

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन २०१५

वसई-१	दस्त क्र.		
	५८३	९	८९
			२०१५/२१

- १) दस्ताचा प्रकार : कराजनामा अनुच्छेद क्रमांक : \_\_\_\_\_
- २) सादरकर्त्याचे नांव : श्री. मनोज जगदीश बुधिया
- ३) तालुका : वसई ४) गांवाचे नांव : सातीवली
- ५) नगरभुमापन क्रमांक/सर्व्हे नं./अंतिम भुखंड क्रमांक : २३/२, २५/१, २, ३
- ६) मूल्य दरविभाग (झोन) : ३४.४००१ उपविभाग : \_\_\_\_\_
- ७) मिळकतीचा प्रकार :- खुली जमिन/निवासी/कार्यालय/दुकान/औद्योगिक
- ८) दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- १२९७ चौफूट कारपेट/बिल्टअप/सुपर बिल्टअप/चौ. मिटर/फुट.
- ९) कार पार्किंग : \_\_\_\_\_ गधी : \_\_\_\_\_ पोटेमाळा : \_\_\_\_\_
- १०) मजला क्रमांक : परिभा उदवाहन सुविधा :- आहे / नाही.
- ११) बांधकाम वर्षे : नवीन घसारा : \_\_\_\_\_
- १२) बांधकाम प्रकार :- आर. सी. सी. / इतर पळे / अर्धे पळे / कच्चे.
- १३) बाजार मूल्य तक्क्यातील मार्गदर्शक सुचना क्र. :- \_\_\_\_\_ ज्यान्वये दिलेली घट / वाढ.
- १४) लिट्ट अॅन्ड लायसन्साचा दस्त :  
निवासी / अनिवासी
१. प्रतिमाह भाडे रकम : \_\_\_\_\_
२. अनामत रकम/अगावू भाडे : \_\_\_\_\_
३. कालावधी : \_\_\_\_\_
- १५) निर्धारित केलेले बाजारमूल्य :- ५९,१०,५००/-
- १६) दस्तमध्ये दर्शविलेला मोबदला :- ५९,१०,५००/-
- १७) देय मुद्रांक शुल्क :- २,९५,५००/- १८) भरलेले मुद्रांक शुल्क :- २,९५,५००/-
- १९) देयक नोंदणी फी :- ३०,०००/-

लिपिक

सह दुर्यम् निबंधक

प्रतिज्ञा / घोषणा पत्र

- मी/आम्ही १. श्री./श्रीमती मनोज जगदीश बुधिया
२. श्री./श्रीमती \_\_\_\_\_
३. श्री./श्रीमती \_\_\_\_\_

सत्य प्रतिज्ञेवर कथन करितो की, दस्तऐवजाची विषयवस्तू असलेली मिळकत ही यापूर्वी खरेदी देणान्याने कोठेही विक्री, गहाण, दान, लिज, मुखत्यार, पोटी वा इतर अन्य प्रकारे कोठेही जडजोखमामध्ये गुंतविलेली नाही. यांची नोंदणी कायदा - १९०८ मधील असणाऱ्या शोध (Serach) तरतुदीनुसार खात्री करून घेतलेली आहे. तसेच सादर मिळकत ही खरेदी-देणार यांच्याच मालकीची आहे. याबाबत सुध्दा अभिलेख पाहून खात्री करून घेतलेली आहे. या मिळकतीबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी माझी / आमची राहिल याची मी / आम्ही हमी देतो.

HD/18/18/20

१. \_\_\_\_\_
२. \_\_\_\_\_
३. \_\_\_\_\_

खरेदी घेणार (Purchaser)



वसई-१			
क्र.सं.	वस्तु क्र.	२	२६
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घोषणापत्र / शपथपत्र

मी/आम्ही खानील सही करणार मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, न. रा. पुणे यांचे दि. ३०.११.२०१३ रोजीचे परिपत्रक वाचून असे घोषित करतो की, नोंदणीसाठी नादर केलेल्या दस्तऐवजामधील मिळकत हि फसवणूकद्वारे अथवा दुवार विक्री होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणारे / कुलमुखत्यारधारक हे खरे असून याची आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम न्वाक्षरीसाठी घेऊन आलो आहे.

सदर नोंदणीचा दस्तऐवज निष्पादित करताना नोंदणी प्रक्रियेनुसार आमच्या जवाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार/कब्जेदार हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (P. A. Holder) लिहून देणार हे त्यात आहेत व उक्त कुलमुखत्यारपत्र अद्यापही अस्तीत्वात आहे व ते आजपावतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीत इतर हक्क, कर्ज, बँक वोजे, विकसन वोजे, शासन वोजे व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आम्ही आमच्या आर्थिक व्यवहार पूर्ण करून दस्तऐवज साक्षीदारा समक्ष निष्पादित केलेला आहे.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेले पूरक कागदपत्रे हे खरे आहेत व मिळकतीचा हस्तांतरणवावत कोणत्याही मा. न्यायालय/शासकीय कार्यालयाचा ननाई नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार वाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम १९६१ चे नियम ४४ व वेळोवेळी न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे हे नोंदणी अधिकारी यांची जवाबदारी नाही. याची आम्हास पूर्ण पणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक/वनावटीकरण/संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणून नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/ आम्ही घोषणापत्र / शपथपत्र लिहून देत आहोत. भविष्यात मी/आम्ही नोंदविण्यात आलेल्या व्यवहारात कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली/दुडविली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उदभवल्यास त्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक व ओळख देणारे जवाबदार राहणार आहोत. याची आम्हास पूर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचे गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदानुसार कोणतेही गुन्हे घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार नोंदणी दंड संहिता १९६० मधील नमूद असलेल्या ७ वर्षांच्या शिक्षेस आम्ही याची मला/आम्हाला पूर्णपणे जबाबीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र लिहून जोडत आहोत.

