

09/05/2005
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दुय्यम निबंधकः
कल्याण 4

दस्त गोषवारा भाग-1

कलन4
दस्त क्र 1829/2005

88/86

दस्ता क्रमांक : 1829/2005

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा दग

1 नाव मे अन्नपुणा युनीव्हर्सल तर्फे भागीदार मनिष परबत
पटेल :-
पत्ता घर/फ्लॅट नं: ए 3, अनंत स्मृती, टाटालाईन,
रामनगर, डोंबिवली पूर्व
गल्ली/रस्ता :-
ईमारतीचे नाव :-
ईमारत नं. :-
पेठ/वसाहत :-

लिहून देणार

वय 35

सही

M. P. P.



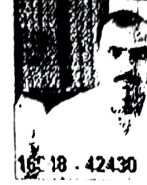
2 नाव मुन्नाजी योगेंद्र मिश्रा
पत्ता घर/फ्लॅट नं: 3
गल्ली/रस्ता :-
ईमारतीचे नाव: झिपा म्हात्रे चाळ
ईमारत नं. :-
पेठ/वसाहत: कोपर गांव
शहर/गाव: डोंबिवली
तालुका: :-
पिन: :-
पॅन नम्बर: :-

लिहून घेणार

वय 31

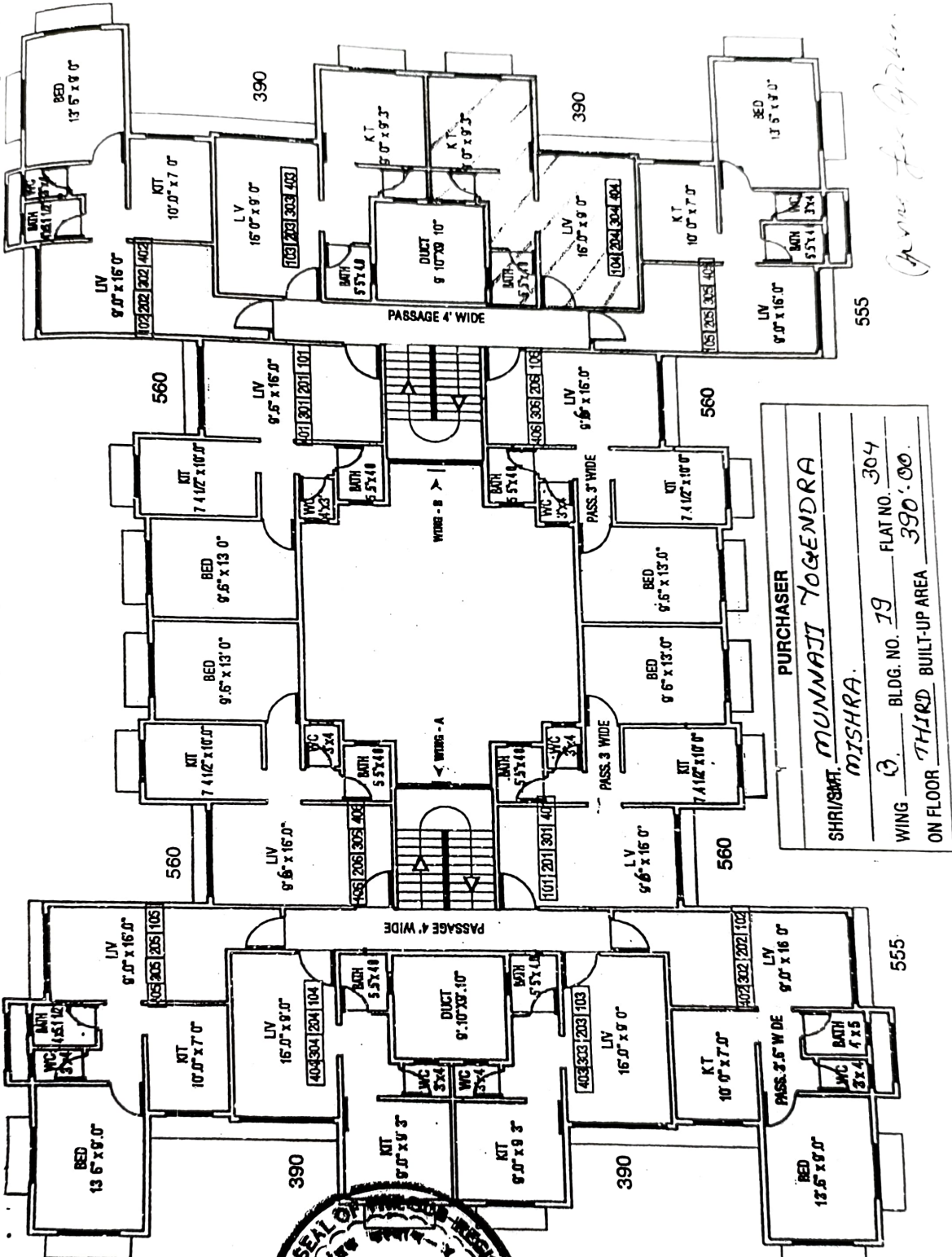
सही

Gurmo J. J. J.



20/20

अनुमति पत्र



PURCHASER
 SHRI/SHRI. MUNNAJI YOGENDRA MISHRA.
 WING B BLDG. NO. 19 FLAT NO. 304
 ON FLOOR THIRD BUILT-UP AREA 390 SQ. FT.



कलन - 8
 वस्तु क्रमांक 104
 20/20

REVISED PLAN

SHEET NO: 14

CONTENTS OF SHEET

STAMP OF DATE OF RECEIPT OF PLAN

GROUND FLOOR PLAN
TYPICAL FLOOR PLAN
SECTION & ELEVATION
BUILT UP AREA LINE DIAGRAM &
CALCULATION

NOTES :

PLOT BOUNDRY SHOWN IN THICK BLACK.
PROPOSED WORK SHOWN IN RED FILLED
PROPOSED ROAD SHOWN IN BRICK BURNT SIENNA
EXISTING STRUCTURE TO BE DEMOLISHED SHOWN IN YELLOW HATCH
DRAINAGE WORK SHOWN IN RED DOTTED
