09/05/2005

कल्याण ४

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

दस्त क 1829/2005

कलन4

28/36

12:41:43 pm दस्त क्रमांक : 1829/2005

दरताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

रामनगर, डोबिवली पूर्व

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाव मे अन्नपुणी युनीव्हसेल तफे भागीदार मनिष परबत

वता घर/फ्लॅट नं ए 3, अनंत रमृती, टाटालाईन,

लिह्न देणार वय

सही

गल्ली/रस्ताः • ्मारतीचे नाव · ईमारत नं:

पेठ/वसाहतः -

ईमारतीचे नावः झिपा म्हात्रे चाळ

लिहून घेणार

48 - 42429



नावः मुन्नाजी योगेंद्र मिश्रा 2 पता: घर/फ़लॅट नं: 3 गल्ली/रस्ताः •

वय

ईमारत नं: -पेट/वसाहतः कोपर गांव शहर/गाव: डोंबिवली

Guna fe

तालुकाः -पिनः -

ऍन नम्बर: -

88D 13°5″x 8°6″ 390 ED 13 5 x 9 0" 390 Cx93 KOT 10'.D" x 7 0" 103 203 303 403 LV 16'0'x 9'0' 104 204 304 404 g to xe to UV S.D. x 16 U 204 | 202 | 202 | 402 25.62 05 205 305 403 UN F.D. x 16.0° 555 PASSAGE 4' WIDE LV 9.5° x 16'0° 01 301 201 101 106 306 206 106 9.6 x 16.0° 200 200 FLAT NO. 304 330,000 SHRIVEM. MUNNATI YOGENDRA ₹ 25.55 PASS. 3" WIDE 7.412°x10°0 BED 9.6" x 13 0° BED 9:6" x 13'0" ON FLOOR THIRD BUILT-UP AREA. PURCHASER BLDG. NO. 79 BED g 6"x 13".0" BED 9.5° x 13° 0° MISHRA V-SALM > MSS. 3 WIDE 412 x10 C 557.4 Ō WING 06| 206| 305| 406 g.6-x 16.0° 4.6 x 16 0° 101 201 301 560 560 1.7v 1.0° x 16.0° (vs[305]205|105 LV 9.0° × 16 0° 1· 102 302 202 102 SYSSYCE 4. MIDE 555 g.10-xg.10 404304 204 104 403 303 203 103 UV 16.0" x 9.0" UV 16.0" x 9 0" PASS. J. G. W DE NT ICD*x7°C KT 10 0*x 7.0* 3×4 26 Sx4 KIT FO'x9 T 13 6 x 9.0° 13.5 x 9.0° 390 390 क \aleph लन 104 दरत क्षेत्र No NY

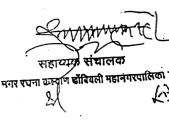
REVISED PLAN SHEET NO: 144 CONTENTS OF SHEET STAMP OF DATE OF RECEIPT OF PLAN GROUND FLOOR PLAN TYPICAL FLOOR PLAN SECTION & ELEVATION BUILT UP AREA LINE DIAGRAM & CALCULATION NOTES PLOT BOUNDRY SHOWN IN THICK BLACK. PROPOSED WORK SHOWN IN RED FILLED PROPOSED ROAD SHOWN IN BRICK BURNT SIENNA EXISTING STRUCTURE TO BE DEMOLISHED SHOWN IN YELLOW HATCH DRAINAGE WORK SHOWN IN RED DOTTED ALL EXTERNAL AND INTERNAL WALL ARE 0.15 MITHK, 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 दुरुस्ती दाखविल्या प्रमाणे व बाधकाम प्रारंभ

प्रमाण पत्र क्रं क्रेडे भूपि वार्षि वाष्ट्रिया होत्रि ५ ३३-११ ८

दिनांक ______ मध्ये घालून



दिलेल्या अटीप्रमाणे.





