



21/01/2014

सूची क्र.2

दुसरा निबंधक : मह दु नि पनवल 4

दस्ता क्रमांक : 452/2014

नोंदणी

Regn 53m

गावाचे नाव : 1) खारघर

(1) विनंतीचा प्रकार	करारनामा
(2) मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	4729000
(4) भू-मापन,पोटहिन्सा व घरक्रमांक (अमल्यास)	1) पालिकेचे नाव:रायगडइतर वर्णन : इतर माहिती: मरनिफा नं 203, 2 या मजला म दिग तुलसी कमल, प्लॉट नं 233, सेक्टर नं. 10, खारघर, तालुका पनवेल जिल्हा रायगड क्षेत्रफळ 593 चौ.फुट. कार्पेट ((Plot Number : 233 , SECTOR NUMBER 10))
(5) क्षेत्रफळ	1) 593 चौ.फूट
(6)आकारणी किंवा जुनी देण्यात आलेले नेश्या	
(7) दस्तावेज करून देणा-या/विद्वान डेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाने हुकुमनामा किंवा आदेश अन्वयेत प्रतिवादिचे नाव व पत्ता.	1) नाव:-जे. मेट्टा रियालिटी सर्व्हे भागीदार अशोक डी डैन सर्व्हे.सु. मारुतीदेव रानी - वय - 49, पत्ता-प्लॉट नं. - , माळा नं. - , इमारतीचे नाव ई -3 1-2, मरुत नं. 1, पानी तशी मुंबई , प्लॉट नं. - , रोड नं. - , पिन कोड:-400703 पॅन नं :-AAPFMS769F 2) नाव:-मान्यता देणार - धी. चंद्रकांत दगडू ठाकूर - वय -47 पत्ता -प्लॉट नं - , माळा नं - , इमारतीचे नाव: व्हिलेज खारघर कोषा तालुका पनवेल,जिल्हा रायगड , प्लॉट नं - , रोड नं - , पिन कोड:-410210 पॅन नं:- 3) नाव -मान्यता देणार - धी दिलीप दगडू ठाकूर - वय -29 पत्ता -प्लॉट नं. - , माळा नं - , इमारतीचे नाव: व्हिलेज खारघर कोषा तालुका पनवेल,जिल्हा रायगड , प्लॉट नं - , रोड नं - , पिन कोड:-410210 पॅन नं:- 4) नाव -मान्यता देणार - धी. सुरेश दगडू ठाकूर - वय -45, पत्ता -प्लॉट नं. - , माळा नं - , इमारतीचे नाव: व्हिलेज खारघर कोषा तालुका पनवेल,जिल्हा रायगड , प्लॉट नं - , रोड नं - , महाराष्ट्र, रायघर(एमएच). पिन कोड:-410210 पॅन नं:- 5) नाव -मान्यता देणार - धीमती अनुयाया कच-या ठाकूर - वय -58, पत्ता -प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: व्हिलेज खारघर कोषा तालुका पनवेल,जिल्हा रायगड , प्लॉट नं - , रोड नं. - , पिन कोड:-410210 पॅन नं:- 6) नाव -मान्यता देणार - धी. अर्जुन गिरा ठाकूर - वय -53, पत्ता -प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: व्हिलेज खारघर कोषा तालुका पनवेल,जिल्हा रायगड , प्लॉट नं - , रोड नं. - , पिन कोड:-410210 पॅन नं:- 7) नाव -मान्यता देणार - वैष्णवाई शक्ति गायकर - वय -60 पत्ता -प्लॉट नं - , माळा नं - , इमारतीचे नाव: व्हिलेज खारघर कोषा तालुका पनवेल,जिल्हा रायगड , प्लॉट नं - , रोड नं. - , पिन कोड:-410210 पॅन नं:-
(8)दस्तावेज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाच्या हुकुमनामा किंवा आदेश अमल्यास प्रतिवादिचे नाव व पत्ता	1) नाव -अमरुत दगडू ठाकूर - वय -33, पत्ता -प्लॉट नं. - , माळा नं. - , इमारतीचे नाव हाडन नं 425 कोषा व्हिलेज खारघर तालुका पनवेल जिल्हा रायगड , प्लॉट नं - , रोड नं. - , पिन कोड :-410210 पॅन नं:-
(9) दस्तावेज करून देण्याचा दिनांक	10/01/2014
(10)दस्त नोंदणी केल्याचा दिनांक	10/01/2014
(11)अनुक्रमांक,छांट व पृष्ठ	452/2014

