



दस्तक्रमांक व वर्ष: 2497/2009

Wednesday, May 13, 2009

10:22:19 AM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कामोठे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (गाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नगूद करावे) मोबदला रु. 871,000.00
बा.भा. रु. 1,988,040.00
- (2) भू-भाषण, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: उपविभागाचे नाव 15अ/31**सादगिका क्रमांक सी 401, वीथा गजला, "शुभ कॉम्प्लेक्स", प्लॉट नंबर 29,30 व 31, रोक्टर 31, कामोठे फेज 2, ता.पनवेल, जि.रायगड.
- (3) क्षेत्रफळ (1) 65.56 चौ.मी. बिंदूअप व टेरसा 1.77 चौ.मी.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) गे.भूमी रियाल्टर्स तर्फे मागीदार भरत एन पटेल तर्फे अख.हितेश एरा ठक्कर नं: ऑ.4, शुभांगन कॉम्प्लेक्स, प्लॉट 25ए, रो 7, कामोठे; गल्ली/रस्ता: ; इमारतीचे नं: -; पेठ/वसाहत: -; शहर/गाव: ; तालुका: ; पिन: ; पॅन नंबर: एएजीएफवी
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) चंद्रकांत रामनाथ कातकाडे - -; घर/प्लॉट नं: 505, घर्मानंद टॉवर, गंडार आशमोर, ठाणे; गल्ली/रस्ता: -; इमारतीचे नाव: ; इमारत नं: ; पेठ/वसाहत: ; तालुका: -; पिन: -; पॅन नंबर: AYJJK 6412 H.
- (7) दिनांक करून दिल्याचा 13/05/2009
- (8) नोंदणीचा 13/05/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 2497 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 101882.40
- (11) बाजारभावाप्रमाणे नोंदणी रु 19880.00
- (12) शेर



सद्व्यम निबंधक
(पनवेल-2)



Wednesday, May 13, 2009

10:20:14 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2529

गावाचे नाव कान्हे

दिनांक 13/05/2009

दस्तावेजाचा अनुक्रमांक

उरण - 02497 - 2009

दस्तावेजाचा प्रकार

करारनामा

सादर करणाराचे नाव: चंद्रकांत रामनाथ कातकाडे - -

नोंदणी फी

19880.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

880.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (44)

एकूण रु.

20760.00

आपणास हा दस्त अंदाजे 10:34AM ह्या वेळेस मिळेल

दुय्यम निबंधक

सहायक निबंधक

(समवेत-2)

बाजार मुल्य: 1988040 रु.

मोबदला: 871000 रु.

भरलेले मुद्रांक शुल्क: 101950 रु.

दस्तावेज पत्र दिला.

सिपीक

दुय्यम निबंधक, उरण

मुळ दस्तावेज प्रत्येक मिळाला

पदावर राखी सही

(698)

CUSTOMER'S COPY
 DEPARTMENT OF POSTS, INDIA (MAHARASHTRA CIRCLE)

NAME OF POST OFFICE 748. 12/5199

FRANKING VALUE 101950

NO. OF DOCUMENTS 1
 PAN NO. A4JPK 6412 H.
 NAME OF STAMP DUTY PAYING PARTY
Chandrabhair Khatke
Muna.
 NAME OF THE COUNTER PARTY Munabhai

NAME OF DOCUMENT Agreement for sale
 PAY ORDER NO. BY _____
 DATE OF ISSUE _____
 AMOUNT IN _____

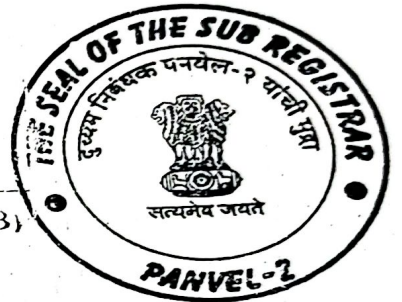
FOR POST OFFICE USE ONLY

TRANSACTION ID 113175 (13:35)
 FRANKING SR. NO. 716

POST OFFICE STAMP IMPRESSION _____

CLEAR _____ AUTHORIZED SIGNATURE (IN/KN/KA/PA/SP/MA) _____

Asstt. Post Master (SB)
Panvel HO- 410206



AGREEMENT FOR SALE

THIS AGREEMENT made at Navi Mumbai this 12 day of MAY, 2009, between **M/S. BHOOMI REALTORS** a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932, having its office at Shop No.-4, Subhaaran Complex, Plot No.-25A, Sector No.-7, Kamothe, Tal.-Panvel, Dist.-Raigad, hereinafter called **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include Partners or Partner for the time being of firm, the survivors or survivor of them and the heirs, executors and administrators of the last Surviving Partner and his/her/their of the One Part;