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N

१९१९) जामिनीत्या वा इभारतीच्या मालकी स्वलां से संवभाव लही-वाद कि मीज दाल्यास ट्योची संपुन जाबानविस भावता राहिल,ह्या अटावर हें संमितीयल दे जात है। यांधकाम चाल करण्यापूर्वी नगर भूमापन अधिकारी / भूगी अभिलेख खात्याकडून जाग्ची आखणी कल्न घेण्यात यावी १२५० ने ने ने निर्मार अधिकारी / भूगी अभिलेख खात्याकडून जाग्ची आखणी कल्न घेण्यात वावी १२५० ने ने ने निर्मार अधिकारी / भूगी अभिलेख खात्याकडून जाग्ची आखणी कल्न घेण्यात नि विनित् क्लो विकाशिश का का का का मिला भी बेंबरणास हरता होता करप्पापी जाता वारी में काशीत कार्यावें में काशीत कार्यावें में कार्यावें विवास कर्म के मार्थित कार्यावें विवास कर्म के कार्यावें कार्यावें के कार्यावें कार्यावें के कार्यावें के कार्यावें के कार्यावें कार्यावें के कार्यावें के कार्यावें के कार्यावें के कार्यावें के कार्यावें कार्यावें के कार्यावें के कार्यावें के कार्यावें के कार्यावें कार नवीन हमारतीस मंजूर नकाशे प्रमाणे सेप्टीक टॅंक पाहिजे व संडास भविष्य काळात जवळच्या मलनिस्सरण नलिकेस 98. प्रवरवर्धाने नगर अभियंता यांचे परवानगिने जोड़ णे आवश्यक राहिल. संप्टीक टॅंक विहीरी पासून कभीत कमी ५० फूट अंतरावर असणे आवश्यक आहे सांड्याण्याचे व पागोळ्याचे पाणी महानगरपालिकेच्या गटारांत स्वर्खचांने नगर अभियंता यांच्या पसंती प्रमाणे सोडाये ज़ागेल, सांड पाएयाच्या बाबतीत आरोग्य खारयाचे प्रमाणपत्र असल्या शिवाय वापर परवाना देण्यात वेणार नाही. मांधकामाचे मुटेरीयल रस्त्यावर टाकावयाचे झाल्यास महानगरपालिकच्या ग्रांधकाम खाल्याची परवानती झेणे आवश्यक राहील व त्या करिता नियमाप्रमाणे लागणारी रक्कम (व दंउ झाल्यास त्या रक्कमेराहीत) भरावी लागेल. ५) करंज पेकी प्रकृण वहा झाउं लावून त्यांची जोपालना केली पाहिजे तसेच सधा अस्तीत्यात असलेली झाउं एक तो उपयोग्वीं प्ररवानगी घेणे यंधनकारम आहे. ्रापार कराया. ११९१२ - नुकाशात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसांजी / वाणिज्य / श्रेक्षणिक / औद्योमिक उपयोग कराया. नुकारात दाखावल्याप्रमाण शाधकामाचा फक्त राहणसाठा / वाण्ज्य / शक्षमम्बन् / आवाममक उपयोग कराया. २०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरत्वी प्रमाण जागा गांधीत होत् असल्यास त्याची सर्वस्वी २०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरत्वी प्रमाण जागा गांधीत होत् असल्यास त्याची सर्वस्वी १०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरत्वी प्रमाण जागा गांधीत होत् असल्यास निकाल नार्याद्वी सर्वाची सर्वस्वी १०. नागरी जागेत्व किंवा जागेजवळून अतिदाय विद्युतवाहिनी जात असल्यास गांधकाम कर्ण्यापूर्वी संग्रंधीत खात्याकडून ना , 30. हरकत दांखला घेतला पाहिजे. जाया महामार्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास संबंधीत खात्याक इन बांधकाम करण्यापूर्वी ना हरकत दाखेला घेतला पाहिजे. २२४० मार्ग प्राप्त केंद्रिक की जार्ज के अपारमा गा ठरकत द्राध्यला धतला पाहिला कर्मा क्रिक्ट कर्मा है। है। जार क्रिक्ट कर्मा कर्मा कर्मा क्रिक्ट कर्मा कर्मा नि नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम महानगरपालिकच्या सोग्री प्रभाणे व प्राधान्यते प्रमाणे केले ज़ाईल व तसा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या भागीची जयायवारी सर्वस्वी आपली राहील. जागेत जुने भाडेकरू असल्यास त्यांच्या यायत योग्य ती य्ययस्था करायची जवायदारी मालकाची राहील व मालक - भाडेकुरू यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्थाचे निकारण मालकाने करणे आवश्यक राहील 28. व त्याबाबतीतं महानगरपालिका जबाबदारं राहणार नाही. सदर जागेतून पाण्याच्या नैसर्गीक निचरा होतं असल्यास तो इकडील परवानगी शिवाय वळवू अथवा र दक्त नये. 24. सद्र प्रकरणी चुकीची संपूर्ण माहिती दिली असल्यास सदर बांधकाम प्रवानगी रह करणेत येईल. ₹. सदर जागेत थिहीर असल्यास ती इकडील परवानगी शिवाय युजवू नये. 20. बांध्याम पूर्ण झाल्यावर पिण्याच्या पाण्याचे कनेक्शन मिळण्याकरिता महानगरपालिकेवर जवाबदारी राहणार नाही 26. किया पिण्याच्या पिण्यासाठी महानगरपालिका हमी घेणार नाही. सक्र जागेत गांधकाम क्रमण्यागायतमा पूर्वीचा परवाना असेल तर नी या व्यारे रह झाला असे सामजण्यात यावे 28. गद्यराचे व पावसाच्या पाण्याचा निचरा होणेकरिता महः । गरपालिकेचा गटारास जोड्णेसाठी पक्क्या स्वरूपाची गटारे 30. यांधावीत. यांधकानासाठी व पिण्याच्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी योअरवेलचे काम करावे लागेल नुरवें असमोरील एस्ता पक्क्या स्वरुपात तयार केल्याष्ट्रवेरीज वापर परवाना मिळणार नाही. यांवकाम परवामनी उड़े उपीरित (विकास आधिकार की चे जोरमावरील प्रदेशास्त्र पहाणाच्याचीत्रातीय हुद्दा रामारताकु र बोधकाम कराव TPWMMWWYL मित्रकार्वे प्राप्तिकार्यं क्षित्रकार्यं क्षित्र दरत क उप - आयुक्त, अनिधकृत गांधी कर निर्धारक व मंकलक

