

Tel.: Off: 95250 - 2343629 / 95250 - 5683457

783. 01.2 0020 m 22 m 830 002 m

OWNER'S NAME

: MR. YOGESH J. LAKHANI

BUILDING

: GOKUL AANGAN-04

REVENUE VILLAGE : DIMPNIMAN

SURVEY NO.

: 39'+59/1+67,+191+192

FLAT/SHOP

AREA SQ. FT.

: 540 Builtup

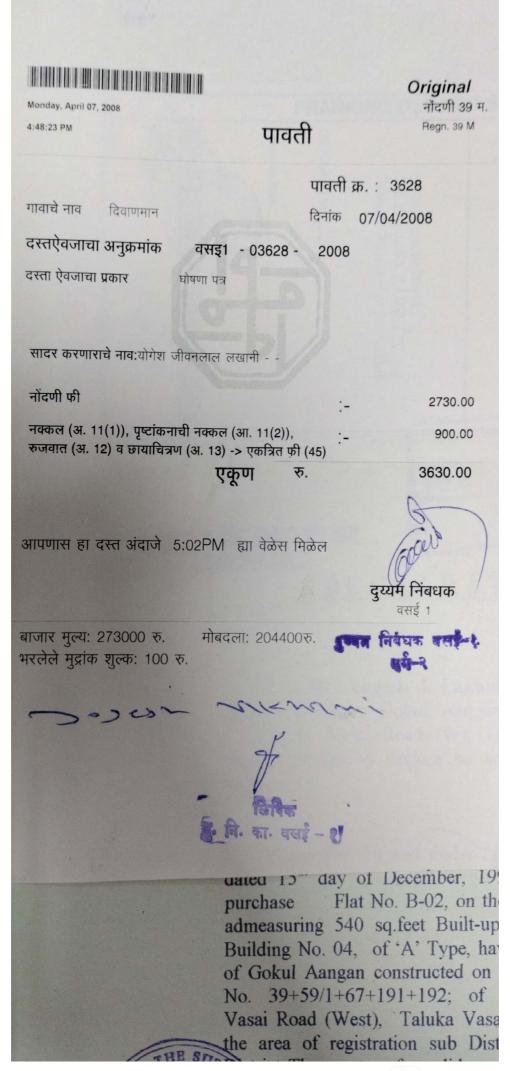
REAL VALUE

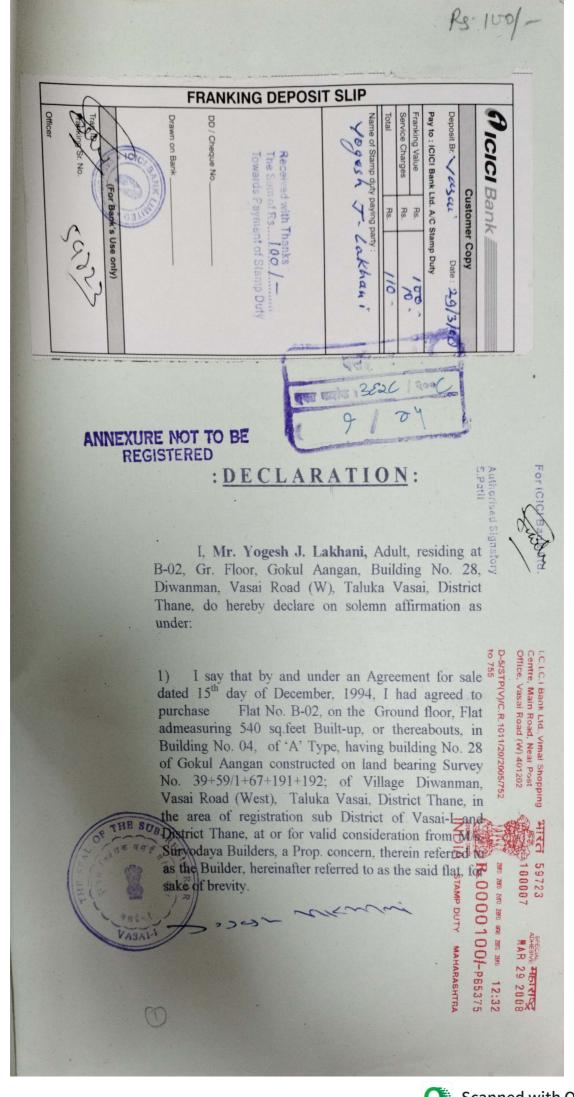
: 204400 |

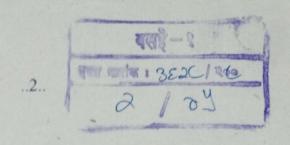
MARKET VALUE

: 273000 |

Shop No. 6, Vinayaka Apt., Krishna Township, Off. Ambadi Road, Diwanman,







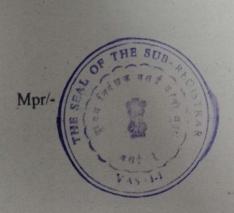
- I say that in the year 1994, I had failed to register the said Agreement for sale dated 15/12/1994, due to certain unavoidable circumstances, beyond my control. I say