लि. देणार

*(Signature)*

लि. घेणार

H.D. M...  
१०/११/२०१३



CHALLAN  
MTR Form Number-6

वसई-१			
कुलक	वस्त क्र.		
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२०१५			

GRN	MH001638845201516E	BARCODE			Date	17/06/2015-11:06:08	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Non-Judicial Customer-Direct Payment			TAX ID (If Any)						
	Sale of Non Judicial Stamps IGR Rest of Maha			PAN No. (If Applicable)						
Office Name	VSI1_VASAI NO 1 SUB REGISTRAR			Full Name	MR MANOJ JAGDISH BUDHIA					
Location	THANE			Flat/Block No.	SURVEY NO 23 24					
Year	2015-2016 One Time			Premises/Building						
Account Head Details			Amount In Rs.	Road/Street	AREA 1297 SQ FT					
0030046401	Sale of NonJudicial Stamp		294700.00	Area/Locality	SATIVALI					
				Town/City/District						
				PIN	4	0	1	2	0	8
				Remarks (If Any)	PAN2--PN=MS NANDA INFRASTRUCTURES-C					
					A=					
				Amount In	Two Lakh Ninety Four Thousand Seven Hundred Rupees					
Total			294700.00	Words	Only					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	REF No.	69103332015061710442		65581370		
Cheque/DD No				Date	17/06/2015-11:08:08					
Name of Bank				Bank-Branch	IDBI BANK					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Mobile No. : Not Available

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वसई-१	
दस्तावेज क्र.	४८८३
४८८३	४८८३
४८८३	

CHALLAN  
MTR Form Number-6

GRN	MH001639004201516E	BARCODE	[Barcode]				Date	17/06/2015-11:09:39	Form ID
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Registration Fees			TAX ID (If Any)					
	Ordinary Collections IGR			PAN No. (If Applicable)					
Office Name	VSI1_VASAI NO 1 SUB REGISTRAR			Full Name		MR MANOJ JAGDISH BUDHIA			
Location	THANE								
Year	2015-2016 One Time			Flat/Block No.		SURVEY NO 23 24			
Account Head Details		Amount In Rs.		Premises/Building					
0030063301 Amount of Tax		30000.00		Road/Street		AREA 1297 SQ FT			
				Area/Locality		SATIVALI			
				Town/City/District					
				PIN		4 0 1 2 0 8			
				Remarks (If Any)					
				PAN2--PN=MS NANDA INFRASTRUCTURES-C					
				A=					
				Amount In		Thirty Thousand Rupees Only			
Total			30000.00	Words					
Payment Details			IDBI BANK			FOR USE IN RECEIVING BANK			
Cheque/DD Details			Bank CIN		REF No.	69103332015061710453		65581640	
Cheque/DD No			Date		17/06/2015-11:10:22				
Name of Bank			Bank-Branch		IDBI BANK				
Name of Branch			Scroll No. , Date		Not Verified with Scroll				

Mobile No. : Not Available



MS

वसई-१			
पुस्तक	दस्त क्र.		
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वसाई लेखा संख्या / PERMANENT ACCOUNT NUMBER

AABPB2960R



नाम / NAME

MANOJ BUDHIA

पिता का नाम / FATHER'S NAME

JAGDISH PRASAD BUDHIA

जन्म तिथि / DATE OF BIRTH

22-12-1962

हस्ताक्षर / SIGNATURE

आयकर निदेशक (प्रणालि)

DIRECTOR OF INCOME TAX (SYSTEMS)

## INDEX

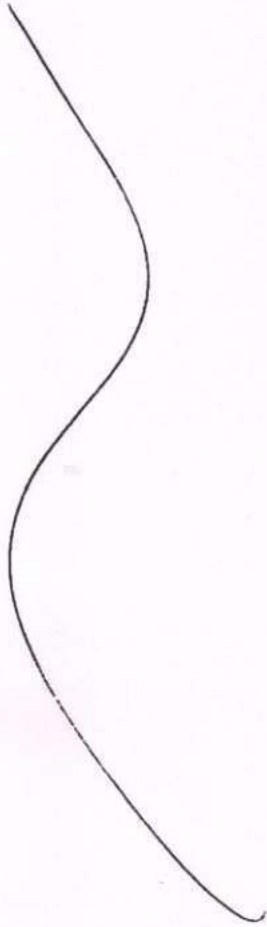
Village	SATIVALI
Taluka	VASAI
Survey No.	S. No. 23 H. No. 2 & S. No. 24 H. No. 1 & 2 & 3
Unit No.	105, FIRST FLOOR, SAATVIK
Area of Unit	1297 SQ. FT. (BUILT UP)
Agreement Value	Rs. 49,10,500/-
Market Value	Rs. 49,10,500/-
Stamp Duty	Rs. 2,94,700/-
Vendor Name	M/s. NANDA INFRASTRUCTURES
Purchaser Name	Mr. MANOJ JAGDISH BUDHIA
Vendor Pan No.	AAHFN6311Q
Purchasers Pan No.	AABPB2960R
Registration office	Vasai - I
Building Name	SQUARE INDUSTRIAL PARK BUILDNG NO. 1 "SAATVIK"

## AGREEMENT FOR SALE

This Articles of Agreement made and entered at Vasai this 17<sup>th</sup> day of JUNE the year 2015 BETWEEN M/s. NANDA INFRASTRUCTURES, Address at : Gala No.1A, Bldg - 3, S. No. 23/24, Tungareshwar Phata, Sativali, Vasai (East), Thane - 401 208. hereinafter referred to as "THE BUILDERS" (which expressions shall unless it be repugnant to the context or meaning thereof demand to mean and include his respective heirs, executors, the administrators and assigns) of the ONE PART.



