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दिनांक 28/05/2002

दरत्तऐवजाचा अनुक्रमांक

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दरता ऐवजाचा प्रकार

महार ताता

सादर करणाराचे नाव

अशास क. वाजधेशी

नोंदणी फी

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720.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (36)

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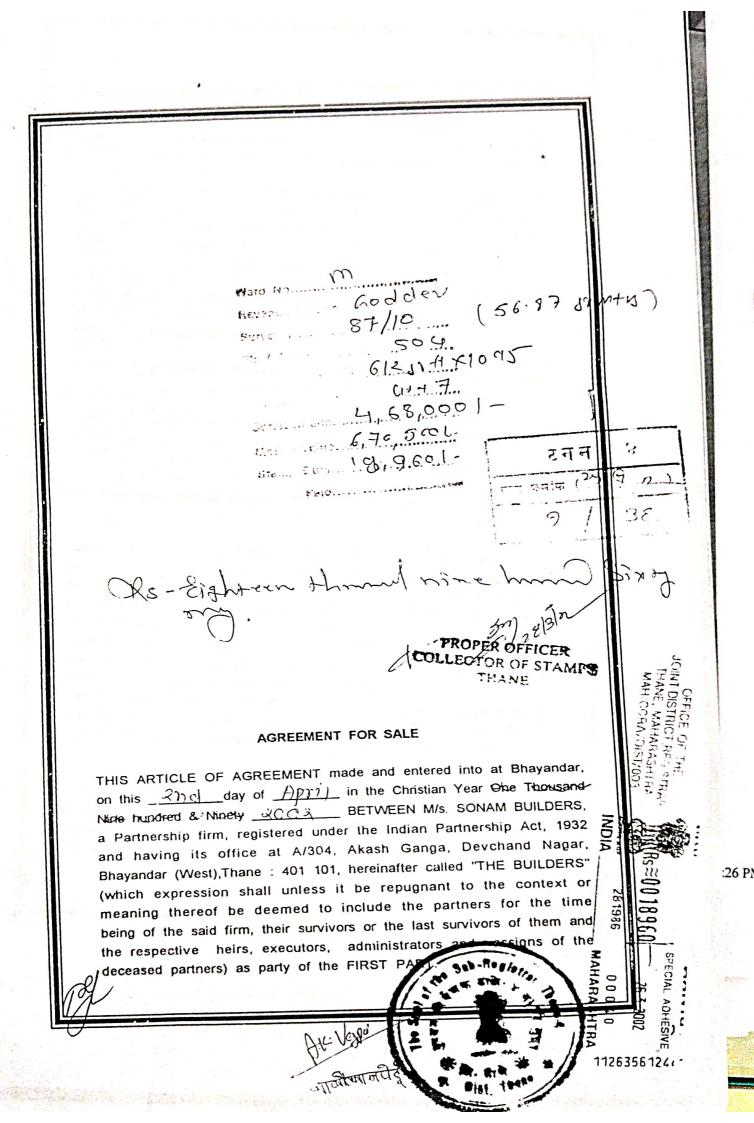
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आपणास हा दस्त अंदाजे 1:59PM ह्या वेळेस मिळेल

दुय्यम निंवधक

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मुद्रांक शुल्क :- 18890



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(I): AND WHEREAS originally one Mr.Balaram Bistur Patil, was the absolute owner of all that piece and parcel of free hold land admeasuring about 610 sq meters equivalent to about 730 sq yards of thereabout bearing Old Survey No:355, New Survey No: 87, Hissa No: 2 of Village Goddev, Taluka and District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder sold, transferred and assigned all his right, title and Interest in the said property over to Mr. Satendrakumar Jaswantraj Amrut & Mrs. Nirmaladevi J. Amrut vide a sale Deed Dt: 30th November 1992 registered with the Sub-registrar, Thane under C.No:191 ('Hereinafter referred to as the "SAID FIRST PROPERTY")

AND WHEREAS vide an Agreement Dt: 26th September 1994, the said Mr.Satendrakumar Jaswantraj Amrut and Mrs. Nirmaladevi J. Amrut had transferred and assigned all their right, title and Interests in the said first property to and in favour of M/s Sonam Builders, a partnership firm and the party of the first part in this agreement and also called as the Builders.

(II): AND WHEREAS one Mr.Himmatlal Popatlal Shah & 2 other were fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 1490 sq meters equivalent to about 1782 sq yards or thereabout bearing Old Survey No:357, New Survey No:84, Hissa No:1 of Village Goddev, Taluka and District: Thane and in the Registration District and Subdistrict of Thane and more particularly described in the hereunder sold, transferred and assigned all his right, title and Interest in the said property over to Mr. Devendra R. Goyal vide an Agroement for sale Dt:15th January 1993 and also execute a Power of Attorney Dt:18th July 1994, in favour of the said Mr.Devendra R. Goyal (hereinafter referred to as the "SAID SECOND PROPERTY")

AND WHEREAS vide an Agreement for sale cum Development of the September 1994, the said Mr.Devendra R. Goyal had transferred and assigned all his right, title and Interest in the said Second Property to and in favour of M/s Sonam Builders, a partnership firm, the Bolders and the party of the first part in this Agreement.

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(III): AND WHEREAS one Mr. Julious Inas Rodricks & 7 others fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 6290 sq yards or thereabout equivalent to about 5261 sq mtrs and bearing Old Survey No:356, New Survey No:86, Hissa No:1 (Pt) within the limits of Mira-Bhayandar Municipal Council, Taluka and District: Thane and in the Registration District and Sub-District of Thane and more particularly described in the schedule hereunder sold, transferred and assigned all his right, title and Interest in the said property over to Mis.Kurnal Constructions, a Proprietory firm of Mr. Ramchandra J. Vaishnav, vide an Agreement for sale Dt: July 1994 (Hereinafter referred as the "SAID THIRD PROPERTY")

AND WHEREAS the said Mr. Julious Inas Rodricks & 7 others the original owners executed an Irrevocable Power of Attorney Dt:30th July 1994 in favour of the said Mr. Ramchandra Jetharam Vaishnav, Proprietor of M/s. Kurnal Constructions, to do all acts, deeds, things and matters including rights of developing and conveying the said Third Property.

AND WHEREAS vide an Agreement Dt:3rd September 1994, the said Mr. Ramchandra Jetharam Vaishnav, Proprietor of M/s. Kurnal Constructions had transferred and assigned all his right, title and Interests in the said Third Property to and in favour of M/s. Sonam Builders, a partnership firm, the Builders and the party of the first part hereinabove mentioned as per the details and terms and conditions as mentioned in the said Agreement Dt:3.9.94.

AND WHEREAS one Mrs. Monica Manuel Parira along with (1) Mrs. Teresa Mathew Almeida (2) Angela Freddy Verel (3) Martin Domnic Rodriques (4) Gerald Domnic Rodriques (5) Joana Sydney Parira (6) Maria Domnic Rodriques (7) Norman Freddy Verel (8) Sharen Benjamin Fernandes and (9) Maxma Paul Maraes were fully seized & possessed and the absolute owners of all that piece and admeasuring about 2601 sq yards or hold land thereabout equivalent to about 2150 sq mtrs and bearing Old Survey No:354, New Survey No:88, Hissa No:6 and also of all that piece and parcel of free hold land admeasuring about 3218,4 sq yards or thereabout equivalent to about 2660 sq mtrs and bearing Old Survey No:336, New Survey No:17, Hissa No:6, both the above lans lying within at village: Goddev, Taluka and District: Thane and Lin the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID FOURTH PROPERTY") sold, transferred and assigned all their right, little and Interest in the said Fourth Property to (1).Mr. Mahadeo

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Shripat Kadam (2).Mr Babuda Mahadeo Kadam (3).Mrs, Suman Vishwanath Kadam (4).Mrs. Ratna Ashok Kadam & (5).Mr. Ramakant Mahadeo Kadam vide an Agreement for sale cum Development Dt:30th March 1993 and on the terms and conditions therein.

