

25/10/2013

सूची क्र.2

दुय्यम निबधक : सह द्.नि. वसई 2

दस्त क्रमांक : 8868/2013

नोदंणी: Regn:63m

गावाचे नाव: 1) कोपरी

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

1122600

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नम्द करावे)

566000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: गाव मौजे कोपरी (चंदनसार), स. न.115(4). हिस्सा नं.37पार्ट, विभाग 3. सदनिका नं.207, 2रा मजला, "बी" विंग, महालक्ष्मी रेसिडेन्सी. बि. नं.1, क्षेत्र 31.13 चौ. मी.((Survey Number : 115(4) : HISSA NUMBER : 37(Part);))

(5) क्षेत्रफळ

1). 31.13 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा

(7) दस्तऐवज करुन देणा-या/लिहन ठेतणा-या पक्षकाराचे नाव किवा दिवाणी न्यायालयाचा हक्मनामा किवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे महालक्ष्मी रियलटर्स तर्फे मालक दशरथ गुलाबसिह सालकी - - वय -65; पतना:-प्लॉट नः शॉप नः 10 , माळा नं -, इमारतीचे नावः पचरत्न अपाटमेट . ब्लॉक नः जैन मंदिराजवळ , रोड ज आगाशी रोड, विरार पश्चिम, महाराष्ट्र, ठाणे पिज कोड,-401303 पन न AAWFM5396F

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा ह्क्मनामा किंवा आदेश असल्यास,प्रतिवादिये नाव व पत्ता

1) नाव - भाग्येश लक्ष्मण पारकर वय: -27, पत्ता: -प्लॉट न ए- 302, माळा न -, इमारतीचे नावः साई राज्य बिल्डिंग न डी -ए सोसायटी , ब्लॉक नः शिडीं नगर , रोड नः नवघर फाटकः, भायंदर पूर्व , महाराष्ट्र, ठाणे. पिन कोड -401105 पॅन न.-AZTPP8529P

(9) दस्तऐवज करुन दिल्याचा दिनाक

25/10/2013

(10)दस्त नोंदणी केल्याचा दिनाक

25/10/2013

(11)अनुक्रमांक,खड व पृष्ठ

8868/2013

(12)बाजारभावाप्रमाणे मुदाक शुल्क

67460

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

11230

(14)शेरा

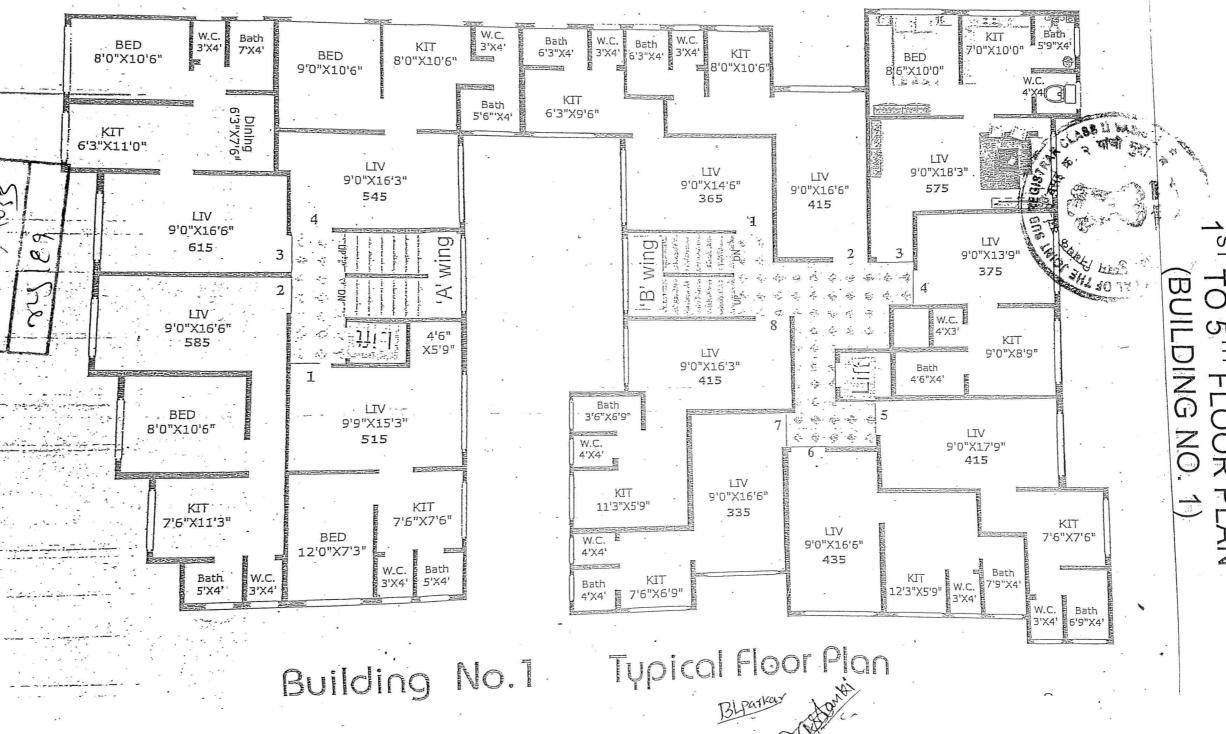
द्य्यम निबंधक वर्ग 🔻 वसई २ (विरार)

मुंल्याकनासाठी विचारात घेतलेला तपशील:-:

मुद्राक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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





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23/61

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210.

Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

Ref. No. CIDCO/VVSR/CC/BP-1731/E/ 2660

Date:

29/03/2007

To.

Smt. Chhaya A. Sawant
Mr. Yogesh A. Sawant,
Mr. Chandrasen A. Sawant
Mr. Ravindra S. Sawant
2, Suryakiran, Dahanukar
Wadi, Kandivali (W)
MUMBAI: 400 067

वसई-२ ८८६८ /२०१५ 331 हर

Sub: Commencement Certificate for the proposed layout for Residential, Residential with Shopline Buildings on land bearing Sr. No. 115, H. No.37, 41, 42, 43, 44-B of Village Kopri, Tal.-Vasai, Dist. Thane.

Ref: 1) N.A. Order No.REV/D-1/T-9/NAP/SR-117/2004 dated 10/12/2004 from the Collector, Thane.

2) TILR M.R. No. 500 & 501 dtd. 10/02/1989 & M.R. No. 605 dated 28/02/1989 for measurement.

Assurance letter from Virar Municipal Council vide letter dated 15/05/2006 for potable water supply.

4) NOC for construction Work from Grampanchyat Chandansar vide letter dated 22/12/2007.

5) EE (BP-VV)'s Report dated 08/01/2004.

6) Your architect's letter dated 23/02/2007.

Sir/Madam,

Development Permission is hereby granted for Residential, Residential with Shopline Buildings under Sec.45. of the Maharashtra Regional and Town planning Act, 1966 (Mah. XXVII of 1966) to Smt. Chhaya A. Sawant, Mr. Yogesh A. Sawant, Mr. Chandrasen A. Sawant & Mr. Ravindra S. Sawant.

This drawing shall be read with the layout plan approved vide letter No. CIDCO/VVSR/CC/BP-1731/E/ dated /03/2007 and the conditions mentioned in the letter No. CIDCO/VVSR/CC/BP-1731/E/ dated /03/2007. The details of the building are given below.

Sr.	PREDOMINANT Use	BLDG.	NO. OF.	NO. OF	NO. OF	TOTAL B.U.A.
No.		NO.	FLOOR	FLATS	SHOPS	(in Sq.m.)
1.	Resi. with Shopline	11	(Gr.+4)	26	2	744.82
2.	Resi. with Shopline	2	(Gr.+4)	34	14	1024.00
3.	Residential	3	(Gr.+4)	40	-	895.22
4.	Residential	4	(Gr.+4)	58	-	1391.00
5.	Residential	/5	(Gr.+6)	75	-	2448.84
6.	Residential	/ 6	(Gr.+6)	62	-	2088.34
	BUA	6 Nos.	10	SUB REGIS	\$ 6 B	8592.22

Contd....3

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'Nirmal', 2nd Floor, Nariman Point, Mumbai - 400, 44

3

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITE

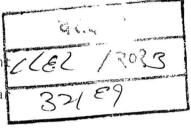
Ambika Commercial Complex, Second Floor, Vasai (East), Dist. Thane - 401 210. Phones: (Code - 95250) 2390487 • Fax: (Code: 95250) 2390466

Ref. No. CIDCO/VVSR/CC/BP-1731/E/ 2060

Date:

29/03/2007

Smt. Chhaya A. Sawant, Mr. Yogesh A. Sawant, Mr. Chandrasen A. Sawant/ (E) Mr. Ravindra S. Sawant 2, Suryakiran, Dahanuka Wadi, Kandivali (W) MUMBAI : 400 067



Sub: Commencement Certificate for the proposed layout for Residential, Residential with Shopline Buildings on land bearing Sr. No. 115, H. No.37, 41, 42, 43, 44-B of Village Kopri, Tal.-Vasai, Dist. Thane.

- Ref: 1) N.A. dated Order No.REV/D-1/T-9/NAP/SR-117/2004 10/12/2004 from the Collector, Thane.
 - 2) TILR M.R. No. 500 & 501 dtd. 10/02/1989 No. 605 dated 28/02/1989 for measurement.
 - 3) Assurance letter from Municipal Virar Council vide letter dated 15/05/2006 for potable water supply.
 - 4) for construction Work from Grampanchvat Chandansar vide letter dated 22/12/2007.
 - 5) EE (BP-VV)'s Report dated 08/01/2004.
 - Your architect's letter dated 23/02/2007. 6)

Sir/Madam,

Permission is hereby granted for layout for Residential, Residential with Shopline Buildings under Sec. 45. of the Maharashtra Regional and Town planning Act, 1966 (Mah. XXVII of 1966) to Smt. Chhaya A. Sawant, Mr. Yogesh A. Sawant, Chandrasen A. Sawant & Mr. Ravindra S. Sawant.

subject to the conditions mentioned in the letter No. CIDCO/VVSR/CC/BP-1731/E/ 2.058 dated 99/03/2007. The detail of the building are given below.

