

Dated this

Day of

199

Between



# SONAM BUILDERS

HEAD OFFICE/  
A/304, AKASH GANGA BUILDING,  
DEVCHAND NAGAR ROAD,  
BHAYANDAR (WEST)  
DIST. THANE-401 101 ☎ : 819 2019

AND

Shri/Smt/Kum/M/s \_\_\_\_\_

Address \_\_\_\_\_

(Purchaser)

Agreement for Sale of

Flat No.: \_\_\_\_\_ On \_\_\_\_\_ Floor

Shop No.: \_\_\_\_\_ On \_\_\_\_\_ Floor

In \_\_\_\_\_ Bldg \_\_\_\_\_ Wing

In

## Geeta Nagar

Mira Road (East)  
Near Bhayandar Petrol Pump, Dist. Thane

Printed. By : **SURANA ART PRINTERS**  
Near Jain Temple, Devchand Nagar, Bhayandar (W), ☎ : 819 5446

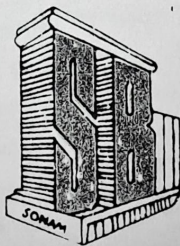
# Geeta Nagar

Pending form

Handwritten notes and scribbles

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Handwritten notes in a circle



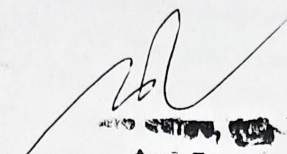
**SONAM BUILDERS**

**BOOKING OFFICE**  
**6, KIRTI INDUSTRIAL ESTATE, GROUND FLOOR,**  
**OPP. RLY. STATION, BHAYANDAR (EAST),**  
**DIST. THANE-401 105.**

☎ : 819 2098





  
 २९/७/२००३  
 S.K. Singh

As per Agreement: 276575/-  
 Super Market 293250/-  
 S.K. Singh

Ward No. J  
 1) Special  
 Ward Adh. Stamps Rs. } 4240/-  
 2) General Stamps Rs. }  
 (Total) 4240

Municipal Council 1/2 %  
 Stamp Duty Rs. 1470  
 one thousand four hundred  
 & seventy only  
 in S. B. I. Thane  
 vide challan No. 100/-  
 29/7/2003

**इस्यम निबंधक ठाणे क.**

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made and entered into at Bhayandar on  
 this 25<sup>th</sup> day of May in the Christian Year Thousand Nine  
 Hundred Ninety Four B E T W E E N M/s. SONAM BUILDERS, a  
 partnership firm, having their office at 3, Akash Ganga, Near Jain  
 Mandir, Bhayadar (West) Thane-401 101. hereinafter called 'the  
 BUILDERS' (which expression shall, unless it be repugnant to the  
 context or meaning thereof be deemed to include the partners for  
 the time being of the said firm, their survivors or the last survivor of  
 them and their respective heirs, executors, administrators and assigns  
 of the deceased partners) of the FIRST PART.

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WHEREAS originally Mr. Luzar Kaitan Sole/ alias Rozano D'Souza, was absolutely seized and possessed of land bearing Old Survey No. 540, New Survey No. 38, Hissa No. 7, admeasuring 4329.6 sq. yards, i.e. equivalent to 3620 sq. meters, Old Survey No. 542, New Survey No. 43, Hissa No. 1, admeasuring 2057 yards, i.e. equivalent to 1720 sq. meters, Old Survey No. 550, New Survey No. 34, Hissa No. 4, admeasuring 14,053 sq. yards, i.e. equivalent to 11,750 sq. meters, Old Survey No. 543, New Survey No. 42, Hissa No. 4 (Part), admeasuring 1339.5 sq. yards, i.e. equivalent to 1120 sq. meters and Old Survey No. 543, New Survey No. 42, Hissa No. 1, admeasuring 2117 sq. yards, i.e. equivalent to 1770 sq. meters or thereabout, situate, lying and being at Village Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as the 'SAID PROPERTIES')

AND WHEREAS by an order No. ULC/TA/Bhayandar/SR/136 dated 28/1/1993 passed by the Deputy Collector and Competent Authority Thane Urban Agglomeration, Thane, an area admeasuring 2500 sq. meters comprising land bearing Old Survey No. 550, New Survey No. 34, Hissa No. 4 of Village Bhayandar, Taluka and District Thane has been declared as retainable share of the said Mr. Luzar Kaitan D'Souza and an area admeasuring 32,672 sq. meters, comprising land bearing Old Survey No. 543, New Survey No. 43, Hissa No. 1, Old Survey No. 543, New Survey No. 42, Hissa No. 1, Old Survey No. 542, New Survey No. 42, Hissa No. 4 (Part), Old Survey No. 549, New Survey No. 38, Hissa No. 7, Old Survey No. 550, New Survey No. 34, Hissa No. 4 of Village Bhayandar, Taluka and District Thane has been declared as the surplus vacant land.

AND WHEREAS by and order No. ULC/TA/WSH/20/210/SR-492 dated 25/2/93 the Add. Collector and Competent Authority (Urban Land Ceiling) Thane Urban Agglomeration and Ex-office under secretary to the Govt. in Housing and Special Asst. Department Inter-alla sanctioned the development scheme under section 20 of the Urban Land (Ceiling and Regulation) Act 1976 and permitted the owners of

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the said properties described in the First Schedule hereunder written to develop the said property by constructing building or buildings thereon as per the terms and conditions stipulated in the said order.

AND WHEREAS Miro Bhayandar Municipal Council by its letter No. Construction/NR/5355/1434/93-94 dated 12/5/1993 granted the permission for the constructions of the building or buildings thereon as per the approved building/s plan.

AND WHEREAS by an order No. TD/III/TNC/SR/1192 dated 24/5/1993, the Sub-Divisional Officer, Thane was pleased to grant permission under section 43 read with rule 25-A(1) (c) of the Bombay Tenancy and Agricultural Land Act 1948 in respect of the said properties.

AND WHEREAS by an order No. Revenue/Dex/1/T/7/NAP/SR/118-19 dated 14/7/1993, the Collector of Thane is pleased to grant permission under section 44 of the Maharashtra Land Revenue Code 1966 for use of the said properties for non-agricultural purpose subject to the terms and conditions stipulated under the said order.

AND WHEREAS by an Agreement dated 15th July 1993, the said Mr. Luzar Soze alias Rozario D'Souza agreed to assign all his rights, titles and interest in the said properties together with all the above permissions and orders granted by the authorities concerned to one M/s. Manglam Developers at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance of the said Agreement dated 15th July 1993, the said Mr. Luzar Kaitan Soze alias Rozario D'Souza has executed an Irrevocable General Power of Attorney Dated 15/7/1993 in favour of partners of the said M/s. Manglam Developers conferring upon them several powers inter-alia power to grant the development rights in respect of the said property to any other person or persons of their choice including power to substitute any other person or persons as the attorneys in place and stead of them.

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AND WHEREAS by a Development Agreement dated 9th September 1993, the said M/s. Manglam Developers in its turn granted all the right, title and interest in the said property together with all the benefits of permissions and orders granted by the authorities concerned to the Builders herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance of the said Development Agreement dated 9th September, 1993, the said M/s. Manglam Developers executed an Irrevocable General Power of Attorney in favour of the partners of the Builders herein thereby conferring upon them several powers inter-alia power to construct the building or buildings on the said properties described in the First Schedule hereunder written and to sell the premises therein to the intending purchasers thereof.

AND WHEREAS the said Agreement and Power of Attorney executed by and between the parties hereto are valid, legal, subsisting and same are in full force and effect.

AND WHEREAS as per the said permissions and orders granted by the authorities concerned and as a result of the Development Agreement dated 9th day of September 1993, the Builders herein are entitled and enjoined upon to construct buildings on the said properties in accordance with the said orders and permissions granted by the said concerned authorities.

AND WHEREAS the Builders have proposed to construct on the said properties more particularly described in the First Schedule hereunder written a new multi-storied building known as Geeta Nagar II (hereinafter referred to as the said building).

AND WHEREAS by virtue of the said Development Agreement dated 9th September 1993 and Irrevocable General Power of Attorney, the Builders alone have the sole and exclusive right to sell the flats/shops in the buildings to be constructed by the Builders on the said properties and to enter into agreement/s with the Pruchaser/s of the



flats and shops and to receive the sale price in respect thereof.

AND WHEREAS the Flat/Shop Purchaser demanded from the Builders and the Builders have given inspection to the Flat/ Shop Purchaser of all the documents of title relating to the said properties, the said orders and permission granted by the authorities concerned, the Agreement dated 15th July 1993 and 9th September 1993 executed by and between the parties thereto, irrevocable General Power of Attorney dated 15/7/1993 executed by the original owners of the said properties in favour of partners of M/s. Manglam Builders and Irrevocable General Power of Attorney dated 9th September 1993 executed by M/s. Manglam Builders in favour of partners of the Builders herein, Approved building plans, designs and specifications, and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer) Act 1963 (hereinafter referred to as the said Act') and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the Builders copies of Village Forms VI or VII and XII or any other relevant revenue record showing the nature of title of the Builder to the said properties described in the First Schedule hereunder written and copies of the said plans approved by the concerned authorities have been annexed hereto and marked Annexure 'A' 'B' and 'C' respectively.

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

AND WHEREAS the Flat/Shop Purchaser applies, to the Builder for allotment to the Purchaser Flat/Shop No. 12/302 admeasuring 575 sq. feet (Super Built up/Built up/Carpet) on the 3rd floor of the building known as peetha nagar to be constructed by the builders on the Properties described in the First Schedule hereunder written and declare that neither the said Flat/Shop

Purchaser nor the members of the Flat/Shop Purchasers family own a tenement or a house or building within the limit of Mira-Bhayandar Municipal Council and agreed that the Flat/Shop Purchaser shall not resell or transfer the said Flat/Shop for a period of \_\_\_\_\_ years from the completion of the said Flat/Shop.

AND WHEREAS relying upon the said application, declaration and agreement, the Builders agreed to sell to the Flat/Shop Purchaser a Flat/Shop at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said Act the Builders is required to executed a written agreement for Sale of the said Flat/Shop Purchaser being in fact these presents and also to register said agreement under the registration Act.

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

1. The Builder shall construct the said, building known as Geetanjali T on the said land in accordance with the plans, designs, specifications approved by the Local Authority which have been seen and approved by the Purchaser with only such variations and modifications as the Builders may consider necessary as may be required by the concerned local authority which the Purchaser hereby gives consent.
2. The Purchaser hereby agrees to purchase and the Builder hereby agrees to sell flat/~~shop~~ No. K/302 of Carpet/Built-up/Super Built-up area admeasuring 575 sq. ft. on the 3rd floor, in the building known as Geetanjali T and more particularly described in the Second Schedule hereunder written. (hereinafter called 'the said premises').

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3. The Purchaser shall pay to the Builders a sum of Rs. 276575/- (Rupees Two lakh Seventy six thousand only) as the purchase price in respect of the said premises apart from the other payment to the Builders. The Purchase price shall be paid by the Purchaser to the Builders in the following manner.

- a) Rs. 41486/- As Earnest Money on or before the execution of an Agreement.
- b) Rs. 41486/- On completion of PLINTH work or on or before \_\_\_\_\_ day of \_\_\_\_\_ 1993, whichever is earlier
- c) Rs. 27657/- On completion of R.C.C. frame work of the FIRST SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 1994, whichever is earlier.
- d) Rs. 27657/- On completion of R.C.C frame work of the SECOND SLAB or on or before the \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier
- e) Rs. 27657/- On completion of R.C.C. frame of the THIRD SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier.
- f) Rs. 27657/- On completion of R.C.C. frame work of the FOURTH SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_ whichever is earlier..
- g) Rs. 27657/- On completion of R.C.C. frame work



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of the FIFTH SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier.

h) Rs. f/-

on completion of R.C.C. frame work of the SIXTH SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier.

i) Rs. f/-

On completion of R.C.C. frame work of the SEVENTH SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier.

j) Rs. f/-

On completion of R.C.C frame work of the EIGHT SLAB or on or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier.

k) Rs. 22126/-

On completion of Brick Work or before \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_\_\_, whichever is earlier. *External Wall*

kn) 16594/-

on the completion of *Internal*

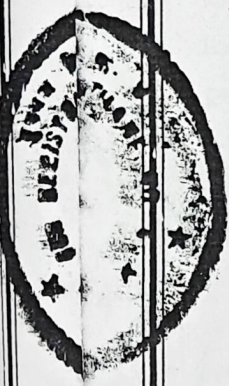
l) Rs. 14598/-

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

m) Rs. 2000/-

On giving POSSESSION of the said premises

4. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalment of the purchase price shall be essence of the contract. In the event of the Purchaser making any default in payment of any of the instalments of the





purchaser price, the Builders will be entitled to terminate this Agreement and in that event to refund to the Purchase all the moneys paid by the Purchaser as purchase price hereunder without any interest after the said premises is sold to any other party as the Builders may determine and after the Builders shall have received the payment from the new purchaser of such premises, and the Builders shall also be entitled to deduct outgoing in respect of the said premises and the loss or damages, if any, sustained by the Builders and in the event of defaults the Purchasers will have no right whatsoever on such premises.

5. Without, prejudice to the above and the Builders other rights under this agreement and/or in law the Purchaser shall be liable to pay to the Builders interest at the rate of 24% per annum. on all amount due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. The Builders agree to give possession of the said premises to the Purchaser on or about the 30th day of June 1996 subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as Earthquake, Flood or any other natural calamities and act of enemy or other cause beyond the control of the Builders. If However, the Builders are not able to give possession of the said premises to the Purchaser owing to unvoidable circumstances, the Purchaser shall not be entitled to any damage whatsoever he/she shall be entitled to receive back the money paid by him/her to the Builders towards the price of the said premises without interest thereon.