AND WHEREAS the said Mrs.Monica Manuel Parira & 9 others the original owners executed an Irrevocable General power of Attorney Dt:30th March 1993 in favour of the said Mahadeo Shripat Kadam, to do all acts. Deeds, things and, matters including rights of developing and conveying the said Fourth Property.

AND WHEREAS the said Mr. Mahadeo Shripat Kadam, one of the Purchasers died on 20th January 1994, intestate at Bhayandar, leaving behind the following as his legal heirs and legal representat tives, entitled to his estate:

(1).Mr.Ramakant Mahadeo Kadam (2).Mr.Babuda Mahadeo Kadam

(3).Mrs.Suman Vishwanath Kadam (4).Mrs. Ratna Ashok Kadam.

AND WHEREAS the said Agreement for Sale cum Development Dt:30th March 1993 is still valid and subsisting and the above mentioned four heirs are the true, lawful and justified owners of the said Fourth Property.

AND WHEREAS vide an Agreement for Sale cum Development Dt:2nd September 1994, the said (1).Mr.Ramakant Mahadeo Kadam (2).Mr. Babuda Mahadeo Kadam (3).Mrs.Suman Vishwanath Kadam (4) Mrs. Ratna Ashok Kadam,had collectively transferred and assigned all their right, title and Interests in the said Forth Property to and in favour of M/s.Sonam Builders, a partnership firm, the Builders and the party of the first part hereinabove mentioned as per the details and terms and conditions as mentioned in the said Agreement Dt:2.9.94.

(V) AND WHEREAS one Mrs.Tresa Freddie Cabrol & four others were fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 873sq yards or thereabout equivalent to about 730 sq mtrs and bearing Old Survey No:355, New Survey No:87, Hissa No:12 within the limits of Mira-Phayandar Municipal Council, Taluka and District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder sold, transferred and as signed all lair right, title and Interest in the said property over to M/s.Shree Sai evel pers a PROPRIETORY firm of Mr. Anil B. Garodia, vide an gree light for sale Dt:18th July 1992 (Hereinafter referred to as the

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AND WHEREAS one Mr. Balaram B. Patil and others vivid were possessory rights on the above mentioned Fifth Property, agree to release, relinquish and surrender all and whatever their rights, littles and Interests in the Fifth Property over to the said M/s. Shree Sai Developers, a proprietory firm of Mr. Anil B. Garodía, vide an Agreement Dt:19th October 1994.

AND WHEREAS vide an Agreement Dt: 15th December 1994, the said Mr. Anil B. Garodia, Proprietor of M/s. Shree Sai Developers had transferred and assigned all his right, title and interests in the said Fifth Property to and in favour of M/s. Sonam Builders, a partnership firm, the Builders and the party of the first part hereinabove mentioned as per the details and terms and conditions as mentioned in the said Agreement Dt: 15.12.94

(VI): AND WHEREAS (1).Mrs. Isprance Manuel Rodricks (2).Mr Marshal Manuel Rodricks (3) Mr.Anthony Manuel Rodricks (4).Mr. William Manuel Rodricks (5).Miss Ami Manuel Rodricks (6). Miss Arshala Manuel Rodricks (7). Mr.Shivaji Mathew Farro were at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 6899 sq yards or thereabout equivalent to about 5710 sq mtrs and bearing Old Survey No:356, New Survey No:86, Hissa No:1 (Pt) and also of all that piece and parcel of free hold land admeasuring about 849 sq yards or thereabout equivalent to about 710 sq mtrs and bearing Old Survey No: 355, New Survey No: 87, Hissa No: 4, both the above lands lying within at Village: Goddev, Taluka and District: Thane and in the registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID SIXTH PROPERTY")

AND WHEREAS the said Mrs. Isprance Manuel Rodricks and 6 others (as named above) collectively sold, transferred and assigned all their right, title and Interest in the said Sixth Property to M/s. Chheda Developers, a partnership firm vide an Agreement for Sale cum Development Dt:19th February 1994 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney in favourant of the said Chheda Developers.

(VII): AND WHEREAS (1). Alvise Inas D'mello (2). Marybai Inas D'mello (3). Lily Brass Baptista (4). Gorden Inas D'mello (5). Fida has D'mello (6). Were at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land indimensuring about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent to about 530 sq mits about 633 sq yards or thereabout equivalent by 633 sq yards or therea

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at Village: Goddev, Taluka and District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID SEVENTH PROPERTY")

AND WHEREAS the said Alvise Inas D'mello and 4 others (as named above) collectively sold, transferred and assigned all right, title and Interests in the said Seventh Property to M/s. Chheda Developers, a partnership firm vide an Agreement for Sale cum Development Dt 2nd April 1994 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney in favour of the said M/s. Chheda Developers

(VIII): AND WHEREAS Mr.Purshottam Bankatlal Garodia was at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 1639 sq yards or there about equivalent to 1370 sq mtrs and bearing Old Survey No:355. New Survey No:87, Hissa No:7 lying at Village: Goddev. Taluka and District: Thane and in the Registration District and Subdistrict of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID EIGHTH PROPERTY")

AND WHEREAS the said Mr. Purshottam Bankatlal Garodia sold, transferred and assigned all his right, titles and Interest in the said Eighth Property to (1) Mr. Radhakishan N. Joshi (2) Mr. Rasiklal M. Shah (3) Mr. Jayantilal V. Shah (4) Mr. Maheshkumar R. Agarwal (5) Mr. Rambhagat M. Agarwal (6) Mr. Ramprasad S. Agarwal, all collectively vide an Agreement for Sale cum Development Dt: 29th September 1981 and on the terms and conditions therein and also executed and Irrevocable Power of Attorney in favour of the said Mr. Radhakishan N. Joshi Dt:6th February 1984.

AND WHEREAS the said Mr. Radhakishan N. Joshi & 5 others (as named above) collectively sold, transferred and assigned all their right, title and Interests in the said Eighth Property to M/s. Chheda Deven pers, a partnership firm vide an Agreement for sale Dt:5th 1904 and on the terms and conditions therein and also recuted as Irrevocable Power of Attorney in favour of the said S. Thisaa Developers.

AND WHEREAS (1).Mrs. Cecelia Francis D'souza (2).Miss. Marie resample Probello (3).Miss. Noren George D'mello & (4).Mrs. Gladus B. Imilanda were all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 969 sq yards or thereabout equivalent to about

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810 sq mtrs and bearing Old Survey No:355, New Survey No:87, Hissa no:8 lying at Village: Goddev, Taluka and District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID NINTH PROPERTY")

AND WHEREAS the said Mrs.Cecelia Francis D'souza & 3 others sold, transferred and assigned all their right, title and interest in the said Ninth Property to (1) Mr Ibrahim Mohammed Memon (2) Mr Gulab Yusuf Khan (3) Mr Sayyed Janu Rehman, all collectively vide an Agreement for Sale DI: 30th January 1990 and on the terms and condition therein and also executed an Irrevocable Power of Attorney in favour of the said Mr. Ibrahim Mohammed Memon Dt:25th March 1990.

AND WHEREAS the said Mrs. Cecelia Francis D'souza & 3 others (as named above) and Mr. Ibrahim Mohammed Memon and 2 others collectively transferred and assigned all their right, title and Interest in the said Ninth Property to M/s. Chheda Developers, a partnership firm vide an Agreement for Sale Dt:\_\_\_\_ April 1994 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney on favour of the partners of the said firm M/s. Chheda Developers.