ALL EXTERNAL AND INTERNAL WALL ARE 0.15 M THK. AND 0.12 M. THK.
ALL TREADS AND RISERS ARE 0.25 M/W AND 0.15 M/H RESPECTIVELY

STAMP OF APPROVAL OF PLAN

बांधकाम नकाशे मंजूरी.....

रंगाने दुर्छस्ती दाखविल्या प्रमाणे व बांधकाम प्रारंभ

प्रमाण पत्र क्र. क्र. १५५/२०१६/१०९/५३३-११९

दिनांक २८/०९/०५ मध्ये घालून

दिलेल्या अटीप्रमाणे.



[Signature]
सहाय्यक संचालक
नगर रचना कल्याण डोंबिवली महानगरपालिका
[Signature]



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००/००

9. Quality concealed plumbing
10. Loft over Bath, WC, Kitchen.
11. Common T.V. Antenna point in Living room.
12. Telephone point in living room.
13. The lighting concealed arrangement in the flat will be follows :

Living Room	:	One light point One fan point One bell point One plug point Two silling point
Bed Room	:	One light point One fan point One plug point
Kitchen	:	One light point One fan point One plug point One domestic point
Balcony	:	One light point
Passage	:	One light point
W.C.	:	One light point
Bath room	:	One light point One domestic point

14. Building will be painted from outside with Cement Paint.

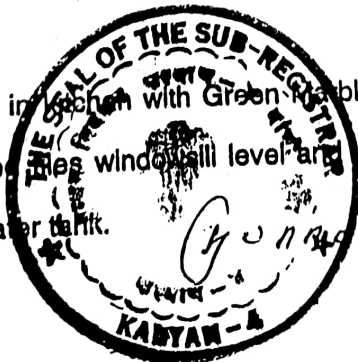


क ल न - ४
दस्त नं. १२२/१०
१५/०६

ANNEXURE 'A'
AMENITIES & SPECIFICATION OF THE FLAT

Flat No. 304 having Builtup / Carpet area of 390'-00 sq. ft.
on THIRD floor in wing B of the building known as
Annapurna Park