7. Any additions and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser, if agreed by the Builders, shall be carried out at the risk and extra cost of the Purchaser which shall be paid in advance by the Purchaser before the work is commenced by the Builders.

8. Nothing contained in this Agreement, shall be constructed so as to confer the Purchaser any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof the said premises such conferment shall taken place only on execution of conveyance in favour of such co-operative society which shall be formed by Purchasers of different premises in the said building.
9. The Purchaser shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her. All open spaces, lobbies, lifts, terrace etc. will remain the property of the Builders until the whole building is transferred to the Co-operative Society as hereinafter mentioned but subject to the rights of the Builders as hereinafter stated.
10. IT IS EXPRESSLY AGREED that the Builders shall be entitled to sell and the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or any other use as may be permitted by the local authority in that behalf and the purchaser or his/her/ assignee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.
11. The Purchaser has informed the Builders that he/she/ desire to use the said premises for residential/business purpose and/or any other purposes or user as may be permitted by the Builders and the Local Authority from time to time. However, the Purchaser shall not change the use of the premises without prior written permission of the Builders.
12. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belongs to the Builders and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper. In the event of the Builders obtaining permission from the local authority for constructing

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any type of premises on the terrace, or the open spaces then the Builders shall be entitled to dispose off such premises constructing by them on the terrace with or without the terrace to such person and on such terms as the Builders may deem fit. The Builders shall be entitled in that event to allow the entire terrace and the terrace shall then be in exclusive possession of the Purchaser of such premises constructed on the terrace. The society that may be formed by the Purchasers of premises in the said building shall admit the Purchaser of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such Purchaser the premises that may have been constructed on the terrace alongwith the terrace. In the event of any water storage tank for the building being constructed on the terrace then the society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during such time as may be mutually agreed upon by the Purchaser of the premises on the terrace and the society.

13. The Builders have informed the Purchaser that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines, sewage treatment plant and other common amenities in property described in the schedule hereunder written. The Builders have further informed that all the charges of the aforesaid amenities will be common and the Purchaser alongwith other Purchasers in the building shall share such charges in respect thereof as also maintenance charges proportionately. None of the purchasers shall be entitled to object to the Builders laying such pipelines, underground electrical and telephone cables, water lines, drainage lines, sewage lines etc. passing through any of the properties belonging to the Builders. The Builders also reserve the right of forming common federation or an Apex Co-operative Housing Society or a Committee which may be allowed under the law for the time being in force of all the

societies for maintaining aforesaid common facilities such as underground electrical and telephone cables, water lines, internal roads, central recreation spaces, drainage lines, sewage lines, sewage treatment plant and all other common amenities in the scheme passing through any of the properties belonging to the builders including property described in the first schedule hereunder written.

14. The Builders shall have a right until the execution of the Conveyance in favour of the proposed society to make additions or alteration or put up additional structures and storeys on the said building which shall be the property of the Builders and the Builders will be entitled to dispose off the same in such manner as they deem fit and the purchaser shall have no objection against the same, if any additional F.S.I. is available to the Builders before the execution of the conveyance in favour of the proposed society, the Builders shall be entitled to utilise the same and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I. irrespective of the fact that the premises and/or the management of the said building has been over to or taken over by such co-operative society or adhoc committee or any other body of such purchaser.
  
15. IT IS HEREBY EXPRESSLY AND AGREED AND PROVIDED THAT so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser in respect of the said premises agreed to be purchased by the purchasers, the Builders shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said plot of land more particularly described in the First Schedule hereunder written and/or in building to be constructed by the Builders or any part thereof in accordance with the provisions of law for the time being in force.

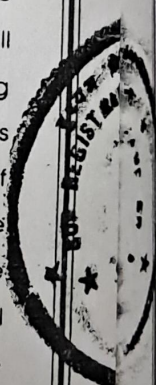


16. IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES hereto that the Builders shall be entitled to borrow construction loan from any person or partly including financial institutions and for the purpose to mortgage the said land and/or the entire constructing work put up thereon or any part thereof and such mortgage created by the Builders for obtaining construction loan shall have a priority over the right or charge in favour of the purchaser for the payment made by the purchaser hereunder.

17. As soon as the Building is notified by the Builders as completed such of the Purchasers of the premises (including the Purchaser herein) shall pay the respective arrears of the price payable by them within 7 days of such notice served individually or to be put in any prominent place in the said building. If the Purchaser fails to pay the arrears inspite of the notice served as aforesaid, the Builders will be entitled to terminate this agreement with the Purchaser and to refund to such purchaser all the instalments of the purchase price paid by such purchaser till then, but without interest thereon and after deducting therefrom the outgoing and dues in respect of the premises agreed to be purchased by him/her from the date of completion of the building until the builders shall have disposed off such premises. The money becoming refundable to the purchaser shall be refunded only after the builders shall have sold and/or disposed off and received the entire consideration price of the premises in respect of which the agreement shall have been rescinded under this clause.

18. The Builders shall in respect of any amount remaining unpaid by the purchaser under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be purchased by the purchasers.

19. The Builders shall execute or cause the owners in execute in favour of the co-operative society to be formed by the



Purchasers of the premises in the said building a conveyance, respect of the first schedule hereunder written. If the Builders shall have created any encumbrances on the said place of land and/or the construction work thereon for obtaining construction loan in favour of any party or financial institution at or before the execution of the conveyance as aforesaid the builders shall satisfy such mortgage or charge.

20. The Purchaser shall maintain at his/her own costs the said premises agreed to be purchased by him/her in the same good condition, stage and order in which it is delivered to him/her, and shall abide by all orders, bye-law, rules, and regulation of the Government, and any other authorities and the Local Authority, and shall attend to answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this Agreement.
21. The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders are not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.
22. The Purchaser hereby covenants with the Builders to pay amounts required to be paid by the purchaser under this agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders indemnified against the said payment and observance and performance of the said covenants and conditions.
23. The Purchaser hereby agrees and undertakes that the purchaser shall become a member of the co-operative society in the manner hereinafter appearing AND ALSO from time to



time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such society including the bye-laws of the proposed society. No objection shall be raised to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The purchaser shall be bound from time to time to sign, all papers and documents and do all other things as may be required from time to time for safe guarding the interest of the Builders and other Purchasers of flat in the said buildings. Failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

24. The Purchaser hereby agree that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the State Government or any amount becoming payable by way of betterment charge or development charge or any other payment of a similar nature in respect of the said land described in the first schedule hereunder written and/or the structure or structures to be constructed thereon, the same shall be reimbursed by the Purchaser to the Builders in the proportion in which the area of the said premises shall bear to the total area of the premises in the said building and/or in all other structures in the said land as the case may be. determination of such proportionate charges by the Builders shall be final.

25.a) The Purchaser hereby further agrees and bind himself/herself to pay from the date of the delivery of the said premises, his/her proportionate shares that may be determined by the Builders from time to time as outgoings in respect of the property including the Insurance, all taxes, water charges, common lights, lift charges, sweepers charges, water charges, watchman and security service, sanitations, additions and alternations, paintings colours washing etc. and all other expenses incidental to the management of the

property. Such payment shall be made by the Purchaser on or before 5th day of each and every calendar month in advance whether demand thereof is made or not. It is also made it clear by the Builders that till the water supply is being made by the Municipal Council, it shall be the sole responsibility of the Purchaser to make necessary arrangement for water supply at his/her own cost and expenses.

b) The Purchaser shall pay his/her proportionate share of the aforesaid taxes, charges and outgoing to the Builders until the adhoc committee constituted by the Purchasers of the Flat/Shops in the said building has been formed and the management of the said building and the common amenities has been handed over to such adhoc committee or the co-operative society by the Builders.

c) Until all the taxes and water charges are fixed and separately assessed the exact amount of outgoings is worked out for such other premises the Purchasers shall regularly pay to the Builders the amount assumed by the Builders for the outgoings. If the amount so recovered by the Builders is more than the actual outgoings worked out for premises purchased by the Purchaser, the amountists of the Lawyers of the Builders of this Agreement and the conveyance to be executed in favour of the society of the purchasers and all other miscellaneous expenses to be incurred by the Builders. the Builders shall not be liable to render any accounts for the aforesaid expenses.

27. The Purchasers shall prior taking the possession of the premises, pay to the Builders, a sum of Rs. \_\_\_\_\_/- which will be held by the Builders as deposited and the Builders shall be entitled to utilise the moneys from such deposits towards payment of Taxes, and other outgoing and other expenses incurred by the Builders on behalf of the Purchaser or the Society or the Purchasers under terms of this Agreement.



assign, underlet or part with his/her interest or benefit under this agreement or any part thereof or in the said premises until the execution of the conveyance in favour of such co-operative Society and till the Purchaser shall have paid to the Builders all moneys payable to Builders under this Agreement or otherwise. The co-operative society so formed shall have no right to recognise any transfer without the prior written permission of the Builders and shall submit to the Builders a statement of the existing members at the end of every month till the time in the conveyance has been executed in favour of the society as stated herein.

29. The Purchaser shall permit the Builders and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her premises or any part thereof for the purpose of repairing any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or servicing to be used for the said building and also for the purpose of laying down, maintenance, repairing and testing drainages, as and welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the purchaser or the occupier of such of other premises, as the case may be, shall have committed default of paying his/her share of the water tax and/or other outgoings and the electric charges and all other outgoings.

30. The Purchaser shall not at any time demolish the said premises or cause to be done any additions said premises or any part thereof. The Purchaser shall keep the premises, walls partition walls, sewers, drainings, pipes and appurtenances thereto in good and tenantable repair condition and in particular so the building other than his/her premises. The Purchaser shall not close or cause to be close the verandah or lounges or balconies or make or cause to be made any alterations in the

elevations and outside colour actions or scheme of the premises to be acquired by him/her.

31. After the possession of the premises is handed over to the purchaser if any additions or alteration in or about to relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the Purchasers of premises in the he said building at his/her own costs and the Builders shall not be in any way or manner liable or responsible for the same.
32. The Purchaser shall insure and keep insure the said premises against loss or damage by fire or any other calamities for the full value thereof.
33. The Purchaser shall not do or permit to be done act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building.
34. After the building is complete and ready and fit for occupation and after the Society as aforesaid is registered and only after all the premises in the said building have been sold or disposed off by the Builders and only after Builders have received all dues payable or otherwise with various purchasers of premises, the Builders shall execute a Conveyance in favour of the said Society.
35. In the event of the society being formed and registered before the sale and disposal by the Builders of all the premises in the said building, the power and the authority of the society so formed or of the purchaser here in and other purchaser of the premises shall be subject to the overall power of the Builders in



any of the matters concerning the buildings the construction and completion thereof and all amenities pertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchases of the different premises have formed a Co-operative Society, adhoc committee or any other body.

36. The Purchaser agrees with the Builders that the Co-operative Society that may be formed by the Purchasers of the flats/shops in the said building, if possible, shall become the members of the intended Apex Co-operative society or the Federation is not possible to be formed under the law for the time being in force each of the society in the said scheme shall nominate two persons to represent such society and a committee shall be formed. Such committee which is formed by the representative of each of the societies in the scheme shall be in charge of the maintenance of internal access roads, common recreation space, sewage treatment plant and all other common amenities in the scheme and such co-operative society, Federation or committee also towards the costs, charges and expenses in maintaining and reconstruction the internal access road and open recreation space and all the common amenities as needed from time to time. The Purchaser hereby consents to such co-operative society or Federation Committee to be formed by the purchaser of the flats/shop in the said building and to become a member of such co-operative society or Federation of Committee and to pay from time to time such amounts that may be payable to such body. The Purchaser further agrees and undertake to contribute his/her proportionate share as may from time to time.
37. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving time to the Purchasers for any reason whatsoever shall not be considered

as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the remedies of the Builders.

38. The letters, receipts and/or notices issued by the Builders despatched under certificate of posting to the address known to them of the purchaser or paste on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the Builders.
39. If the purchaser neglects, omits or fails to pay for any reason whatsoever, to the Builders any part of the amount due and payable to the Builders under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the purchaser shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builders shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Builders re-entry on the said premises as aforesaid all the right, title and interest of the purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection (of the Purchaser) as a trespasser.
40. The Builders shall in that event refund the moneys without interest paid as purchaser price by the Purchaser only after disposing off the premises to any other party. The Builders shall be entitled to deduct from the purchase price becoming refundable to the Purchaser under this clause the loss or damage suffered by the Builders and/or other purchasers of premises on account of the Purchaser committing breach of any of the terms and condition herein.



41. The name of the Society shall be determined by the Builders and the Purchaser shall not be entitled to change such name in future at any time.
42. It is hereby expressly agreed by and between the parties hereto that the Builders shall be entitled hereto that the Builders shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the Purchasers all the amounts of deposits paid by the Builders to the various authorities which are non-refundable on account of the said Building.
43. The registration of this Agreement is compulsory and mandatory under the India Registration Act, and as also the Maharashtra Ownership Flat Act, 1963 within 3 months from the date of execution hereof, failing which attracts heavy penalty. The Purchaser shall at his/her cost lodge this Agreement within 3 months from the date of hereof for registration with sub-registrar of Thane and forthwith inform the Builders, the serial number and the date under which the same is lodged to enable them to admit the execution of the same. The Purchaser shall pay stamp duty of registration fee and other incidental expenses for registration of this agreement.
44. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. at his/her address specified below.

Mr Sargj Kumar Singh.  
B/302 Mahesh Darshan, Mittha  
gar Road, Kanderpada Dahisar (W)  
Bombay. 400068

S.K. Singh

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands at Bhayandar the day and year first hereinabove written.

**FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of land or ground bearing Old Survey No. 540, New Survey No. 38, Hissa No. 7, admeasuring 4329.6 sq. yards, i.e., equivalent to 3620 sq. meters, Old Survey No. 542, New Survey No. 43, Hissa No. 1, admeasuring 2057 sq. yards i.e. equivalent to 1720 sq. meters, Old Survey No. 550, New Survey No. 34, Hissa NO. 4, admeasuring 14,053 sq. yards, i.e. equivalent to 11,750 sq. meters, Old Survey No. 543, New Survey No. 42, Hissa No. 4 (Part), admeasuring 1339.5 sq. yards, i.e. equivalent to 1120 sq. meters and Old Survey No. 543, New Survey No. 42, Hissa No.1, admeasuring 2117 sq. yards, i.e. equivalent to 1770 sq. meters or thereabout, situate, lying and being at Village Bhayandar, Taluka and District Thane and in the Registration District and Sub-District of Thane.

**SECOND SCHEDULE ABOVE REFERRED TO :**

A Flat/shop bearing No K/302 admeasuring 575 sq. feet (Built up/Super Built up/~~carpet~~) as on the 3rd floor floor of the building known as constructed Geetnagar on the properties described in the First Schedule hereinbefore written



**M/S SONAM BUILDERS**

6, Kirti Industrial Estate,  
Ground Floor, Opp. Rly. Station,  
Bhayandar (East),  
Dist. Thane-401 101.

DATED : \_\_\_\_\_

REF : (Flat No. \_\_\_\_\_ in Wing \_\_\_\_\_  
On The \_\_\_\_\_ floor in the  
Building known as "SONAM BUILDERS") POSSESSION thereof.

Dear Sir,

This is to record that I/We have taken over the possession of the  
(Flat No. \_\_\_\_\_ in \_\_\_\_\_ wing of the \_\_\_\_\_ floor in the  
Building known as "SONAM BUILDERS") agreed to be acquired on  
OWNERSHIP BASIS form you vide on Agreement for Sale dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 199.

I/We say that I/We have inspected My/Our above referred Flat in  
particular and the building in general and it is in accordance with  
the plans and specifications and as per the terms of an Agreement  
for Sale.

I/We am/are also fully satisfied with the material used including the  
fittings and fixtures and I/We have no grievance of any nature  
whatsoever. You shall not, thus be responsible for any of the defects  
in My/Our Flat hereafter.

As per the terms and conditions of the Agreement for Sale, I/We  
shall bear and pay regularly every month my/our share towards all  
the rates, taxes, common expenses, water & electricity charges and  
other outgoing and shall extend my/our fullest co-operation in the  
formation of the Co-operative Society for this Building.

I/We further record that I/We shall pay regularly every month  
towards temporary supply of electricity and the proportionate  
amount towards cleaning and maintenance of sanitation blocks,  
w.c., Septic tank etc.

Thanking You,

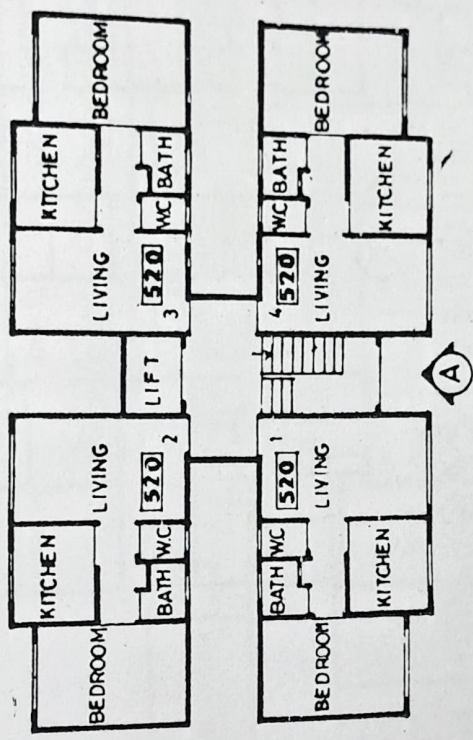
Yours Faithfully,

Signature

NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_



**GROUND FLOOR PLAN**

FLAT NO. ON FLOOR IN WING

BUILDERS

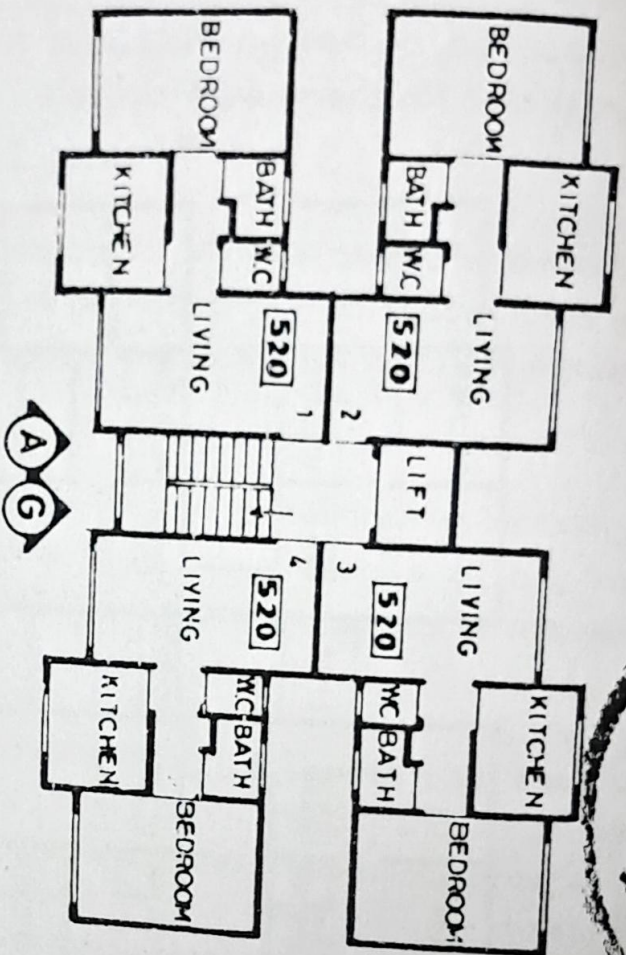
**SONAM BUILDERS**  
 A/304, AKASH GANGA,  
 JAIN MANOIR ROAD,  
 BHAYANGAR (W).

ARCHITECT

**LEAD CONSULTANT**  
 B/103, CHANDRESH HEIGHTS,  
 JESAL PARK,  
 BHAYANDAR (E).

**GEE TA NAGAR PHASE VII**





**TYPICAL FLOOR PLAN (2nd TO 7th FLR)**  
 FLAT NO. ON FLOOR IN WING

BUILDERS

**SONIAM BUILDERS**

A/30K, AKASH GANGA,  
 JAIN MANDIR ROAD,  
 BHAYANDAR (W).

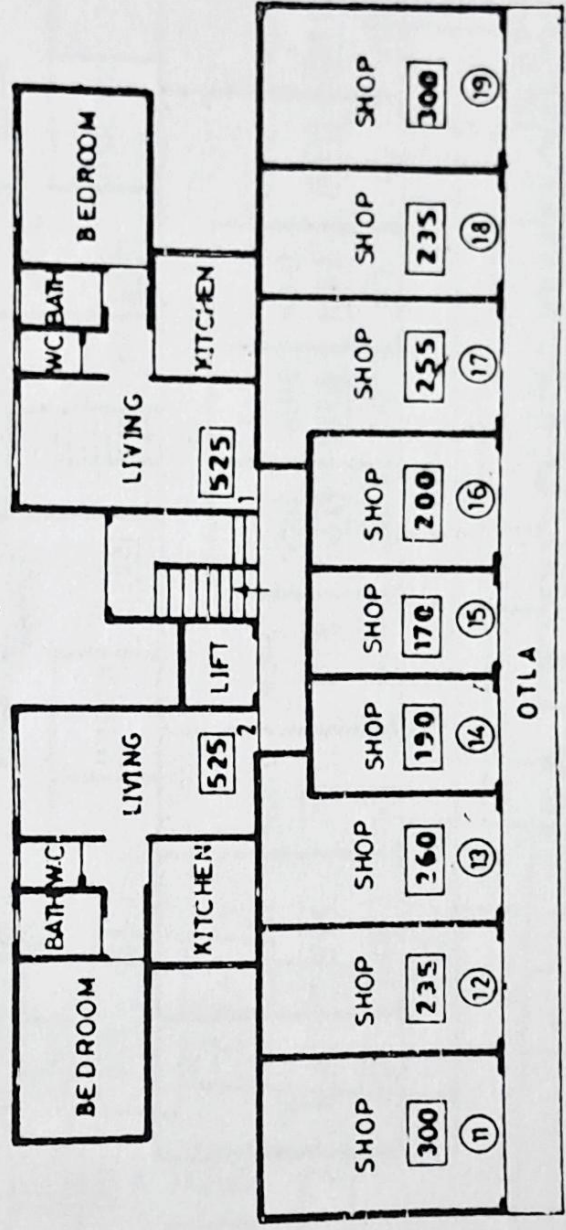
ARCHITECT

**LEAD CONSULTANT**

B/103 CH ANDRESH HEIGHTS,  
 JESAL PARK  
 BHAYANDAR (E)