AND WHEREAS one Mr. Vijay Mathurdas Udeshi was at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 275.08 sq yards or thereabout equivalent to about 230 sq mtrs and bearing Old Survey No:355, New Survey No:87, Hissa No:11 and also all that piece and parcel of free hold land admeasuring about 1698 sq yards equivalent to about 1420 mtrs and bearing Old Survey No:356, New Survey No:86 and Hissa No:3 and also all that piece and parcel of free hold land admeasuring about 873.08 sq yards or thereabout equivalent to about 730 sq mtrs and bearing Old Survey No: 356, New Survey No:86, Hissa no:4 and also all that piece and parcel of free hold land admeasuring about 1124.8 sq yards or therea equivalent to about 940 sq mtrs and bearing Old Survey No: Survey No:84, Hissa No:4, all the above 4 lands totally a about 3968.8 sq yards equivalent to about 3300 sq mtrs all lying Village: Goddev, Taluka and District: Thane and in the Renigration District and Sub-district of Thane and more particularly the schedule hereunder (Hereinafter referred to as the "S PROPERTY")

AND WHEREAS the said Mr. Vijay Mathurdas Udeshi sold,

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transferred and assigned all his right, title and Interest in the said Tenth Property to Mr. NANDLAL SUNDERJI SONI, vide an agreement for Sale cum Development Dt: 22nd May 1981 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney Dt:7th December 1981, in favour of the said Mr.Nandlal Sunderji Soni.

AND WHEREAS the said Mr. Nandlal S. Soni agreed to sell & transfer all his right, title & Interest in the said Tenth Property to (1) Mr. Radhakrishan N. Joshi, (2) Mr. Maheshkumar R. Agarwal, (3) Mr. Rambhagat M. Agarwal vide an agreement for Sale dt: 29.11.81.

AND WHEREAS the said Mr. Radhakishan N. Joshi & 2 others (as named above) collectively transferred and assigned all their right, title and Interest in the said Tenth Property to M/s.Chheda Developers, a partnership firm vide an Agreement for Sale Dt:5th April 1994 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney in favour of the partners of the said firm M/s. Chheda Developers.

AND WHEREAS one Mrs. Maniben Tarachand Sovani and 5 (XI): others were at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 2452 sq yards or thereabout equivalent to about 2050 sq mtrs and bearing Old Survey No:354, New Survey No:88, Hissa No:2 and also all that piece and parcel of land admeasuring about 2356 sq yards equivalent to about 1970 sq mtrs and bearing Old Survey No:355, New Survey No:87, Hissa No:9 and also all that piece and parcel of free hold land admeasuring about 299 sq yards or thereabout equivalent to about 250 sq mtrs and bearing Old Survey No:357, New Survey No:84, Hissa No:2, all the above 3 lands totally admeasuring about 5107 sq yards equivalent to about 4270 sq mtrs, all lying at Village: Goddev, Taluka and District: Thane and in the ogistration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as DELEVENTH PROPERTY")

AND HEREAS the said Mrs. Maniben Tarachand Sovani & 5 outers cold; transferred and assigned all their right, title and interest in the faid E wenth Property to (1).Mr. Malchand Radhakishan Agarwal (2008). Flanwaridevi Radhakishan Joshi (3).Mr. Rakesh Rasiklal Shah Haresh Jayantilal Shah and (5). Smt. Ratnidevi S. Agarwal (since deceased), all collectively vide an Agreement for Sale cum Development Dt: 8th January 1988 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney Dt: 26th

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सस्ता कमांक (?ॐ°)/ *!!* ८ / ЗЕ February 1988, in favour of the said (1).Mr.Malchand Radhakishan Agarwal (2).Mrs. Bhanwaridevi Radhakishan Joshi (3).Mr. Rakesh Rasiklal Shah (4).Mr. Haresh Jayantilal Shah and (5).Mrs. Ratnidevi S. Agarwal (since deceased) for the purpose setout therein thereby putting them in possession of the said Eleventh Property.

AND WHEREAS the said Mr. Malchand Radhakishan Agarwal & others (as named above) collectively transferred and assigned all right, title and Interest in the said Eleventh Property to M/s. Chheda Developers, a partnership firm vide an Agreement for Sale Dt:5th April 1994 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney in favour of the said firm M/s. Chheda Developers.

AND WHEREAS one Mr. Nanubhai Jeshtaram and 6 others were at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 909 sq yards or there about equivalent to about 760 sq mtrs and bearing Old Survey no:354, New Survey No:88, Hissa No:1 and also all that piece and parcel of free hold land admeasuring about 2237 sq yards equivalent to about 1870 sq mtrs and bearing Old Survey NO:355, New Survey No:87, Hissa No.5 and also all that piece and parcel of free hold land admeasuring about 1244 sq yards or thereabout equivalent to about 1040 sq mtrs and bearing Old Survey NO:355, New Survey No:87, Hissa No:8 and all that piece and parcel of free hold land admeasuring about 3229 sq yards equivalent to about 2700 sq mtrs and bearing Old Survey NO:355, New Survey No:87 and Hissa No:10 all the above 4 lands totally admeasuring about 7619 sq yards equivalent to about 6370 mtrs, all lying at Village: Goddev, Taluka and District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID TWELVEFTH PROPERTY")

AND WHEREAS the said Mr. Nanubhai Jeshtaram & 6 others sold, transferred and assigned all their right, title and Interest in the Resaid Twelvefth Property to (1).Mr. Radhakishan N. Joshi (2).Mr. Rambhagat M. Agarwal (3). Mr. Maheshkumar R. Agarwal (4).Mr. Ramprasad Sohanlal Agarwal (5).Mr. Jayantilal V. Shah (6). Rasiklal M. Shah, all collectively, vide and Agreement for Sale cum Development Dt: 19th August and on the terms and conditions therein However some differences between the said Mr. Nanubhai Jeshtasan However some differences between the said Mr. Nanubhai Jeshtasan the filing of a suit No:2042 of 1982 in the Bombay High Court by the Said Mr. Radhakishan N. Joshi & others. On 22nd December 1983 his

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Lordship Justice Kanta J. passed the decree for the above said suit whereby the 1/7th share each of Mr. Nanubhai Jeshtaram & 6 others were to be transferred to the said Mr. Radhakishan N. Joshi & 5 Others on complying with certain terms and conditions as per the decree.

AND WHEREAS by a mutation entry the names of Mr.Radhakishan N. Joshi & others was entered in the Kabjedar Column of the 7/12 extract of the Revenue records vide entry No. 4668 Dt.7.6.85

AND WHEREAS the said Mr.Radhakishan N. Joshi & others (as riamed above) collectively transferred and assigned all their right, title and Interest in the said Twelvefth Property to M/s.Chheda Developers, a partnership firm vide an agreement for sale Dt:5th April 1994 and on the terms and conditions therein and also executed an Irrevocable Power of Attorney in favour of the partners of the said firm M/s. Chheda Developers.

(XIII): AND WHEREAS one Mr. Anthone Alis Farel & Martinbhai Metilda Philip Fonseca and others were at all material times fully seized & possessed and the absolute owners of all that piece and parcel of free hold land admeasuring about 1603 sq yards or thereabout equivalent to about 1340 sq mtrs and bearing Old Survey NO:355, New Survey No:87, Hissa No:3 and also all that piece and parcel of free hold land admeasuring about 1148 sq yards equivalent to about 960 sq mtrs and bearing Old Survey NO:354, New Survey No:88, Hissa No:7 all lying at village: Goddev, Taluka and District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID THIRTEENTH PROPERTY")

AND WHEREAS the said Mr.Anthone Alis Farel & Martinbhai Metilda Philip Fonseca and others sold, transferred and assigned all their right, title and Interest in the said Thirteenth Property to M/s. Share Builders vide an Agreement for Sale cum Development Dt: 24th November 1994 and on the terms and conditions therein also executed an Irrevocable Power of Attorney in favour of the said Mis. Shareill Builders for purpose setout therein thereby putting them to possession of the said Thirteenth Property.