- (M)*
Green Fee (Gishng.)
1. Building will be R.C.C. framed structure with ground and four upper floors with underground water storage tank will electric pump with one R.C.C. overhead waterstorage tank.
 2. All doors will be flush door oil painted and window will be aluminum sliding.
 3. Main door will be flush door oil painted with outside aldrop of steel metal auto arrangement from inside and peephole.
 4. Spartex tiles flooring in living, bedroom & kitchen.
 5. Bathroom will be provided with polish spartex flooring and full glazed tiles, one direct water connection from overhead water storage with shower also is provided.
 6. One wash basin will be provided.
 7. All W.C.S. will have glazed tiles flooring and windowsill level.
 8. Cooking Platform in kitchen with Green Marble stone on top with steel sink, colour glaze. This windowsill level and indirect water connection from overhead water tank.



See Green

क ल न - 8
(5) दरत 30.12.04
2/20

IN WITNESS WHEREOF, the parties hereto set and subscribed their respective hands, seal the day and year hereinabove mentioned.

SIGNED, SEALED & DELIVERED

by the within named -

Shri MANISH P. PATEL

the Partner of M/s. Annapurna Universal, the Promoters.

herein, in the presence of -

- 1. Manish mavadiya. Navit
A/B, Anant Smruti, Tataline, Dom. (E).
- 2. V. N. Khandelwal
2/B, Parth Bldg., Pet colony ✓ Khandelwal
Dombivli CEI.

SIGNED, SEALED & DELIVERED

by the within named -

Shri MUNNAJI YOGIENDRA MISHRA.

the purchaser herein,

in the presence of -

- 1. Manish mavadiya. Navit
A/B, Anant Smruti, Tataline, Dom (E).
- 2. V. N. Khandelwal
2/B, Parth Bldg., Pet colony ✓ Khandelwal
Dombivli CEI.

RECEIVED FROM the Purchaser the

day and year abovementioned a

sum of

(Rupees ELEVEN THOUSAND ONLY.)

only) as earnest money by Cash / Cheque

No. 388315, dt. 18/4/05

drawn on STATE BANK OF INDIA.

DOMBIVLI



MPatel

Promoters

Ganna for Yishirs

Purchaser

Rs. 11000/-

We say received

MPatel

Promoters

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२६/४/०५

ALL THAT, the piece or parcel of land or ground bearing Survey No. 146/1 (part) & 147/1 (part), admeasuring about _____ sq. yards which is equivalent to 62625.33 sq. metres situate at Revenue village - Asde - Golavali in Taluka & Sub-Registration Dist. Kalyan, Dist. Thane, formerly within the limits of Kalyan - Dombivli Municipal Corporation.

THE SECOND SCHEDULE OF THE SAID BUILDING
AND THE SAID LAND.

Building No. 19 having a built up area of 27188 sq. ft. having two wings and ground and four upper floors with requisite portion of the said entire land there under.

G. V. M. S. for (G. V. S. M. S.)



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२९/०४

and undertake to pay the registration charges, stamp duty and any other expenses which may arise at the time of registration of this Agreement

23. All Notices to be sent and served and/or communication to be sent as required by the terms and conditions of this Agreement shall be deemed to have been properly served if sent to the Purchaser under Certificate of posting/ Registered Post on the following address of the Purchaser giving by him/her them for the purpose of Agreement :-

ROOM NO. 3, ZIPA MHATRE CHAWL NO. 1, NEAR HANUMAN MANDIR, KOPAR VILLAGE, DOMBIVLI (W).

24. It is also understood and agreed by and between the parties hereto the terrace space in the front or the adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the promoters of the society.

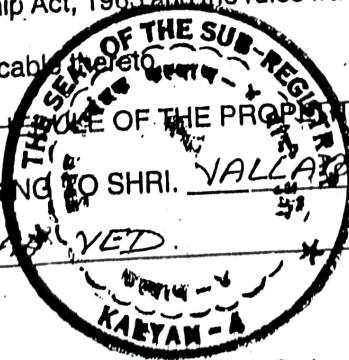
25. The name of the building to be constructed for the members of the Co.op. Housing Society shall be :-

ANNAPURNA PARK CO.OP. HSG. SOC. LTD. (Proposed)

and the same shall not be changed without the written permission of the Promoter.

26. The present Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Act, 1963 and the rules framed thereunder or any other provision of Law applicable thereto.