: S.NO.115, H.No.37, 41, 42, 1) Location 43, 44-B of Village Kopri.

8600.00 Sq.m.

Gross Plot Area 2) 711.60 Sq.m. 3) R.G. @ 15%

4) Net Plot Area 8600.00 Sq.m.

: 8592.22 Sq.m. Built Up Area Permissible 5)

8592.22 Sq.m. Built Up Area Proposed 6)

7) No. of Buildings 6 Nos.

This order is to read along with the accompanying drawings with this letter. This certificate shall remain valid for a period of one year date of its issue. commencing from the

Contd....2

80/8868 पावती Original/Duplicate Friday, October 25, 2013 नोंदणी क्रं. :39म 8:43 AM Regn.:39M पावती क्रं.: 9745 दिनांक: 25/10/2013 गावाचे नाव: कोपरी दस्तऐवजाचा अनुक्रमांक: वसइ2-8868-2013 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: भाग्येश लक्ष्मण पारकर रु 11230.00 नोंदणी फी रु. 1220.00 दस्त हाताळणी फी पृष्ठांची संख्या: 61 रु. 12450.00 एकूण: आपणास मूळ दस्त ,थंबनेल प्रिंट व सीडी अंदाजे 9:00 AM ह्या वेळेस मिळेल. बाजार मुल्य: रु.566000 /-भरलेले मुद्रांक शुल्क : रु. 67460/-

> 1) देयकाचा प्रकारः By Demand Draft रक्कमः रु.11230/-डीडी/धनादेश/पे ऑर्डर क्रमांकः 689605 दिनांकः 22/10/2013

बँकेचे नाव व पत्ता: The Fedral Bank

2) देयकाचा प्रकार: By Cash रक्कम: रु 1220/-

BLPayker

महाबाष्ट्र शासन – नोंक्णी व मुक्रांदा विभाग मुक्रोक अहवाल सन २०१३

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२.	भारूयकर्त्याचे नाव	Marine Management of Control C	
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٧.	गावाचे गाव	: कोपबी (चंदनसार)	
4.	जगबभुमापन कमांक /	भक्तें क. / अंतिम भुन्वं छ क. ह	115 (4)
٤.	मुल्य क्विप्रभाग (झोन)	॰ <u> </u>	NIT
v .	मिळकतीचा प्रकाव	ः खुली जमीन निणाभी र	कार्यालय बुकान आह्वामापा
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ć.	इस्तात नमुद केलेल्या	मिळकतीचे क्षेत्रफळ ः 31.13	क्विट / बिहर श्रद ही. जी 💆
6 "	কাৰ্যাকিঠাঃ	गच्ची १	चेरिमाळा ३
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26	्. क्रेय जॉक् णी फीः _	112301	



सह दुय्यम निबंधक वर्ग २ क्सई २ (विरार)

महासाष्ट्र शासन – नौढ़णी व मुढ़ांदा विज्ञान मुढ़ांक ब्रह्मवाल सन २०१३

वसई-२	
2CEC '3083	
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१. इश्ताचा प्रकार ३ क्रि।२ लाभ अनुष्छे इ क्रमांक	279
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३. तालुका ३ वसई	
४. गाणाचे नाण ः क्रोपर्वा (-पदनसार)	
্. नगमभुमापन कमांक / সাস্ট ক. / প্লানিস প্রুম্বান্ত ক. ঃ <u>।।५ (৮)</u>	
६. मुल्य क्विभाग (झोन) ६ डपविभाग	3
৬. मिळकतीचा प्रकाञ ঃ खुली जमीन निणाभी कार्यालय	
प्रति चौ.मी. दन 18150	
८. इञ्तात ममुइ केलेल्या मिळकतीचे क्षेत्रफळ : 31-13 क्याचेट / जिल	स पूर्व के की - उ
९. कानपार्किमं १ ग्रेन्टी १ पोटमार	2
१०. मजला कमांक : उक्पाहन सुपिया आहे	ं / माही
११. खांधकान पर्ष । धनासाः	
ং । আঁঘকামাঘা प्रकार ঃ প্রারমীনী / ভ্রার पक्के / প্রার্থ বক্জे / ব	तंच्ये
१३ खाजाञ्मुल्य तक्त्यातील मार्गक्र्यांक भुवना क्रमांक ः ज्यान्व	ये दिलेला घट / आह
१४. निएह ब्रॉण्ड लायमन्स बस्तः १. प्रतिमाह भाडे सक्कमः	
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३. कालावधी	
१५. निर्धारित केलेले खाजाबमुख्य	5.66,0001-
१६. इभ्तामध्ये इथिलेला मोषक्ला ^३	11,22,6001
१७. देश मुद्रांक शुल्क : 67360 🗠 अवलेले मुद्रांक शुल्क	67360/2
१८. देख नॉक्जी फी है 11230	



सह दुय्यम निबंधक वर्ग २ क्सई २ (विरार) एक सौ रुपये

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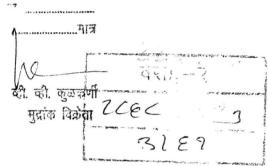
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Sub Treasury Office,
Vasai.