डोबिन्ही महानगरपालिका, कल्याण वाहीय बाराक रिंद जिनक क्रमांक / कडोमपा / नरिव / बाप डिजि पुउउ क्रिंद्रगण - डोंबियस्टी महानगरपास्त्रिका कार्यालय, कस्वाण भी ! पीमती- पालनपतास नोक्सपास सम्ये कु मु य सा बावरोद मोधी पदतर -हाराः-स्प्री आर सी मोडक, रचना क्रान्य, वास्तुशिक्यकार विषयः स. नं. / निमिन - १५६७ रेपी भ्रि. स. नं. १४७/१ पे की पुरिनेस न : रूटा भे की, १८। माजे जीउपर्ज संदर्भ : आपला दि. 2 (०३ / २०० ८ श्री. उनार सी. मोडक, रम्पमा ज्ञालप, डोविवलि एंडु वे वास्तु शिल्पकार यांचे मार्फत सादर केलेला अर्ज. टाईप 'डी !:-६भारत १ फ ८५ २१: स्टील्ट(४)१ (१४(४)) +-रोश्त भगाज (रहितासी) वाणिय) महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्ययेटाईप के!- इसादत १.३१ > ८ रहिवासी) वार्ष मि. स. नं - १४ हा १ वेसी, १४ का १ वेसी , जुला स. नं. यह ११ वेसी , जुला १ वेसी नाजे गायवागिमस्य, हर्रायुः उउ मध्य प्लॉट ने. चौ. मि. भूखंडाच्या विकास करावयास मुंगर्र प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वये र्याधकान करण्यासाठ -च्या अर्जास अनुसरतन पुर्वेल शर्तीस अधिन राड्न तुमच्या नालकीच्या जागेत हिरय्या रंगाने दुरूस्ती दाखविल्याप्रमाणे तळघर / स्टील्ट, तळमजला, पहिला मजला व दुसरा मजला, तिसरा मजला, चौथा मजला रहाणेसाठी दुकाने / अमेंकिस / क्वाच्याना / हॉश्चीटल / शाळेखाठी / गॅळ्ज वाडे मितीच्या इमारतीच्यः मुदत संपणे आधी करणे आवश्यक राहिल. अशा प्रकारचे नुतनीकरण फता तीन वर्ष करता येईत. वैच मुदतीत यांचकान पूर्ण करणे आयश्यक आहे. नुतनीकरण करतांना किया नयीन परवानगी घेताना स्यावेळी अस्तित्वात आलेल्या नियमांच्या य नियोजित विकास आराखड्याच्या अनुषंगाने छननी करण्यात येईल. - रंगाने केलेल्या दुरूस्त्या आपल्यायर बंधनकारक राहतील. मे जिल्हाधिकारी ठाणे, यांजकडून बांधकाम चालू करावयाचे अगोदर विनशेती परवाननी घेण्याची जबाबदारी तुमय्यायर राहिल य पिन शेतीच्या परवानगीची एक सत्य प्रत काम सुरू कराण्याचे पघरा (१५) दिवस अगोदर 3. मानिक १ रहिवासी शाकारताश्रभाषा महानगरपालिकेकडे पाठ विणे आवश्यक राहिल. यांचकाम चालू करण्यापूर्वी (७) दिवस आधी महापालिका कार्यालयास लंखी कळविण्यात याये. ही परवानगी आपल्या मालकाच्या कवजातील जमीनी व्यतीरीक जमोनीधर बांधकाम अगर विकास करण्यास हरू देत नाही. प्रे भेरी टा क भूजा क्या प्रिता क्रिक्स क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र क्षेत्र ٧. ч. यांधकाम या सोयतच्या मंजूर फेलेल्या नकाशा प्रमाणे आणि घालून दिलेळ्या अटीप्रमाणे करता येईल. जित्या पर्यंत् यांचकाम झाल्यानंतर वास्तु शिल्पकाराचे मंजूर नकाशा प्रमाणे बांधकाम केल्या बाबतचे प्रमाणपत्र महानगरपालिकेल सादर करण्यात याये व ध्या नंतरच जोत्यावरील यांचकाम करावे. सभी क्षान्तरा कि कुगर् किश्व का मिल्मा करावे. सभी क्षान्तरा कि कुगर् क्ल नुये. बांचकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढ्यून आल्यास सदरची यांचकाम परवानगी एट झाली असे समजण्यात येईल. इमारतीच्या गांधकामाच्या सुरक्षितेनी (पट्ट कचरल सेप्टी) जयायदारी सर्वस्वी आपल्या वास्तु शिल्पकार व स्थापत्य बांधकाम पूर्णतेच्या कार्ने व्यवस्थानमा क्लंद्र भाग इमारतीचा वापर करू नये त्यासाठी जागेवर ज्या प्रमाणे वांधकाम पूर्ण झार्ग धाह स्याचा नुसुका सास्त्र कियोजन स्थापत्य विशारद यांच्या विहीत नमुन्यातील दाखल्यात्तह (3 पतीत) इत ब्राह्मियक व गाइन्पेन्नासह साद्यु क्लं गात यावा. 90. 99. 104 दस्त के अरि