that thereafter I had submitted the said agreement dated 15/12/1994, before collector of stamps, Thane, and therein I had paid stamp duty and penalty on 26/03/2008, vide EVN No. 179/2008, I say that now I felt necessary to get registered the said Agreement for sale, dated 15/12/1994, and accordingly I am submitting the same before sub registrar of assurance, Vasai-I.
- 3). I say that I hereby undertake to indemnify and keep indemnified the registration authority from the loss sustained to them due to ex-party registration of Agreement for sale dated 15/12/1994.

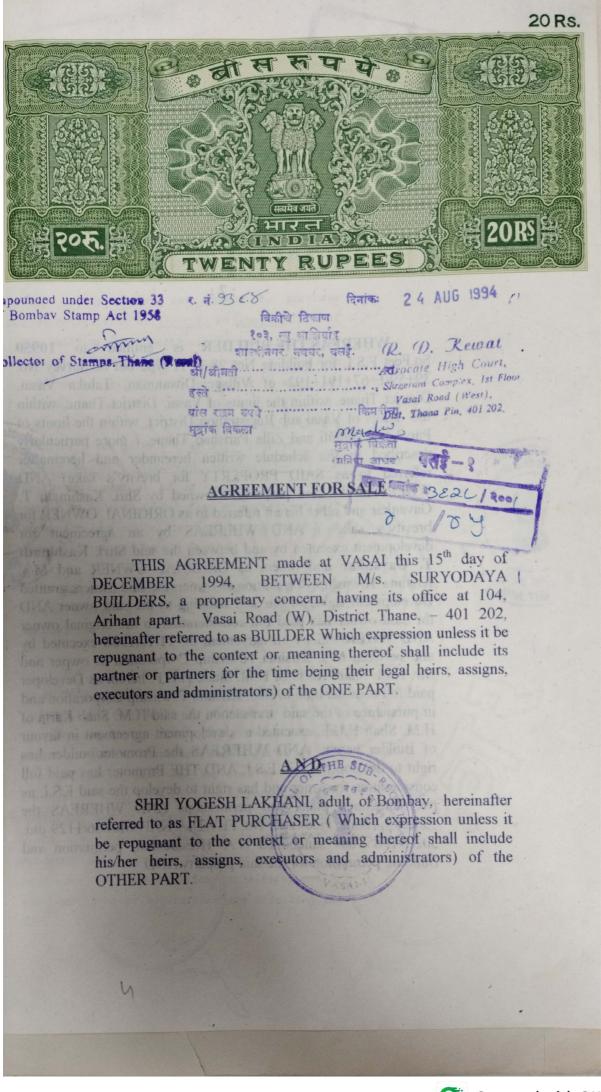
I say that the content of this Declaration are true and correct to the best of my knowledge and belief.