THE FIRST SCHEDULE OF THE PROPERTIES
LAND BELONGING TO SHRI. VALLABHADAS
GIOKULDAK YED.



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२५/१०

(Signature)
Gunas Lee (H. B. K.)

25. The Purchasers has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same;

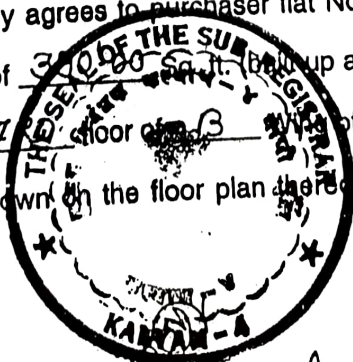
26. The purchaser has been informed by the promoters and therefore knows that they have offered for sale all the respective flats in the building under construction on the said land to different purchasers and that they have executed Agreements for sale of the flats with the clearcut understanding to the purchasers thereof that the purchasers who are taking the said flats ultimately join the rest of the purchasers in forming a Co.op. Housing Society and be a member thereof.

27. The Promoters agree to sell allot and the Purchasers agree to purchase/acquire the said above mentioned flats upon the terms & conditions hereinafter appearing;

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

1. The Promoters shall construct the said building as mentioned hereinabove in accordance with the plans, designs and specifications thereof sanctioned and approved by the Concerned Planning Authority (i.e., Kalyan-Dombivli Municipal Corporation) with such a variations and modifications as the promoters deem necessary and proper and as per the requirements and directions of the planning Authority or Body. Provided that the Promoters shall have to obtain prior consent of the Purchaser in respect of the said variations and modifications which may adversely affect that flat of the Purchasers. *(Yusuf Jee Gishre)* (10)

2. The Purchaser hereby agrees to purchase flat No. 304, having an approximate built-up area of 340 sq. ft. (built up area which includes all common areas) on the THIRD floor of 3 of the said building now under construction and shown in the floor plan thereof hereto annexed and



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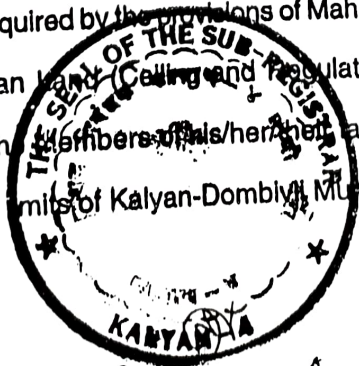
(Yusuf Jee Gishre)

21. The Promoters have offered for sale the various flats in the said proposed building that are now under construction to prospective buyers who are to be flat purchasers and the Purchaser/s on coming to know that the various flats under construction are offered for sale expressed his/her/their desire to purchase and/or acquire on ownership basis a Flat/Shop/Garage No. 304 on the THIRD floor in B Wing of the building which is to have a built up area 390'-00 sq.ft. (built up area which includes all common area) and the price any/or consideration of the said flat is agreed to be Rs. 288250/- (Rupees TWO LAKHS EIGHT EIGHT THOUSAND TWO HUNDRED FIFTY only) excluding the other charges and expenses mentioned in various other clauses of this Agreement;

22. Upon a request of the Purchaser, the Promoters have made a full and true disclosure of the nature of their title to the said land on which the proposed building is being constructed and have also given the purchaser inspection of the plans and specifications of the said proposed building;

23. The copies of Certificate of Title of the said land issued by Shri N.S. (Rajiv) Patkar, Advocate of the Promoters, copies of Property Card or extract of VII-XII or any other relevant documents showing the nature of the title of the the said land and the copies of the plans and specifications approved by Kalyan-Dombivli Municipal Corporation and any other documents which are required to be given under Rule 4 of the Maharashtra Ownership of Flats Act, 1963 have been annexed hereto;

24. Prior to making application for purchase of flats as aforesaid the Purchaser had made a declaration as required by the provisions of Maharashtra Co-operative Societies Act, 1960 or Urban Land (Ceiling and Regulation) Act, 1976 to the effect - neither he/she nor the members of his/her/his family own a tenement, house or building within the limits of Kalyan-Dombivli Municipal Corporation;