POSTMASTER
 PANVEL HO
 PANVEL - 410206
 113175
 MAY 12 2009
 13:35
 R.S. 101950/- PB6772
 STAMP DUTY
 MAHARASHTRA
 Chandrabhair Khatke

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 2886 2009
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: 2 :

AND

SHRI/SMT./MISS./M/S. CHANDRAKANT RAMNATH KATKADE.
AGE: 26 YEARS., having address at
505, DHARMANAND TOWER, BHAODAR ALI,
OPP: PRABHAT CINEMA, THANE: (WEST).

hereinafter referred to as "THE ALLOTTEE(S)" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successor(s) and permitted assigns) of the Other Part;

WHEREAS THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (I of 1956), (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as New Town Development Authority, under the provision of Sub Section (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of powers for the area designated as site for a New Town under Section (1) of Section 113 of the said Act;

AND WHEREAS the State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act;

AND WHEREAS by virtue of being the Development Authority, the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;



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e) Be and remain in possession of the said Plots during the entire tenure of the said Agreement and/or be deemed to be and continue to be and remain in possession for the purpose of carrying out the construction of the said Plots till the said M/S. BHOOMI REALTORS are paid the amount to which they are entitled under the said Agreement in full.

f) Upon completion of the building and on payment of the entire consideration amount payable by the members/proposed members of their respective Flats/ Shops and other premises, to the said M/S. BHOOMI REALTORS, (the Developers herein) the Developers shall handover the possession of the Flats/Shops and other premises to the respective members/proposed members of the said Society.

g) The first lien on the said Plots and the building constructed thereon and/or any part or portion thereof or any part of the amounts payable under the terms and conditions of the said Agreement to the said M/S. BOOMI REALTORS shall remain with the Developers.

AND WHEREAS the Developers have adhered to and otherwise observed and performed all the terms and conditions and covenant as contained in the said Agreement to Lease dated 28/03/2003 and the said Development Agreement dated 18/11/2005 and all of the same are valid, subsisting and are in full force and the Developers have not committed any breach of the terms or conditions thereof.

AND WHEREAS the said Society has prepared a layout in respect of the said plots providing for construction of a building for residential commercial use. The building to be constructed on the said Plots is to be known as '**SHUBH SHAGUN COMPLEX**'.

AND WHEREAS the Corporation has issued Commencement Certificate No.-CIDCO/ATPO/187, dated 09/02/2005 in respect of the construction of the building on the said Plots of land.



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AND WHEREAS the Allottee(s) has/have taken inspection of and satisfied himself/herself/themselves with regard to the Agreements and other documents, deeds and writings referred to in the foregoing recitals and is/are aware of the facts and purpose thereof and has/have agreed and consented to the same. The Allottee(s) has/have also taken inspection of and satisfied himself/herself/themselves with regard to the plans of 'SHUBH SHAGUN COMPLEX' and has/have authorised the Developers to carry out the amendments and modifications thereof as may be approved by the local Authority or Government.

AND WHEREAS at the request of the Allottee(s), the Developers in pursuance of the powers and authorities contained in the Agreements referred to hereinbefore have agreed to allot to the Allottee(s) Flat(s)/Shop(s) bearing number 401 in the C Wing on the FOURTH floor of the building known as 'SHUBH SHAGUN COMPLEX' on the said Plots at or for the consideration and on the terms and conditions contained herein for a lumpsum consideration of Rs. 871000/- (Rupees Eight lacs seventy one thousand - Only).

AND WHEREAS the Allottee(s) has/have demanded from the Developers and the Developers have given inspection to the Allottee(s) of all the documents of title relating to the said Plots, the plans, designs and specifications prepared by the Developers and the Architect of the Society and such other documents as are specified by the provisions of the Maharashtra Ownership Flats (Regulations of the Construction, Sale, Management and Transfer) Act, 1962 (hereinafter called "THE OWNERSHIP FLATS ACT") and the Rules made thereunder.

AND WHEREAS copies of the Certificate of Title issued by SHRI S. BONDRE, Advocate of the Developers is hereby annexed and marked 'Annexure-A'.