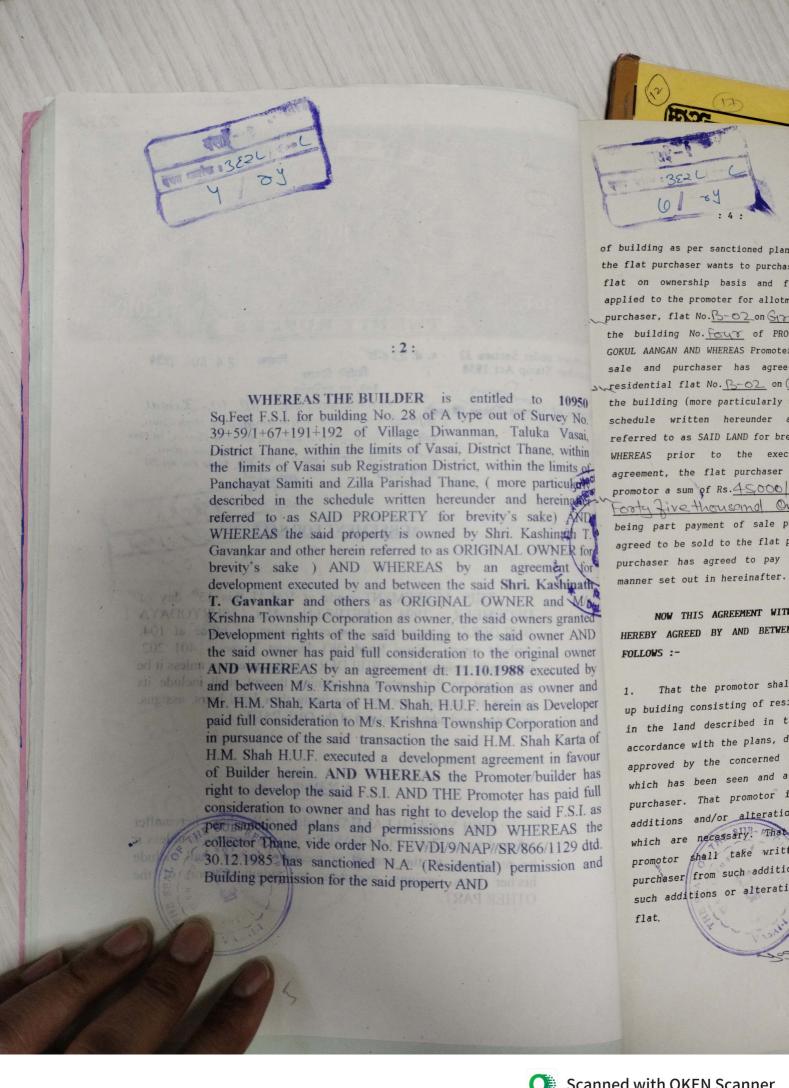
Solemnly affirmed at Vasai On this 7th day of APRIL

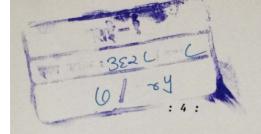
IDENTIFIED BY ME

(R. D. Kewat)) (Advocate)









of building as per sanctioned plans AND WHEREAS the flat purchaser wants to purchase residential flat on ownership basis and flat purchaser applied to the promoter for allotment to the flat purchaser, flat No. 13-02 on Ground floor in the building No. Four of PROJECT known as GOKUL AANGAN AND WHEREAS Promoter has agreed to sale and purchaser has agreed to purchase wresidential flat No. 13-02 on Ground floor of the building (more particularly described in the schedule written hereunder and hereinafter referred to as SAID LAND for brevity's sake) AND WHEREAS prior to the execution of this agreement, the flat purchaser has paid to the promotor a sum of Rs.45,000 - (Rupees -Forty Live thousand Only being part payment of sale price of the flat agreed to be sold to the flat purchaser and flat purchaser has agreed to pay balance amount in manner set out in hereinafter.

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

up buiding consisting of residential flats in the land described in the Schedule "A" in accordance with the plans, design specifications approved by the concerned local authority and which has been seen and approved by the flat purchaser. That promotor is entitled to make additions and/or alterations in the building which are necessary. That it is agreed that promotor shall take written consent of Flat purchaser from such additions or alterations if such additions or alterations are affecting the flat.

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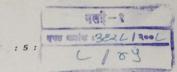
: 3:

THE PROPERTY OF

WHEREAS the said permission is legal, valid and whereas the Promotor is entitled subsisting the said property as per terms and to develop the said property as per terms and conditions of N.A. permission and building conditions

conditions

AND WHEREAS THE Promotor has proposed proposed land permission on the said land a building consisting of ground + 2 upper floors consisting of Residential flats/shops (hereinafter referred to as SAID PROPERTY for brevity's sake) Ann WHEREAS the promoter has appointed M/s. J. B MEHTA & ASSOCIATES a firm registered Architect/Structural Designer/Council Architects for the purpose of prepration of plans, supervision of construction of building and looking after structural design and drawing of the building / buildings AND WHEREAS the promoter has sole and exclusive right to develop the said land and to sell the residential flats/shop in the said building to be constructed by the promoter on the said land and to enter into Agreements with Purchaser's of flats, to receive sale price in respect thereof AND WHEREAS on demand to of Flat Purchaser the Promoter has given inspection to the purchaser of all documents of title of the said land, the N.A. Permission, Building Permission, plans, specifications and agreement AND WHEREAS the flat purchaser has seen and verified the documents and in satisfied about the same AND WHEREAS copies of certificate of title, issued by Shri. A.A.Patil, Advocate of promoter, copies of property card 7/12 extract and copies of plans, specifications of flat agreed to be purchased by flat purchaser have been annexed hereto and marked as schedule C, D, E respectively AND WHEREAS necessary plans, specifications, elevation, sanctions and details of the said buildings are approved by local authority on certain terms and conditions AND WHEREAS the promotor has commenced the construction of