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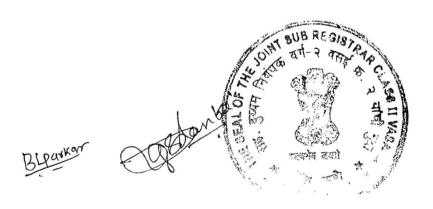
Tropping Office.



LESS STAMP DUTY PAID

SELLER = MIS. MAHALAXMI REALTORS

PURCHASER : BHAGYESH LAXMAN PARKAR



his heirs, executors, administrators and assigns) of the FIRST PART;

Blogging

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30/- PB6963

Customer's Copy
THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP
Branch 3078.28
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Franking Value Rs 67360/
Service Charges A. 101
TOTAL R. 67370/4
Name & Address of the Stamp duty paying party
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VIRAR, TAL- VASAI
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বালি - এ এই টু গোলী ব চাৰফা (Authoris : recision's Full Signature & Seal)	FOR THE KAPAL OUR BANK LTD.
	Authorized Garaner

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this 25⁺¹ day of 0 CT. In the Christian year I wo Thousand Thister by and BETWEEN M/S. MAHALAXMI REALTORS a proprietorship firm, through its proprietor MR. DASHRATHSINFL GULABSINH SOLANKI, having its office at Shop No.10, Panchratna Apt., Near Jain Mandir Mear Snehanjali Showroom, Agashi Road, Virar (West), Dist. Thane – 401 303, hereinafter referred to as "THE BUILDER/PROMOTER/PROMOTER" (Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm, and his heirs, executors, administrators and assigns) of the FIRST PART;

Blowker

COP Dankei

Authoriseo Signation

20.86/33 0189

AND

MR./MRS./MISS BHAGYESH LAXMA	N PARKAR.	
	adult, Indian I	nhabitant,
presently	residing	at,
A-302, SAI RAJYA, BUILDING. NO	6. D-A CO-OP. HSG. 50C , L	TD,
NAYGHAR FATAK, SHIRDI NAGA		
	hereinafter referred to	as "THE
PURCHASER/S" (Which expression shall	l unless it be repugnant to the o	context or
meaning thereof be deemed to include his/h		
assigns) of the SECOND PART:-		

WHEREAS:-

- a) Land bearing Survey No.115 (Old Survey No. 4), Hissa No. 37, 41, 42, 43 & 44 B, admeasuring about 0-22-0 HRP total area admeasuring about 4537.18 sq. mtrs. of Village Kopri (Old Village Chandansar), Virar (E), Taluka Vasai, District Thane 401 303 (hereinafter referred to as "the said land") within the area of Sub-Registrar Vasai No. II (Virar), more particularly described in the Schedule "A" hereunder written.
- b) MR. Lahu Soma Patil was the owner of the said Land.
- c) By a Conveyance Deed dated 17/04/1989, Mr. Lahu Soma Patil sold and conveyed the said land bearing Survey No.115 (Old Survey No. 4), Hissa No. 37 part in favour of 1) Mr. Harichandra Jaitu Patil, 2) Soni Kisan Patil, 3) Gangubai Jaitu Patil were the owners of the said land.
- d) Further by an another Conveyance Deed dated 21/02/1989, 1) Mr. Harichandra Jaitu Patil, 2) Soni Kisan Patil, 3) Gangubai Jaitu Patil sold and conveyed the land bearing Survey No. 115 Old Survey No. 37 part, to Mr. Ravindra Shankar Sawant.
- e) The said land bearing Survey No. 115 (Old Survey No. 4) Hissa No. 37 part, was own by Mr. Ravindra Shankar Sawant and as per Akarband Patrak the said land was amalgamated and given one Hissa No. as Hissa No. 37 and as per Mutation Entry No. 76, the said effect was given in revenue records. The said Mutation Entry was certified by Mandal Officer Virar.
- f) The said land was purchased by M/s. Chhaya Construction Co., however at the time of purchase the said land was Agricultural land and therefore it was purchase in the name of Mr. Ravindra Shankar Sawant who was one of the partner of M/s. Chhaya Construction Co..
- g) The said Mr. Ravindra Shankar Sawant was retired on 31/12/1991 and all asset and liabilities including the aforesaid land of M/s. Chhaya Construction Co., have been taken over by the continuing partners.

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As such the M/s. Chhaya Construction Co. is the owner of or otherwise well and sufficiently entitled to the land bearing Survey No. 115 (Old Survey No. 4), Hissa No. 37, admeasuring H.R. 0-22-0, lying being and situate at Villege KOPRI (Old Villege Chandansar), Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No. II (Virar) more particularly described in the First Schedule herein under written.