O VHEREAS the said M/s. Shargill Builders transferred and heir right, title and Interest in the said Thirteenth Property heda Developers, a partnership firm vide an Agreement Dt:25th November 1994 and on the terms and conditions

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therein and also executed an Irrevocable Power of Attorney in favour of the partners of the said firm M/s. Chheda Developers.

AND WHEREAS the properties purchased from M/s Chheda Developers namely from Sixth to the Thirteenth property as described above were attracted under the Urban Land Ceiling Act ( Ceiling & Regulation) Act 1976 and that the same were applied for and requisite permissions were obtained by the said M/s Chheda Developers.

AND WHEREAS the Said Chheda Developers had also got approved and sanctioned the layout Plan for the Said Sixth to the Thirteenth Property from Mira-Bhayandar Municipal Council under No: NP/NR/2319/6742/94-95 Dt: 29.11.94.

AND WHEREAS pursuant to the negotiations between the said M/s Chheda Developers and the Builders, the Said M/s. Chheda Developers have agreed to grant development rights in respect of F.S.I. of 3,50,000 sq feet and have further agreed to assign all the rights, titles and interest under the aforesaid Sixth to Thirteenth properties to the Builders as per the Deed of Assignment Dt: 6th December 1994 and the terms and conditions therein.

(XIV): AND WHEREAS originally one Mr. Mariyan Damel was the owner of all that piece and parcel of land bearing Old Survey NO:356, New Survey No:86, Hissa No.2 admeasuring 762.3 sq yards equivalent to about 630 sq mtrs or thereabout and lying at Village: Goddev, Taluka & District: Thane and in the Registration District and Sub-district of Thane and more particularly described in the schedule hereunder (Hereinafter referred to as the "SAID FOURTEENTH PROPERTY").

AND WHEREAS the said Mariyan Damel died intestate on 1st May 1958 leaving behind him Mr. Elias Mariyan Damel (D'mello), Mrs. Reena J. Gomes and Mrs. Mary M. Rodricks as his legal heirs and representatives entitled to the Fourteenth Property.

AND WHEREAS the said Mrs. Reena J. Gomes and Mrs. Mary M. Rodricks had released their respective undivided share rights titles and interests in the said Fourteenth Property in favour of Mr. Elias D'mello.

absolute owner of the said Fourteenth Property. The said Elias M. D'mello died intestate on 6.10.75 leaving behind him Mrs. Rosy Elias D'mello and 3 sons & 2 daughters as his legal heir and representa-

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tive entitled to the said Fourteenth Property.

AND WHEREAS the said Mrs. Rosy Elias D'mello agreed to sell the said Fourteenth Property to M/s. Trio Associate vide an agreement Dt: 24th February 1988.

AND WHEREAS by a Triparty agreement the said Mrs. Rosy Elias D'mello agreed to sell the Fourteenth Property, with the consent and confirmation of the said M/s Trio Associates, over to M/s Shah and Dattani Associates as per the terms and condition of the Agreement Dt: 26th February 1988.

AND WHEREAS the above said parties namely M/s Trio Associates and Shah and Dattani Associate failed to perform the agreement Dt:24.2.88 and 26.2.88 respectively and the same were terminated by the said Mrs. Rosy Elias D'mello vide her advocates letter Dt:20.12.88.

AND WHEREAS by an agreement Dt:23rd July 1991 the said Mrs. Rosy Elias D'mello along with Mr. Venchure Elias D'mello, Mr. Mervyn Elias D'mello, Mr. Bonny Elias D'mello, Mrs. Julie D'souza and Mrs. Relina D'souza all had collectively agreed to sell the said Fourteenth Property over to Mr. Vailabhdas Thakkar proprietor of M/s. Ratiraj and this agreement was ratified by the said M/s. Shah and Dattani Associates.

AND WHEREAS ULC clearance for the said Fourteenth property was granted by the Deputy Collector and Competent Authority, Thane vide their office letter No:ULC/TA/Bhayandar/SR/1041 Dt:2.11.88 under section 8(4) of the U.L.C Act.

AND WHEREAS vide an Agreement for Sale cum Development Dt: 16th August 1994, the said Mr. Vailabhdas Thakkar proprietor of M/s. Ratiraj agreed to sell, transfer and assign all his right, title and Interest in the said Fourteenth property over to M/s. Sonam Builders, the Builders hereinabove mentioned as per the terms and condition mentioned therein.

AND WHEREAS by an Order No:1/T-7/NAP2SR-304/94 dated .95, the dollector of Thane, was pleased to grant the non cultural permission in respect of the said properties namely the first to Fourteenth property and more particularly described in the calculate be eunder written.

AND WHEREAS by its letter No:NAPA/NAR/3663/8771/94-95

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DT.15/9/95, the Mira: Bhayandar Municipal Council was pleased to grant commencement certificate to the Builder herein for development of the said properties namely the First to Fourteenth property and more particularly described in the schedule hereunder written as per the plan and specification sanctioned by the authorities concerned

AND WHEREAS the said permissions and orders granted by the authorities concerned and as a result of the said Agreement. Di;26th September 1994 as regards to First property, the Agreement Dt: Suptember 1994 as regards the second Property, the Agreement DUBIN September 1994 as regard the Third Property, the Agreement DI 2nd September 1991 as regards to Fourth Property, the Agreement DI: 15th December 1994 as regards the Fifth Property, the Agreement Duath December 1994 as regards to Sixth to Uniterath Property collectively, and the agreement Dt. 16th August 1994 as regards the Fourteenth Property (Hereinafter collectively referred to MENTIONED PROPERTY") and the Irrevocable General Power of Attorneys, the Builders herein are entitled and enjoyed upon to construct Buildings and Row Houses on the said property in accorpermissions granted by the and said order dance with 1118 concerned authorities.

AND WHEREAS the Builders have proposed to construct on the said mentioned properly more particularly described in the schedule hereunder written a new multistoried Complex known as GOLDEN NEST = III consisting of multistoried Building of Flats & Shops and Row Houses (Hereinafter referred to as the SAID COMPLEX).

September 1994 as regards to First Property, the Agreement DI September 1994 as regards the Second Property, the Agreement DI September 1994 as regards the Second Property, the Agreement DI 3rd September 1994 as regards the Third Property, the Agreement DI 3rd September 1994 as regards to Fourth Property, the Agreement DI 16th December 1994 as regards the Fifth Property, the Agreement DI 16th December 1994 as regards to Sixth to the Thirteenth Property Collectively, and the agreement DI 16th August 1994 as regards the Fourteenth Property and the irrevocable General Power of Attorneys the builders alone have the sole and exclusive right to sell the Flats Shops/Row Houses in the said Complex to be constructed by the Builders on the said mentioned Properties and to enter into agreement with the purchasers of the Flats/Shops/Row Houses and to re-

AND WHEREAS the Flot/Shop/Row House purchaser have

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demanded from the Builders and the Builders have given inspection to the Flat/Shop/Row. House Purchaser of all the documents of title relating to the said mentioned properties. The said orders and permissions granted by the authorities concerned, and the Agreements and Irrevocable General Power of Attorney by and between the parties thereto and also building plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats ( Regulation of construction, Sale, Management and Transfer Act. 1963) (hereinafter referred to as the said "Act")

AND WHEREAS the copies of Certificate of title issued by the Advocate of the Builders, copies of Village forms VI or VII and XII or any relevant revenue record showing the nature of title of the Builders to the said mentioned property described in the Schedule hereunder written and copies of the said plans approved by the concerned authorities have been annexed hereto and marked Annexure "A". "B" and "C" respectively.