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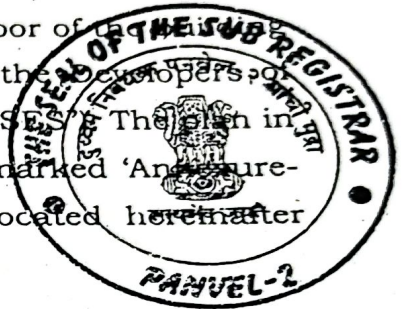


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5) Building to be constructed on the said Plots shall always be known as 'SHUBH SHAGUN COMPLEX' herein referred to as "THE SAID BUILDING".

6) The said Building shall be constructed by the Developers in accordance with the building plans prepared by their Architect and sanctioned by the Concerned Authorities as aforesaid with such modifications thereto as the Developers may incorporate therein.

7) The Developers shall allot to the Allottee(s) and the Allottee(s) shall acquire from the Developers Flat(s)/ Shop(s) bearing number 401 in C Wing on the FOURTH floor of the 'SHUBH SHAGUN COMPLEX' being constructed by the Developers of the said Plots (herein referred to as "THE SAID PREMISES"). The plan in respect of the said Premises is hereto annexed and marked 'Annexure-B'. The Building in which the said Premises is located hereinafter referred to as "THE SAID BUILDING".



8) The Carpet Area of the said Premises is 54.63 Sq. Mts. inclusive of area of window box, cupboard, terrace, and loft if any) and Terrace/Loft area 1.77 Sq. Mts. For the purpose of calculation of Stamp Duty the built up area of the Premises is 65.56 Sq. Mts.

9) The Allottee(s) shall pay to the Developers as consideration for the allotment of the said Premises, which is inclusive of the consideration for the proportionate share of the said Premises in the common areas and facilities of the said Building, the intent of the Parties being that the said Premises will be allotted to the Allottee(s) with all the appurtenant rights for the lumpsum price of Rs. 871000/- (Rupees Eight lac seventy one thousand Only) exclusive of stamp duty, registration charges, other charges payable to the Concerned Authorities, water, drainage and electrical service connection charges and deposits, electric cable laying expenses, transformer electrical sub

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cancellation. The amount thus payable will be only paid after the allotment of the said Premises to the Third Party.

41) All costs, charges and expenses in connection with preparation, engrossing, stamping and registering conveyance and any other documents required to be executed by the Developers or by the Allottee(s) stamp and registration charges in respect of such documents transferring the Building in favour of the said Society in respect of the Premises as well as the entire professional cost of the Advocates of the Developers in preparing and/or approving all such documents shall be borne and paid by the Society or proportionately by the members of the said Society. The Developers shall not contribute anything towards such expenses. The Allottee(s) shall on demand pay to the Developers his/her/their proportionate share in regard to the above.

First Schedule hereinabove referred to

All that pieces and parcels of land bearing Plot numbers 29, 30 & 31 in Sector No.-34, Phase-II, Kamothe, Tal.-Panvel, Dist.-Raigad, totally admeasuring 3856 Sq. Mts. or thereabouts and bounded as follows; that is to say:

On or towards the North by : Market
On or towards the South by : 30.00 Mts. Wide Road
On or towards the East by : Plot No.-22
On or towards the West by : 20 Mts. Wide Road



Second Schedule hereinabove referred to

1) The expenses of maintaining, repairing, re-decorating etc. of the main structure and in particular the roof, gutters and rain water pipes and electric wires, drainage lines in under or upon the Building and enjoyed or used by the Allottee(s) in common with other occupiers of other Premises at the main entrance, passage, landings as enjoyed

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by the Allottee(s) used by him/her/them in common as aforesaid and the boundary walls of the building compound terrace etc.

- 2) The cost of clearing and lighting the passage, landings, staircases and other part of the building enjoyed or used by the Allottee(s).
- 3) The cost of decorating the exterior of the Building.
- 4) Salaries of clerks, bill collectors, sweepers, security guards etc.
- 5) The costs of working and maintenance of water pumps, light and other service charges.
- 6) Local Authority and other taxes and other assessments.
- 7) Insurance of the Building i.e. fire insurance and any other insurance.
- 8) Such other expenses as are necessary for incidental for the maintenance and upkeep of the building.
- 9) Maintenance of lift, reconstructing facility, fire fighting system, services etc.




In witness whereof, the Developers and the Allottee(s) have hereunto set and subscribed their hands and seals the day and year first hereinabove written.