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AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT is made at Navi Mumbai on this 10th day of JAN, 2014, between M/S. METRO REALITY, a partnership firm, registered under the Indian Partnership Act, 1932 having its office at E-3, 1/2, Sector No-1, Vashi, Navi Mumbai-400 705, hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and assigns of the last surviving partner or their assigns) OF THE (

SHRI BHASKAR DAGDU THAKUR, having address at House No. 42, Kharghar, Tal.-Panvel, District Raigad hereinafter referred to as the "PURCHASER(S)" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs, legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE SECOND PART and



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(1) A.P. SHRI CHANDRAKANT DAGADU THAKUR B) SHRI DILIP DAGADU THAKUR C) SURESH DAGADU THAKUR, all legal heirs of SHRI DAGADU CHANDRAKANT THAKUR, (2) SMT. ANUSAYA KACHRYA THAKUR, (3) SHRI ARJUN GIRA THAKUR & (4) SMT. VENUBAI SHALIK GAJKAR, all adults, Indian inhabitants, residing at Village Kharghar-Kopar, Tal-Panvel, Dist-Raigad, hereinafter jointly and collectively called "THE CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) OF THE THIRD PART;

Whereas THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956 (1 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 a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

And whereas the state Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Sec. 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;

And whereas (1) SHRI DAGDU GIRA THAKUR, (2) SMT. ANUSAYA KACHRYA THAKUR (3) SHRI ARJUN GIRA THAKUR & (4) SMT. VENUBAI SHALIK GAJKAR, hereinafter jointly and collectively referred to as "THE ORIGINAL LICENSEES" had been allotted the Plot of Land by the said Corporation bearing Plot No. 125/1 under erstwhile 12.5% Gaothan Expansion Scheme of CIDCO LTD. in Sector No. 1, Kharghar, Tal.-Panvel, Dist.-Raigad, admeasuring 1899.66 Sq. Mts. or thereabouts and are particularly described in the "First Schedule" hereunder written and referred to as "THE SAID PROPERTY") on the terms and conditions of lease of the said Property as set out therein.



And whereas the Original Licensees paid to the Corporation full and final payment of the lease premium and entered into an Agreement to Lease dated 24/10/2008 and after completion of building(s) on the said Plot of land, Corporation shall execute the Lease

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construction of building(s) on the said Plot of land. Corporation shall execute the Deed in favour of the Licensees granting the lease of the said Plot to the Licensees for a period of 60 (Sixty) years from the date of Agreement to Lease.

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And whereas by virtue of a Tripartite Agreement dated 17/04 2009 entered into between the Corporation, of the One Part and the said Original Licensees of the Second Part and M/S. METRO REALITY, represented by its partners (1) SHRI SURESH PANNALAI JAIN (2) SHRI AJEET UGAMRAJ DHOKA (3) SHRI RAMESH KHIVRAJ JAIN (4) SHRI ASHOK DALCHAND JAIN (5) M/S. METRO INFRA PROJECTS PVT. LTD. therein referred to as "THE NEW LICENSEES" of the Third Part, the Corporation has agreed to grant to the New Licensees a lease of the aforesaid Plot on the terms and conditions specified therein, and whereas the terms and conditions of the said Agreement was complied with by the New Licensees, the said Plot was leased and assigned in favour of the New Licensees M/S. METRO REALITY, and CIDCO vide its letter has transferred the said Plot in favour of the New Licensees, the Builders herein.

And whereas prior to execution of the aforesaid Tripartite Agreement, the said Original Licensees by virtue of Agreement dated 18.08 2008 entered into between the Original Licensees of the One Part and M/S. METRO REALITY, of the Other Part, the aforesaid Original Licensees have granted the Development rights of the said plot of land to the Builders herein on the basis of area sharing in the ratio of 50:50 (Fifty Fifty):

And whereas pursuant to the above said Development Agreement, the Original Licensees are fully entitled for the allotment to their share of the total developed area consisting of 33 Flats of different size and dimensions constructed on the said plot of land without any monetary consideration or otherwise and in lieu of transfer and assignment of the rights, title, interest and benefits on the said plot of land;

And whereas the Builders got the necessary approvals from the Corporation, for the construction of the building in the said plot and procured all the requisite and the necessary permissions and sanctions of the plans, the specifications, elevations, sections and details of the said building to be constructed from the Office of the Town Planning Authority, CIDCO LTD. vide Commencement Certificate bearing reference number CIDCO/BP/ATPO/402, dated 06/05/2009;

And whereas the Builders accordingly commenced the construction of the building as "TULSI KAMAL" on the said Property

And whereas in accordance with the plans sanctioned by the Corporation, the Builders have completed the construction of the building consisting of 33 Residential Flats and other units as per the plans and specifications duly approved by the Town Planning Authority and Development permission granted and obtained Occupancy Certificate of



Acknowledged

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issued by the concerned authority and is in lawful possession of the said Plot together with the building constructed thereupon;

And whereas upon completion of building, the builders/developers have executed the lease deed dated 26.02.2013 with CIDCO Ltd. duly registered before the sub registrar of Panvel under serial no 4168-2013 on 18.05.2013.