AND WHEREAS the Builders have accordingly commenced construction of the said Complex in accordance with the permission and orders granted by the authorities concerned.

AND WHEREAS the Flat/Shop/Row House Purchaser applied to the Builders for an allotment to the Purchasers of Flat/Shop/Row House No 50L admeasuring 12.0 sq. Feet (Super Built-up/Built up/Garpet) on the 5+10 tloor of the Building known as in Golden Nest - III Complex to be constructed by the Builders on the mentioned properties described in the Schedule hereunder written and declared that neither the said Flat/Shop/Row House purchaser nor the members of the Flat/Shop/Row House Purchasers family own a tenement or a house or building or a Row House within the limit of the Mira - Bhayandar Municipal Council and agreed that the Flat/Shop/Row House purchaser shall not resell or transfer the said Flat/Shop/Row House for a period of Two years from the date of execution of this Agreement of the said Flat/Shop/Row

AND HEREAS replying upon the said application, declaration agreed to sell to the Flat/Shop/Row e purchaser a Flat/Shop/Row House at the price and on the late and conditions hereinafter appearing

AN WHEREAS under section 4 of the said Act the Builders is red to execute a written Agreement for Sale of the Said Flat/

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Shop/Row House to the Frat/Shop/Row House purchasers being in fact these presents and also to register the said agreement under the Indian Registration Act 1908.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

- 1) The Builders shall construct the said Complex known as the Golden Nest III Complex and on the said land namely the mentioned properties as described in the First Schedule herewith in accordance with plans, designs specification approved by the local authority which have been and approved by the Purchaser with only such variation and modification as the Builders may consider necessary and as may be required by the concerned local authority which the purchaser hereby gives consent irrevocably.
- 2) The Purchasers hereby agrees to Purchase and the Builders hereby agree to sell Flat/Shop/Row House No.5CL of Carpet/Built-up/Super Built-up area admeasuring fR0 Sq. Feet on the f1 Floor, in the building known as f3 of Golden Nest III Complex constructed on the mentioned properties and more particularly described in the Schedule hereunder written. (the said Flat/Shop/Row House being herein after called "the said premises")
- 3) The Purchaser shall pay to the Builders a sum of Rs. HGROCCI—(Rupees FOLC LCCL SINTY FORTH Only)
  as the purchase price in respect of the said premises apart from the other payments to be made by the Purchaser under this agreement to the Builders. The purchase price shall be paid by the purchaser to the Builders in the following manner in the case of Flats/Shops:
- a) Rs. <u>93,000</u>/-
- b) Rs. 370,000/
- c) Rs. \_\_\_\_
- d) Rs. \_\_\_\_

as Earnest Money on or before the execution of this Agreement.

On completion of Plinth work on or before \_\_\_\_\_ day of \_\_\_\_\_ 199 ,whichever is earlier.

On completion of R.C.C. frame work of the 1st Slab or on or substitution of the state of the sta

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FIRST SCHEDULE ABOVE REFERRED TO ALL THAT piece or parcel of land lying, being and situated at ALL THAT piece or parcel of the village Goddev, Bhayandar (E), Taluka and Dist: Thane and in the Registration District and Sub - District of Thane, bearing details : in sq. yards sq. mtrs

Registration	District		Areain sq.	yards sq. mtrs
	No: New Survey	No: Hissa N	3218.50	2660
Old Survey	No: New Survey	6	909	760
336		3	2452	2050
*	<b>169</b>	2	2601	2150
354	88	6	1148	960
354	88	•	633	530
	<b>23</b>	, 1	730	610
355	87 87	2	1603	1340
355	87 857	•	849	710
<b>653</b>	87	- 4	2237	1870
355	<b>4</b>	8	969	810
225	<b>1</b>	•	1639	1370
	87	7		1040
355	455	ø	1244 2356	1970
		•	3229	2700
355	87	10	275.08	230
355	87	11	873	730
355	87	12		5261
	<b>\$43</b>	(SEA)	6290	5710
356	86	1(Pt)	6829	630
356	86	2	762.30	1420
356	86	3	1698	730
356	86	4	873.08	1490
401	wat	<b>2</b>	1782	250
100 mg	<b>843</b>	<b>&amp;</b>	299	
357	84	4	1124.80	940

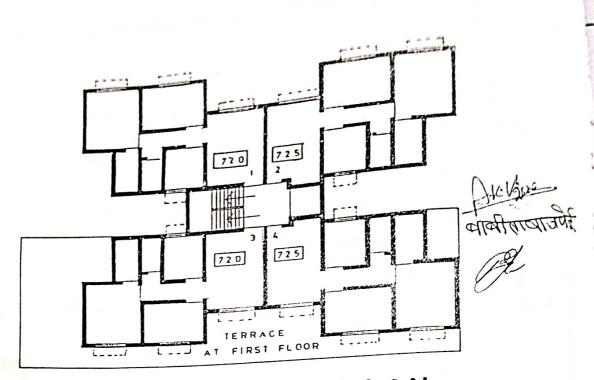
The total area of all the above lands admeasuring about 46,643.76 sq yards equivalent to about 38,901 sq. mtrs.

SECOND SCHEDULE ABOVE REFERRED TO House bearing No....509.... admeasuring reet .(Built-up/super Built-up/carpet) on the as GOLDEN NEST- III constructed on the properties Schedule hereinbefore written.

57. Silsaina

IN WITNESS WHEREOF the parties hereunto have signed this writing	
on the day and year herein above written.	
SIGNED SEALED AND DELIVERED ) FOR SONAM BUILDERS	
by the withinnamed "EUILDERS"	<u> </u>
MS SONAM BUILDERS	
through its partners M.Y. Bhatelf M. Jain	
in the presence of)	
1. 000	
2	
SIGNED SEALED AND DELIVERED	
by the withinnamed "PURCHASERS"	Ĭ.
MR.MRS.M/S. ASho. K. V.C. ( P.C.)	
12.3History	111
in the presence of	
2 2	. A.
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RECEIVED of and from the withinnained	1
A = A = A = A = A = A = A = A = A = A =	
(Rupees Minity Three Inquant)	
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only) by way of part payment/full sale )	
consideration price hereinabove	
mentioned, by cash on this)	
day of	-
Cheque DD/pay Order bearing Details :	
No: Date: Drawn On: Rs)	
Rs 93000/	
WE SAY RECEIVED	
For : SONAM BUILDERS	
194	
WITNESS : / (PARTNER)	
1. CDARINERS	
MINES ()  1. (DARTNER)  2. (DARTNER)	
	-
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## TYPICAL FLOOR PLAN

SCALE - 1 = 16-0 BLDG.NO.-1, 2,9,12, 13,16 & 17.

BLDG. NO. 715	FLOOR - Ath
AREA- 120	FLAT -504

PROPOSED DEVELOPMENT ON PROPERTY BEARING S.NO. 335/12
336/6, 354/1,2,6 & 7, 355/1 TO 12,356/1(P), 1(P), 2,3 & 4,357/
1,2 & 4, OF VILLAGE GODDEV TALUKA & DIST. THANE.

## BUILDERS M/S SONAM BUILDER 304 SAKASH GAIGA A WINT SYNIRO K OOR CHAYAND WAY

## SONAM BUILDERS M/S. MEERA HOMES

SHANTI SADAN APTS; SHOP NO.1, BEFORE POOJA NAGAR, MIRA ROAD (E). ARCHITECTS

M/S NAKASHA ARCHITEL A-4, JALKIRTI APARTMENTS, JAIRAJ NAGAR, BORIVALI (! BOMBAY-400091.