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वसई-९		
दस्तावेज क्र.	५८८३	७६६
२०१५		

AND

**Mr. MANOJ JAGDISH BUDHIA**, having address at: -303, Silver Oak, Raheja Willows, Akurli Road, Near Mahindra Gate No.4, Lokhandwala, Kandivali (E) - 400101. hereinafter referred as **"THE PURCHASER"** (which expressions shall unless it be repugnant to the context or meaning thereof demand to mean and include his respective heirs, executors, the administrators and assigns) of the **OTHER PART**.

WHEREAS

- a) 1) Smt. Laxmibai Shantaram Hinga, 2) Smt. Bisturi Keshav Pandhara, legal heirs of the Late Mr. Manglya Nago Mokakshi, was the original owner of the Land bearing 1) Survey No. 24, Hissa No.1, Area admeasuring (H. R.) 0-20-2, plus Potkharaba 0-14-2, Total (H. R.) 0-34-4, Assessment (R.P) 3-65 & 2) Survey No.24, Hissa No.2, Area Admeasuring (H. R.) 0-72-3, Assessment (R. P) 7-60, Total 1-06-7 (H. R.) Out of which 0-98-8 (H. R) of Village - Sativali, Taluka - Vasai, within the limits of Vasai Sub - Registrar (hereinafter call the **"SAID PROPERTY"** and more particularly described in the first Schedule hereunder written.
- b) And Whereas 1) Smt. Laxmibai Shantaram Hinga, 2) Smt. Bisturi Keshav Pandhara, legal heirs of the Late Mr. Manglya Nago Mokakshi, belongs to scheduled tribe (S.T.) (Adivasi Community) has agreed to sell the **"SAID PROPERTY"** to 1) Mr. Sudhakar Dwarkanath Kadam, & 2) Mr. Ganesh Sudhakar Kadam, and Whereas the said property was subject to provision of u/s 36 & 36A of the M.L.R. Code 1966 as well as u/s 43 of the B.T. & A.L. Act therefore 1) Mr. Sudhakar Dwarkanath Kadam, & 2) Mr. Ganesh Sudhakar Kadam, had obtained the necessary permission from the Government Authority viz Order No. Advast. 2707, dated 02/04/2015 - K - 148 / L - 9, Revenue & Forest Division, on date 02/04/2015

②  
Nanda



3/P 10/50.			
503		5	RE
3084		and Order No.	

Masha/Office-4/T-9/Tenancy/CR - 207/08, Konkan Division, on dated 12/05/2008 and Order No. Masha/Office-4/T-9/Kulvahivat/SR - 208, Collector Office of Thane, on dated 13/01/2009 and had executed conveyance deed of the said property dated 07/03/2009 vide registration no. 2078/2009. And accordingly 1) Mr. Sudhakar Dwarkanath Kadam, & 2) Mr. Ganesh Sudhakar Kadam, herein have become absolute owner of the "SAID PROPERTY".

c) And Whereas Mr. Ankush Pralhad Kotmire has Purchased "SAID PROPERTY" from 1) Mr. Sudhakar Dwarkanath Kadam, & 2) Mr. Ganesh Sudhakar Kadam, vide conveyance deed Regn No. 2079-2009 dated 15/06/2009 and since from the date of Conveyance Mr. Ankush Pralhad Kotmire is in use, occupation, enjoyment and possession of the said Lands being absolute owner of the "SAID PROPERTY".

d) And Whereas the Builder herein has purchased the said property from 1) Mr. Ankush Pralhad Kotmire, vide Conveyance Deed Registration No. 06716/2010 dated 30/04/2010 and accordingly has become owner of the "SAID PROPERTY".

e) 1) Smt. Laxmibai Shantaram Hinga, 2) Smt. Bisturi Keshav Pandhara, legal heirs of the Late Mr. Manglya Nago Mokakshi, was the original owner of the Land bearing 1) Survey No. 24, Hissa No.1, Area admeasuring (H. R.) 0-20-2, plus Potkharaba 0-14-2, Total (H. R.) 0-34-4, Assessment (R.P) 3-65 & 2) Survey No.24, Hissa No.2, Area Admeasuring (H. R.) 0-72-3, Assessment (R. P) 7-60, Total 1-06-7 (H. R.) Out of which 0-98-8 (H. R) of Village - Satwadi, Taluka - Vasai, within the limits of Vasai Sub - Registrar hereinafter call the "SAID PROPERTY" and more particularly described in the first Schedule hereunder written



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Nanda



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- f) And whereas as per the record of VASAI VIRAR CITY MUNICIPAL CORPORATION (VVMC) the "SAID property is in under Industrial Zone. Hereunder called "The Planning Authority". Therefore the said planning Authority has given Commencement Certificate to the Said Builder vide Order No. VVMC/TP/CC/VP-0401/1776/2011-12 dated 09/11/2011.
- g) And whereas the said Planning Authority has Sanctioned/ Permitted to the said Builder to Built 5 Industrial Buildings i.e. Bldg. No. 1 (Plot A) (G+1 Upper Floor) area admeasuring 2206.95 sq. Mts., Bldg no. 2 (Plot A) (G+1 Upper Floor) area admeasuring 2184.46 Sq. Mts., Bldg. No. 1 (Plot B) (G+1 Upper Floor) area admeasuring 2371.96 sq. Mts., Bldg no. 2 (Plot B) (G+1 Upper Floor) area admeasuring 1800.26 Sq. Mts., Bldg. No. 1 (Plot C) (G+2 Upper Floors) area admeasuring 2067.16 sq. Mts., altogether F.S.I. 10990.27 Sq Mts. to the said Builder vide its order No. VVMC/TP/CC/VP - 0401/1776/2011-12 dated 09/11/2011 & on 13/09/2014 the planning authority has sanctioned revised development permission for 5 Industrial Buildings i.e. Bldg. No. 1 (old sanctioned name (Plot A - Bldg 1) (G+2 Upper Floor) area admeasuring 2446.66 sq. Mts., Bldg no. 2 (old sanctioned name (Plot A - Bldg 2) (G+2 Upper Floor) area admeasuring 2424.17 Sq. Mts., Bldg. No. 3 (old sanctioned name (Plot B - Bldg 1) (G+2 Upper Floor) area admeasuring 2629.04 sq. Mts., Bldg no. 4 (old sanctioned name (Plot B - Bldg 2) (G+2 Upper Floor) area admeasuring 2013.38 Sq. Mts., Bldg. No. 5 (old sanctioned name (Plot C - Bldg 1) (G+2 Upper Floors) area admeasuring 2067.16 sq. Mts., altogether F.S.I. 11580.41 Sq Mts. to the said Builder vide its order No. VVMC/TP/CC/VP-0401/0162/2014-15.
- h) And whereas in pursuance to the Conveyance Deed dated 30/04/2010 Vide Registration. No. 06716/2010 the Last owner