And whereas in pursuance to the above, the Original Licensees were entitled for allotment of total 33 (Thirty Three) Flats out of the total flats constructed on the said plot of land and out of the aforesaid 33 (Thirty Three) Flats, the Original Licensees have already sold and disposed off 10 (Ten) flats out of the total 33 (Thirty Three) flats to the Builders herein and requested the Builders herein to allot the remaining 23 (Twenty Three) flats to the Original Licensees and/or to their nominees as per the details furnished to the Builders on or before execution of these presents.

And whereas the Builders have agreed to allot the Flats and Other Units in the building(s) to be known as 'TULSI KAMAL' on OWNERSHIP BASIS to the Original Licensees of the said plot of land in terms and consideration to the said Development agreement;

And whereas pursuant to the said Development Agreement and at the request of the Purchaser(s), the Builders have agreed to allot to the Purchaser(s) the Flat bearing No. 203 on the Second Floor in A wing of the said building known as 'TULSI KAMAL' constructed on the portion of the said land having approximate Carpet area of 593 Sq. Ft. i.e. actual area of floor in the entire Flat including floor area of all rooms, wc/s, bathrooms, kitchen area, door jams, enclosed balcony, terraces and recessed space below window sills within the flat. The carpet area mentioned above also includes areas of columns / pillars which protrude inside the Flats [the tolerance of 1% to 2% should be considered for finishing items], on Ownership Basis without any monetary consideration and in lieu of grant of development rights as agreed to by and between them which is hereinafter referred to as "THE SAID PREMISES" on as is where is condition and as per the Floor Plan annexed hereto and marked as 'Annexure-A';

And whereas the Purchaser(s) has/have physically verified, examined and approved the building, the nature and quality of construction and fittings, fixtures, facilities provided therein;

And whereas this Agreement is made in accordance with the provisions of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sales, Management and Transfer) Act, 1963, and the rules framed there under including the model form of Agreement prescribed therein;

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Now this Indenture witnesseth and it is hereby agreed by and between the Parties hereto as follows:

- 1) The Builders have constructed the building consisting of Stilt + Eleven upper floors known as "TULSI KAMAL", situated at Plot No.-233, Sector No.-10, Village-Kharghar, Tal.-Pauvel, Dist.-Raigad, as per the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser(s) and obtained the occupancy certificate for the same.
- 2) The Purchaser(s) hereby agree(s) to acquire from the Builders and the Builder hereby agree to allot and handover to the Purchaser(s) the said Flat bearing No. 203 on the Second Floor in A wing of the said building known as "TULSI KAMAL," admeasuring 593 Sq. Ft. approximate Carpet area as shown on the floor plan (hereinafter called "THE SAID PREMISES") and more particularly described in the "Second Schedule" hereunder written, without any monetary consideration and in lieu of the grant of the development rights of the said Plot of land. The Carpet area mentioned hereinabove means and includes area representing the dimensions from brick to brick of each wall including the area of the balconies, toilets, internal passages, windowills and door jams in the Flat.
- 3) The fixture, fittings and amenities provided by the Builders in the premises and the said building are those that are set out in the "Third schedule" mentioned hereunder and the Purchaser(s) has have physically verified the premises, its area and amenities etc. and is fully satisfied about the same.
- 4) The Purchaser(s) shall use the Flat or any part thereof or permit the same to be used for the purpose of the residence. He/she/they shall use the garage or parking space only for the purpose of for keeping or parking the Flat purchaser's own vehicle.
- 5) The Builders shall not be entitled to demand any monetary consideration or amount whatsoever from the Purchaser(s) for allotment of the said Flat and Other units and all the expenses and charges for the construction and development of the said Plot of land has to be borne and paid by the Builders including the following charges and the Builders shall handover the possession of the said Flat to the Purchaser(s) with lock and key without making the Purchaser(s) liable for whatsoever:
 - a) Water connection charges, electricity connection charges, development charges and drainage charges.
 - b) Electric cable laying charges.



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the interest in the said building is impartible and it is agreed by the Purchaser(s) that the Builders shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser(s).

The Purchaser(s) undertake to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and/or Government and/or other public authority.