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- i) The said land has been converted into N.A. by the order of Additional Collector of Thane District, vide his order bearing No. REV/D-1/T-9/NAP/SR-117/2004, dated 10/12/2004.
- j) The Plan in respect of the said land has been approved from the CIDCO, vide order bearing No. CIDCO/VVSR/CC/BP-1731/E/2060, dated 29/03/2007.
- k) The said building is being constructed on the said land admeasuring 4537.18 Square meters, bearing Survey No. 115 (Old Survey No. 4), Hissa No. 37, 41, 42, 43, 44-B, admeasuring H.R. 0-22-0, situate, lying and being at Village Kopri, Taluka Vasai, Dist. Thane.
- The Commencement Certificate has been obtained from CIDCO, vide order bearing No. CIDCO/VVSR/CC/BP-1731/E/2060, dated 29/03/2007.
- m) By a Conveyance Deed dated 09/05/2013 having registration No. VSI2-4280-2013 registered at Virar between M/s. Chhaya Construction Co. (therein called the Confirming Party) had sold assigns and transfer with consent of Mr. Ravindra Shankar Sawant (therein called "the Vendor") of the said land bearing Survey No. 115 (Old Survey No. 4), Hissa No. 37 part, admeasuring H.R. 0-22-0, lying, being and situate at Villege Kopri (Old Villege Chandansar), Taluka, Vasai District Thane, together with benefit of sanctioned plans and right of way over the roads as shown in the plan thereof hereto annexed marked with red colour boundary line approved by the CIDCO in the said land, to the M/S. MAHALAXMI REALTORS, a proprietorship firm (therein called "The Purchaser" and hereinalter Called "EBUILDER/PROMOTER")
- n) By an Conveyance Deed dated 09/05/2013 M/s. Chhaya Construction Co. (therein called the Contining Party) had sold assigns and transfer with consent of Mr. Rayindra Shankar Sawant (therein called "the Vendor") the said land together with benefit of sanctioned plans and right of way over the roads as shown in the part thereof hereto annexed marked with red colour boundary line approved by the CIDCO in the said land, to the M/S. MAHALAXMI REALTORS, a proprietorship firm (therein called "The Purchaser") hereinafter called "THE BUILDER/PROMOTER"), on the terms and conditions mentioned in the said

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u) THE PURCHASER/S agreed and confirm that if in case in future any Service Tax / Vat and/or any other charges if applicable for the said flat THE BUILDER/PROMOTER will not be responsible at all and THE PURCHASER/S will bear the cost.

NOW,	THIS, AGREEMENTS WITNESSETH AND IT IS HEREBY A	GREED BY AND
BETW	EEN THE PARTIES HERETO AS FOLLOWS:-	16.EC 03
		0(89
1)	THE BUILDER/PROMOTER shall construct the said building	on the said plot of
	land in accordance with the plans, designs, specifications	
	concerned local authority and which have been seen and ap	
	Purchaser/s with only such ? Variations and modific	
	BUILDER/PROMOTER may consider necessary or as may be	
on the state of th	concerned local authority the Government to be made in them	
2)	The Flat Purchasen's hereby agrees to purcha	ase from THE
	BUILDER/PROMOTER and THE BUILDER/PROMOTER her	
	the Flat to Purchaser/s Mar Bearing No.	
	Floor, of Built up area admeasur	
	Square Feet i.e. equivalent to S1113 Square meters	
	of the area of balconies, Staircase), in Wing, o	
	Annexure "B" in the "MAHALAXMI RESIDENCY" (hereina	
	"the said flat") for the price of Rs. 11,22,60	
	ELEVEN LAC TWENTY TWO THOUSAND SIX HUNDR	
	(hereinafter referred to as "the said consideration") incl	
	common area and facilities appurtenant to the premises, the	-
	description of the common facilities which are more particular	ly described in the
	second schedule hereunder written.	
3)	The said consideration of Rs. 11,22,600	/- (Rupees
	ELEVEN TAC TWENTY TWO THOUSANDSIX HUNDR	only) shall be
	payable in the following manner:-	
	/ on booking of the Flat	
	a) Rs/- on booking of the Flat. b) Rs/- on or before	
	c) Rs/- on or before	
	d) Rs/- on or before	
	e) Rs/- on or before	
	f) Rs/- on or before	
		Braskon
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THE BUILDER/PROMOTER is constructing building on the said land known as "MAHALAXMI RESIDENCY" (hereinafter referred to as "the building' for the sake of brevity)