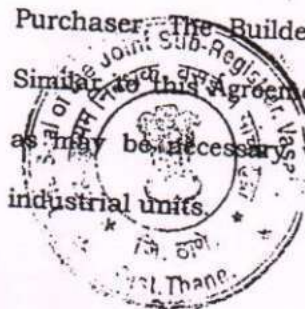


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therein handed over and put the Builders herein vacant and peaceful possession of the said property and the Builders on the said property and the Builders herein has absolute right to Construct the said Buildings on the "SAID PROPERTY" as per sanctioned plan and to sale the Industrial Units on ownership basis and of enter the agreement for sale and to receive consideration from the prospective purchaser/s and appropriate the same as the builders herein deems fir and proper.

- i) In the premises of aforesaid the Builders are absolutely seized and possessed of or otherwise well and sufficiently entitled to the Property.
- j) The Builder herein has appointed Sanjay S. Narang EN-CON as their Architects and Structural Engineers for the purpose of preparation of plans, supervision of the construction of the Buildings and looking after Structural designs and building plans as per approved by the planning Authority.
- k) The purchaser/s has taken inspection of the documents and plans herein before recited and has acquainted and condition and convenient there in contained and also other documents such as Layout Scheme referred to herein and plans, designs and the specifications of the said Buildings proposed to be constructed and /or under construction.
- l) The Builder has supplied to the purchaser/s such other documents in rule of the Maharashtra Ownerships Flat Rules 1963 (hereinafter called "The Said Rules") as demanded by the Purchaser. The Builders are entering into separate Agreement Similar to this Agreement with such modification of verifications as may be necessary with various persons in respect of other industrial units.



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m) The Purchasers have agreed to acquire Industrial Unit bearing No.

**105** On the **First Floor**, Admeasuring **1297 Sq. Ft.**, Built up/Carpet Area in the **Building No.1** as "**SAATVIK**" to be constructed on the said land more particularly described in the Schedule III hereunder written (hereinafter referred to as "**THE SAID INDUSTRIAL UNIT**") for a Total Consideration of **Rs.49,10,500/- (Rupees Forty Nine Lack Ten Thousand Five Hundred Only)**. The purchasers have agreed to purchase the said Industrial Unit with full notice and knowledge of the several facts on the terms and conditions hereinafter appearing. The Purchasers shall not be entitled to further investigate the title of the Builders to the said Land. The Purchasers have inspected the site of the said Building.

n) The purchasers prior to the execution of this agreement have paid to the Builders as sum of **Rs.10,10,500/- (Rupees Ten Lack Ten Thousand Five Hundred Only)**. As Part Payment of the total consideration of **Rs.49,10,500/- (Rupees Forty Nine Lack Ten Thousand Five Hundred Only)**. (The payment and receipt thereof the Builders do hereby admit and acknowledge and the purchasers have agreed to pay to the Builders balance of the sale price in the manner herein after appearing).

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**NOW THIS PRESENT WITNESS AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS UNDER:**

- 1) The Builders hereby agree to sell to the Purchasers and the Purchasers hereby agree to purchase from the Builders Industrial Unit bearing No. **105** on the **First Floor**, admeasuring **1297 Sq. Ft.**, Built up / Carpet area (which shall hereinafter be called the said Industrial Unit in the said building) in the building known as, **Building No.1 as "SAATVIK"** in and as per plans and specifications seen and approved by them and as per schedule III written hereunder. It is also agreed that the Builders may make such variations and modification therein as may be lawfully required to be done by Government, VVCMC, Gram Panchayat and Nagar Parishad of any other local authority after informing the Purchasers about the same. Such variations and modifications shall, however, not cause any prejudice to the Purchasers interest under this agreement.
- 2) The Purchasers hereby agree and the sellers herby agree to sell the said Industrial unit in the said building for the total consideration of **Rs.49,10,500/- (Rupees Forty Nine Lack Ten Thousand Five Hundred Only)**. The purchase price is inclusive of the proportionate price of common areas and facilities of the said building. The said purchasers have paid to the builders a sum of **Rs.10,10,500/- (Rupees Ten Lack Ten Thousand Five Hundred Only)**. as and by way of part payment (the receipt whereof the Builders do hereby accept and acknowledge). The balance of the said purchase price Viz **Rs.39,00,000/- (Rupees Thirty Nine Lack Only)**. shall be paid by the purchasers to the Builders in the following manner:-



