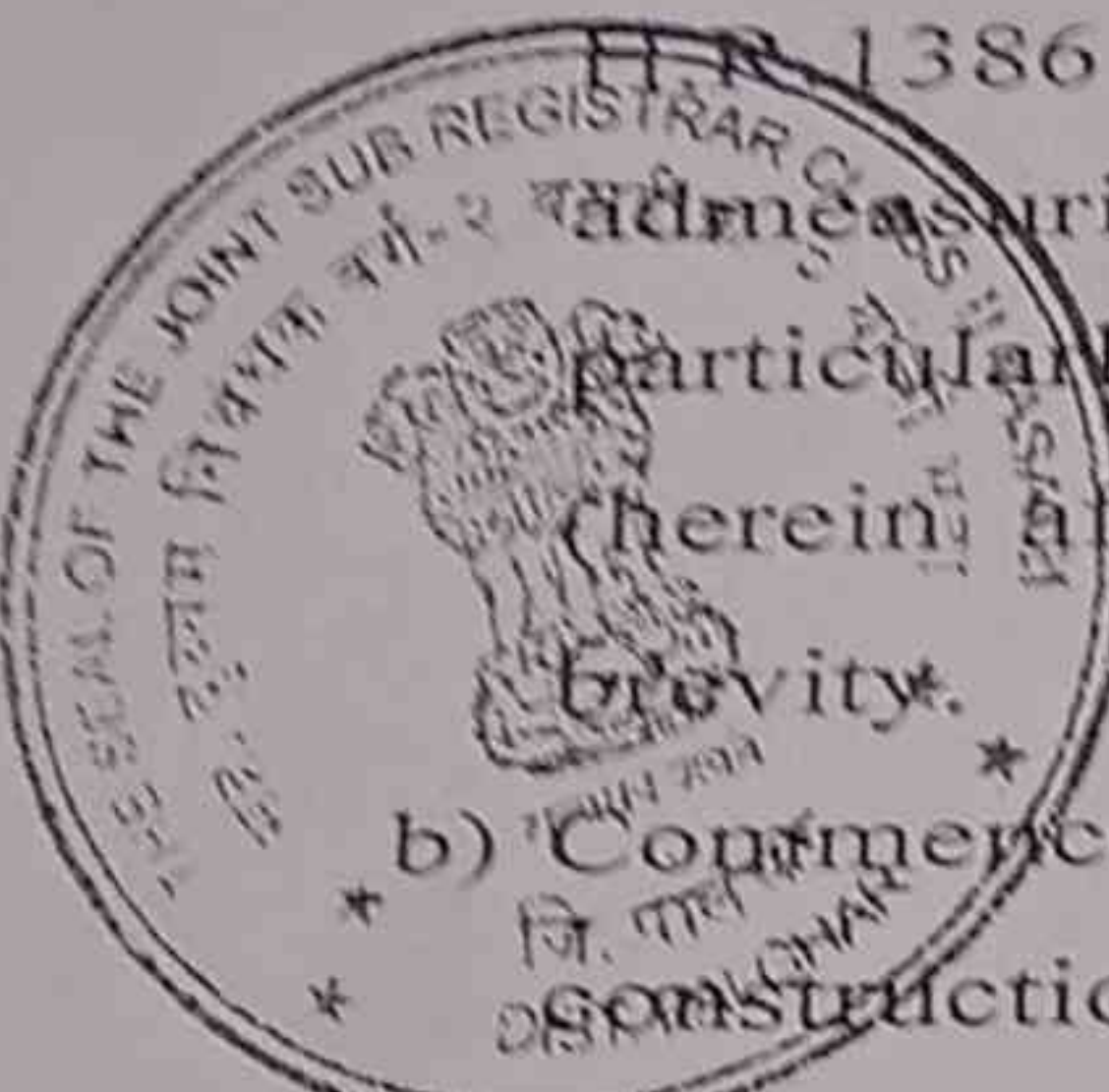
a) Mr. Suresh Poonamchand Jain (hereinafter referred to as the said owner for brevity's sake) are absolutely seized and possessed of or otherwise well and sufficient entitled to all those pieces or parcels of the non agricultural land or ground situate at village Sopara, Tal Vasai, Dist Palghar, S.No 37, H.No. 1, Plot No. 16, Admeasuring H.R. 1386 sq. mtrs., assessed at Rs. 368.68 paise and Plot No. 17, Admeasuring H.R. 1350 sq.mtrs., assessed at Rs. 359.10 paise, more particularly described in the first scheduled hereunder written, (hereinafter referred to as "The sai property") for the sake of brevity.