- p) THE BUILDER/PROMOTER is entering into several agreement similar to this agreement with several parties who may agree to take/acquire premises in the said land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by THE BUILDER/PROMOTER with a view ultimately that THE PURCHASER/S of the various premises alongwith occupants of the other premises in the said plot of land shall form a Co-operative Housing Society or Limited Company the said plot of land together with the building thereon will be conveyed as herein provided.
- q) THE PURCHASER/S has/have demanded from THE BUILDER/PROMOTER for inspection of the aforesaid building plans, specification of and other documents referred to above including the agreement, such inspection has been duly given to and taken by THE PURCHASER/S. THE PURCHASER/S has/have also satisfied himself/herself/themselves about the same.
- THE BUILDER/PROMOTER have engaged the service of Architect/Consultant M/S. R.V.S. DESIGNS registered with the Council of Architect and as a structural engineer for preparation of the structural drawings of the Building and THE BUILDER/PROMOTER accept the professional supervision of the architect and structural engineer.
- s) The Flat Purchaser/s demanded from THE BUILDER/PROMOTER and THE BUILDER/PROMOTER have given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the development agreement and the plans, designs and specification prepared by THE BUILDER/PROMOTER, Architects M/S. R.V.S. DESIGNS, having Office at 3 & 6, Tiwari Estate, Raja Chhatrapati Shivaji Marg., Virar West, Dist Thane 401 303 and of such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, sale, Management and transfer) Act, 1963 (hereinater for the sake of brevity it may be referred to as "the said Act") and the rules trade there under, such inspection has been duly given to and taken by THES (PURCHASER/S). THE PURCHASER/S has/have also satisfied himself/herself/themselves about the same.
- t) THE BUILDER PROMOTER have supplied to THE PURCHASER/S such of the documents as a remainded in rule 4 of the Maharashtra Ownership Flat, Rules 1964, as demanded by THE PURCHASER/S.

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g)	Rs	/- on or before	CHANGE STATE
h)	Rs	/- remaining at the time of possession of the Fla	at.

- 4) THE BUILDER/PROMOTER hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Flat Purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the flat.
- 5) The Flat Purchaser/s agrees to pay to THE BUILDER/PROMOTER interest at 18 %(Eighteen) per cent per annum on all the amounts which become due and payable by the Flat Purchaser/s to THE BUILDER/PROMOTER under the terms of this agreement from the date of the said amount is payable by the Flat Purchaser/s to THE BUILDER/PROMOTER.
- 6) On THE PURCHASER/S committing default in payment on due date of any amount due and payable by the Flat Purchaser/s to THE BUILDER/PROMOTER under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flat Purchaser/s committing breach of any of the terms and conditions herein contained, THE BUILDER/PROMOTER shall be entitled at his/her own option to terminate this agreement.

PROVIDED always that the Power of termination herein before

Contained shall not exercised by THE BUILDER/PROMOTER unless and until

THE BUILDER/PROMOTER shall have given to the Flat Purchaser/s fifteen
days prior notice in writing of his intention to terminate this agreement and of the
specific breach or breaches of terms and conditions in respect of which it is
intended to terminate the agreement and perault shall have been made by the
Flat Purchaser/s in remedying such breach or breaches within a reasonable
time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, THE BUILDER/PROMOTER shall refund to the Flat Purchaser/s 50% of the installments of sale price of the Flat which may till have been paid by the Flat Purchaser/s to THE BUILDER/PROMOTER but THE BUILDER/PROMOTER shall not be liable to pay to the Flat Purchaser any interest on the amount so

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

7) The Fixtures, fittings and amenities to be provided by THE BUILDER/PROMOTER in the premises and the said building are those that are set out in **Annexure** "A" annexed hereto.

8)	THE BUILDER/PROMOTER shall give passes in the state of the shall give passes in the state of the
	THE BUILDER/PROMOTER shall give possession of the premises to the Flat Purchaser/s on or before
	BUILDER/PROMOTER fails to give possession of the flat to the Flat Purchaser/s on account of reasons beyond his/hor/thair
	John His/Hel/Indir control like M
	rotto, order rille notification of the o
	other public or competent authority and any Natural calamities in such case THE BUILDER/PROMOTER will not be recovered.
	BUILDER/PROMOTER will not be responsible at all and it will decided mutually by consent if incase as per the provisions of Continuous and Con
	by consent if incase as per the provisions of Section 8 of Maharashtra Ownership Flat Act, THE BUILDER/PROMOTER will not able to handover possession of the
	said flat accept the above up foreseas
	BUILDER/PROMOTER shall be liable on demand to refund to the Flat
	Purchaser/s the amounts already received by them in respect of the said Flat.
	by them in respect of the said Flat.

PROVIDED that THE BUILDER/PROMOTER shall be entitled to reasonable extension of time for giving delivery of the flat on the aforesaid date, if the completion of building in which that the said flat is to be situated is delayed on account of various acts given hereinabove.

- i) Non-Availability of Steel cement, other building material, water or electric
- ii) War Civil Commotion or of God.
- Any notice, of the notification of the Government and/or other public or competent authority.
- 9) The Flat Purchaser/s shall take possession of the Flat within seven days of THE BUILDER/PROMOTER giving written notice to the Flat Purchaser/s intimating that the said Flats are ready for use and occupation

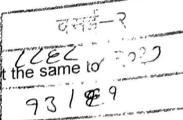
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10) The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.