**GEEETA NAGAR PHASE VII**

# GEETA NAGAR PHASE VII

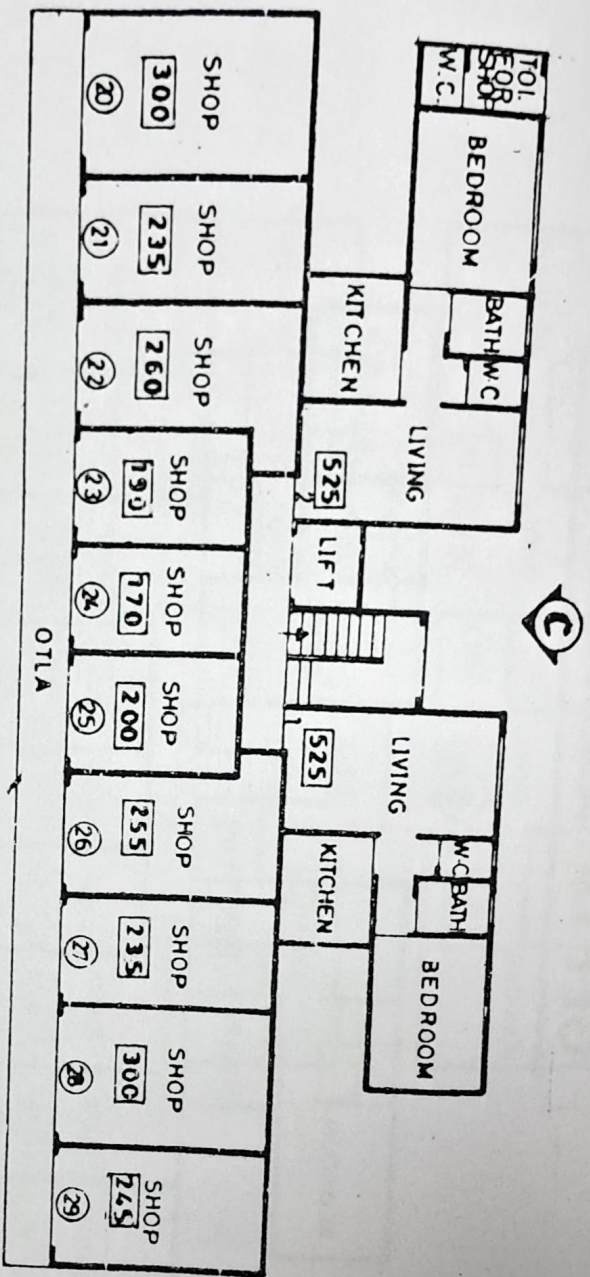


## GROUND FLOOR PLAN

FLAT NO. ON ..... FLOOR IN ..... WING

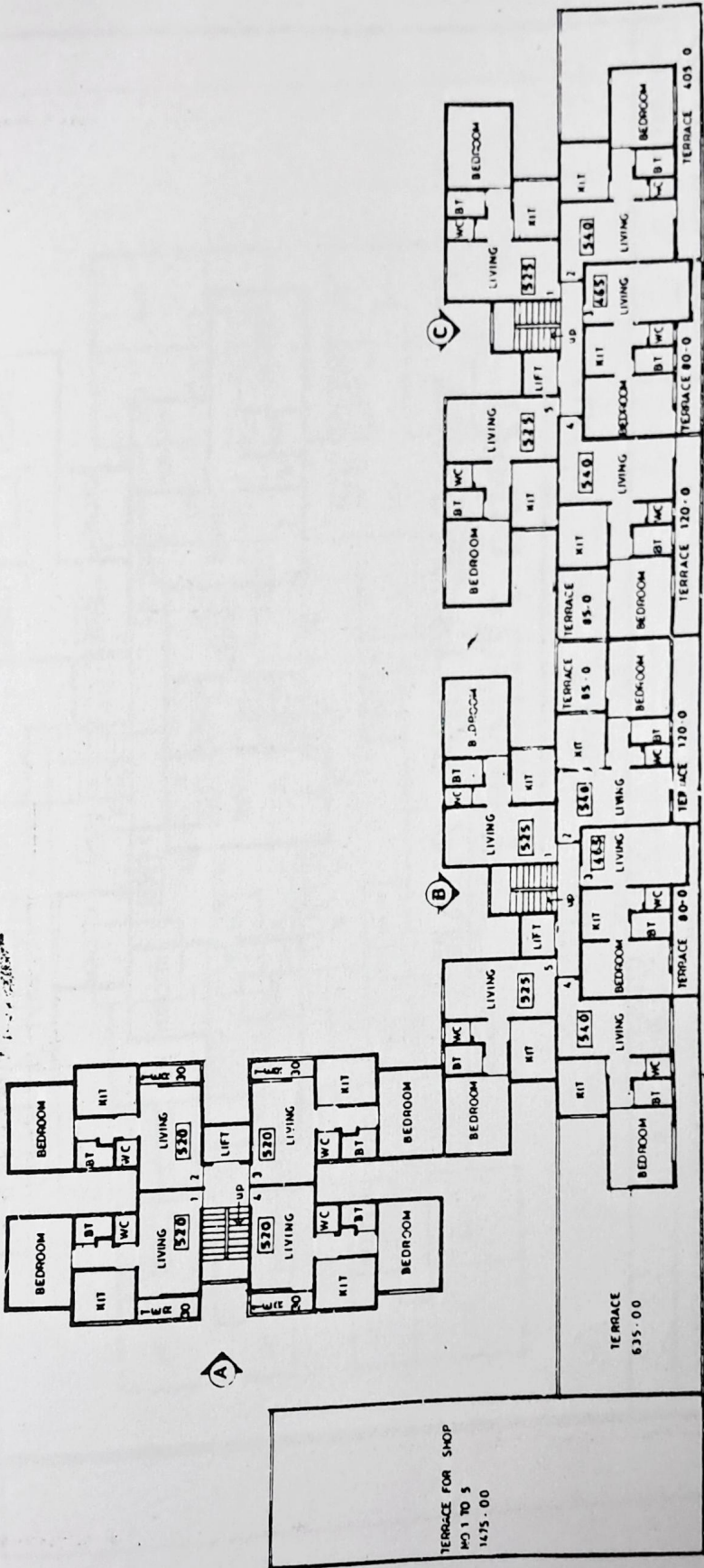


# GEETA NAGAR PHASE VII



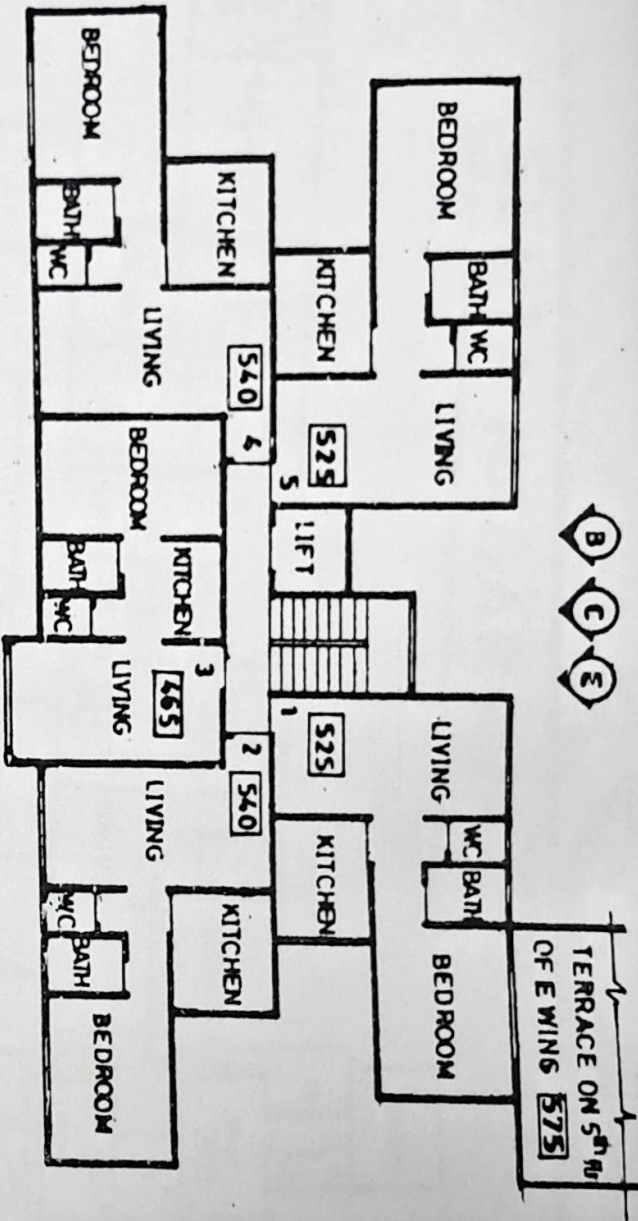
## GROUND FLOOR PLAN

FLAT NO. .... ON .... FLOOR IN .... WING



FIRST FLOOR PLAN





# TYPICAL FLOOR PLAN (2<sup>nd</sup> TO 7<sup>th</sup> FLOOR)

FLAT NO. ON FLOOR IN WING

**BUILDERS**

**SONAM BUILDERS**

A/304 AKASHGANJA,  
JAIN MANDIR ROAD,  
BHAYANDAR (W)

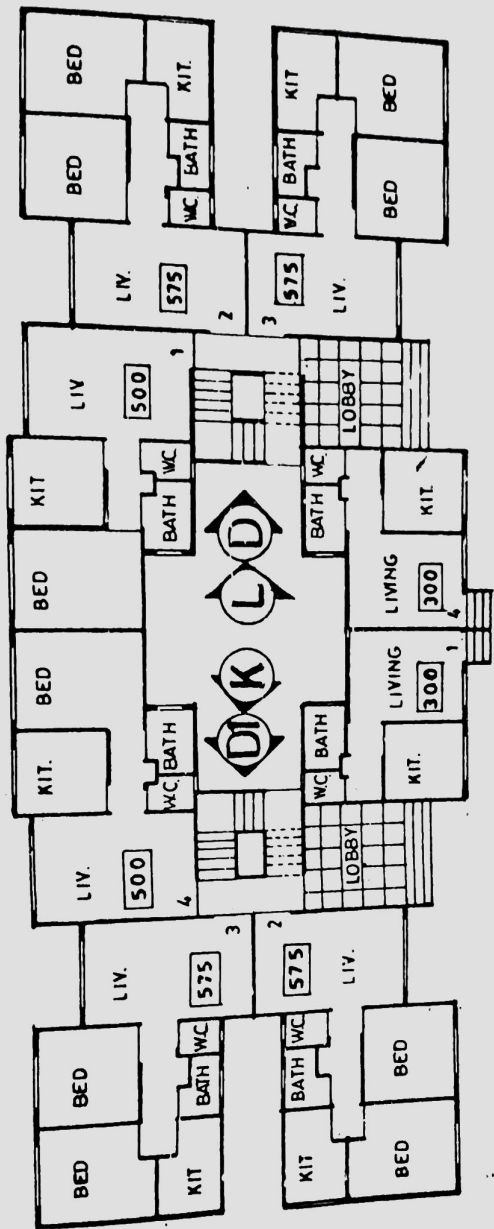
**GEETA NAGAR PHASE VII**

**ARCHITECT**

**LEAD CONSULTANTS**

B/103, CHANDRESH HEIGHTS,  
JESAL PARK,  
BHAYANDAR (East)

# GEETA NAGAR PHASE VII

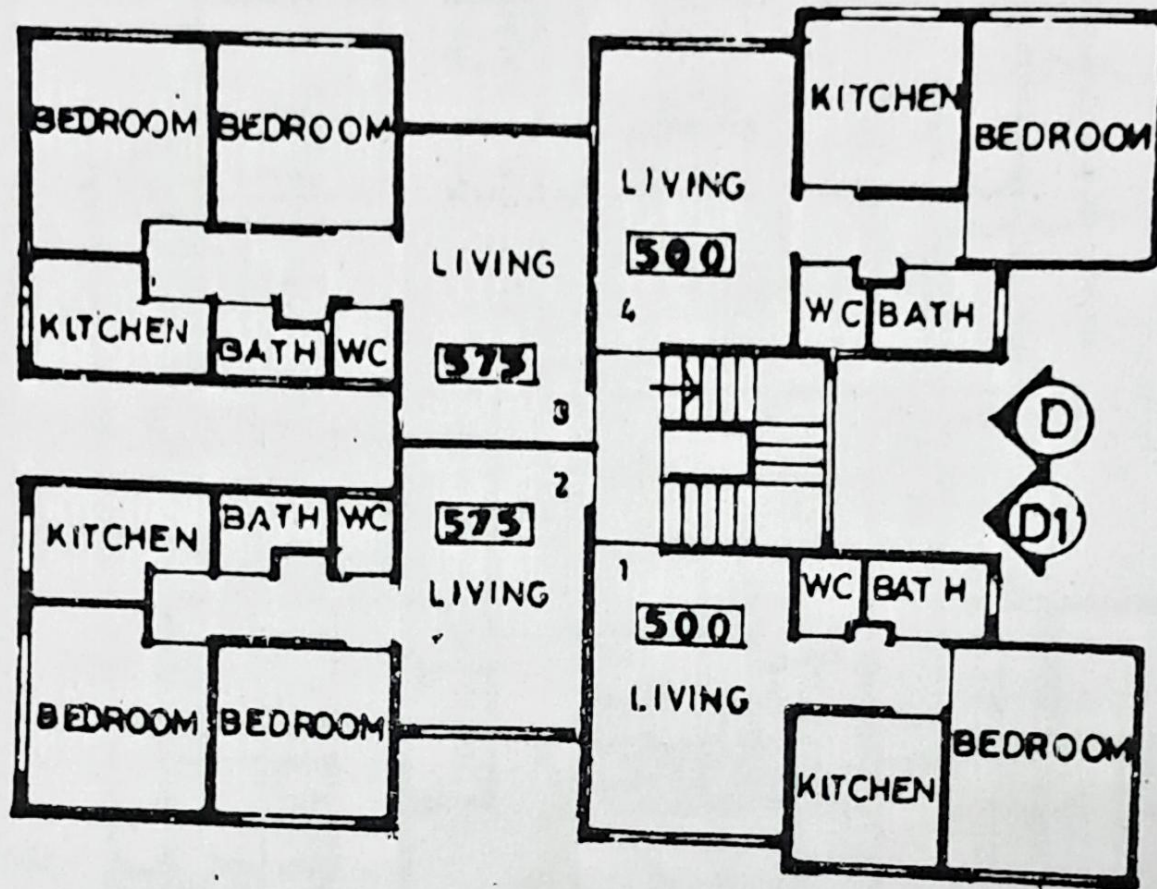


## GROUND FLOOR PLAN

FLAT NO..... ON..... FLOOR IN..... WING



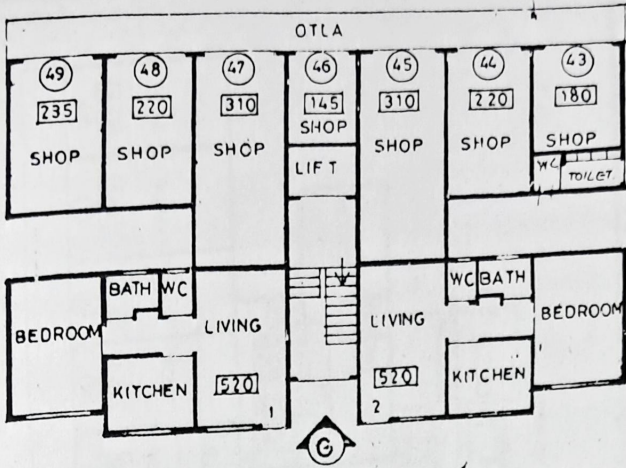
# GEETA NAGAR PHASE VII



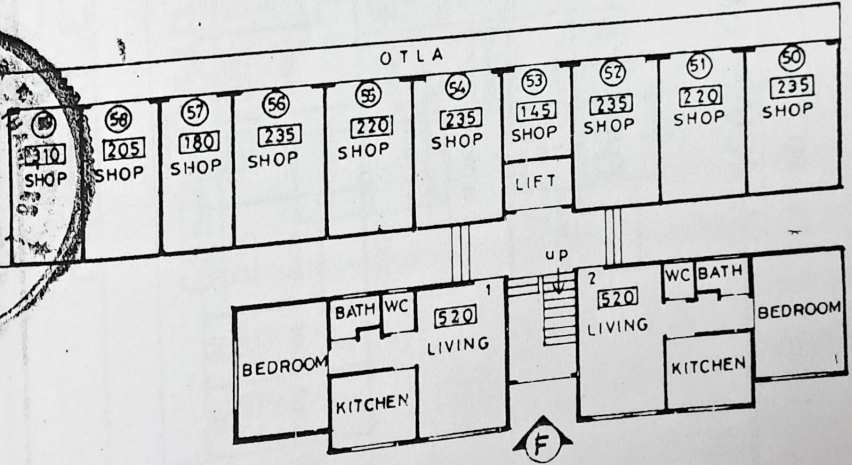
**TYPICAL FLOOR PLAN** (1st TO 4th)

FLAT NO. .... ON ..... FLOOR IN ..... WING.

