Wednesday, May 13, 2009

पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र. : 2530

कामांचे गावाचे नाव

दिनांक

13/05/2009

दस्तऐवजाचा अनुक्रमांक

उरण - 02498 - 2009

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:चंद्रकांत रामनाथ कातकांडे

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भरलेले मुद्रांक शुल्क: 107900 रु.

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दुब्बम् निबंधक, उरण



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AGREEMENT FOR SALE	
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AND

SHRI/SMT./MJSS./MJS. CHANDRAKAN	T RAMNATH KATKADE	
AGE - 26 YEARS	, having address at	
505, DHARMANAND TOWER	TSHANDAR ACI,	
OPP: PRABHAT CINEMA, THAN	E. (NERT)	
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 respect	ive heirs, executors,	
administrators, successor(s) and permitted a	ssigns) of the Other Part;	
	,	

INDUSTRIAL THE CITY AND WHEREAS DEVELOPMENT MAHARASHTRA CORPORATION OF LIMITED, is 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 powers for the area designated as site for a No Section (1) of Section 113 of the said Act;

AND WHEREAS the State Government has acquired 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 provision 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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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 601 in the C Wing on the Sixth floor of the building known as 'SHUBH SHACUN 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 Gight One thousand Only).

AND WHEREAS the Allottee(s) has/have demanded from the Developers and the Developers have given inspection to the Allotte and the decimal and the documents of title relating to the said Plots, the plant resigns and specifications prepared by the Developers and the Architect is the Society and such other documents as are specified by the provisions of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, Reminafter called "THE OWNERSHIP FLATS ACT") and the Rules made there under.

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

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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".
- 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.
- 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 the Cristian of Stamp Duty the built up area of the Premises is 1.77 Mts.
- The Allottee(s) shall pay to the Developers as 9) for the allotment of the said Premises, which is increase 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 5 even H aC 8710001 (Rupees Rs. Only) exclusive of stamp duty, one thousand 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.

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 transfering 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 2018. Sector No.-34, Phase-II, Kamothe, Tal.-Panvel, Dist. Raigad admeasuring 3856 Sq. Mts. or thereabouts and bourged a

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

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 and the main entrance, passage, landings as enjoyed

Sanctioned plans.

Permission is hereby granted under section-45 of the Maharashtra Regional and Town
Planning Act., 1966 (Maharashtra XXIVII) of 1966 to
Rishikesh Coop Housing Society.
Unit/Plot No.29,30,21 Road No Sector 34 Node kamothe. of
Navi Mumbai. As per the approved plans and subject to the following conditions for the
development work of the proposed Residential Building (a+7) storeyed.
Paidential net BUA: 4908, 191m2. Commercial net BUA: 865.473
with the property of the prope
(Nos. of Residential Units 124 Nos. of Commercial units 33)
1. This Certificate is liable to be revoked by the Corporation if:-
l(a) The development work in respect of which permission is granted under this

Any of the conditions subject to which the same is granted or any of the 1(b) restrictions imposed upon by the Corporation is contravened.

certificate is not carried out or the use thereof is not in accordance with the

The Managing Director is satisfied that the same is obtained by the applicant l(c)through fraud or Misrepresentation and the applicant and title under him, in such an event shall be deemed development work in contravention of section-43 Regional and Town Planning Act-1966.

The applicant shall: 2.

- Give a notice to the Corporation for completion of development work upto 2(a) level, atleast 7 days before the commencement of the farther work.
- Give written notice to the Corporation regarding completion 2(b)
- Obtain Occupancy Certificate from the Corporation. 2(·c)
- Permit authorised officers of the Corporation to enter the building or premises, 2(d)for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.
- The structural design, building materials, installations, electrical installations etc. Shall 3. 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.
- The Certificate shall remain valid for period of 1 year from the date of its issue, thereafter 4. 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

- 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.P. 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:-
 - a) Name and address of the owner/developer, Architect and Contractor...

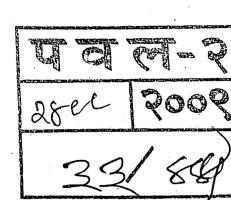
b) Survey Number/City survey Number. Plot, Number/Sector & Node of Land under reference alongwith description of its boundaries.

c) Order Number and date of grant of development reprises of permission issued by the Planning Authority or any other authority.

d) Number of Residential flats/Commercial Units with the second of the s

e) Address where copies of detailed approved plans inspection.

A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.



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