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- i) 40% on or before execution of these agreement
  - ii) 20% on or before completion of Plinth
  - iii) 20% on or before completion of First Slab.
  - iv) 10% on or before completion of Second Slab.
  - v) 5% on or before completion of Brick work, plumbing & Plaster work.
- 3) 5% at the time of possession. The purchasers agree to pay all amounts payable under the terms and conditions of this agreement within 15 days of the date of Receipt of the Demand in writing. Time in this respect is the essence or the contract. The Builders will not be responsible for any delay in the completion of the building and possession of the Industrial Unit caused due to delay in payment on the part of the Purchasers.
- 4) The Builders agree to hand over the possession of the said Industrial Units to the Purchasers on or before \_\_\_ day of \_\_\_\_\_, 2015, subject however, to any act of god such as earthquake, flood or any other natural calamity, act of terror, war or any other cause beyond the control of the builders and subject to the payments of all the amounts due and payable by the purchasers under this agreement.
- 5) The Purchasers shall on or before delivery of possession of the said premises keep deposited with the builders the following further amounts:-
- i) Rs. \_\_\_\_\_/- Legal charges.
  - ii) Rs. \_\_\_\_\_/- Share money, Entrance fee of the society.
  - iii) Rs. \_\_\_\_\_/- Charges for Formation & Registration of the Society.
  - iv) Rs. \_\_\_\_\_/- Deposit to Pay MSEB for Electric Meter (Rs. 5000/HP)

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v) Rs. \_\_\_\_\_/- Advance towards Maintenance Charges (Six Months Advance) against Property Taxes, Electricity, Water & Maintenance Charges.

**Total Rs.** \_\_\_\_\_/-

- 6) The Builders shall utilize the sum of Rs. \_\_\_\_\_/- (as shown in clause 5 hereinabove) paid by the Purchasers to the Builders for meeting all legal costs, charges and expenses including reasonable professional fees of the Advocates of the Builders in connection with formation and registration of the Society, preparing its rules, regulations and bye laws and Deed of Conveyance, as the case may be. The accounts duly audited of all such expenditure incurred as stated in clause (5) hereinabove shall be furnished to the proposed society within 30 days of its registration and formation.
- 7) The Purchasers hereby agree that in case of any default in making the payment within the stipulated time the Purchasers shall be entitled to terminate this agreement by a 15 days' notice in writing and that they shall pay to the builders @ 24% p.a. on all the amount from due date till the date of payment. Likewise the Builders shall pay to the purchasers an amounts equivalent to interest @ \_\_\_\_\_ % p.a. on the amounts paid by the purchasers to the builders in case there is delay in giving possession of the premises purchased by the purchasers on termination of this agreement at instances of the purchasers subject to the provisions of clause No.4 hereinabove.
- 8) The tenure of the said land is free hold.
- 9) The purchases shall at the time of registration of conveyance in respect of the industrial unit pay a sum towards the stamp duty and registration charges payable to the Government at the rates as applicable at the time of registration.



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- 10) The purchasers shall take possession of the Industrial units within 7 (seven) days of the Builders giving written notice to the Purchasers intimating that the said Unit is ready for use and occupation.
- 11) It is expressly agreed by the purchasers that right if the purchasers under this agreement is only restricted to the premises agreed to be acquired by the purchaser and builders shall be entitled or to construct the structure including additional floors as permitted by authority and also to develop the same. All such purchasers who may purchase the units at any time shall become members of the proposed Society.
- 12) On the Purchasers committing default in payments on due date of any amount due and payable by the Purchasers to the Builders under this Agreement (including their proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchasers committing breach of any of the terms and conditions herein contained, the builders shall be entitled at their own option t terminate this Agreement PROVIDED ALWAYS THAT THE POWER of termination hereinbefore contained shall not be exercised by Builders unless and until the Builders shall given to the Purchasers 15 (fifteen) days prior notice in writing of their intention to terminate this Agreement and of the specifying the breach or breaches of terms and conditions in respect of which such termination is intended in order to enable the Purchasers to rectify such breach or breaches within the stipulated time.
- 13) The purchasers along with other purchasers of Industrial Units in the building shall join in forming and registering the Society, to be known as **Building No. 1** as "SAATV" Purchasers shall at the time of execution of this agreement sign

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and execute the application for registration and membership of the proposed Society and other all papers and documents necessary for the formation and registration of the society and for becoming its member, including bye-laws of the proposed society and duly fill in, sign the same so as to enable the Builders to get the said society registered within the time limit prescribed by provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964, No objection shall be taken by the Purchasers if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- 14) Commencing a week after notice in writing is given by the builders to the purchasers, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of Industrial Units) of the outgoings in respect of the said land building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repair and salaries of staff, and all other expenses necessary and incidental to the management and maintenance of the said land / building. Till the Society is formed and the said building transferred to it, the Purchasers shall pay to the Builders such proportionate share of outgoings as may be incurred. The purchasers shall pay to the Builders provisional monthly contributions of Rs. \_\_\_\_\_/- per month towards the outgoings. The Purchasers agrees to pay Rs. \_\_\_\_\_ being their share of outgoings for six months at \_\_\_\_\_ time possession subject to final accounts such proportionate share of outgoings for six months shall be paid in



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advance and Purchasers shall not withhold the same for any reason whatsoever.

- 15) The Purchasers for themselves with intention to bring all persons into whatsoever hands the Industrial unit may come, do hereby covenant with Builders as follows:-
- a) To maintain the Industrial units at their own cost in good tenable repairs and condition from the date of possession of the Industrial units and shall not do or suffer to be done anything in or the building in which the industrial units are situated, staircase or any passage which may be against the rules, regulation or bye-laws of the concerned local or any other authority change / alter or matter addition in or to the building in which the Industrial units are situated and in the industrial Units itself of any part thereof.
- b) Not to store in the Industrial Units any goods which are hazardous, combustible or of dangerous nature or are heavy so as to damage the construction or structure, of the building in which the Industrial Units are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the building in which the Industrial units are situated or to the Industrial units. In case of negligence or default on the part of the Purchasers they shall be liable to the consequences of such breach.
- c) To carry, at their own cost, all internal repairs to the Industrial Units and maintain the Industrial Units in the good state and order in which it was delivered by the Builders to the Purchasers and shall not do or cause to be done anything in or