# GEETA NAGAR PHASE VII



## GROUND FLOOR PLAN



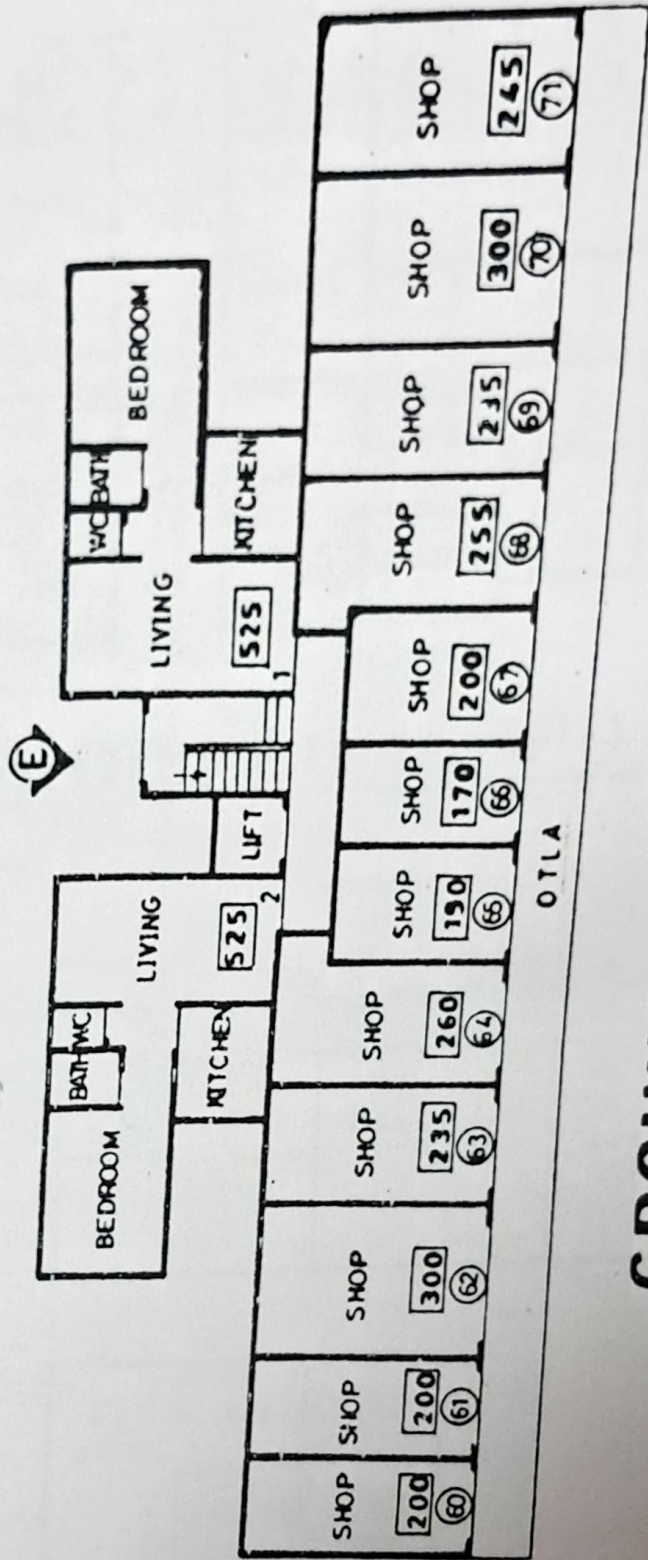
## GROUND FLOOR PLAN

FLAT NO. .... ON ..... FLOOR IN ..... WING .





# GEETA NAGAR PHASE VII

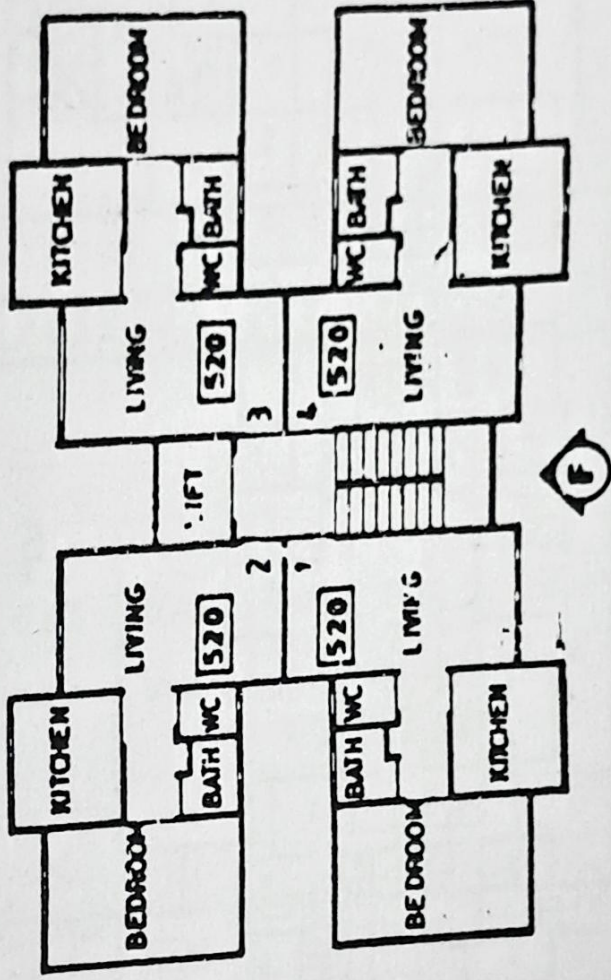


## GROUND FLOOR PLAN

FLAT NO. \_\_\_\_\_ ON \_\_\_\_\_ FLOOR IN \_\_\_\_\_ WING



GEETA NAGAR PHASE - VII



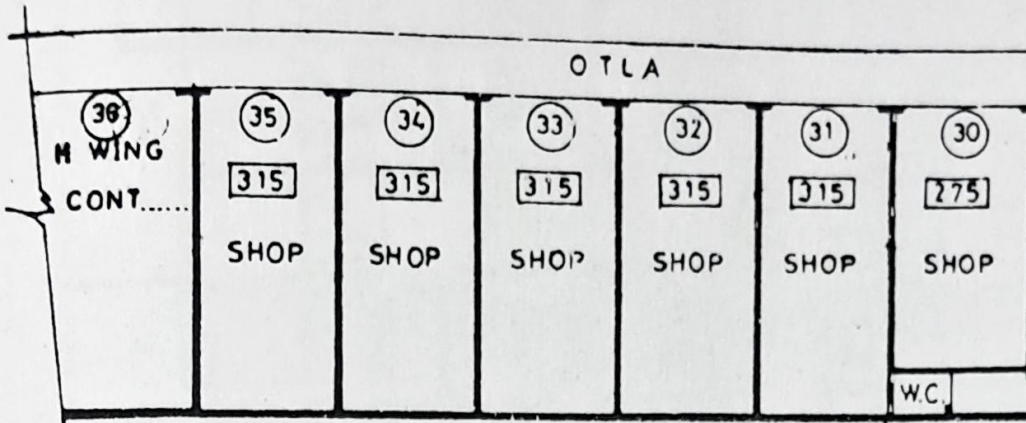
TYPICAL FLOOR PLAN (2<sup>nd</sup> TO 7<sup>th</sup> FLR)

FLAT NO.      ON      FLOOR IN      WING

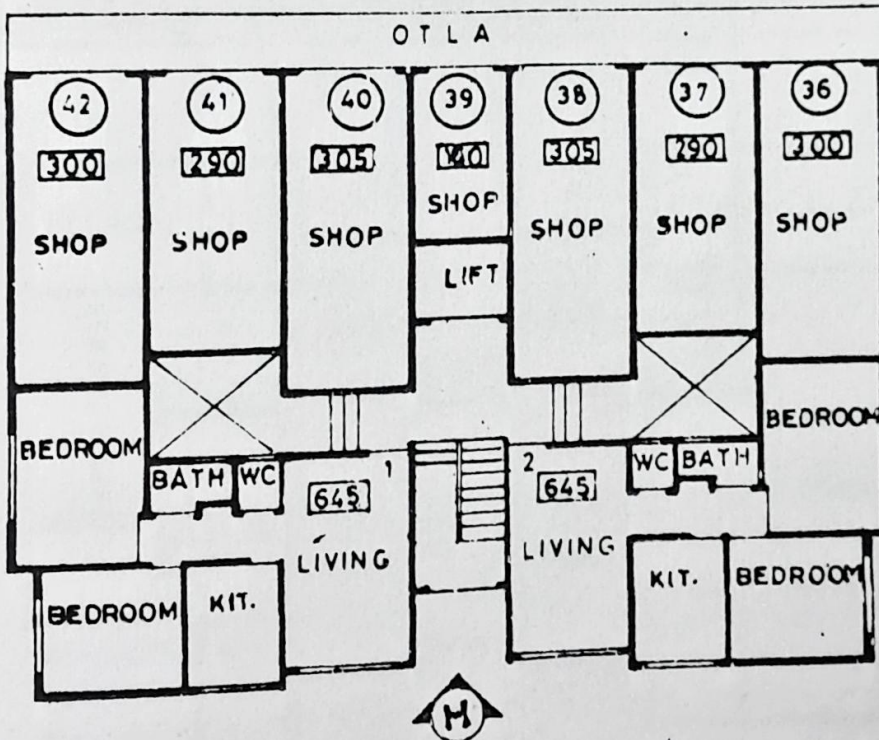




# GEETA NAGAR PHASE VII



## GROUND FLOOR PLAN

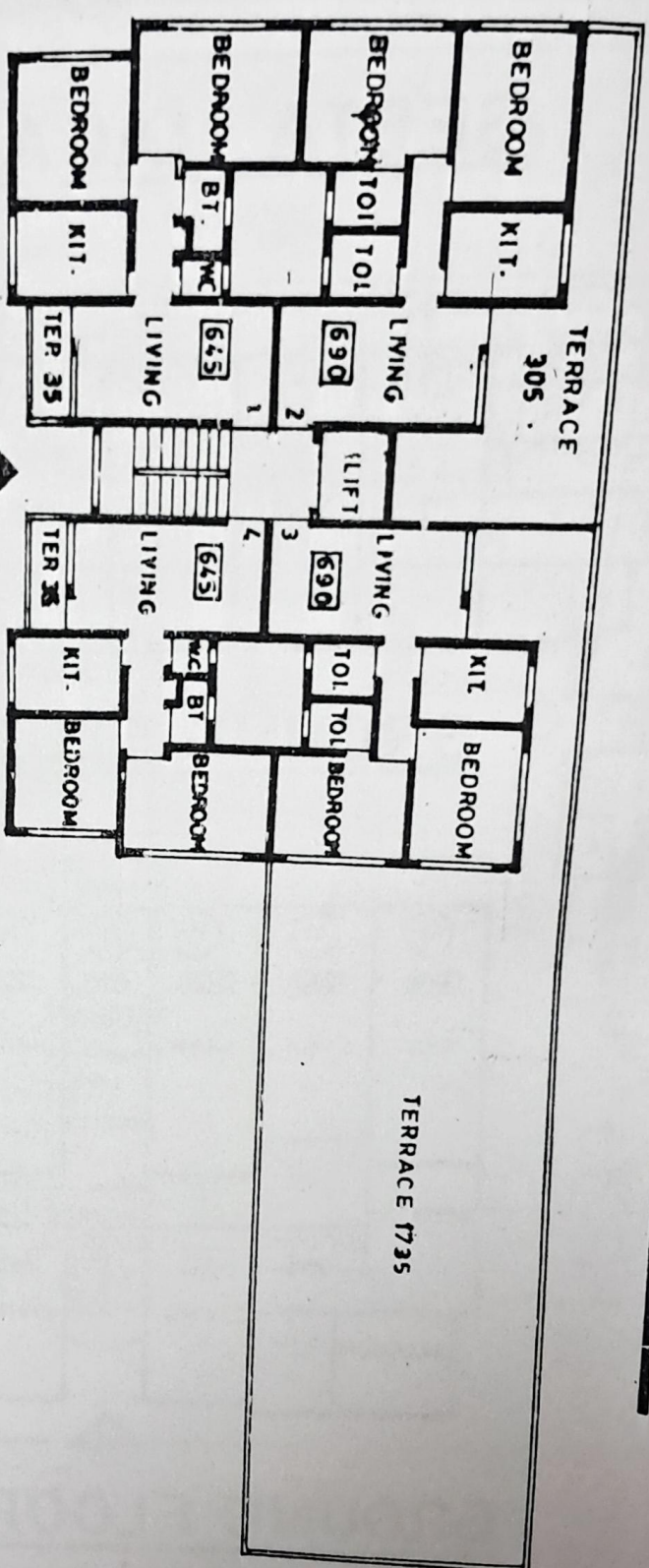


## GROUND FLOOR PLAN

FLAT NO..... ON..... FLOOR IN..... WING.