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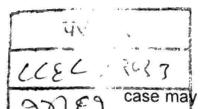


11) The Flat Purchaser/s along with other Purchaser/s of Flat in the building shall join in forming and registering the society or a limited company to be known by the name as "MAHALAXMI RESIDENCY CO-OP. HSG. SOC. LTD.". The Flat Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member, including the bye-laws of the proposed society and fulfill and sign and returns to THE BUILDER/PROMOTER within seven days of the same being and fulfill and sign and returns to THE BUILDER/PROMOTER within seven days of the same being forwarded by THE BUILDER/PROMOTER to the Flat Purchaser/s. So as to enable THE BUILDER/PROMOTER to register the organization of the Flat Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the Flat Purchaser/s if any, changes or modifications are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

- 12) That the Society shall always be known as "MAHALAXMI RESIDENCY CO-OP. HSG. SOC. LTD.", and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of THE BUILDER/PROMOTER.
- 13) The Flat Purchaser/s shall on or before delivery of possession of the said premises keep deposited with THE BUILDER/PROMOTER the amount of Rs. 1,00,000/- (Rupees One Lacs Only) for legal charges for share money, application entrance fee of the society or limited company, for formation and registration of the society or limited company, for Electric Cable, Meter Deposit & Charges and for Water Connection charges and Deposit
- 14) THE BUILDER/PROMOTER shall utilize the aforesaid sum paid by THE PURCHASER/S to THE BUILDER/PROMOTER for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of THE BUILDER/PROMOTER in connection with formation of the said society, or as the



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case may be limited company, preparing its rules, regulations and bye-laws and the

- 15) On or before registration of the flat Purchaser/s shall pay to THE BUILDER/PROMOTER the Flat Purchaser/s share of stamp duty and registration charges, VAT & SERVICE TAX charges payable, if any by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building to be executed in favour of the society or limited company.
- 16) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said plot and building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to them and all open spaces, parking spaces, lobbies staircases, recreation spaces etc., will remain the property of THE BUILDER/PROMOTER until the said land and building is transferred to the society as hereinabove mentioned.
- 17) All notices to be served on the Flat Purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if sent, to the Flat Purchaser/s, by Registered Post A.D./Under Certificate of Posting at his/her/their address specified below:-

VIZ. A-302, SAI RATYA BUILDING NO. D-A CO-OP. HSG. SOC LTD. MAUGHAR FATAK, SHIRDI MAGAR, BHAYAMDER (E). THANE- 401105

- 18) It is agreed that THE BUILDER/PROMOTER shall be entitled, without affecting the rights of THE PURCHASER/S to the said premises including the area thereof, to revise the building plans in respect of the said building and to utilize the total F.S.I. and the development rights available in respect of the said property by suitably modifying the buildings plans in respect of the said premises as THE BUILDER/PROMOTER may desire and THE PURCHASER/S hereby irrevocably consent to the right of THE BUILDER/PROMOTER to revise and modify the building plans in respect of the said premises from time to time.
- 19) In the event of any society being formed and registered before the sale and disposal by THE BUILDER/PROMOTER, of all the premises, the powers and the authority of the Society or Limited Company or Condominium of Apartment so formed or THE PURCHASER/S and other holders of the premises shall be subject



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to the overall authority and control of THE BUILDER/PROMOTER in respect of all 69 particular concerning matters in the and said Building the BUILDER/PROMOTER shall have absolute authority and control as regards the unsold premises and the disposal thereof, PROVIDED AND ALWAYS THE PURCHASER/S hereby agrees and confirms that in the event of the said Society and/or Limited Company or Condominium of Apartment being formed earlier then THE BUILDER/PROMOTER dealing with or disposing of the said buildings on the said property then and in that event any allottee or Purchaser/s of premises from THE BUILDER/PROMOTER shall be admitted to such Co-operative Society and/or Limited Company or Condominium of Apartment on being called upon by THE BUILDER/PROMOTER without payment of any premium or any additional charges save and except Rs. 400/- for the share money and Rs. 10/- entrance fee and such allottee Purchaser/s or Transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society and/or Limited Company or Condominium of Apartment as the case may be.

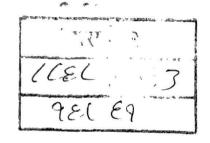
- 20) THE PURCHASER/S shall not decorate the exterior of the said premises otherwise than in a manner agreed to with THE BUILDER/PROMOTER under this agreement.
- 21) THE PURCHASER/S will bear Service Tax / Vat and/or any other charges if applicable in future for the said flat and THE BUILDER/PROMOTER will not be responsible at all
- 22) The Agreement shall always subject to the provision of Maharashtra Co-Operative Act, 1960 with rules made there under and also The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

SCHEDULE "A"

All that piece and parcel of N.A. Land admeasuring 4537.18 square meters, Out of Survey No. 115 (Old Survey No. 4), Hissa No. 37 part, admeasuring H.R. 0-22-0, lying, being and situate at Villege Kopri (Old Villege Chandansar), Taluka, Vasai District Thane, within the area of Sub-Regisrar at Vasai No. II (Virar).