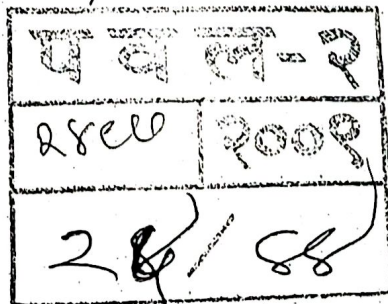
SIGNED, SEALED & DELIVERED BY)
THE WITHIN NAMED DEVELOPERS)
M/S. BHOOMI REALTORS)

Mr. Bharat N. Patel

IN THE PRESENCE OF

① S.S. Dohal - 

② R.K. Bhoopi - 



SIGNED & DELIVERED BY THE)
WITHIN NAMED ALLOTTEE(S))
CHANDRANATH RAMNATH KATKADE.)
PAN NO. AYJPK 6412 H)
_____)
_____)

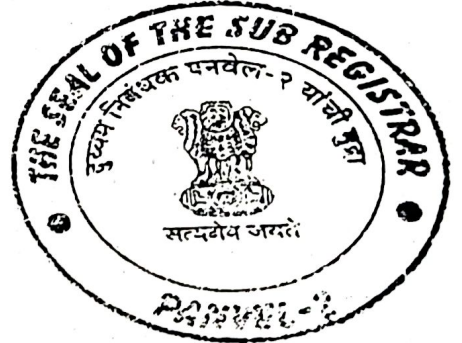
Chandranaath Katkade



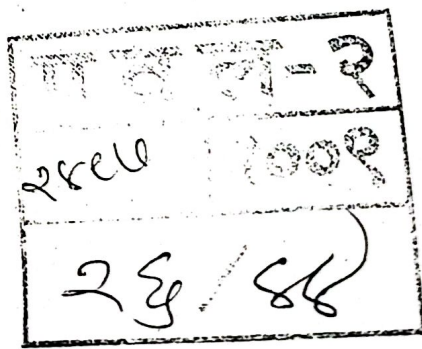
IN THE PRESENCE OF
① S.S. Dabale *JD*
② R.K. Bhopi *BN*
RECEIVED THE DAY AND THE)
YEAR FIRST HEREINABOVE)
WRITTEN OF AND FROM THE)
WITHIN NAMED ALLOTTEE(S) A)
SUM OF RS. 871000/-)
(RUPEES Eight Lacs)
seventy one thousand)

Chandranaath Katkade

_____ ONLY))
BY CASH / CHEQUE / DRAFT)
BEARING THE FOLLOWING)
PARTICULARS PAID BY HIM/)
HER/ THEM TO US.)



IN THE PRESENCE OF
① S.S. Dabale *JD*
② R.K. Bhopi *BN*



REF. NO. CIDCO/ATPO/ 1182

9/2/88

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.
COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXIV) of 1966 to

Eshikesh Coop Housing Society.
Unit Plot No. 29, 30, 31 Road No. _____ Sector 34 Node Kamathu. of

Navi Mumbai. As per the approved plans and subject to the following conditions for the development work of the proposed Residential Building (G+7) Storeyed.

Residential net BUA = 4908.391 m². Commercial net BUA = 865.475 m²
Total proposed net Built up Area = 5774.366 m².
(Nos. of Residential Units 124 Nos. of Commercial units 33)

This Certificate is liable to be revoked by the Corporation if :-

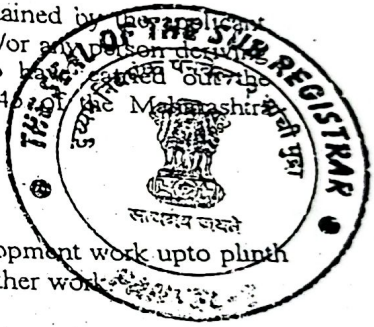
- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

The applicant shall :

- 2(a) Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit authorised officers of the Corporation to enter the building or premises, for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.

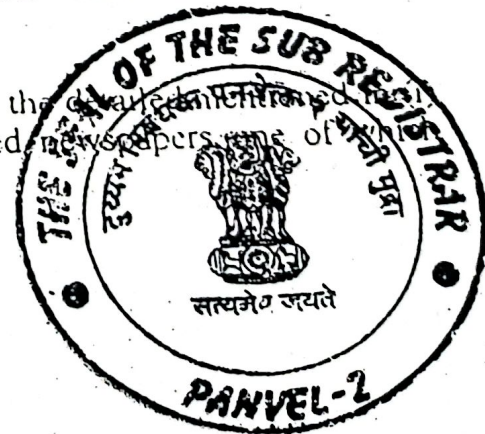
3. The structural design, building materials, installations, electrical installations etc. Shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and / or GDCRs - 1975 in force.