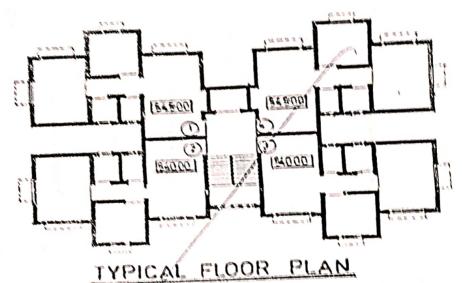
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PHONE- 808 07 94.

हनन ४ वार कारत (99% १ १ ) - 31 / 38.



SCALE INGO

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FLOOR -BLDG. NO.

AREA -FLAT-

RESIDENTIAL COMPLEX ON PROPERTY S. NO. BEARING PROPOSED 335/12; 336/6; 354/1.2.6.7; 355/ 1/10 12; 356/1P, 1P 2,3,4; 357/1,2&4;

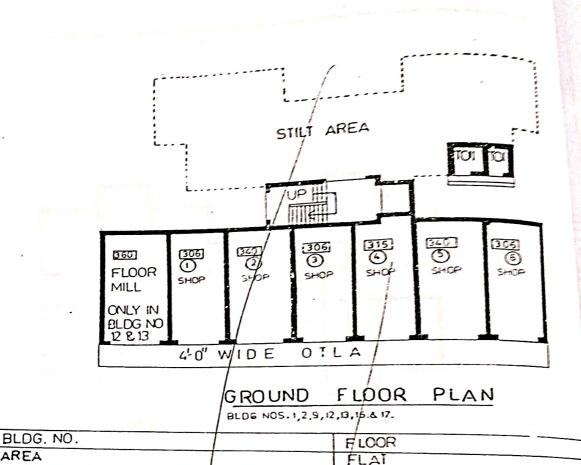
DIST THANE. GODDEY, TALUKA & VILLAGE OF

DEVELOPER N/S. SONAM BUILDER. 1- JOL, AKASH BANGA, 1- WINE . THE FLOOR , BHAYANDAR (W)

Light Francis and the second

HOOKING CEFICE HOMES, M/S. MEERA SHANTI APTS , SHOP NO. 1, BEFORE POOJA NAGAR , ROAD (E), MIRA

ARCHITECTS. M/S, NAKASHA ARCHITECTS, A-4, JALKIRTI APARTMENTS, JAIRAJ NABAR, BORIVLI (W), BOMBAY : 400091. TELI 808794.



RESIDENTIAL / SHOPING PROPOSED COMPLEX ON BEARING 5. NO 3\$5/12; 336/\$; 354/1,2,6&7; 355/17012; 1 P, 2,3,4; 357/1,2 & 4; OF VILLAGE GODDEV, TALUKA DIST, THANE.

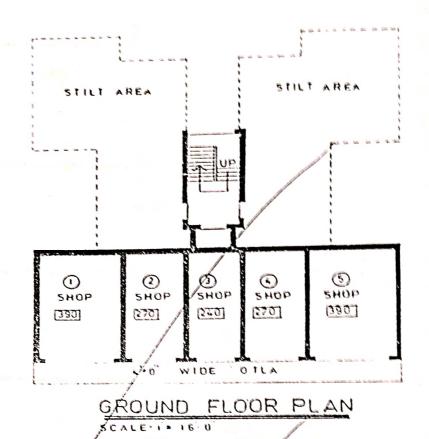
DEVELOPERS M/S, SONAM BUILDERS. A-304, AKASH GANGA, 'A'-WING, 3rd FLOOR, BHAYANDAR (E).

AREA

BOOKING OFFICE M/S.MEERA HOMES. SHANTI SADAN APTS., SHOP NO.1. BEFORE POOJA NAGAR, MIRA ROAD (E).

ARCHITECT M/S.NAKASHA A-4, JALKIRII JAYRAJ NAGAR, BORIVLI (W), BOMBAY - 400 09





-BLDG NO. FLOOR
-AREA FLAT

N PROPOSED RESIDENTIAL SHOPING COMPLEX ON BEARING
012; 35.NO. 335/12; 336/6; 354/1,2 6 8 7; 355/1,10,12; 356/1P, 1P, 2, 3,4;
CA & 157/1, 2 8 4, OF VILLAGE GODDEV, TALUKA AND DIST. THANE.

SHA ADEVELOPERS
IT APART S SONAM BUILDERS

O 091, 1- WING, THIRD FLOOR,

BOOKING OFFICE

MS MEERA HOMES.

SHANTI SADAN APTS.,

SHOP NO I, BEFORE POOJA NAGAR, MIRA ROAD (E),

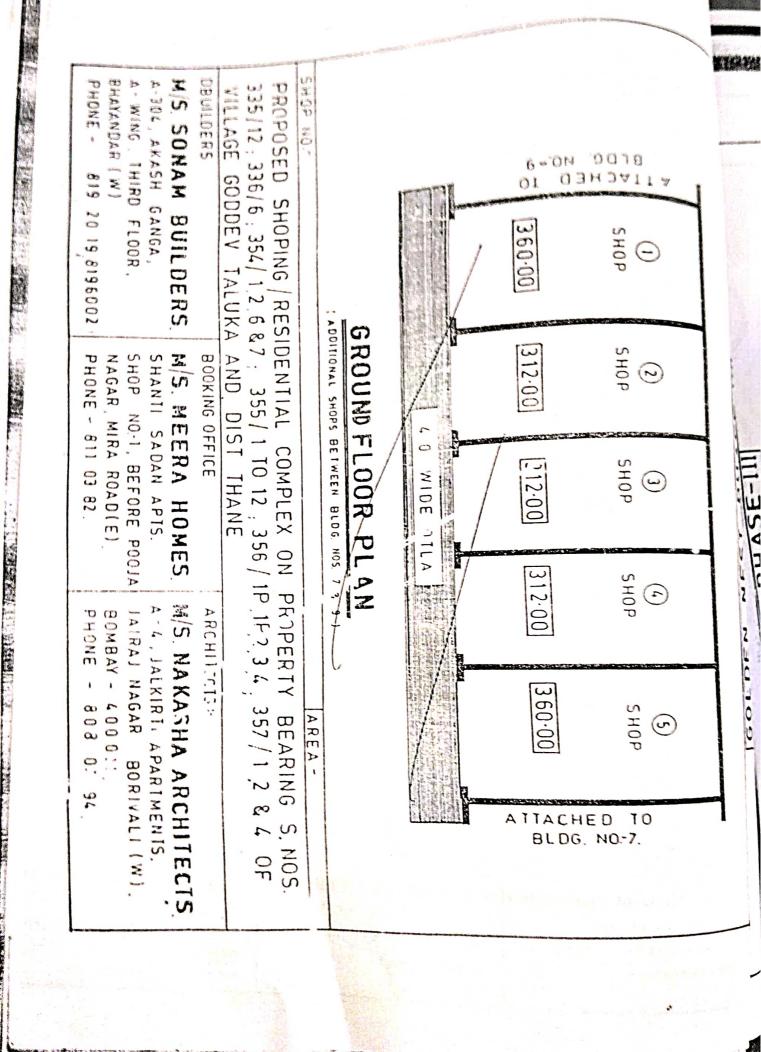
ARCHITECTS .