- 37) The Builders shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building.
- 38) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made there under / said Act and the rules made thereunder.

FIRST SCHEDULE

The Schedule above referred to

All that piece and parcel of land bearing Plot number 233, situated at Sector No.-10 under erstwhile 12.5% Goathan Expansion Scheme, Village-Kharghar, Tal.-Panvel, Dist.-Raigad, admeasuring 1899.66 Sq. Mts. or thereabout bounded as follows; i.e. to say:

- On or towards the North by : 15 Meter Wide Road
- On or towards the South by : Open Space
- On or towards the East by : Plot No.234
- On or towards the West by : Plot No.232

SECOND SCHEDULE

Description of the Flat

Flat No. 203 on Second Floor of 'A' wing admeasuring about 593 Sq. Ft approximate Carpet area in the building known as "TULSI KAMAL" on Plot No-233, Sector-10, Kharghar, Navi Mumbai.

- On or towards the North : Lobby
- On or towards the South : Open Space
- On or towards the East : Plot No. 234
- On or towards the West : Plot No. 232

and bounded on the plan annexed and bounded there in red color boundary line.



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4) [Signature]

5) [Signature]

6) [Signature]



REFNO: 402 = -1

6 MAY 2009

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA

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COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 43 of the Maharashtra Regional and Town Planning Act, 1966 to

M/S. Metro Realty.

Plot No. 233, Road No. —, Sector 10, Ward: Kharvela (12.5 Savera)

Development work of the proposed Residential Building (Stilt + 11th floor)

Total Residential BUA =

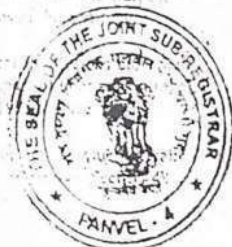
Nos. of Residential Units 66 Nos. of



- This Certificate is liable to be revoked if:
 - The development work in respect of which permission is granted under this Certificate is not carried out in accordance with the sanctioned plans
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened
 - The Planning Director is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and/or the person claiming title under him, in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966

- The applicant shall:
 - Give a notice to the Corporation for completion of development work upto plinth level, atleast 7 days before the commencing of the work
 - Give written notice to the Corporation regarding completion of the work
 - Obtain Occupancy Certificate from the Corporation
 - Notify authorised officers of the Corporation in writing about the completion of the work when the permission has been granted in accordance with the sanctioned building control Regulations and conditions

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CIDCO
WE MAKE CITIES

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:
NIRMAL, 2nd Floor,
Mumbai - 400 001
PHONE: (Reception)
FAX: 00 91-22-2202 2897/6650 0733

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HEAD OFFICE
CIDCO Bhavnagar Road,
New Mumbai - 400 114
PHONE: 00 91 22 4721 8175
FAX: 00 91 22 4721 8182

Ref. No. CIDCO/BPI/PO/ 402 = -1

Date: - 6 MAY 2008

To:
M/s Metro Realty,
E-3, 1/2, Sector-1, Vashi
NAVI MUMBAI

Sub:-Development permission for Residential Building on Plot no. 233, Sector -10
at Kharghar (12.5% scheme) Navi Mumbai

- Ref:- 1) Your architects application dated.24/11/2008 & 05/05/2009
2) Final Transfer Order issued by M(TS) vide letter, dtd.21/04/2008
3) Fire NOC issued by Fire Officer, vide letter dtd. 25/03/2008
4) PSIDC NOC issued by EE (Elect.) vide letter, dtd. 27/03/2008
5) 100% IDC paid of Rs. 19,00,000/- vide receipt No. EMS-B No.271486, dtd. 17/10/2008

Sir,

Please refer to your application for development permission for Residential Building on Plot no.233, Sector -10 at Kharghar (12.5% scheme) Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act, 1966 is also enclosed herewith for the site mentioned above.

The Developer / individual Plot Owner should obtain the proposed finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having still, the finished still level to be minimum 300 mm, above the road edge level.

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer, Kharghar, CIDCO, prior to the commencement of the construction Work.

You will ensure that for every 50 no. of flats, two wheelbarrows of HDPE material and of capacity 240 liters each (1 no. for Dry and 1 no. for wet drainage) will be provided at site before seeking occupancy certificate.

You will ensure that the building materials will not be stacked on the road during the construction period.

Since, you have paid 100% IDC amounting RS. 19,00,000/- vide receipt No. EMS-B No.271486, dtd. 17/10/2008, you may approach to the Office of Executive Engineer (Ktr) to get the sewerage connection to your plot.



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Yours faithfully,

(V. Vinu Gopal)
Sr. Planner (BPI)
Navi Mumbai & Kharghar