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SCHEDULE "B"

THE SCHEDULE ABOVE REFERRED TO FLAT

Flat/Shop/Gata -No. 207, in the 'B' Wing, of the	Building No.
, on theFloor, admeasuring	Square Feet
(Built up area/Carpet area) i.e. 31.13 Square Meters,	, in the
Building known as "MAHALAXMI RESIDENCY", constructed on N.A. L	_and bearing
Survey No. 115 (Old Survey No. 4), Hissa No. 37 part, admeasuring H.R.	0-22-0, lying,
being and situate at Villege Kopri (Old Villege Chandansar), Taluka, V	Vasai District
Thane, within the area of Sub-Regisrar at Vasai No. II (Virar).	

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBCRIBED THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the

Withinnamed "THE BUILDER/PROMOTER"

M/S. MAHALAXMI REALTORS,

a proprietorship firm through its proprietor

MR. DASHRATHSINH GULABSINH SOLANKI

In the presence of

1

Name:

Sury

P. Kankens

Name:

Sanker Pati

SIGNED AND DELIVERED by the

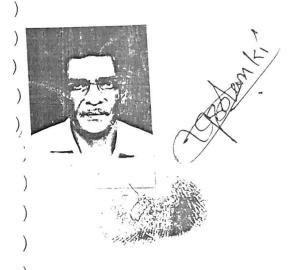
Within named "THE PURCHAER/S"

MR./MRS./MISS BHAGYESH LAXMAN PARKER)

In the presence of.....

1. 2. (Str.)







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RECEIVED the day and the year first hereinabove

Written of and from the withinamed THE PURCHASER/S,)

The sum of Rupees Two Lac Twenty Four | Rs. 2,24,500|
THOUSAND FIVE HUNDRED ONLY |

As and by way of earnest money.

WITNESSES:
WE SAY WE HAVE RECEIVED

THE BUILDER/PROMOTERS

RECEIPT

RECEIVED the day and the year first hereinabove written of and from the within named THE PURCHAER/S, the sum of Rs. 2,24,500 /- (Rupees Two LAL TWENTY FOUR THOUSAND FIVE HUNDRED Only) as and by way of earnest money, to be paid by him to us.

The said amount is paid by Cheque as under-

Sr No	Date	Cheque No	Bank	Branch	Amount in
	25/03/2013	143325	ICICI BANK		51,0001-
2.	15/05/2013			or He He South	173,5001
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WITNESSES:-

WE SAY RECEIVED.

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THE BUILDER/PROMOTER

3" " Lateland	१८८८ / ी १८८६१ व नेपुत्त सात द जमीन अधिकार अभिलेख आणि नोंदवहया तयार १९७१-यांतील नियम ३, ५, ६, आणि ७	
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पोटखराब (लागवडी योग्य नसलेले) वर्ग (अ)	0 00	इतर अधिकार : लु . (७ २ ७
चर्म (ब) एकूण आकारणी जुडी किंवा विशेष असकारणी १८०६	co	सीमा आणि भृमापन च्रिन्हें :-
	गाव नमुना बारा (पिकाची नोंदवही) भेलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठे	वणे) नियम १९७१ यातील नियम २९)}

पिकाखालील क्षेत्र											पडीत व	व पिकास		जिमन करणाराचे नांव	शेरा
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(अभ्यान वरहुकूम नवकल) तारीख

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तताठी सजा चंदनसार वालुक-दत्तर्वं, जिल्ह्न-वार्दे

CEL 17093 ान गमुना सात (महाराष्ट्र जमीन अधिकार अभिलेख आणि नॉदबहया तयार करणे व सुम्थितीत ठेवण) गाव नमुना सात नियम १९७१-यांतील नियम ३, ५, ६, आणि ७ भूमापन तहसी्ल : वसई भूपापन भोगवटदाराचे नांव क्रमांकाचा खाते क्रमांक १८४ पध्दती उपविभाग 994 ताचे म्यानिक नांव (2099) कूळाचे नांव गावडीचे यीग्य क्षेत्र हेन्डर आम व्येष्ट्र सावेत 学一 चौरस मिट्र 2699 1200-00 0-22-इतर अधिकार : १६- ७०७ एक्ण 0-22-8 2000 पोटखराब (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब) एक्ण सीमा आणि भूमापन चिन्हे आकारणी रुपये जुडी किंवा विशेष 900 -00 आकारणी

गाव नमुना बाँरा (पिकांची नोंदवही) (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तथार करणे व सुन्धितीत ठेवणे) नियम १९७१ यांतील नियम २९)}

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(अम्मल बग्हुकूम नक्कल)

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प्रिकृप (१०००) श्री. हेमंत र अक्रेकर तलाठी सजा चंदनसार तातुका-वसद्दं, जिल्ला-वाणे

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गाव	×	गाव नमुना दोनअकृषिक महसुलां - भाग (अ) गावडाणातील (एक) निवासिययक प्रयोजनाकरिता वापर केले	महाराष्ट्र जमीन महसूल कलम १९०-९९९ व दाधज केला असेल तो र	म. गा. R. प. 2 मा. अधिनियम, १९६६ च्या ल्वे ज्या बर्गात गाव
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