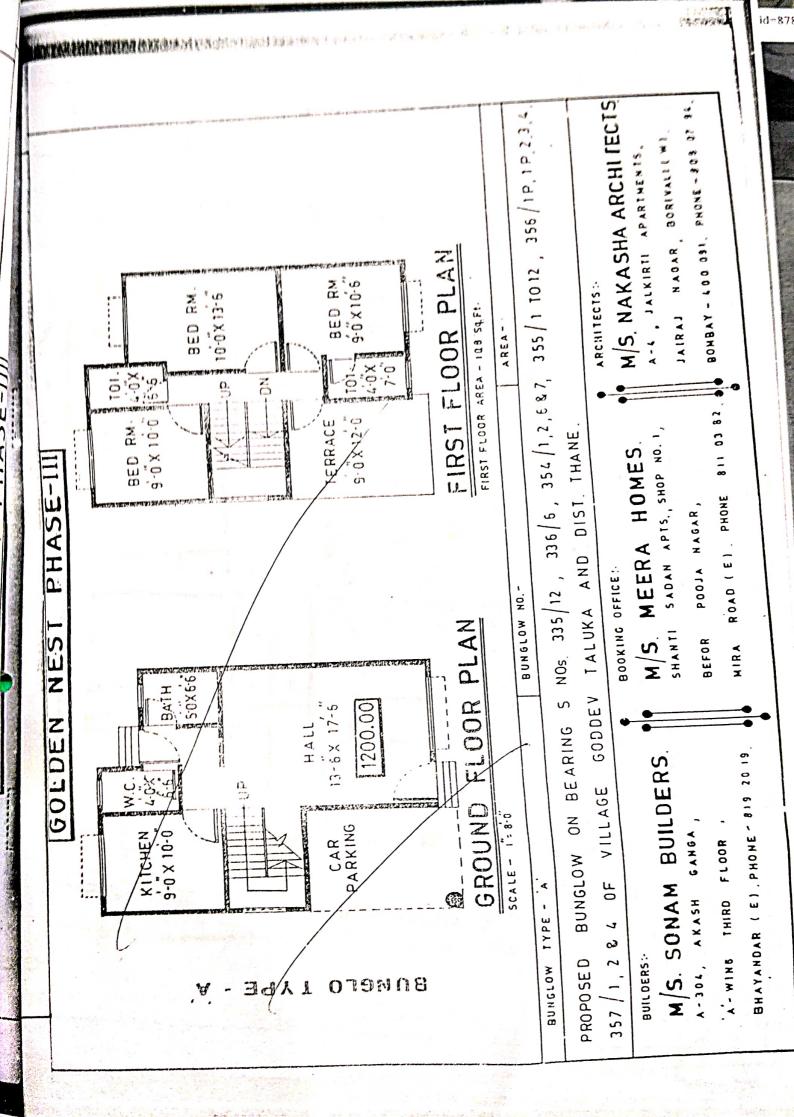
M S NAKASHA ARCH

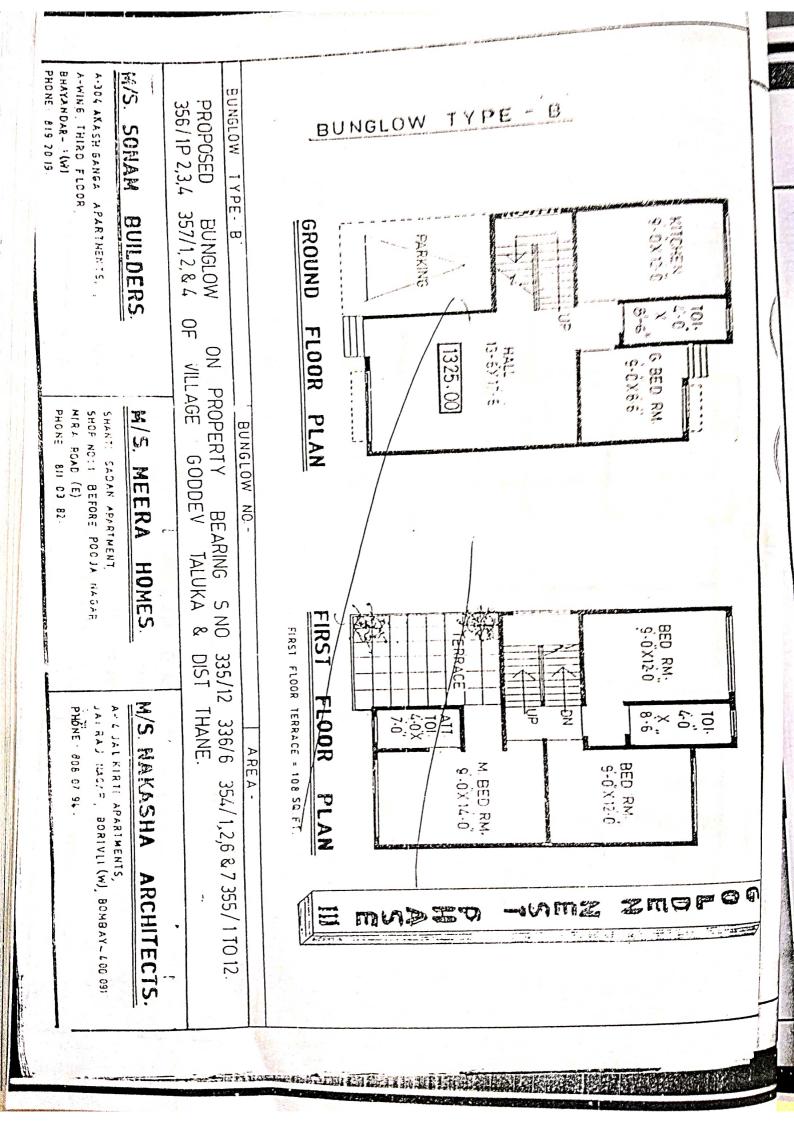
JAIRAJ NAGAR, BORIVALITY

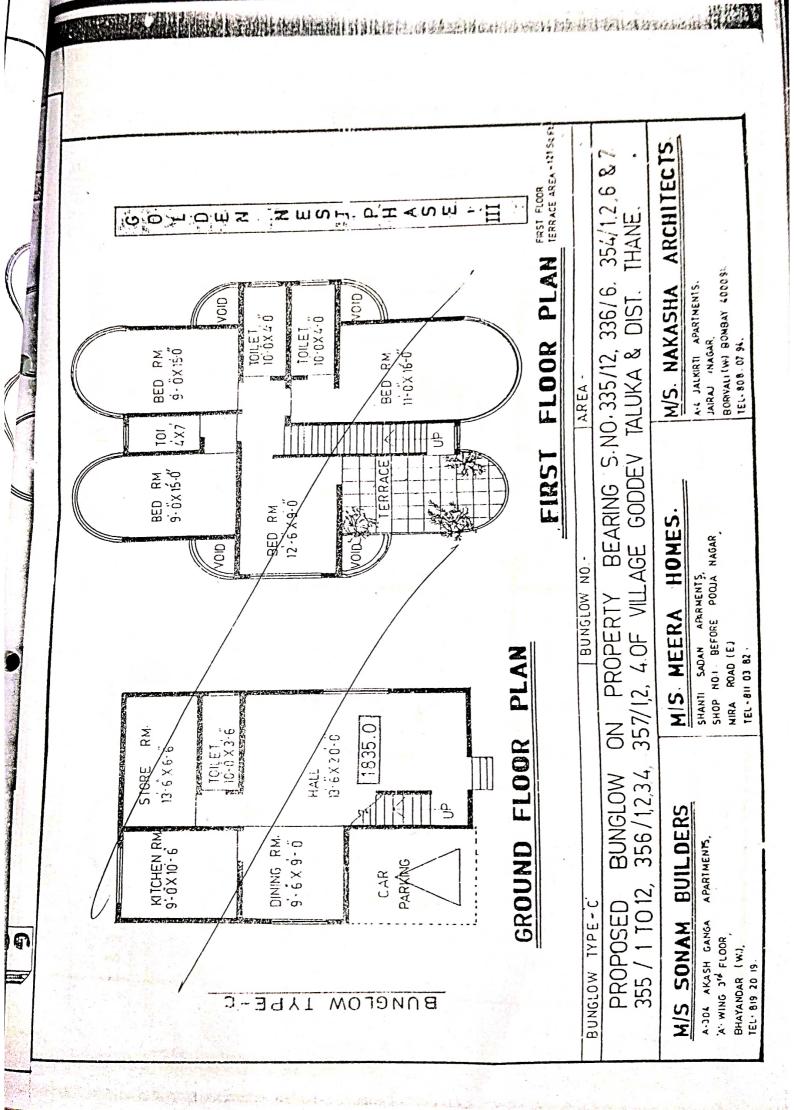
BOMBAY = 4 00091,

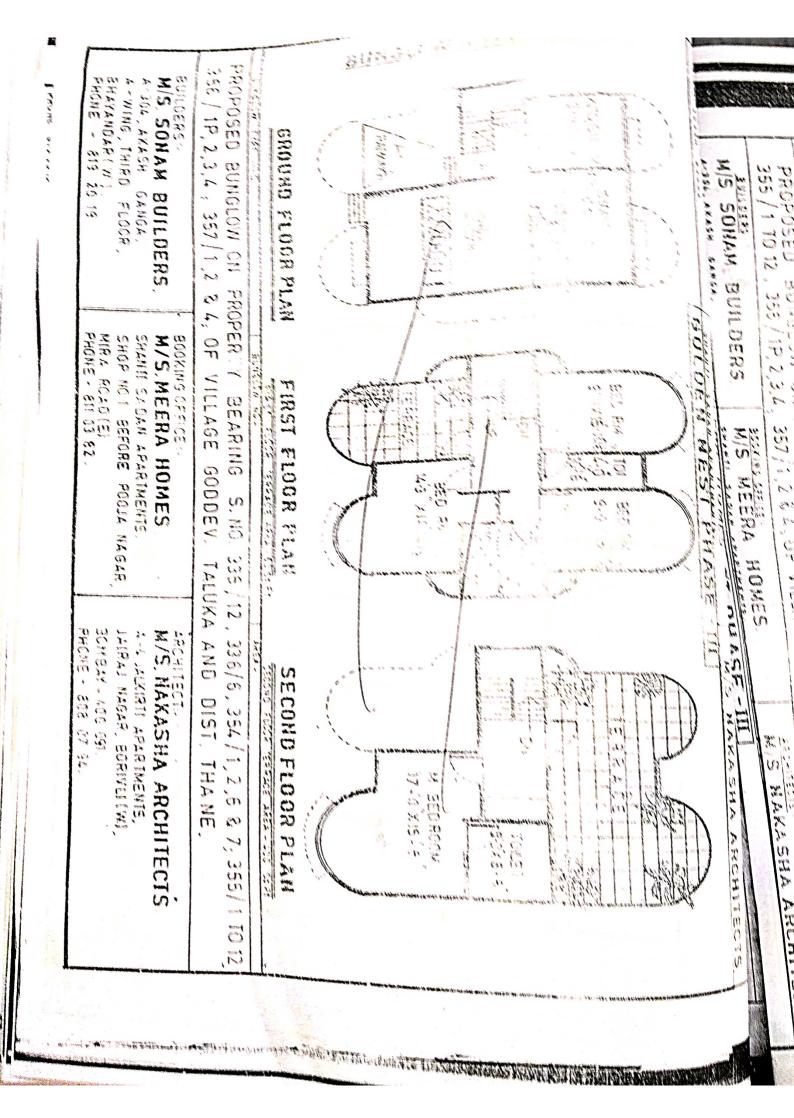
PHONE : 808 07 84.











## मिरा--भाईंदर नगरपालिका परिषद

सुरूप कार्यालय, भाईदर (पश्चिम) छत्रपती शिवाणी महाराज मार्ग, भाईदर (पश्चिम), विन कोड नं. ४०१ १०१.

TI. TI. TUTTER 3883 / 2069160-64

वाचले :-१] श्राधामता को नकावा। नगकिटेनट यांचा दि. १८/१/९५ चा अर्ज.

अर्थन लॅन्ड सिलिंग खालील सक्षम प्राधिकारी नागरी संकुलन ठाणे यांच्याकढील आदेश क. यु. एल. सी/टी, बे. शिळम-२० / एस. आर. एटंट, ७०३, ६८८, ६७०, ७३० । १५०, ६०१, ६००, ७३० । १५०, ६०१, ६००, ७३० । १५०, ६०१, ६००, ७३० । १५०, ६०१, ६००, ५३० । १५०, ६००, ५३० । १५०, ६००, ५४८, १०००, ५४८, १०००, ५४८, १०००, ५४८, १०००, १००, १०००, १०००, १०००, १०००, १००, १००००, १०००, १०००, १०००, १००००, १०००, १०००, १०००, १०००, १०००, १०००,

एनएयो २ एसमार=303/एठ दि. १७११ एप ची अकृषिक मंजूरी.

मिरा-भाइतर नगरपालिका परिपद जा. कमांक न्या निर्मश्वितर हिन्दू

दि. पूट १९१ हे अकृषिक गंजूरी. -

HA ARCHITEGIS BOMBAY

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यांनी दि. 6/90/60 राजी वास्तर केले होते. सदर कामी में, सक्षम प्राधिकारी नागरी संकुलन ठाणे यांच्याकद्भन नितास नामूह केलोराणा आहे बारानुसार्जहर ती मंजूरा वेतलेली आहे तसेच सदर प्लॉन एन. ओ. (अकृषिक वापस्करीता) नगरपालिकेने जा. क. न्या/गर/२३१८/६८४२/१४ हान स्व दि. 