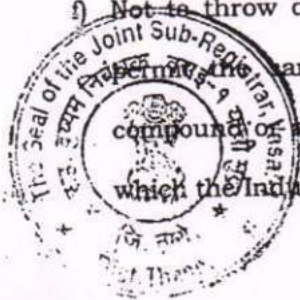
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to the building in which the Industrial Units is situated in violation of the rules and regulations of the concerned local authority or other public authority and bye-laws of the proposed society. And in the event of the above provision, the Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Industrial Units or any part thereof, nor at any time make or cause to be made any addition or alteration or permanent nature, nor any alteration in the elevation and outside colour scheme of the building in which the Industrial units are situated and shall keep the portion, sewers, drains, pipes in the Industrial units and appurtenance thereto in good tenantable repairs and conditions and in particular, so as to support, shelter and protect the other parts of the building in which the Industrial units are situate and shall not chisel or in any other manner do damage to columns, beams, walls, slabs or RCC, parapet wall or make other charges in the Industrial Units without the prior written permission of the Builders and/or the Society.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance or the said land and the building in which the Industrial Units is situated or any part thereof or whereby any increased insurance premium shall become payable in respect of the buildings.

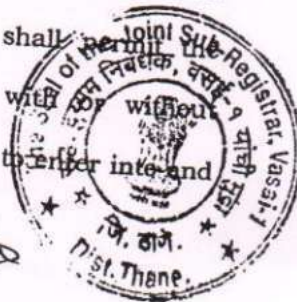
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or any other material in the name to be thrown from the said Unit in the compound or any portion of the said land and the building in which the Industrial Units are situated.



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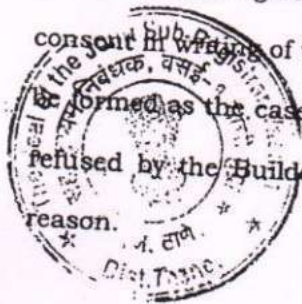
- g) Pay to the Builders wherever demanded by the Builders their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Industrial Units is situated.
- h) The Purchasers shall not let, sublet, transfer, assign or part with the Purchaser's interest in or benefit of this agreement or part with the possession of the Industrial Units until all the dues payable by the Purchasers to the Builders under this agreement are fully paid up only if the Purchasers have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchasers have intimated in writing to the Builders.
- i) The purchasers shall observe and comply with all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Industrial Units therein and for the said Industrial Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The purchasers shall also observe and perform all the stipulations and conditions lay down by the Society regarding the occupation and use of the Industrial Units in the building and shall pay and contribute regularly the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) Till a deed of conveyance of building in which Industrial Units are situated is executed the Purchaser's shall permit the Builders and their surveyors and agents with their workmen and others at all reasonable times, to enter into and



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upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

- 16) The Builders without effecting or prejudicing the rights or interest of the said purchase of the Industrial Units Under this agreement shall be at liberty to sell assign, and/or otherwise deal with their interest in the foresaid land and building and any part thereof.
- 17) If hereinafter any charges are levied by or payment required to be made any Government authorities or local body either on the building or otherwise the Purchasers on being called upon by the builder will pay to the Builders their share thereof at or before or after taking possession of the same Unit as may be required or demanded by the builders.
- 18) The builders shall in respect of any amount liable to be paid by the Purchasers under the terms and conditions of this Agreement, have a first lien and charges on the said Industrial Units to be acquired by the purchasers till all the amounts due and payable by the purchasers under this agreement are paid to the builders and shall have no interest and or right of whatsoever nature and the purchasers shall not let, sublet, sell, transfer, assign, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with the possession of the said Industrial Units or any part thereof acquired under this Agreement nor shall assign, mortgage, charges or in any way encumber or deal with in any manner whatsoever their rights, benefits of this Agreement or any part thereof until they obtained consent in writing of the builders or the Co. op Society which may be formed as the case may be provided such consent shall not be refused by the Builders/Society without any Valid and justified reason.



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- 19) The Purchasers shall not be entitled to claim partition of their share in the said land and/or the said building and the said building and the same shall always remain undivided and indivisible.
- 20) The Purchasers hereby convent with the Builders to pay all the amount to be paid by the Purchasers and reserved under the Agreement and jeep the Builders indemnified against the said Covent and conditions except so far as the same ought to be observed and performed by the Builders.
- 21) The Purchasers along with the other purchasers of Industrial Units in the building shall join in forming and registering the society to be known as **"SAATVIK Co-operative Society Ltd."** or other name as approved by registering authority and for this purpose also from time to time sign and execute any documents necessary for the formation and registration of the society.
- 22) The said Complex shall be always as **"SQUARE INDUSTRIAL PARK"** and the said Building shall be always as **"SAATVIK"** and these names shall not be changed at any reason whatsoever.
- 23) The Builders shall cause the original owner to transfer the said land described in schedule hereunder written with the Building to be constructed by the Builders along with other building on the said land to the Society.
- 24) In the event of the Society being formed and registered before sake and disposal of all the Industrial Units or before utilization of the full F.S.I. in the said BUILDING by the Builders, as aforesaid, the powers and authority of the society subject to builders' right to utilize the full F.S.I. if any