b) Commencement Certificate to the planning authority for construction of the residential with Shopline building on the larger land which was duly sanctioned by the planning authority wide Commencement Certificate No.VVCMC/TP/CC/VP-3128/0367 dated 20/03/2014 By Vasai Virar City Municipal Corporation.

c) The said land has been converted into N.A. by the office of Collector, Thane, has vide its order bearing No. MEHUSAL/K-1/T-9/NAP/SR-264/87, dated 28/11/1988.

*[Handwritten signature]*

*[Handwritten signature]*



(3)

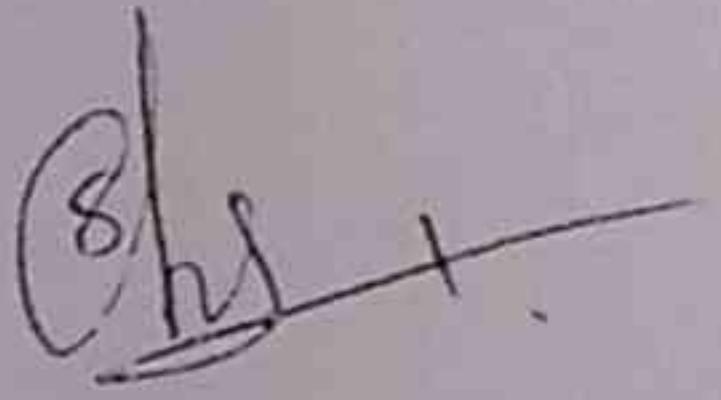
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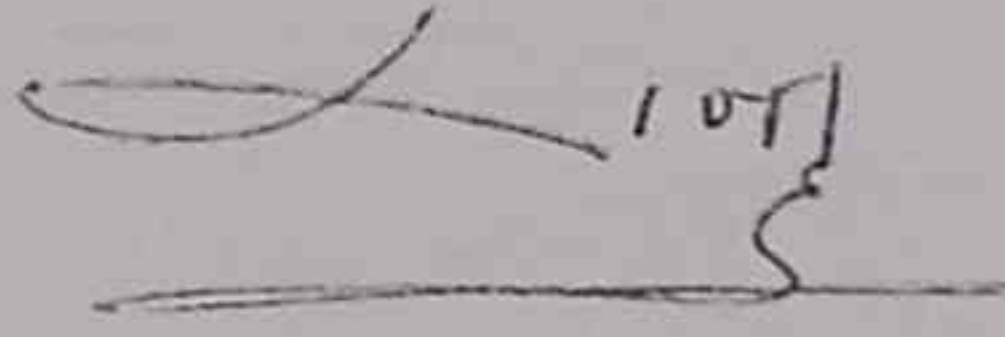
दस्त क्र ६१२७/२०१८