2. The flat purchaser hereby agrees to purchase from the promotor and promotor hereby agrees to sell flat No. B-02 on Ground floor was admeasuring -540 - Sq.Feet Built up area (which is inclusive of the area of balconies) as shown in floor plan annexed hereto, in the building No. Tour of PROJECT GOKUL AANGAN situate at Village Diwanman, Taluka - Vasai, Dist. Thane, land bearing 5.No.39+59/1+67+191+192; of A type having building No. 28- having 10950-Sq.Feet F.S.I. (more particularly described in the schedulel "B" written hereunder and hereinafter referred to as SAID FLAT for brevity's sake) at or for a price of 2,04,400/-(Rupees I wo Lak Infour thousand four hundred out inclusive of Rs. — (Rupees — 5-5%)

) being proportionate price of the common areas and facilities appurtenant to the premises. The flat purchaser has paid a sum of Rs. 45,000 - (Rupees Forty five thousand Only -) as earnest money. The flat purchaser hereby agrees to pay the balance purchase price of Rs. 1,59,400 /in the following manner.

- 15% on Plinth.
- 30% on the Slab.
- 15% on Brick Masonary work.
- 10% on flooring.
- 10% on internal and external plaster.
- 10% on fitting and plumbing.
- 10% at the time of occupation.

The flat purchaser agrees to pay the amount due to promotor within stipulated time and also agrees to pay interest at 18% per annum which become due and payable by flat purchaser





under the terms of this agreement from the date the said amount is payable to promotor.

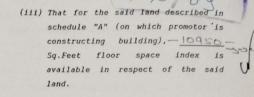
That flat Purchaser shall make the payment of balance amount (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) to promotor as set out in this agreement AND on Flat Purchaser committing any default in payment on due date and committing the promotor any default in payment on due date and committing the promotor breach of any of the terms and conditions of this agreement. The promotor shall have option to terminate the agreement. The Promotor shall give notice of termination of agreement and of breach or breaches of terms and conditions of the agreement committed by flat purchaser before terminating this agreement. That in failure of flat purchaser in remedying the breach, within reasonable time, the promotor shall exercise the option of such termination and on such termination the promotor shall refund all amounts received from flat purchaser, till then to flat purchaser without any interest. That on such refund and termination promotor is entitled to deal and dispose off and sell the flat to any person at his descretion.

5. That are promotor hereby agrees :-

(i) To observe, perform and comply with all terms, conditions, stipulations and testrictions which are imposed by the concerned authority at the time of sanctioning plans.

(ii) To obtain occupation and/or competion certificate in respect of the flat before handling over possession of the said flat.

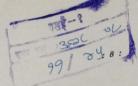




- (iv) That the promotor has not utilised F.S.I. available for the said land elsewhere.
- (v) That promotor shall give detail particulars of floor space Index to flat purchaser in case it is utilised elsewhere.
- (vi) That promotor shall provide fixtures, fittings and ammenities in the said building and the said flat as set out in the Schedule "E".
- 6. That the promotor shall give possession of the said flat/shop to flat purchaser on or before Dec. 1994. That the promoter is entitled to reasonable extension of time for giving possession of flat on the aforesaid date if the completion of building is delayed on account of non-availability of steel, cement, other building materials, water or electric or on account of war, civil commution or an act of God or on account of any notice, order, rule, notification of Government and/or any competant authority.
- 7. That if for the reasons beyond his control, the promotor fails to give possession to the purchaser by aforesaid date or further date or dates agreed by and between the parties, then promotor shall on demand of flat purchaser refund all amount received from flat purchaser with simple interest of 9% to the flat purchaser

sound

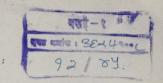




That till the entire refund of amount aforesaid there shall be charge on the said land for the said amount.