- Quality concealed plumbing.
- Loft over Bath, WC, Kitchen.
- Common T.V. Antenna point in Living room.
- 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 the law with Center Paint.



कलन-४ इस्त क्षात्रिट / १ १८ वट्टीकर

ANNEXURE 'A' AMENITIES & SPECIFICATION OF THE FLAT

Flat	No. 304 having Builtup / Carpet area of 390 - 00 sq. ft.				
on _	THIRD floor in wing 3 of the building known as				
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				
J.	auto arrangement from inside and peephole.				
4.	Spartex tiles flooring in living, bedroom & kitchen.				
5.	Batroom 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.				
	Cooking Blotform in With Green Rightle stone on top with steel				
8.	Cooking Platform in September 2				
	sink, colour glaze, mes wind will level and indirect water connection				
	from overhead water talit.				
	(क) दरत का भरत o Inc				
	ext no				

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 -	$O^{V_{j}}_{I_{j}}$
Shri MANISH P. PATEL)	(b)
	Discontinue
the Partner of M/s. Annapurna Universal, the	Pramoters
Promoters.	
herein, in the presence of - 1. marish mavadiya. Tawir. 1. marish mavadiya. Tawir.	
1. Marish Mavadiga. 1. Marish Mavadiga. 1. Marish Mavadiga. 2. V. N. Khandelwal 2/B, Parth Bldg. Pet colony Dombinuce. SIGNED, SEALED & DELIVERED	Parel
2. V. N. okhandelwal	
Dembiruces.)
SIGNED, SEALED & DELIVERED)
by the within named -	Con A Cont
Shri/Smt. MUNNAJI YOGIENDRA	(ACOUNG AS (ACOUNT)
MISHRA.	}
) Purchaser
the purchaser herein,	
in the presence of -)
in the presence of - 1. Marish Mavadiya. Paris? 1. Marish Mavadiya. Padaline, Dom (E).)
2. V. N. Kuandel wal	havial.
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Donbin . C.))
RECEIVED FROM the Purchaser the	
day and year abovementioned a	Rs. <u>11000/</u>
sum of)
(Rupees <u>ELEVEN</u> THOUSAND) We say received)
ONLY.	
only) as earnest money by Cash / Cheque	
222215 de 18/4/05	of of the second
drawn on STATE BANK OF INDIA.	$\mathcal{O}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}_{\mathcal{O}}}}}$
THE STA)
DOMBINLY COMMINICA	Promoters
W. A. S.	कलन-४
	ट्या क ००० ।

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.

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कलन - ४ दस्तक १८८/०५ ०१/२४ 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 HANDMAN.
MANDIR, KOPAR VILLAGE, DOMBIYLI (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. (Praposed) and the same shall not be changed without the written permission of the Promoter.

26. The present Agrement 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 the eto.

LAND BELONGING TO SHRI. VALLATOHADI

GIOKULDAN VED

क ल स - ४ दरत क्र.भ्र२८ /०५ ×४/२४

- 25. The Purchasers has seen the site of the building and the work of construction of the sald 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 Peomoters 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 Pramoters shall construct the said building as mentioned hereinabove in accordance with the plans, designs and specifications thereof sanctioned and approved by the Concarned 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 Aughority 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.

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2. The Purchaser hereby agrees to purchaser flat No. 304, having an approximate built-up area of 3000 sq. t. built-up area which includes all common areas) on the THI to door one 3 when of the said building now under construction and shown on the floor plan the read hereto annexed and areas and areas to purchaser flat No. 304, having an approximate built-up area of 3000 sq. t. built-up area which includes all common areas) on the THI to door plan the read hereto annexed and areas are the said building now under construction and shown on the floor plan the read hereto.

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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 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
DRED 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;

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- 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 purchase of Maharashtra Co-operative Societies Act, 1960 or Urban Calling and Resulation) Act, 1976 to the effect neither he/she nor the theffibers of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation) Act, 1976 to the effect neither he/she nor the theffibers of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation) Act, 1976 to the effect neither he/she nor the theffibers of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation) Act, 1976 to the effect neither he/she nor the theffibers of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation as required by the purchase of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation as required by the purchase of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation as required by the purchase of Maharashtra Co-operative societies Act, 1960 or Urban Calling and Resulation as required by the purchase of Maharashtra Co-operative societies and Resulation as required by the purchase of Maharashtra Co-operative societies and Resulation as required by the purchase of Maharashtra Co-operative societies and Resulation as required by the purchase of Maharashtra Co-operative societies and Resulation as required by the purchase of Maharashtra Co-operative societies and Resulation as required by the purchase of Maharashtra Co-operative societies and Resulation as required by the purchase societie

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- 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., E.S.L.to Deshmukh Bullders 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 toilets, bath room and terrace, Under Ground 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 the said Contractors have been given the rights to assign the building No. 19, having a quilt pp-to grant the development rights in respect of building No. 19, having a quilt pp-

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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 Mumbal 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 Incorporatino 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 Comanies Act, 1956, as set out above all the liabilities and the contractrs, agreements, contractual ob craiges of the said film, and vested in the said Company.