- d) By Development agreement dated 21/12/2016 and registered in the office of Sub-Registrar Vasai No.V (Virar), at Serial No. 6527/2016, Dated 21/12/2016, Mr. Suresh Poonamchand Jain (therein called "The Owners") of the first part and M/s. Jay Builders & Developers of the second part, the said Mr. Suresh Poonamchand Jain have granted the Development rights in respect of the said land to M/s. Jay Builders & Developers through its Proprietor Mr. RAJENDRA SATYANARAYAN SAHU, on the terms and conditions mentioned in the said agreement.
- e) The aforesaid Owners had given peaceful vacate possession of the said land to the Builders herein to construct the building thereon.
- f) The builders have engaged the service to M/s. EN-CON registered with the council of Architect and as a Structural Engine for preparation of the structural drawing of the building/s and the building/s and the builder accepts the professional supervision of the Architect and Structural Engineer till the completion of the building/s.
- g) The flat purchaser/s demanded inspection of documents from the Builders have given the same to the flat Purchaser/s of all the documents of tile relating to the said land, the Developers agreement and the plans, designs and specifications prepared by the builders, Architect M/s. EN-CON and of such other document as specified under Maharashtra Ownership Flats (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred as :The Said Act") and the rules made there under such specification has been duly given to and taken by the Purchaser/s, the Purchaser/s has/have also satisfied himself/herself/themselves about the same.
- h) The Builders have supplied to the Purchaser such of the documents as are mentioned in the Rule 4 of Maharashtra Ownership Flats, Rules 1964 as demanded by the Purchaser/s.

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS.**

- 1) The Builders shall construct the said plot of land more particularly described in the Schedule 'A' herein under written in accordance with the concerned local authority and which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as concerned local authority/s / Government to be made in them or any of them.









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(4)

2) The Flat purchaser/s hereby agrees to purchase from the builder and Builder hereby agrees to sell to the flat Purchaser/s one Flat bearing no. C./201 of saleable area measuring 600 square feet i.e. 55.74 square meters built up saleable area, (which is inclusive of the area of balconies), on 2<sup>nd</sup> floor in "C" Wing as shown in the floor plan in the complex known as **"JAY HERITAGE"** (hereinafter referred to as "The Said Flat") for the price of Rs. 31,25,000/- (RUPEES Thirty one Lakh Twenty five Thousand Only) including the price of the common area and facilities appurtenant to the premises, the nature, the extent and description of the common facilities which are more particularly described in the Schedule 'B' hereunder.

3) The said consideration of Rs. 31,25,000/- (Rupees Thirty one lakh Twenty five Thousand only) shall payable in the following manner:-

- \_\_\_\_\_ of the agreed price on booking of the flat/shop.
- \_\_\_\_\_ of the agreed price on the completion of plinth.
- \_\_\_\_\_ of the agreed price on the completion of 1<sup>st</sup> slab.
- \_\_\_\_\_ of the agreed price on the completion of 2<sup>nd</sup> slab.
- \_\_\_\_\_ of the agreed price on the completion of 3<sup>rd</sup> slab.
- \_\_\_\_\_ of the agreed price on the completion of 4<sup>th</sup> slab.
- \_\_\_\_\_ of the agreed price on the completion of 5<sup>th</sup> slab.
- \_\_\_\_\_ of the agreed price on the completion of bricks work.
- \_\_\_\_\_ of the agreed price on the completion of plaster.
- \_\_\_\_\_ of the agreed price on the completion of flooring.
- \_\_\_\_\_ of the agreed price on the completion of said flat.



4) The Builder hereby agrees to observe perform and comply with all the terms, conditions and stipulation and restriction, 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 Purchaser/s obtained from the concerned local body occupation and/or completion certificate in respect of the said flat.

*Chs+*

*[Signature]*

वसई-२

दस्त क्र ६१२७/२०१८

१०/००

(6)

sum till the date amounts and interest thereon is repaid, provides that mutual consent is agreed that

dispute whether the stipulation specified in section 8 have been satisfied or not will be referred to the competent authority which will act as an arbitrator till the entire amount and interest thereon is 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 buildings in which the flats are situated or were to be situated.