- 8. That the flat purchaser shall take possession of the flat within 10 days from the promoter giving written notice to flat purchaser intimating that the said flat is ready for use and occupation.
- 9. That on receipt of such notice by promotor, the flat purchaser shall be liable to bear and pay proportionate share (i.e. proportionate to floor area of flat/shop) of the all outgoings in respect of the said land and building namely local taxes, betterment charges or such other leveles by common concern local authority or Government water charges, insurance, common lights, repairs, salaries or chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property.
- 10. That the flat purchaser along with other purchasers of flat in the building shall join in forming and registering the societies or limited Company to be known as Gokul Aangan Co-Op. Hous. Soc. Ltd. That for the purpose aforesaid, the purchaser shall sign and execute from time to time the applications for registration and/or membership and other necessary documents necessary for formation and the registration of society or limited Company (including by laws). That the purchaser shall send those documents referred above to promotor within 8 days of same being forwarded by Promotor, so as to enable promotor to register the society or Limited Company. That Promotor shall take no objection of flat purchaser in case some changes or modifications





are made in draft bye laws or memorandum Articles of Association.

11. That the flat purchaser shall pay to the
promotor such proportionate share of outgoings
as may be determine till formation of society or
Limited Company and execution of conveyance of
land along with building in favour of society or
Limited Company. That flat purchaser shall also
pay to the promotor provisional monthly contri-
bution of Rs/- (Rupees
) per month towards
outgoings till flat purchaser's share is
determined. That amount as paid by the flat
purchaser to the promotor shall not carry out
any interest and remain with promotor until
conveyance is executed in favour of society or
Limited Company. That Promotor shall pay the
said deposit, after necessary payment of our
goings to concerned department, to society or
Limited Company on execution of conveyance. That
flat purchaser shall pay the provisional monthly
contributions on the 5th day of each and every
month in advance and shall not without the same
for any reason whatsoever.

11. Inde on or before delivery of possession
of the said flat the flat purchaser shall
deposit a sum of Rs (Rupees
) for
legal charges Rs. 260/- (Rupees Two Hundred
Sixty Only) for share money application
entrance fees of society or Limited Company.
Rs. ARupees OB
for formation & registration of
society and Rsfor proportionate
share of taxes and other charges and promotor
shall utilise sum of Rs. paid for
legal charges for meeting all legal costs,
charges, expenses, including the professional
costs of advocates of promotor in connection





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with formation of society or Limited Company, preparing rules, regulations, bye laws, and also towards costs of preparing rules & regulations and endorsing this agreement and also conveyance.

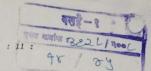
13. That unless and untill it is otherwise agreed by & between parties that the promotor shall cause the original owner to transfer all rights title and interest in the said land together with building in favour of society or Limited Company within 4 months from the registration of society or Limited Company.

14. That at the time of registration the flat purchaser shall pay to promotor the pruchaser's share of stamp duty an the registration charges payable if any by society or Limited Company on conveyance or any instrument or transfer in respect of land with building to be executed in favour of society or Limited Company.

15. That the flat purchaser shall use the said flat or any part thereof or permit the same to be used for any only for purpose of residence/office room/shop/godown for carrying on any industry or business. Flat Purchaser shall use the garage or parking places only on the purchase of for keeping or parking the flat purchaser's own vehicles & shall not change the user thereof in any manner which may entail any breach of the bye-laws, regulations and directions of local or other authorities or terms and conditions of N.A. permissions of building permissions.

16. That within a period of 3 years from date of handing over possession of residential flat to flat purchaser, any defect in flat or building in which the said flat is situated or material used therein or any unauthorised change in the construction of building is brought to

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notice of the promotor by flat purchaser, then whenever possible the promotor shall rectify the said defects or unauthorised changes at the costs of promotor and in case it is not possible to rectify such defects or unauthorised changes, then the purchaser shall be entitled to receive reasonable compensation from promotor.

17. The Flat Purchasers himself/herself/
themselves with intention to bring all persons
into whosoever hands the flat may come, doth
hereby convenant, with promotor as follows:-

(i) To maintain the flat/shop/garage at flat purchaser's cost, any good tenaable repairs and conditions from the date of possession of flat is taken and shall not do or sufferred to be done anything in or to the said building in which the said flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make additions in or to the building and the flat/shop or part thereof.

(ii) Not to store in the flat any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure on the building in which the building in which be flat is situated or storing of which goods is objected to be concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or liekly to damage the staircase, common passage

user



: 16 :

That promotor has obtained necessary confirmation from owner duly executed and affirmed, confirming therein the grant of development rights of the said land to the promotor and promotor's right to develop the said land also to owns obligations to this agreement AND promotor has supplied certified true copy of the same to the flat purchaser.