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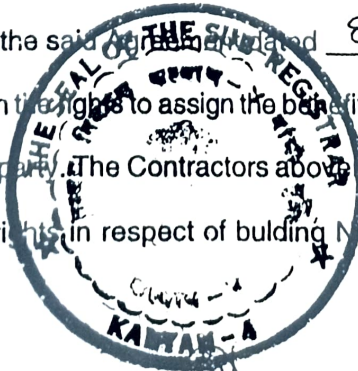
Gunnar Jee Gishu

11. By a Development Agreement in writing dated 27.2.2001 the said Happy Home Builders Pvt. Ltd. granted the right to develop 97000 Sq.ft. F.S.I. to Deshmukh Builders and Developers Pvt. Ltd., for the consideration and on the terms and conditions more particularly recorded in the said Development Agreement dt. 27.2.2001.

12. By virtue of the said Agreement dated 27.2.2001, Deshmukh Builders and Developers Pvt. Ltd. (hereinafter called the Company) is now inter, alia entitled to consume and develop the said F.S.I. of 4,12,000/- sq.ft. being part of the F.S.I. arising from the said entire properties.

13. The said company had entrusted the work of construction of the two building, being Nos. F₁ and F₂ those were to be built on the said properties in all respect including the labour work of internal Nerru Plasterng, Overhead Water Tank, Starcase Cabin, Water proofing of toiets, bath room and terrace, Under Groūd Tank, Pump Room and Pavement to Khimji Premji Patel and Lalji Dahya Patel (hereinafter referred to as 'the said Contractors').

14. The Company was liable to pay certain amount to the said Contractors towards the cost of construction of the said buildings F₁ and F₂. The said company and the said Contractors mutually agreed and accordingly the said Company granted the Development Rights in respect of building No. 19 in the said layout to the said Contractor in lieu of the amount of cost of construction of the buildings F₁ and F₂ payable to them. Accordingly Agreement for Grant of Development Rights in respect of the said building No. '19' dated 8.8.2002 was executed between the said Company on the one hand and the said Contractors or the other Under Clause '33' of the said Agreement dated 8-8-02, the said Contractors have been given the rights to assign the benefits of the said Agreement dated 8.8.2002 to any third party. The Contractors above named are thus, entitled to grant the development rights in respect of bulding No. 19, having a built-up



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8/8/02

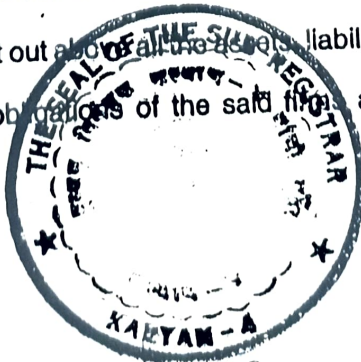
Gunnar Jee Gishre

situated in Residential Zone in the Development plan. Parts of the said properties are affected under the D.P. Roads, However, the owner is entitled to avail the benefit of FSI in respect thereof.

8. Happy Home Builders Pvt. Ltd., planned to construct various buildings on the said properties by consuming the entire FSI available in accordance with Kalyan-Dombivli Municipal Corporation Rules with a provision to consume the balance FSI and/or the future or addl. or balance FSI or any FSI available either by acquiring Transferable Development Rights (i.e., T.D.R.), or extra F.S.T. available by change of D.C. Rules or due to road widening or by any other means or ways or for any other reason whatsoever.

9. M/s. Deshmukh Enterprises a registered partnership Firm was carrying on business in Mumbai and pursuant to Deed of partnership dated 1st March, 1997, Happy Home Builders Pvt. Ltd., had been admitted as one of the partners. Happy Home Builders Pvt. Ltd., has brought into the said firm by way of its contribution in kind an area of 29275 Sq. Mtrs. (i.e., 3,15,000 Sq.ft. F.S.I.) from out of the said property viz., Survey No. 146/1 and S.No. 147/1 of Village Asde, Golavali, Taluka - Kalyan, Dist. Thane as mentioned in the said Deed of partnership. The said Partnership Firm has been converted into a Ltd. Company under the provisions of Chapter IX of the Companies Act. 1956 and the Registrar of Companies, Mumbai, Maharashtra, has issued a Certificate of Incorporation bearing No. 11-1108067 of 1997 dated 15th May, 1997 registering in the name of Deshmukh Builders and Developers Pvt. Ltd.