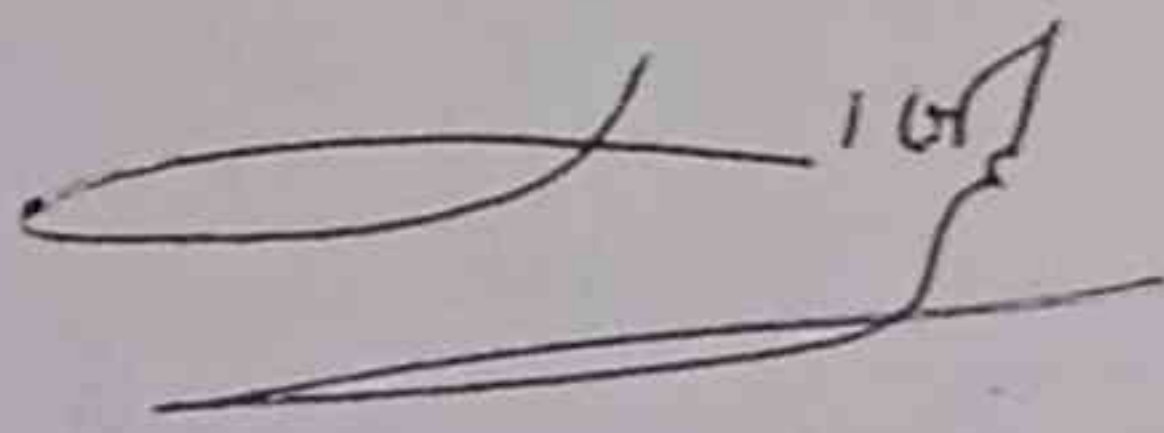
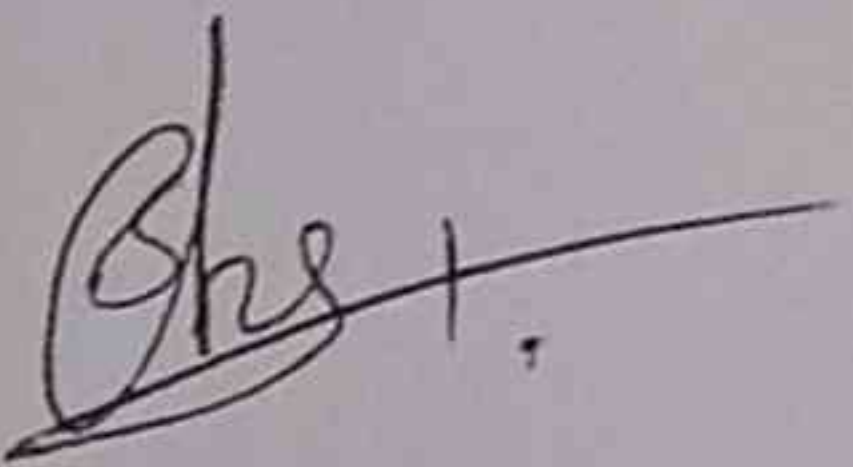
PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of buildings in which that flat is to be situated is delayed on account of:-

- Non availability of steel, cement, other building materials, water or electricity supply.
- War, Civil, Commotion or Act of God.
- Any notice, order, rule, notification of the Government, and/or other public or competent authority.

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

The flat Purchaser/s shall use that flat or any part thereof or permit the same to be used only for the purpose of RESIDENCE.

The flat Purchaser/s along with the other Purchaser/s of flats in the building/s shall join in forming and registering the society or a limited company to be known by name as JAY HERITAGE Co-operative Housing Society Ltd. The flat Purchaser/s will also from time to time sign and the registration of the society or limited company and for becoming member, including the bye laws of the proposed society and fulfill and sign and returns to the Builders within 7 days of the same being forwarded by the Builders to the flat Purchaser/s so as to enable Builders to register the origination of the flat Purchasers under section 10 of the said act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963. 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 the registrar of Co-