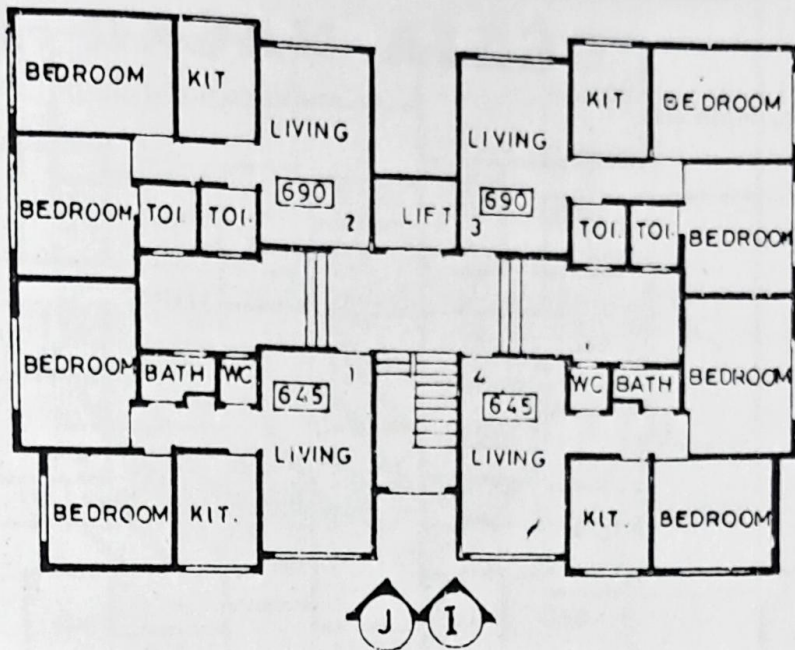


**GEETA NAGAR PHASE VII**

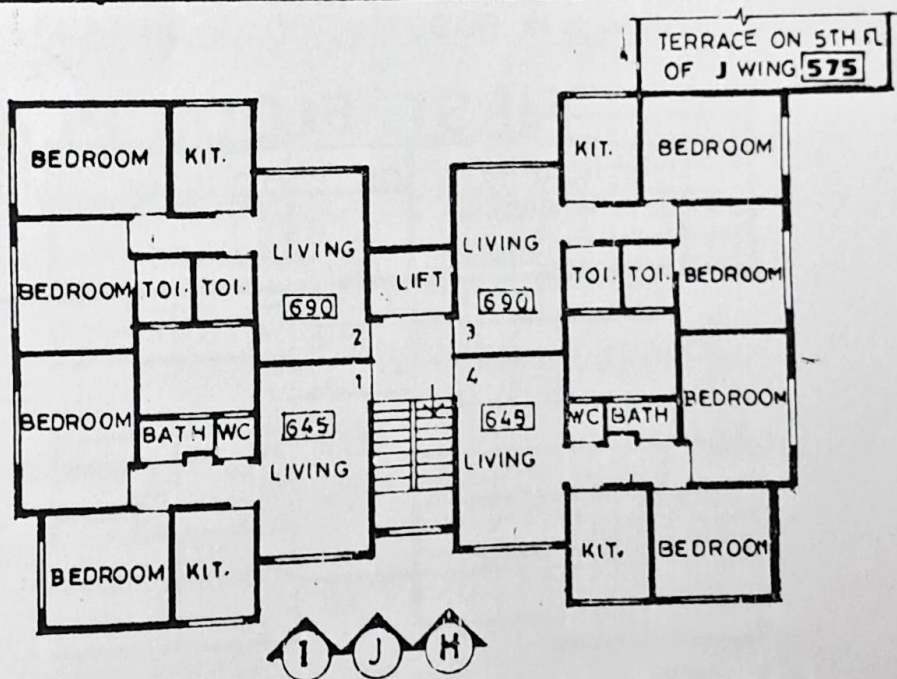


**FIRST FLOOR PLAN**

# GEETA NAGAR PHASE VII



**GROUND FLOOR PLAN**

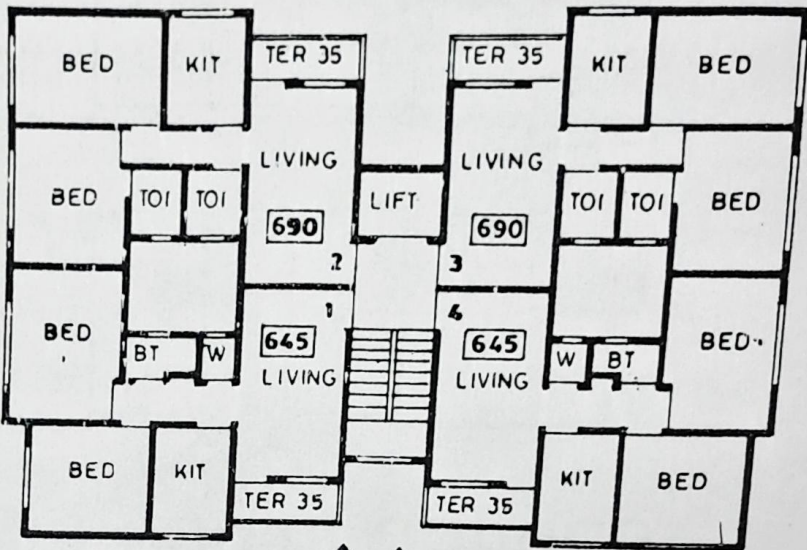


**TYPICAL FLOOR PLAN**  
**2nd TO 7th FLOOR**

FLAT NO. .... ON ..... FLOOR IN .... WING.



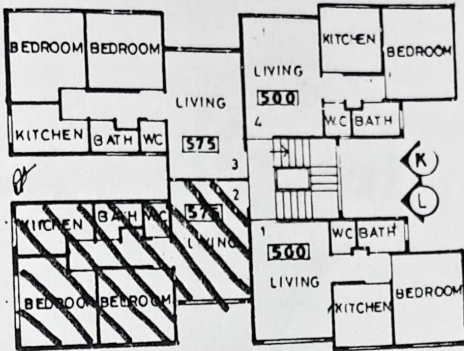
# GEETA NAGAR PHASE VII



## FIRST FLOOR PLAN

FLAT NO..... ON..... FLOOR IN..... WING

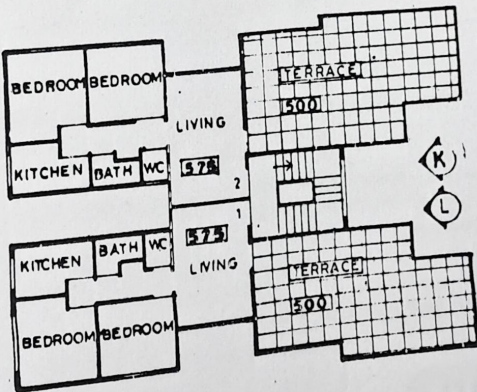
# GEETA NAGAR PHASE VII



S.K. Singh

## TYPICAL FLOOR PLAN (1ST TO 3RD)

FLAT NO. 302 ON 3RD FLOOR IN K WING



## FOURTH FLOOR PLAN

FLAT NO. ... ON ... FLOOR IN ... WING

Flat No K/302  
3rd Floor  
Flat area: 575 sq ft





### AMINITIES IN TOWER

- 1) Flooring-Sparlex tiles in Livin Room.  
White Mosaic Tile in Bed & Kitchen.
- 2) Aluminium Sliding Windows.
- 3) Marble Kitchen Platform with sink.
- 4) Bathroom Flooring landoors with dado.
- 5) Coloured glazed tiles in W/C & Bathroom to sufficient heights.
- 6) Loft over Bathroom.
- 7) Decorative main door with mica finish.
- 8) Syntex Doors In Barthroom & W/C with frame fittings
- 9) Flush Doors
- 10) Wash Basin/Towel Rod/Mirror.
- 11) Music Bell.
- 12) Night Latch/Magic eye/Letter Plate.
- 13) Copper writing with adequate points.

### ATTRACTION FEATURES

- Pile foundation
- Anti termite treatment in foundation as well as in a all the flats.
- Aesthetically Design Elevation.
- Attractive main gate.
- Dish Antenna & common T.V. Antenna.
- Approved marked lift in Towers.
- Landscapped Garden & Play park for children.
- Parking space.
- Shopping Complex & Temple in the project.
- Water Proofing in tarraces.



IN WITNESSED WHEREOF the parties have hereunto signed this writing on the day and year herein above written.

SIGNED SEALED AND DELIVERED BY the withinnamed promoters.

M/S SONAM BUILDERS a party

of the first party By the hands of

SHRI Bhagat Mr Jain

their Partner in the presence of

FOR SONAM BUILDERS

*[Signature]*

Partner

SIGNED SEALED AND DELIVERED BY the withinnamed flat Purchaser, a party

of the second part SHRI/SMT/MESSERS

Mr Sanku Kumar Singh

in the presence of

S. K. Singh.

RECEIPT

RECEIVED with thanks on the day and the year first hereinabove

written of and from the within

named Party of the Second Part,

the Sum of Rs. 41486/-

(Rupees forty one thousand four hundred Eighty six only)

by cash/cheque/D.D./Pay Slip

No. 148317, 148321, 500216

Dated 30/1/94 at Dhawan 160439

14.5.94 SBI and Bank of India

Being the Earnest money payable by him/her to us.

WITNESS :

1.

2.

WE SAY RECEIVED

Rs. 41486/-

For M/s. SONAM BUILDERS

*[Signature]*

PARTNERS

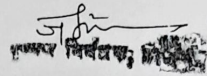


अनुक्रम नंबर 2280/58  
 तन १९४६ के जल  
 के 2-1/2 तारखेत 92 99  
 के दरम्यान हाजे 25-1/2 के  
 मुख्य निबंधक बचि कचेरी  
 ब्यापन दिला

S.K. Singlu

खाजीक-प्रवापे	
को पेंतनी -	
गोंबो को	2९४०-
मकडेको को	
21-1/2 को को	9-
बंभरमे को को	9-
गारो को	9-
गारा को को को	22-
गारा को	
गारा को	2९६५-०

  
 मुख्य निबंधक, कचेरी

  
 मुख्य निबंधक, कचेरी

श्री खरोज कुमार सिंग  
 पय - 33, नोकरी,  
 रा श्री. 302,  
 मधेश दशन  
 मिठागर रोड  
 कांठर पकि  
 दहीलर वेस्ट  
 मुंबई - ६८

दस्तेबज कहन देणार

कथाकथित करी 21/21  
 दस्तेबज कहन दिवापे कचुल  
 कचरनाम

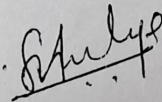
S.K. Singlu

1) श्री. ज्योन जे ब्यामनीया  
 वय - 20, नोकरी,  
 21. मिठा रोड  
 13 - हाजे

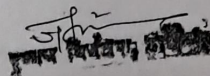
2) श्री. आशुतोष जी. शेंड्ये  
 4 दिग्दर्शन, धंराकी  
 हाजे, वेस्ट

को निवेदन करीत माहित को, ते परसिक  
 कहन देणाया उकर निबिचट इतमात ज्यमित्तः  
 संज्ञकतात व त्याचो संज्ञक बटवितारा.

Bamarr

  
 मुख्य निबंधक, कचेरी

25 ६-11-१९६५

  
 मुख्य निबंधक, कचेरी



कोशिका दि १७/११८ कोनी  
प्राज-साली

Handwritten signature

सोनम विन्डिंग तर्फे श्री भरत  
एम. जेत यांचे निष्पारन स्यांचे  
भाखरगरी श्री जगाईन जिघाती  
काकडे, ३८, नोकरी, भाईदर हे  
माल्य करतात.

दस्तऐवज करून देणार

नवमोपिंत कराराचा  
दस्तऐवज करून दिल्याचे कपड  
प्रताप.

J.S. Bhalerao

१) श्री. मधेश डकर  
१९, नोकरी  
५०३, पंचवटी अप.टि.  
जोशीवाडा, चरई-गणे.

२) श्री. प्रमोदर पी. पाटील  
२६, नोकरी,  
लोकमान्य नगर-६  
हाणे.

अपे विवेक करून काढा. ते वस्तुव्यव  
हून देणाऱ्या जप. लिपिच इतकाल काढिल्या;  
बोझवरात य त्याच काळीच घडोवतल.

Handwritten signature

Matil दि. १३/७/८४  
Handwritten signature  
दुय्यम निबंधक, चरई-गणे

पुस्तक क्रमाक १ १  
५८७ वालमाचे १०५३१३३०  
पुष्ठावर १५४७ क्रमाकाने नोंदला.  
तारीख ७/७/८०

Handwritten signature  
दुय्यम निबंधक





दस्त गोषवारा भाग - 2

टनन7
दस्त क्रमांक (2983/2003)
29/23

दस्त क्र. [टनन7-2983-2003] चा गोषवारा  
बाजार मुल्य : 619875 मोबदला 460000 भरलेले मुद्रांक शुल्क : 16000

दस्त हजर केव्हाचा दिनांक : 29/05/2003 01:25 PM  
निष्पादनाचा दिनांक : 29/05/2003  
दस्त हजर करणा-याची सही :

पावती क्र.: 2983 दिनांक: 29/05/2003  
पावतीचे वर्णन  
नांव: कन्नानकरा वर्गीस मॅथ्यू  
6200 : नोंदणी फी  
460 : नक्कल (अ. 11(1)), पृष्ठाकनाची नक्का  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

6660: एकूण

दु. निबंधकाची सही, ठाणे 7

दस्ताचा प्रकार : 25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/05/2003 01:25 PM  
शिकका क्र. 2 ची वेळ : (फ्री) 29/05/2003 01:29 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 29/05/2003 01:30 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 29/05/2003 01:30 PM

दस्त नोंद केल्याचा दिनांक : 29/05/2003 01:30 PM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) नंद किशोर - , घर/फ्लॅट नं. -  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं. -  
पेट/वसाहत: -

Stone

शहर/गाव: मिरा रोड  
तालुका: -  
पिन: -

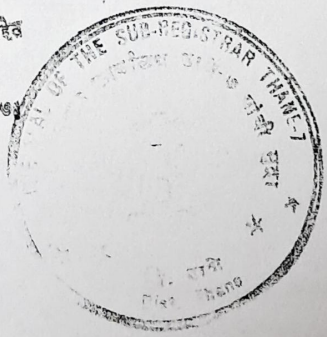
2) राजेंद्र- सिंग , घर/फ्लॅट नं. -  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं. -  
पेट/वसाहत: -

8

शहर/गाव: मिरा रोड  
तालुका: -  
पिन: -

दु. निबंधकाची सही  
ठाणे 7

प्रमाणित करणेत येते की,  
या दस्तामध्ये एवढ्या पाने आहेत  
दुय्यम निबंधक ठाणे - 8



दस्ता क्रमांक  
क्रमांकावर नोंद  
दुय्यम निबंधक ठाणे क्रं. 9  
पावती 2E





Thursday, May 29, 2003

1:29:03 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

गावाचे नाव भाईदर

पावती क्र. : 2983

दिनांक 29/05/2003

दस्तऐवजाचा अनुक्रमांक

टनन7 - 02983 - 2003

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: कन्नानकरा वर्गीस मॅथ्यू

नोंदणी फी

:- 6200.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (23)

:- 460.00

एकूण

रु.

6660.00

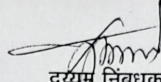
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नोंदणी फी कराराचा क्र. (80)

29/05/03

82

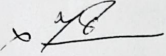
29/05/03

  
दुष्यप्र निवधक  
टाणे 7

बाजार मुल्य: 619875 रु.

मोबदला: 460000 रु.

भरलेले मुद्रांक शुल्क: 16000 रु.