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- 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 declaration 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 ericumbered 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.
 - 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-agricultural, however, subject to the terms and conditions mentioned therein. The Municipal Corporation of Kalyan has sanctioned the building part of the construction of buildings on the said properties under No. KDMC/TPD/C KALYAN-527.95 dated 30th October, 1995 on the terms and conditions mentioned therein. The area of the said properties is 62625 32 Eq. mtrs., or thereabout, and the said properties are

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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 helrs, 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 Registriaction 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 2 Consideration and the terms and conditions there in tecorded.

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For IDBI BANK LTD

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AUTHORISMS SIGNATORY



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 <u>BomBIVLI</u> on <u>7th mey</u>; 2005

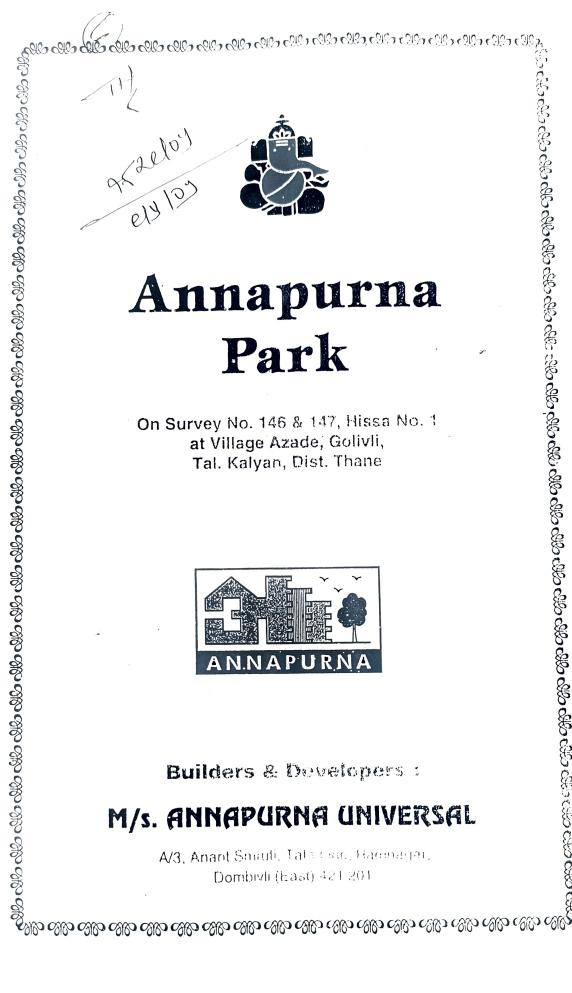
BETWEEN (young for (1) shr ()

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.	MUNNAS	I YOGH	YOGENDRA MIS		<i>भर</i> क्र. ल न - ४	
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BILL

BIII No.

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

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

Date: 4 /

1202

Inside Deshmukh Homes, Opp. Tata Power Octroi Naka, Kelyan Shill Road, Dombivali (E)

Fo	or the month of Flat	No. 25 - 201	
Sh	nri/Smt.		
No	PARTICULARS	AMOUNT Rs Ps	JNT Ps
4	Municipal Taxes	The state of the s	e consumer
2.	Maintenance Charges (4) 202 4	600	
3.	Municipal Water Charges	120	111000
4	Common Electricity Charges	and per commence of the commen	i e e e e e
5.	Sinking Fund	eron distanti di maderimo cali un in unti auro regio radigistico del inguesto menenciazi. La disse untaggiore	project.
6	Interest on Arrears @ 15% p. a. / 21% p. a		
7	Vehicle Parking Charges	200 .	patrice
8.	Insurance		
9.	Non-Occupational Charges		(Principal
10.	Miscellaneous Charges		an call
1	Others		-
2			-
	Total	920	Nicol
1	Add/B.F. Balance Debit	1840	Tonico
	Net Amount Due		in.
	GRAND TOTAL	Q 2760	inge-co-ty

- te: 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.
 - 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.