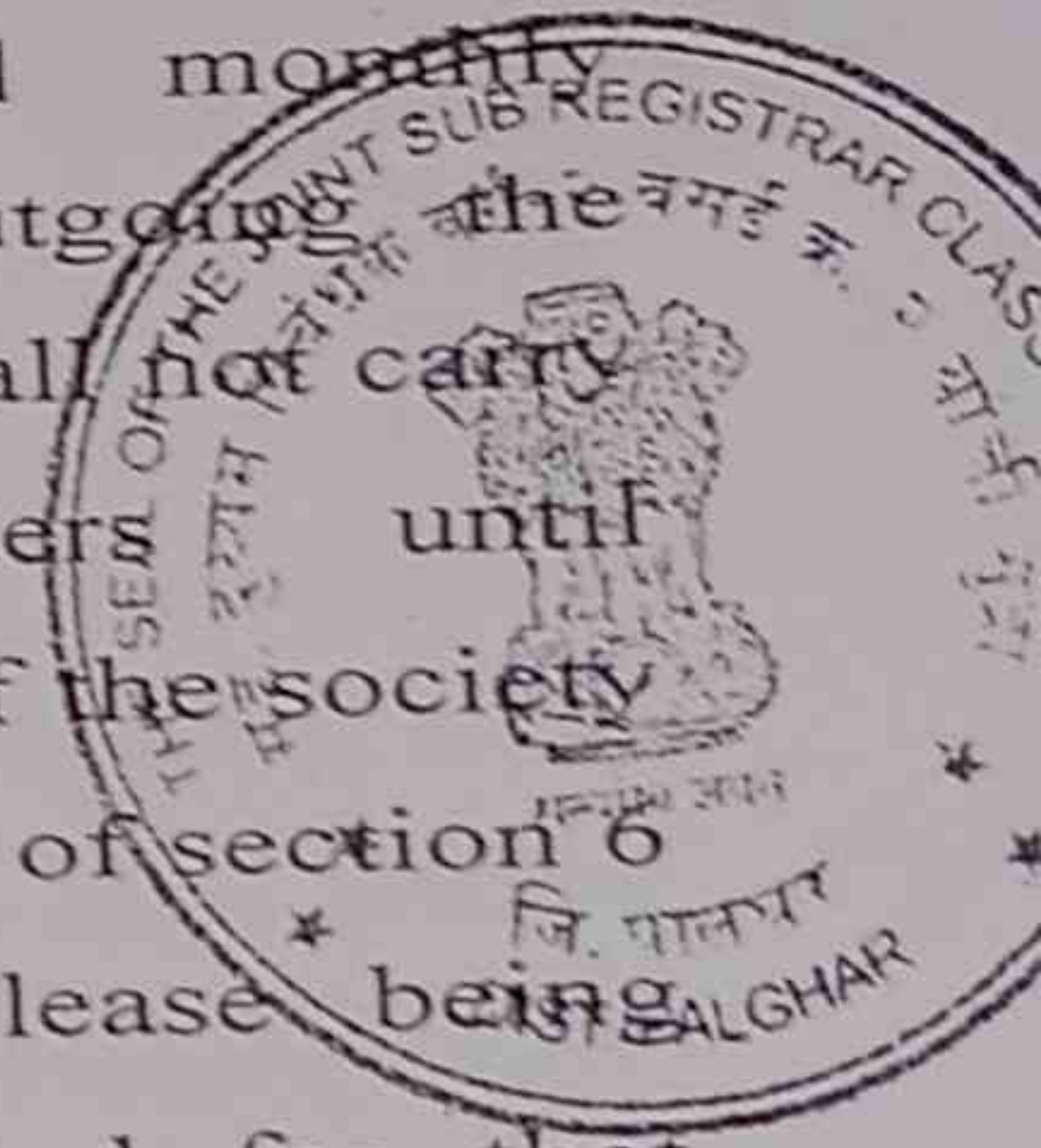
(7)

operative Society or the Registrar of Companies as the case may be or any other competent authority.