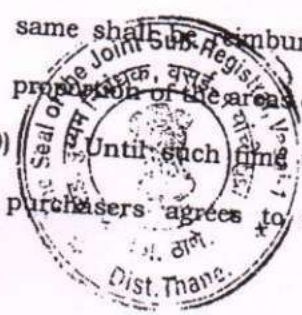
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- 25) The Builders shall have rights to make additional structure in the said Building as may be permitted by Government and other competent authorities. Such additional structures will be the sole property of the Builders and the Builders shall be entitled to dispose-off such additional units constructed by them in any way they choose. The purchasers of the other Units shall however, be liable to become members of the proposed Society.
- 26) The Purchasers have no claim save and except in respect of the particular Industrial Units have hereby agreed to be acquired, open spaces, wall garden, parking place, still, lobbies, staircase, and terrace etc. will remain the property of the proposed Society. Terrace will belong to the terrace Units Purchasers.
- 27) The transfer deed and/or the Conveyance and all other documents shall be prepared by the Advocates and Solicitors of the Builders or their predecessors in title and shall contain the Covenants and conditions incorporated in this agreement with such reasonable modifications, alteration therein as the Builders or their predecessor in title deems fit and proper without adversely affecting the rights and interests of the Purchasers and the proposed Society under this Agreement.
- 28) Until the transfer as aforesaid, the Purchasers shall hold the said unit subject to the same obligations and conditions and provisions contained in the Agreement.
- 29) The Purchasers hereby agree that in the event of the amount by way of betterment charges or development tax or any other tax or payment a similar nature paid by the Builders the same shall be reimbursed by the purchaser to the Builders in proportion of the area of the Industrial Units.
- 30) Until such time the transfer is executed as aforesaid the purchasers agree to abide by all the reasonable rules and



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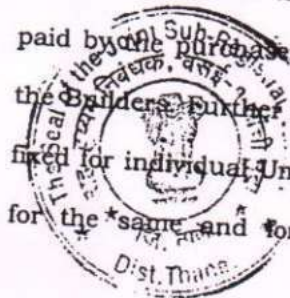
regulations framed or to be framed be the Builders at any time and from to time and at all times generally to do all and every reasonable act that the Builders may call upon the purchasers to do in the interest of said property and the holders Industrial Units.

- 31) The Purchasers shall sign all papers and documents and do all other things that builders may think necessary and reasonable for carrying out the purpose of this Agreement from time to time.
- 32) The Costs, charges and expenses in connection with the stamp duty on conveyance, assignment to transfer Deed and registration charges of the same and of all the agreement, writing, transfer and all other documents required to be made and executed by the Builders as well as the reasonable professional costs payable by the Builders in preparing and approving all such documents shall be done and paid by the purchasers along.
- 33) The Purchasers shall also pay their proportionate share of insurance premium to keep the building in the said property insured against loss or damages by the fire and other foreseeable risks and to get any capital redemption policy in sum equivalent to total price of all Industrial Units in the said building on a company to be approved by the Builders in rebuilding or repairing the said building for keeping the said building in good conditions.
- 34) The Purchasers shall not at any time do or cause to be done or permitted to do any nuisance or annoyance in or upon the premises or anything which shall cause annoyance, inconvenience, hindrance or disturbance to the Holders of other Industrial Units and/or the property in the neighborhood.
- 35) The Builders shall get all the documents pertaining to registration of the Society by the purchasers' simultaneous executing of this Agreement.



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- 36) If the Builders are not able to give possession of the said Industrial Units owing to any unavoidable circumstance beyond the control of the Builders, the purchasers shall not be entitled to claim any damages and/or compensation of the nature whatsoever but shall be entitled to terminate this agreement and to receive back the money paid by them with 9% Interest p.a. from the date of payment till the date of the refund. This provision is without prejudice to the rights of the respective parties.
- 37) The Purchasers agree that they shall not hold the Builders liable for the additions or improvements that they may be made in the additions or improvements that they may be made in the Original plans which improvements shall not materially affect the position or dimensions of the Industrial units agreed to be acquired by the purchaser and their other rights to common amenities.
- 38) The builders hereby covenant with the purchasers that subject it purchasers paying all monies and the due under this agreement and carrying out their obligations and covenants under this agreement, the purchasers shall peacefully hold and enjoy the said Industrial Units without any interruption by the Builder or any person lawfully claiming by through under or in trust for them.
- 39) In case security Deposit demanded by Government, Local body or Electricity Supplying Company or other authorities concerned before or after giving the water connection and/or electric connection to the proposed Building the same shall be paid by the purchasers on proportion basis to be worked out by the Builders. Further in case the Authorities require meters to be fixed for individual Units or otherwise in this respect the charges for the same and for such connection shall be paid by the



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Purchasers alone. The Purchasers shall pay their share of the Security Deposit, water bill, electric charges and meters within week of the demand being made by the Builders.

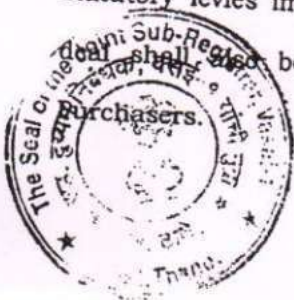
- 40) Any Delay, indulgence on the part of the parties to this Agreement in enforcing their respective rights under this agreement shall not be considered as waiver of such right or breach of any of the terms and conditions of these presents nor shall the same in any way prejudice to the right of the respective parties.
- 41) IT IS HEREBY AGREED that in case any additional F.S.I. is sanctioned for the said property before conveyance of the land in favor of the proposed Society, the Builders alone have right to utilize the said additional F.S.I. as per their choice & purchasers shall have no right to raise any objection and shall not raise any objection in future of whatsoever nature.
- 42) This Agreement shall always be subject to the provision contained in the Maharashtra Ownership Flat Act.1963 and The Maharashtra Ownership Rules1964 framed there under or any other provision of law applicable from time to time.
- 43) The Purchasers agree and undertake to lodge this agreement for registration of Assurance Vasai and to admit execution thereof and give intimation thereof in writing with serial number and date to the Builder to admit the Execution thereof, and to take all necessary steps for getting the same registered in accordance with the provisions of law at their own costs and expenses. The builders will admit execution but shall not liable to bear and /or pay such fees, costs and or expenses or any part thereof.