4. The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter revalidation of the same shall be done in accordance with provision of Section-48 of MRTP Act- 1966 and as per regulation no.16.1(2) of the GDCRs - 1975.




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5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and /or every person deriving title through or under him.
6. A certified copy of the approved plan shall be exhibited on site.
7. The amount of Rs 10,000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
8. "Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".
9. You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
10. As per Govt. of Maharashtra memorandum vide No.TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19th July,1994 for all buildings following additional conditions shall apply
- As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-
 - Name and address of the owner/developer, Architect and Contractor.
 - Survey Number/City survey Number, Plot, Number/Sector & Node of Land under reference alongwith description of its boundaries.
 - Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.
 - Number of Residential flats/Commercial Units with areas.
 - Address where copies of detailed approved plans shall be available for inspection.
 - A notice in the form of an advertisement, giving all the details mentioned above, shall be published in two widely circulated newspapers one of which should be in regional language.

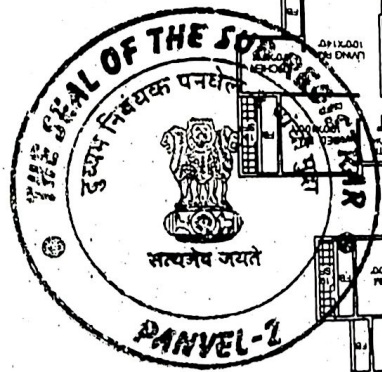
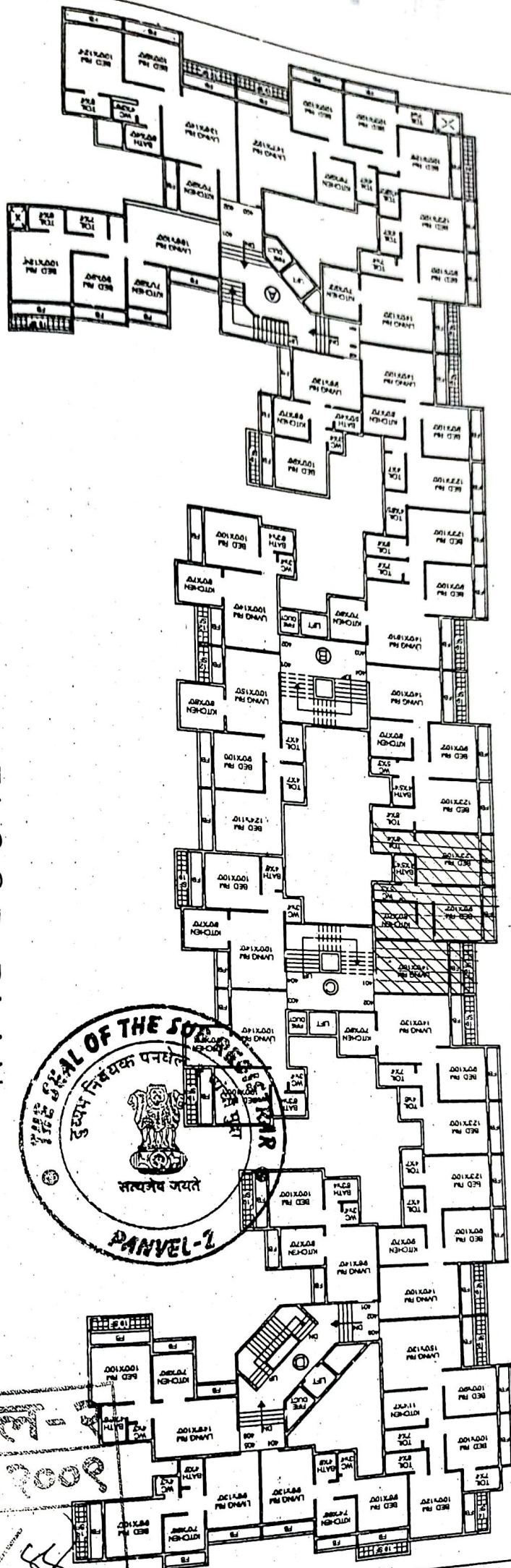


PISHIKESH J. S. LTD.
 23/30/31, SECTION-3A,
 KANAKHE PRA.
 WING - C

SELLER'S SIGNATURE


PURCHASER'S SIGNATURE


FOURTH FLOOR PLAN



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 8
 79