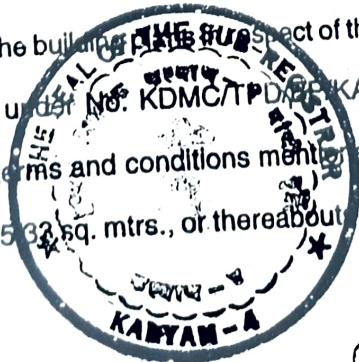
10. By reason of the reconstitution and registration the company under the Companies Act, 1956, as set out above, all the assets, liabilities and the contracts, agreements, contractual obligations of the said firm, and vested in the said Company.



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(M) *Gunnar Jee Gishre*

5. The said vallabhadas Gokuldas Ved made a declaraction dt. 2nd Dec. 1988. The said Vallabhadas Ved, Kantilal Thakker & Ketan Kantilal Thakker also made a declaraction dated 2nd Dec. 88 wherein it has been stated that the original Title Deeds in respect of the said properties have been misplaced and are not traceable. In the said Declaration, they have also stated that they have not encumbered or created and charge on the said properties.
6. Differences and disputes arose between Happy Home Builders Pvt. Ltd., and the said Vallabhadas Gokuldas Ved, Kantilal V. Thakker & another and a suit being Suit No. 4333 of 1994 was filed in the High Court of Judicature at Bombay against the said persons for specific performance of the Agreement and for other reliefs. The said suit was ultimately amicably settled and a consent decree was passed in favor of Happy Home Builders Pvt. Ltd., in pursuance of the Consent Terms dt. 22nd Nov., 1994. By virtue of the said Consent Decree, the Defendant under the said suit, viz. Vallabhadas Gokuldas Ved, Kantilal Vallabhadas Thakker and Ketan Kantilal Thakker agreed to carry out the provisions of the said Agreements dated 1st April, 1988 and 2nd December 1988 as modified under the said Consent order dated 22nd November, 1994.
7. The Government of Maharashtra by its Order dated 25th February 1994 permitted development of said properties u/s. 20 (new) of U.L.C.Act, 1976, however, subject to the terms and conditions mentioned therein, the Collector, Dist. Thane, granted permission under the provisions of Maharashtra L and Revenue Code, by his order dated 29th December, 1995 thereby converting the tenure of the said properties from agricultural to non-agrcultural, however, subject to the terms and conditions mentioned therein. The Municipal Corporation of Kalyan has sanctioned the building plan in respect of the construction of buildings on the said properties under No. KDMCT/TPD/1995/KALYAN-527.95 dated 30th October, 1995 on the terms and conditions mentioned therein. The area of the said properties is 62625.83 sq. mtrs., or thereabout, and the said properties are



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११/११

(20)
Gyanee Jee Gishu.

hereinafter called 'the purchaser' (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its sole Proprietor / Partners / Board of Directors or his / her heirs, executors and administrators and assigns, as the case may be) of the other part;

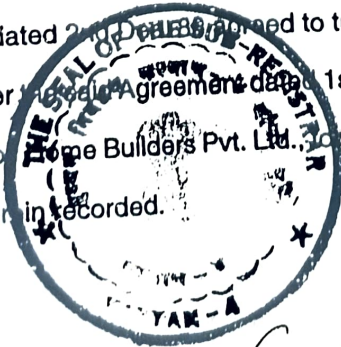
WHEREAS :-

1. During his life time one Gokuldas Jivraj Ved was seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land at Village - Asade, Golavali, Taluka - Kalyan, Dist. Thane, in the Registration Sub - District of Kalyan, bearing Survey No. 146/1 (Pt.) and 147/1 (Part), admeasuring 62625,33 sq. Mtrs. or thereabouts (hereinafter referred to as 'the said properties'). The said properties are particularly described in the First Schedule hereunder written.

2. The said Gokuldas Jivraj Ved died on 23rd Jan. 1953 leaving behind him his son Vallabhada as his only heir and representative under the provisions of Hindu Law by which he was governed at the time of his death and as such, the said Vallabhadas became entitled to the said properties.