RS-1800L

- १) पक्षकाराचे नाव के.के.के.के.के.
- २) पावती क्र. ५९.१००.०००
- ३) चलन क्र. ४९ दिनांक २९/५/०९

प्रोपर ऑफीसर

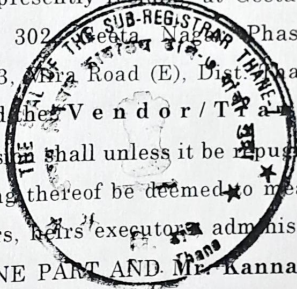
RS-14200L further the of two


- १) पक्षकाराचे नाव के.के.के.के.के.
- २) पावती क्र. ९६२००४, ५९६००८२३
- ३) चलन क्र. ३० दिनांक २/९/०५


प्रोपर ऑफीसर

### Agreement for Sale

This Agreement for Sale is made and entered into at Mumbai/Thane, this 29<sup>th</sup> day of May 2003 BETWEEN Mr. Saroj Kumar Singh Adult Indian Inhabitant/s, presently residing at Geeta Abha "K" wing Flat No. 302, Phase VII, Kashmirira Road No. 3, Mira Road (E), Dist. Thane-401107, hereinafter called the Vendor/Transferor/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include) his/hers/theirs, heirs/executors and administrators and assigns of the ONE PART AND Mr. Kannankar Vargese Mathew Adult/s Indian Inhabitant/s presently residing at Room No. 8, Atmaram Chawl, Behind Gokul Hotel, Near Ram Mandir Road, S. V. Road, Goregaon (W), Mumbai, hereinafter called the Purchaser/Transferee/s" (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his/her/theirs, heirs/executors, administrators and assigns) of the OTHER PART.



  
 SUB-REGISTRAR  
 THANE - 4  
 भारत 19705 SPECIAL  
 143093 MAY 29 2003  
 R.0001800 PB1036  
 INDIA STAMP DUTY MAHARASHTRA

  
 SUB-REGISTRAR  
 THANE - 4  
 भारत 10830  
 109092 DEF 02 2002  
 R.0014200 PB1036  
 INDIA STAMP DUTY MAHARASHTRA

S.K. Singh


२९५३-७
पक्ष क्रमांक २९५३/२००३
१/२३

S.K. Singh

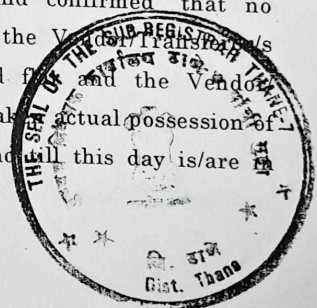
१/५४



Whereas by an Agreement dtd. 25/5/1994 entered between M/s. Sonam Builders having office at 3, Akash Ganga, Near Jain Mandir, Bhayander (W), Thane-401 Ganga, referred as the "Builders/Promoters" therein and the Vendor/Transferor/s herein referred as the "Purchaser/Transferee/s" therein and said M/s. Sonam Builders agreed to sell to the Vendor/Transferor/s and the Vendor/Transferor/s agreed to purchase from them a flat being Flat No. 302, "K" wing On the Third floor, in the building known as Geeta Abhas, situated at Geeta Nagar Phase VII, Kashmir Road No. 3, Mira Rd (E) Dist : Thane, Admeasuring 575 Sq.Ft (Built-up/Super built-up) Area, (equivalent 42.75 Sq.mtrs. Built-up) at the price and on the terms and conditions mentioned therein on the land more particularly described in the schedule written hereunder:

S.K. Singh  


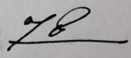
A N D the Vendor/Transferor/s herein has/have paid entire purchase price of the said flat to the said builders as per the agreement recited hereinabove AND the said builders admitted and confirmed that no amount is due & payable by the Vendor/Transferor/s herein in respect of the said flat and the Vendor/Transferor/s herein has/have taken actual possession of the said flat and was/were and all this day is/are in occupation of the said flat.



A N D this agreement shall always be subject to the provision of the Maharashtra Ownership Flat Act, 1963, and the rules made thereunder:

S.K. Singh

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२५५-१७ २००३
२/२३

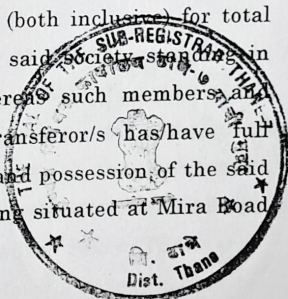


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S.K. Singh  
AB

A N D the Vendor/Transferor/s has/have agreed to sell the Purchaser/Transferee/s and the Purchaser/Transferee/s has/have agreed to purchase from the Vendor/Transferor/s the said flat being Flat No. 302, "K" wing, in the building known as Geeta Abhas, on the Third floor situated at Geeta Nagar Phase VII, Kashmirira Road No. 3, Mira Rd (E), Dist : Thane, with the fixtures, fittings and amenities provided therein by the builders for the agreed consideration and the parties hereto are desirous of executing this agreement for sale in respect thereof.

The Vendor/Transferor/s is/are legal bonafide member of the Geeta Abhas Co-operative Housing Society Ltd., a society of the premises in the building referred to hereinabove and registered under the provision of Maharashtra Co-operative Societies Act, 1960 under No. T.N.A. (TNA) / HSG / TC / 11835 of 2000-2001, with its registered office at the same building and whereas such member is/are registered share holder of five fully paid up shares bearing distinctive nos. from \_\_ to \_\_ (both inclusive) for total face value of Rs. 250/- of the said society, standing in his/her/their name/s and whereas such member/s and share holders the Vendor/Transferor/s has/have full right, interest and ownership and possession of the said flat in the said society's building situated at Mira Road (E), Dist : Thane.



A N D the Purchaser/Transferee/s is/are desirous of acquiring the said shares and rights of the said flat with all deposits and contributions made by the Vendor/Transferor/s with various local authorities for the beneficial enjoyment and occupation of the said flat.

S.K. Singh

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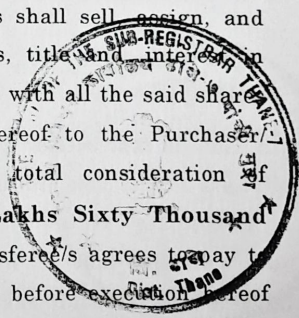
S.K. Singh  
S.K. Singh

A N D the Vendor/Transferor/s has/have agreed to sell assign and transfer to the Purchaser/Transferee/s all the said shares and rights of the said flat and handover vacant & peaceful possession of the said flat to the Purchaser/Transferee/s at and for the total consideration of Rs. 4,60,000/- (Rupees Four Lakhs Sixty Thousand Only) together with all deposits and contributions made by the Vendor/ Transferor/s either through the said builders or the said society with various local authorities for the beneficial, enjoyment and occupation of the said flat.

A N D the Purchaser/Transferor/s has/have agreed to purchase the said shares and rights of the said flat with all deposits and contributions and benefits thereof at and for the total consideration as aforesaid and to get the membership and the said shares transferred in his/her/their name with permanent right of use and occupation of the said flat.

: NOW THIS INDENTURE WITNESSETH AS UNDER:

1. The Vendor/Transferor/s shall sell assign, and transfer all his/her/their rights, title and interest in respect of the said flat together with all the said shares and deposits and benefits thereof to the Purchaser/Transferee/s at and for the total consideration of Rs.4,60,000/-(Rupees Four Lakhs Sixty Thousand Only) and the Purchaser/Transferee/s agrees to pay to the Vendor/ Transferor/s on/or before execution thereof entire amount of agreed consideration of Rs.4,60,000/- (Rupees Four Lakhs Sixty Thousand Only) in the following manner ;



S.K. Singh

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259, 2002
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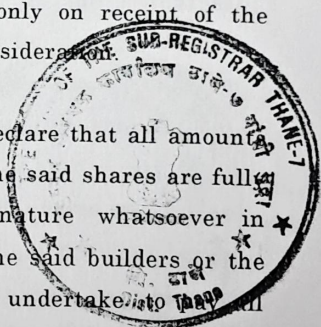
a) Rs. 11,000/- (Rupees Eleven Thousand Only) the Purchaser/s shall pay to the Vendor/s on/or before the execution of this agreement as and by way of part payment of the agreed consideration.

b) Rs. 99,000 (Rupees <sup>Ninety</sup> Nine Thousand Only) the Purchaser/s shall pay to the Vendor/s on/or before 28/5/03 as and by way of part payment of the agreed consideration.

c) Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) the Purchaser/s shall pay to the Vendor/s on/or before 16/6/03 as and by way of full & final payment of the agreed consideration (being the Loan Amount from financial institution).

A N D Vendor/Transferor/s doth hereby admit and acknowledge to have received the said sum of Rs.11,000/- (Rupees Eleven Thousand Only) being Part Payment and the Vendor/Transferor/s hereby acquit, release and discharge every part thereof to the Purchaser/Transferee/s forever only on receipt of the balance amount of the agreed consideration.

2. The Vendor/Transferor/s declare that all amount pertaining to the said flat and the said shares are full paid up and no dues of any nature whatsoever in respect thereof are payable to the said builders or the said society and also agree and undertake to pay all dues if any to the said society or any other authorities for the period till possession of the said flat is handover to the Purchaser/Transferee/s and thereafter he/she/they will not be liable for the same.



S.K. Singh  
*[Signature]*

S.K. Singh

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*[Handwritten mark]*

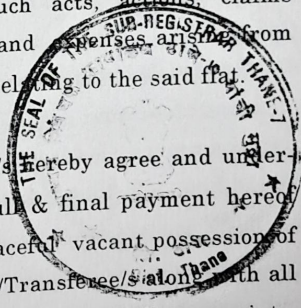
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S.K. Sijh  
ap

3. The Vendor/Transferor/s declare that he/she has/have obtained necessary permission from the said society as required under Rule 40 (a) of the bye-laws of the said society to transfer all his/her rights, title and interest in r/o the said flat including shares and deposits in favour of the Purchaser/Transferee/s and agree and undertake to co-operate and assist with the Purchaser/s for perfectly and effectively transferring the said flat will all benefits thereof unto the Purchaser/s.

4. The Vendor/Transferor/s declare that he/she/they has/have full right and absolute power and authority to sell assign and transfer to the Purchaser/Transferee/s all his/her/their rights, title and interest in respect of the said flat and that no other person or persons has/have any right, title and interest or claim or demand of any nature whatsoever into over upon the said flat or any part thereof either by way of "Sale, Exchange, Mortgage, Gift, Trust, Lien Or Tenancy" or otherwise over the said flat and the said flat is absolutely free from all attachments and encumbrances beyond reasonable doubts and hereby agree and undertake to indemnify and keep indemnified to the Purchaser/Transferee/s against all such acts, actions, claims demands, proceedings, costs and expenses arising from any third person or persons relating to the said flat.



5. The Vendor/Transferor/s hereby agree and undertake that immediately on full & final payment hereof he/she/they will handover peacefully vacant possession of the said flat to the Purchaser/Transferee/s along with all the relevant documents including bills, receipts, vouchers, correspondence etc. standing in his/her/their name and also agrees to handover the original agreement for sale when received by him/her/them duly registered.

S.K. Sijh

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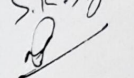


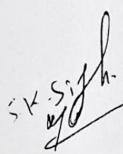
9. All expenses incidental to this agreement including stamp duty, registration charges etc, if any payable on this agreement shall be borne and paid by the Purchaser/Transferee/s only who shall also be liable to pay all outgoing in r/o the said flat as and when due for payment. It is specifically agreed that both the parties shall pay any transfer premium payable to the said society in equal proportion hereto i.e. 50%.

The Schedule Of The Premises Referred To Above :

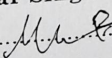
Flat No. 302, "K" wing On the Third floor, in the building known as Geeta Abhas, Situated at Geeta Nagar Phase VII, Kashmiria Road No. 3, Mira Rd (E), Dist : Thane, On All That Piece Or Parcel Of Land Or Ground Lying, Being, Situate At Village Mira-Bhayander Taluka And Dist : Thane, Within The Limits Of Mira-Bhayander Municipal Council And In The Registration Dist And Sub-District Of Thane And Bearing Mira-Bhayander Survey No 540, Hissa

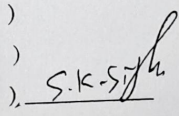
No. 7, 542/1 550/4, 543/4 P 543/11 The vendor of this document has purchased the said flat from the builders M/S. Sarvam Builders vide document no. P. 2240/94 dated 24/6/92 and it is allotted from the prescribed Govt. Record. In Witness Whereof The Parties Hereto Have Hereunder

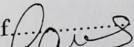
S.K. Singh  


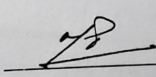
S.K. Singh  


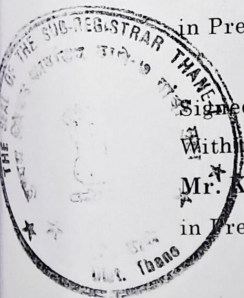
To Set And Subscribed Their Respective Hands On The Day And The Year First Hereinabove Written:

Signed Sealed & Delivered By The )  
 Withinamed "Vendor/Transferor/s" )  
 Mr. Saroj Kumar Singh )  
 in Presence Of  )

S.K. Singh  


Signed Sealed & Delivered By The )  
 Withinamed "Purchaser/Transferee/s" )  
 Mr. Kannankara Vargese Mathew )  
 in Presence Of  )





एन नं-७
२३ नवंबर २००३
५/२३

7

मूळ प्रत  
ORIGINAL COPY

[ अहस्तांतरणीय ]  
[ NON TRANSFERABLE ]

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

Ch.No. 49

ठिकाण/Place... Bhayandar दिनांक/Date... 29/5/2003

Received from... K.V. Mathew यांच्याकडून/

रु./Rs... 1000/- (रुपये/Rupess One Thousand Eight  
Hundred Only) याकरिता मिळाले.

on account of.....

रोखपाल वा लेखापाल  
Cashier or Accountant.

G.M.  
दुर्यम निबंधी (पदनाम/Designation)

मूळ प्रत  
ORIGINAL COPY

[ अहस्तांतरणीय ]  
[ NON TRANSFERABLE ]

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

Ch.No. 30

ठिकाण/Place... श्रीरंग दिनांक/Date.....