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- 44) The Builders shall not be responsible for any repairs within the Industrial Units from the date of possessions of the said Industrial Units.
- 45) It is also agreed that the purchases along with other owners of the industrial Units shall pay the water charges as decided by the Builders and shall continue the water supply through water tankers till regular water connection is given to the said building.
- 46) All notice to be served on the parties as stipulated under this agreement shall be deemed to have served if sent to the other party by Registered post A/D and also under certificate of posting at their address mentioned in this agreement.
- 47) The Consideration amount mentioned herein above is purely on lump sum basis. No dispute whatever shall be raised at any time relating the said sale price and the aggregate area mentioned herein shall be used for determining the proportionate distribution amongst the various premises holders of any taxes, maintenance charges, expenses levied or to be levied / incurred or be incurred on the whole building and land as one only.
- 48) The Lump sum cost of purchases of these industrial units as agreed to be purchased by the Purchaser does not include sales tax, any other Government Tax, levies and same if determined to be payable on this transaction at any later stage by concerned authorities the same shall become payable on this transaction or at any later date by concerned authorities the same shall become payable by the Purchasers along with other Purchasers on demand at any time. Similarly any additional statutory levies imposed by Government which may affect this deal shall also be fully recovered by the builders from the Purchasers.



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- 49) If the purchasers shall neglect, omit or fail for any reason whatsoever to pay to the builders any amount due and payable by the purchasers under the terms and conditions of this agreement including those referred to herein above, whether before or after this Agreement, whether before or after occupation of the said Industrial Units within stipulated time therein provided or if the purchasers in any other way fail and neglect to perform and /or observe any of the stipulation on their part to the performed or to be observed herein contained the Builders shall be entitled to rescind this agreement and on such revocation by the Builders, the purchasers shall be liable for any loss sustained by the Builders due to such default on the part of the Purchasers. It is further expressly agreed that right to the parties to this Agreement shall be without prejudice to their other legal rights, remedies and claims whatsoever against each other.
- 50) It is agreed that in case of conflict between the terms and conditions set out in this agreement and the provisions of Maharashtra ownership Flats Act and the Rules framed there under, the provisions of the said Act and the Rules shall prevail.

*(Signature)* *(Signature)*



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**THE SCHEDULE I ABOVE REFERRED TO:**

**ALL THAT** the piece and parcel of Land bearing 1) Survey No. 24, Hissa No.1, Area admeasuring (H. R.) 0-20-2, plus Potkharaba 0-14-2, Total (H. R.) 0-34-4, Assessment (R.P) 3-65 &. 2) Survey No.24, Hissa No.2, Area Admeasuring (H. R.) 0-72-3, Assessment (R. P) 7-60, Total 1-06-7 (H. R.) Out of Which 0-98-8 (H. R) of Village - Sativali, Taluka - Vasai, within the limits of Sub - Registrar Vasai.

**THE SCHEDULE II ABOVE REFERRED TO:**

**ALL THAT** the piece and parcel of Land bearing Survey No. 23, Hissa No.2, Area admeasuring (H. R.) 1-54-0, plus Potkharaba 0-10-0, Total (H. R.) 1-64-0, Assessment (R.P) 2-44, Out of which 0-80-0 (H. R) of Village - Sativali, Taluka - Vasai, within the limits of Sub - Registrar Vasai.

**THE SCHEDULE III ABOVE REFERRED TO:**

**ALL THAT** Unit No. 105, Area Admeasuring 1297 Sq. Feet Built up / Carpet Area, on **First** Floor, in the **Building No.-1**, building known as "**SAATVIK**" situated at "**SQUARE INDUSTRIAL PARK**" Village - Sativali, Taluka & Panchayat Samiti - Vasai, Dist. & Zillah Parishad - Thane, within the area of Sub Registrar Vasai. The copy of the sanctioned plan of the said Buildings is annexed herewith and also the said Unit is demarcated in the said sanctioned plan by **RED** Colour.

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*[Handwritten Signature]*



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR  
RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HERE IN  
ABOVE FIRST WRITTEN.

**SIGNED, SEALED & DELIVERED**  
Within named of "THE BUILDERS"  
**M/s. NANDA INFRASTRUCTURES**  
Through its' Partner  
**Mr. DEVJI DEYAT NANDA**

In the presence of  
1. \_\_\_\_\_  
2. \_\_\_\_\_



*Nanda*

**SIGNED, SEALED & DELIVERED**  
Within named "THE PURCHASER"  
**Mr. MANOJ JAGDISH BUDHIA**

In the presence of  
1. \_\_\_\_\_  
2. \_\_\_\_\_



*Budhia*


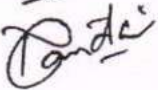


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**RECEIPT**

**RECEIVED** on or before the execution hereof, from within named Purchaser/s a sum of **Rs.10,10,500/- (Rupees Ten Lack Ten Thousand Five Hundred Only)**. by **Cheque No. 258370** Dated. **15/06/2015** Drawn on **ICICI Bank** being the amount of full & final payment paid by the Purchaser/s to the builders.

**WITNESSES: -**

- 1) 
- 2) 

**WE SAY RECEIVED,**

**M/s. NANDA INFRASTRUCTURES**

Through its Partner

Mr. Devji Deyat Nanda

[Redacted Name]

किरण चिमनलाल मिश्री  
Kiran Chimanlal Mistry  
जन्म वर्ष / Year of Birth : 1964  
पुंस्व / Male

3041 2431 5370

**आधार - सामान्य माणवान्वय अधिकार**



THE UNION OF INDIA  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**

DL No 3848 29150007030 DOY : 10-02-2015  
Valid Till : 09-02-2035 (NT)


AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV	DOY
MICWG	10-02-2015
LMV	10-02-2015

DOB : 01-04-1996 BG :

Name : DIVESH PAWAR  
S/D/W of VIJAY PAWAR  
Add. N.R. SAPNA THEATER, JAMDAR ALL, VASAI (W),  
TAL-VASAI, DIST-PALGHAR

PIV : 401201  
Signature & ID of Issuing Authority: MH48 291547C

FORM RULE 19 (2)  
  
Signature/Thumb Impression of Holder



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