वसई-२  
दस्ता क्र ६१२०/२०१८  
११/०८

13) Unless it as otherwise agreed to by between the parties hereto the Builders shall within four months of registration of the society or limited company as aforesaid cause to be transferred to society or limited company all rights, title and interest of the vendors and/or owners in the aliquot part the said land together with the building/s obtained 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/s in favour of such society or limited company as the case may be such conveyance assignments of lease shall be keeping with the terms and provisions of this agreement.

14) Considering a week after notice in written is given by the builders to the flat Purchaser/s that the flat is ready for use and occupation, the flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the flats) of outgoing in respect of the said land and building namely local taxes, betterment charges and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintained of the said land and building. Until the society / limited company is formed and the said Building transferred to it the flat Purchaser/s shall pay to the builders such proportioned share of share pay to the Builders such proportionate share of outgoing as may be determined, the flat Purchaser/s share is so determined the flat Purchaser/s shall pay to the Builders provisional monthly compensation of Rs. \_\_\_\_\_ per month towards outgoing the amounts so paid by the flat Purchaser/s and the builders shall not carry any interest and remain with the Builders until Conveyance/Assignment of Lease is executed in favours of the society or a limited company as aforesaid subject to the provisions of section 6 of the said act. On such conveyance/assignment of lease being executed the aforesaid deposits (less deduction provided for that agreement) shall be paid over by the Builders to the society or the limited company as the case may be.



The flat Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reasons whatsoever.

*[Handwritten signature]*

*[Handwritten signature]*

(8)

(13)

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दस्तावेज क्र E920/2092
90 / 80

29) The Purchaser/s hereby agrees that in the event of any amount by way of premium or the security deposit is payable to the Municipal Corporation or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax payable of a similar nature becoming payable by 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 builder.

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

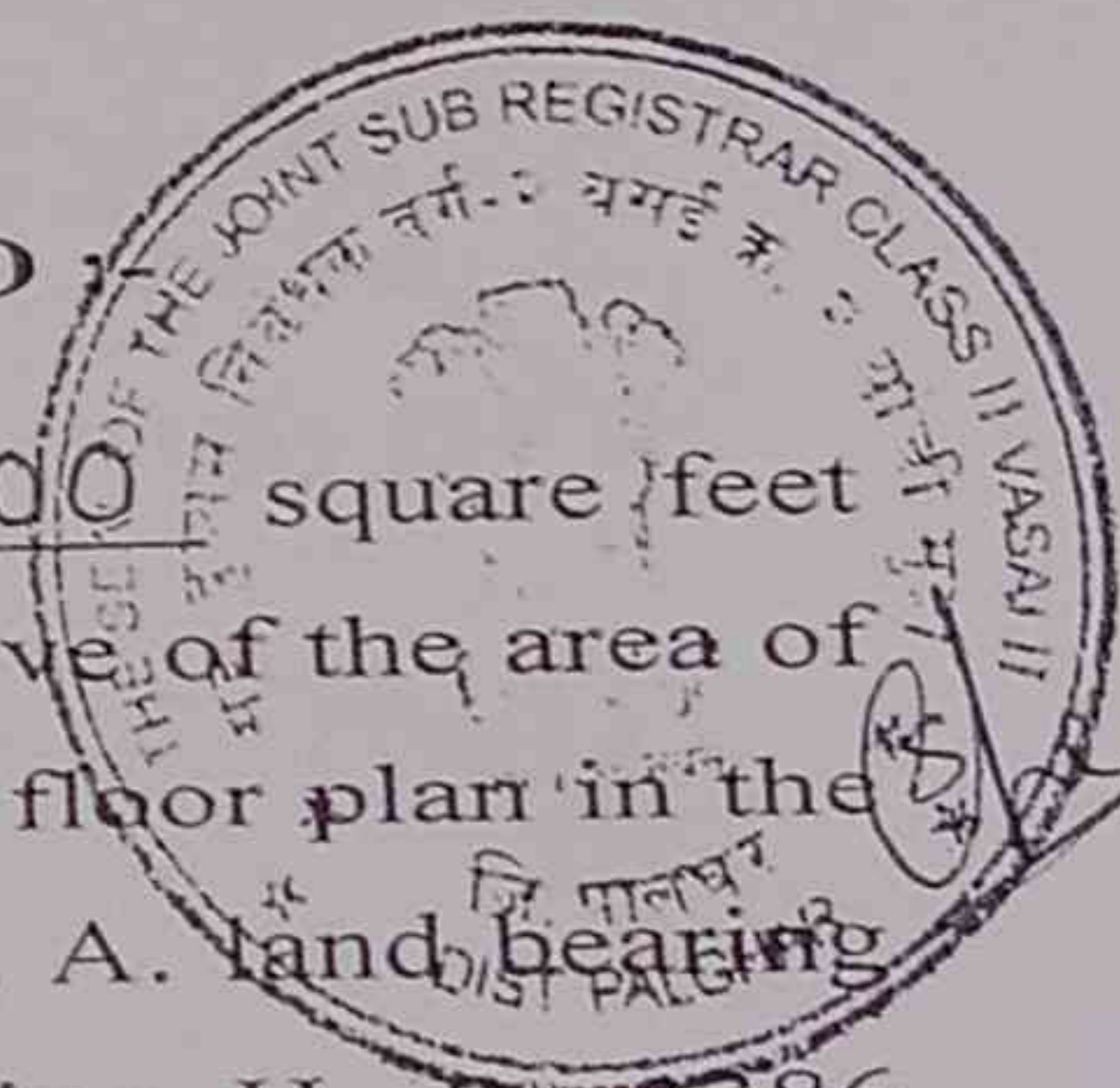
31) This agreement shall always be subject other provision of Maharashtra Co-operative Societies Act, 1960 with rules made there under also the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963.