3. By an Agreement dated 1st April, 1988 the said Vallabhadas Gokuldas Ved agreed to sell the said properties to Kantilal Vallabhadas Thakker and Ketan Kantilal Thakkar for consideration and on the terms and conditions mentioned therein.

4. In turn, the said Kantilal Vallabhadas Thakker and Ketan Kantilal Thakker by an Agreement dated 2nd April 1988 agreed to transfer all their beneficial right, title & interest under the said Agreement dated 1st April 88, in respect of the said properties to Happy Home Builders Pvt. Ltd. for consideration and on the terms and conditions therein recorded.



कलन - 8
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3/20

Gyanendra for Gishre.

IDBI Bank Ltd. Centre
Processing Unit Mumbai
East, Mumbai-400001
For IDBI BANK LTD
AUTHORISED SIGNATORY

भारत 2005
179902
MAY 02 2005
R-00052908-0000
INDIA

Ward No. 16/A
Flat Builtup Area 390'00
Carpet Area -
Market Value Rs. 268500/-
Actual Value Rs. 288250/-

AGREEMENT

FOR SALE

THIS AGREEMENT FOR SALE made and entered into at DOMBIVLI
on 7th MAY; 2005

BETWEEN

Ganna Jee Jishree

M/s. ANNAPURNA UNIVERSAL,

a partnership firm, registered under the Indian Partnership Act, 1932 having their
office at - A - 3, Anant Smruti, Near Tata Lane, Ram Nagar, Dombivli (East)

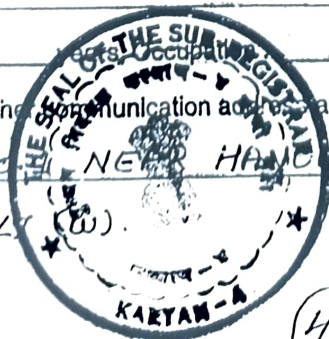
hereinafter called 'The Promoters' (which expression shall, unless it be repugnant
to the context or meaning thereof, mean and include all the partners for the time
being constituting the said firm, survivor or survivors of them and the heirs,
executors, administrators and assigns of the last surviving partner) of the One
Part;

AND

Shri / Smt. MUNNAJI YOGENDRA MISHRA ल न - ४

Age 31 Occupation SERVICE.

having its / his / her communication address at Room No. 3, ZIPA MAHTRE
CHAWL No. 3, NEAR HANUMAN MANDIR, KOPAR VILLA
DOMBIVLI (W).



Ganna Jee Jishree

117

952607
e14/107



Annapurna Park

On Survey No. 146 & 147, Hissa No. 1
at Village Azade, Golivli,
Tal. Kalyan, Dist. Thane



Builders & Developers :

M/s. ANNAPURNA UNIVERSAL

A/3, Anant Smriti, Tal. : no. Baramagar,
Dombivli (East) 421 201

BILL

OM ANNAPURNA PARK CO-OP. HSG. SOC. LTD.

(Regd. No. TNA/KLN/HSG/(TC)/16294/2004-05)

Inside Deshmukh Homes, Opp. Tata Power Octroi Naka, Kalyan Shill Road, Dombivli (E)

Bill No.

Date : 21 / 1 / 2024

For the month of

Flat No. 2024

Shri/Smt.

No	PARTICULARS	AMOUNT	
		Rs	P5
1	Municipal Taxes		
2	Maintenance Charges 2024	600	
3	Municipal Water Charges	120	
4	Common Electricity Charges		
5	Sinking Fund		
6	Interest on Arrears @ 15% p. a. / 21% p. a.		
7	Vehicle Parking Charges	200	
8	Insurance		
9	Non-Occupational Charges		
10	Miscellaneous Charges		
11	Others		
12			
	Total	920	
	Add/B.F. Balance Debit	1840	
	Net Amount Due		
	GRAND TOTAL	2760	

- Note : 1) Please pay Bill on or before 15th of every month, if not paid by due date, interest @21% will be charged on outstanding amount.
 2) Please issue crossed cheque only drawn in favor of " OM ANNAPURNA PARK Co-Op. Hsg. Soc. Ltd."
 3) Flat No. & Bill No. should be written on back of cheque.

Hon. Secretary / Treasurer