2019 है ने मजूर केलेले होते. अर्तदार यांना में. जिल्हाधिकारी ठाणे यांचेकडील महस्र किया-परिन्द एनएपि यारासरि ज्योदिनांक परने पर ने रेखांकनास द अकृपिक वापरास मंजूरी मिळालेली आहे. ह्या सर्व वाशीचा विचार करून अर्जदारास महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४५ नुसार खालील अटी शर्तीवर वाधकाम सुरु करणस मंजूरी देंजेत येत आहे.

बांधकाम इकडील पत्र कलागा विर्वास अपनि हित हर दि स्टि प्रिकृति ने लोवत मंजूर केंहेह्या प्लॉन प्रमाण नरण आवस्यक आहे.

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- इसहीत वस सम्भाग राष्ट्र द्वार दिल्ल देल - न्यार । राष्ट्र वर्षां वर्षां वर्षां वर्षां वर्षां वर्षां वर्षां पालम करण्याची अधारवारी अर्जेटार काली जन्म न्यान उपनेपन आरुण्य प्रान्तिमी रह केली नाईल ब त्याची जमाबदारी अर्जदारावर सहीछ.
- में, जिस्हािकारी सी. टांण याचेश्रदील आदंश दि. प्रांति प्रांति करण्याची जवागदारी अर्जवागची असम अस्य संबंधीन कायदाची पूर्तता वस्ण्याची जवागदारी 2) अर्जवारावर राहीछ.
- **्रक्षीध सर्टीफिक्ट म घेता पूर्वील बाधकाम गुर टेय्हमात परवानगी रद्द करण्यात** व्यान v)
- सहर बांधकामाची मुदल हि. १८१० पास्त हि. १०१ 19] पर्यंत राहील.

ह्] सदर परणनगीची जाहमात जनन दोन् बटा मृतनाकरण हरणेत सईछ,

 अभ्रत्माचाः सन्यात्मः देशियपूर्वीः रस्तार्सिवीगान्यः अवगरणाः प्राचेत्र रस्ता तथार मनेत भानस्थल आहि रस्ता लयार इंग्रामेनलर्ग जोत्याना दायला दिखा वादिहा



<u> छच्यानिकारी</u> त्वाहिषा व्रिवद

TIFIED THUE HARAGHA ARGENTA