**SCHEDULE 'A' ABOVE REFERRED TO :-**

ALL THAT Piece and parcel of N. A. land bearing survey No. 37, Hissa No. 1, Plot No. 16, admeasuring H. R. 1386 sq.mtrs., assessed at Rs. 368.68 paise, and Plot No. 17, admeasuring H.R. 1350 sq.mtrs., assessed at Rs. 359.10 paise, lying being and situate at Village Sopara, Taluka Vasai, District Palghar with the area of Sub-Registrar of Assurance at Vasai.

**SCHEDULE 'B' ABOVE REFERRED TO :-**

Flat/shop Bearing No. C/20 of saleable admeasuring 600 square feet i.e. 55.74 square meters saleable area, (which is inclusive of the area of balconies), on 2<sup>nd</sup> floor in "C" wing as shown in the floor plan in the complex know as "JAY HERITAGE", constructed of N. A. land bearing survey No. 37, Hissa No. 1, Plot No. 16, admeasuring H. R. 1386 sq.mtrs., assessed at Rs. 368.68 paise, and Plot No. 17, admeasuring H.R. 1350 sq.mtrs., assessed at Rs. 359.10 paise, lying being and situate at Village Sopara, Taluka Vasai, District Palghar with the area of Sub-Registrar of Assurance at Vasai.



*[Handwritten signature]*

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वसई-२  
दस्त क्र ६१२७/२०१८  
१८/१०

(14)

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE  
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE  
HANDS THE DAY AND THE YEAR FIRST HEREIN ABOVE  
WRITTEN.

SIGNED AND DELIVERED by the  
Within named "THE BUILDER"  
M/s. JAY BUILDERS & DEVELOPERS  
A Proprietorship Firm,  
Mr. RAJENDRA SATYANARAYAN SAHU



*[Signature]*

In the presence of \_\_\_\_\_

1. A.V. Shah
2. Bengane

SIGNED AND DELIVERED by the  
Within named "THE PURCHASER/S"  
Mr. Shashikant Arun Shendge  
Mrs./Ms. \_\_\_\_\_



*[Signature]*

In the presence of \_\_\_\_\_

1. A.V. Shah
2. Bengane