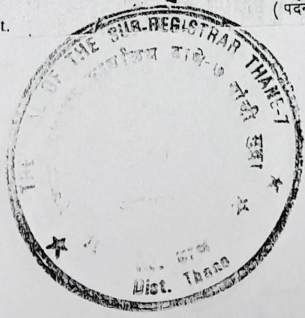
Received from... श्री के. व्ही. वेणु यांच्याकडून/

रु./Rs... 98200/- (रुपये/Rupess नव्वट हजार)  
दोनशे रु. याकरिता मिळाले.

on account of.....

रोखपाल वा लेखापाल  
Cashier or Accountant.

G.M.  
दुर्यम निबंधी (पदनाम/Designation)



ट न न-७  
११० क्र. १२९९ १२००३  
१२/२३





गा. न. नं. ७, ७अ व १२

उपरोक्त नं. कर्तव्य  
नं. ४२/२००१

करंदा ६३६ ६५६  
७६५७  
दुजार केंतान जोग  
३७५३

नं. - अमृत  
ता. - ता.  
१०६६ १०६६  
२५२५ २५२५  
३७५३ ३७५३  
नागरी मंत्रालय (अ. मंत्रालय)  
अ. मंत्रालय, पत्र २०  
अ. मंत्रालय, पोलीस  
मु. न. म. म. म. म. म.  
६ म. म. म. म. म. म.  
नागरी मंत्रालय  
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३७५३ न. म. म. (२)

दिनांक	भा. नं.	व. नं.	प.	श.
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नागरी मंत्रालय	दि. नं.	दि. नं.	दि. नं. म. म. म. म. म.	दि. नं.	दि. नं.
२७२		२	म. म. म. म. म.		

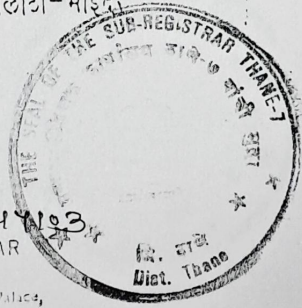
गा. न. नं. ७, ७अ व १२

तलाठी-भाईदास



TRUE COPY  
VISHWANATH A. SAPAR

MR. VISHWANATH A. SAPAR  
SPECIAL INSPECTOR OFFICER  
Bldg No. P. 11, Police Station, Nangur Police,  
Mira Road (E), Dist. THANE 401 107.



म. न. नं.-७  
२००३  
१६/३









गा. न. नं. ७, ७ अ व १२

दिनांक ७/३/७८

कार्यवाही (२५५) २-५५  
 (७८७)  
 सुधार विभाग जोग

नि. भाईदर  
 तालुका - हावे  
 १०१६ कुकडा (१२)  
 १५५५ (१२, ५५)  
 २५५०० २५५५३  
 नावाची प्रमाण (२५५६)  
 कागजात वाच्य  
 सुधार विभाग  
 नावाची प्रमाण  
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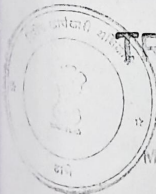
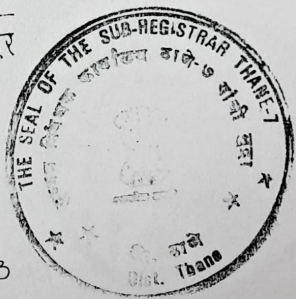
दिनांक	मा. प्रमाण	प.	मं.
०-३५	२		
०-०२	५		
०-३५	२		

(१२५)  
 (२५५६)

कार्यवाही नाव	दिनांक	पिन	दिनांक	पिन
(२५५)	०३/०२		०३/०२	

दिनांक ०३/०२/७८ गा. नं. ७२७१०३

M. S. ...  
 पालवी-भाईदर



TRUE COPY

२५५६७८९०३

MR. VISHWAKSANA A. SAPAR  
 SPECIAL OFFICER  
 Bldg. No. २११, ...

२५५६७८९०३  
 १०/१/७८

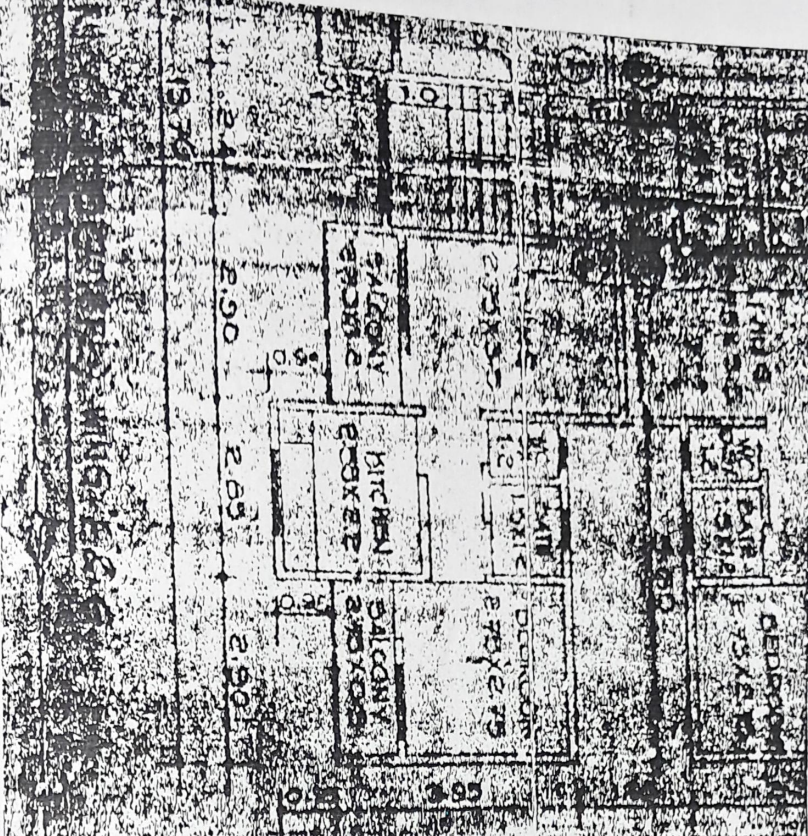
7











1	2'00			
2	2'00			
3	2'00			
4	2'00			
5	2'00			
6	2'90			
TOTAL				12'00
SOCIETY ROOM				
7	2'75	X	2'00	10'00
8	2'85	X	2'50	10'27
TOTAL				10'42
CHAIR CASE IN THE HALL				
9	2'40	X	2'30	10'56
P	2'90	X	2'55	11'21
TOTAL	2'40	X	2'40	11'48
TOTAL ROOM				
TOTAL ROOM				
TOTAL ROOM				
TOTAL ROOM				

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29/05/2003

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दुय्यम निबंधकः

ठाणे 7

दस्त गोषवारा भाग-1

टनन7

दस्त क्र 2983/2003

2213

दस्त क्रमांक : 2983/2003

दस्ताचा प्रकार : करारनामा

नु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: कन्नानकरा वंगीस मध्यू

पत्ता: घर/फ्लॅट नं 8

गल्ली/रस्ता: एस्. व्ही रोड

ईमारतीचे नाव: आत्माराम चाळ

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: गोरेगाव

तालुका: -

पिन: -

पक्षकाराचा प्रकार

लिहून घेणार

वय 35

सही

छायाचित्र



अंगठ्याचा ठसा



2 नाव: सरोजकुमार - सिंग

पत्ता: घर/फ्लॅट नं 302/के

गल्ली/रस्ता: -

ईमारतीचे नाव: गीता आगास

ईमारत नं: -

पेट/वसाहत: गीता नगर फेस/7

शहर/गाव: मिरा रोड

तालुका: -

पिन: -

लिहून देणार

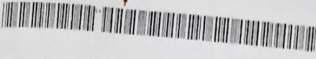
वय 41

सही S. K. Singh



दस्तावेज करून देणार साधकथीत [करारनामा] दस्तावेज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

टनन7  
दस्त क्रमांक (2983/2003)  
29/23

दस्त क्र. [टनन7-2983-2003] चा गोषवारा  
बाजार मुल्य :619875 मोबदला 460000 भरलेले मुद्रांक शुल्क : 16000

पावती क्र.:2983 दिनांक:29/05/2003  
पावतीचे वर्णन  
नाव: कन्नानकरा वर्गीस मॅथ्यू

दस्त हजर केतणाचा दिनांक :29/05/2003 01:25 PM  
निष्यादनाचा दिनांक : 29/05/2003  
दस्त हजर करणा-याची सही :

6200 : नोंदणी फी  
460 : नककल (अ. 11(1)), पृष्ठाकनाची नकक.  
(आ. 11(2)).  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

6660: एकूण

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/05/2003 01:25 PM  
शिकका क्र. 2 ची वेळ : (फी) 29/05/2003 01:29 PM  
शिकका क्र. 3 ची वेळ : (कयुली) 29/05/2003 01:30 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 29/05/2003 01:30 PM

दु. निबंधकाची/सही, ठाणे 7

दस्त नोंद केल्याचा दिनांक : 29/05/2003 01:30 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) नंद किशोर- - , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव: मिरा रोड

तालुका: -

पिन: -

2) राजेंद्र- सिंग , घर/फ्लॅट नं. -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव: मिरा रोड

तालुका: -

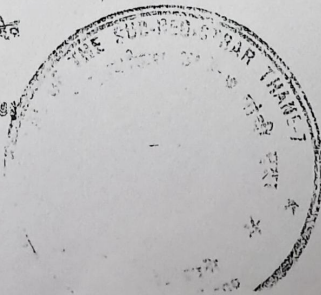
पिन: -

दु. निबंधकाची सही  
ठाणे 7

प्रमाणित करणेत देतो की,

या दस्तऐवजचे प्रमाणित पाने आहेत

इय्यम निबंधका ठाणे 7



दस्तक क्रमांक

क्रमांकावर नोंदल्या

दुज्यम निबंधका ठाणे क्रं. 19

नावीस 2E

35



Dew Point  
Logins

# Geeta Abhas Co-op. Hsg. Society Ltd

(Reg. No. TNA / (TNA) / HSG / (TC) / 11835 / 2000-2001 / DT : 23 / 6 / 2000)  
Geeta Nagar, Phase - VII, Opp. Fly Over Bridge, Mira Bhyr. Road, Mira Road (E), Dist. Thane - 401110

## SHARE CERTIFICATE

Share Certificate No. 014

Regn. Folio No. 14

Flat No. K/30

This is to certify that Shri / Smt. / M/s. Sanjay Kumar Singh

are the Registered Holder of 5 (Five) fully paid up share of Rs. 50/- (FIFTY) numbered from 66 to 70 both inclusive

Geeta Abhas Co-op. Housing Society Ltd  
MIRA ROAD (EAST), subject to the Bye-laws of the said Society.

SEVEN under the COMMON Seal of the said Society at MIRA ROAD (EAST) on the 17th day of September 2000.



RS. 250

S.P. Ray  
CHAIRMAN

स.भीर. सिन्हा  
SECRETARY

[Signature]  
TREASURER /  
COMMITTEE MEMBER

P. I. O.

Proprietor

For DEW POINT ENGINEERS

For DEW POINT ENGINEERS

[Signature]

# MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Date of General Body/ Managing Committee Meeting at which Transfer was approved	To whom Transferred	Sr. No. In the Share Register at which the transfer of shares held by the Transferor are Registered	Sr. No. In the Share Register at which name of the Transferee is recorded
2	3	4	5
10.06.2003 CHAIRMAN	M. Kannankar Vargese HON. SECRETARY	14	COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM
CHAIRMAN	HON. SECRETARY		COMMITTEE MEM

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Date



**Vastukala Consultants (I) Pvt. Ltd.**

121, 1st Floor, Ackruti Star, Central Road, MIDC, Andheri (E), Mumbai - 400 093

Branch Manager,  
State Bank of India  
SMECCC Prabhadevi Branch  
SMECCC Prabhadevi Centre, 4th Floor,  
Ravindra Natya Mandir, Sayani Road, Near  
Siddhi Vinayak Temple, Prabhadevi,  
Mumbai - 400 025, State - Maharashtra, Country - India.

**VALUATION REPORT (IN RESPECT OF FLAT)**

I		General
1.	Purpose for which the valuation is made	: As per the request from State Bank of India, RACPC Ghatkopar (West) Branch to assess market value of the property for SARFAESI Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 purpose.
2.	a) Date of inspection	: 21.08.2021
	b) Date on which the valuation is made	: 23.08.2021
3.	List of documents produced for perusal: i) Copy of Agreement for Sale dated 29.05.203 ii) Copy of Share Certificate No. 014 transferred dated 10.06.2003	
4.	Name of the owner(s) and his / their address (es) with Phone no. (details of share of each owner in case of joint ownership)	: <b>Mr. Kannankara Vargese Mathew</b>  <b>Address:</b> Residential Flat No. 302, 3 <sup>rd</sup> Floor, 'K' Wing, "Geeta Abhas Co-op. Hsg. Soc. Ltd.", Geeta Nagar Phase VII, Opp. Fly Over Bridge, Kashimira Road No. 3, Village Mira – Bhayander, Mira Road (East) – 401 107, Taluka & District Thane, State - Maharashtra, Country - India.  <b>Contact Person:</b> Mr. Kannankara Vargese Mathew (Owner) Contact No.: 9167485471  Single Ownership
5.	Brief description of the property (Including Leasehold / freehold etc.)	: The property is a Residential Flat is located on 3 <sup>rd</sup> floor. The composition of flat is having Living Room + Kitchen + 2 Bedrooms + 2 Toilets. The property is at 2.1 KM. distance from nearest railway station Mira Road.
6.	Location of property	:
	a) Plot No. / Survey No.	: Survey / Hissa No. 540/7, 542/1, 550/4, 543/1(part), 543/1