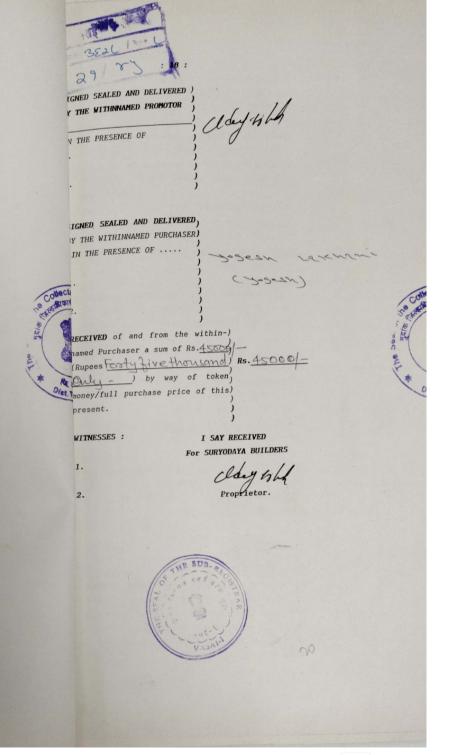
21. The flat purchaser shall present this agreement as well as the conveyance at the office of sub-Registrar Vasai and the promotor will attend the said office and admit execution thereof.

22. All notices to be served on flat purchaser as contemplated by this agreement shall be deemed to have duly served if sent to the flat purchaser by registered Post A.D./under certificate of posting at his/her address specified as below :-

BABHAS NAKA, TRIDHAM, BORIVALS(W)

23. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjecent to the terrace flat in the said building if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace space intended for exclusive use of respective terrace flat purchaser. The said terrace shall not be enclosed by the flat purchaser till the permission in writing is obtained from the concerned local authority and the promotor or society or as the case may be the Ltd. Company.

The promotor has given water connection to shops/commercial premises in the said building



: 17 :

and the said shop holer shall pay the water by according the meter, that the pruchaser also with other flat purchasers or their nominees assigns shall have no right to object for the said water used nor they construct or observer or object the same on formation of cooperate society or Limited Company as the case may be

25. THIS AGREEMENT shall always be subject to the provisions of Maharashtra Ownership Flat (Regulation of promotion of Construction, Salmanage management and transfer) Act 1953 at rule made therein.

IN WITNESS WHEREOF THE PARTIES HERETO RAY
PUR THEIR RESPECTIVE HANDS TO THESE PRESENTS OF THE DAY AND THE YEAR HEREINABOVE FIRST WRITTEN.

ALL THAT PROPERTY situate at Village Diwanman, Taluka Vasai, Dist. Thane, within the limits of Panchayat Samiti Vasai and Zill Parishad Thane, land bearing S.No.39+59/1+67+18 +192 out of which Sq.feet F.S.I. of A type building for building No. 28 as shown on pla annexed hereto, m which is bounded as follows:

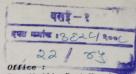
ON THE EAST : Plot No. 24
ON THE WEST : Open Plot
ON THE SOUTH : Plot No. 25
ON THE NORTH : Road

SCHEDULE 'B'

ALL THAT Flat No. 2 admeasuring — 540—
Sq. Feet area on Granno floor of the Buildin
No. 01 project known as Gokul Aangan togethe
with proportionate share of common area an
facilities appurtnances to the said propert
out of 5. No. 35+59/1+67+191+192, building No. 2
having 10950 Sq. Feet F.S.I.

Garrage Rural Th





Office:
Remedi Ali, Post Vasai,
Dist.Thane, Phone: 39
8 A.M. to 11 A.M.

Office:
103, K.T. Chamber,
2nd Floor, Navagher,
Post Navagher,
Dist. Thane
Evening 7 P.M. to 9 P.M.

Date : 12th March 1986

TO WHOM SO EVERY IT MAY CONCERN

RE: In the matter of sale of land situate at
Village Diwanman, within the limits of
Vasai Sub-Registration District, within the
limits of Panchayat Samiti and Zilla
Parishad Thane land bearing Survey
No.39+59/1+67+191+192 area 84115.80 Sq.Mtrs.
(hereinafter referred to as SAID LAND FOR
brevity's sake)
Shri Kashinath T. Gavankar and others

nri Kashinath T. Gavankar and others endors.

AND

M/S. KRISHNA TOWNSHIP CORPON.... Purchaser.

THIS IS TO CERTIFY that I have taken search in the books of Sub-Registrar Vasai and investigated title of the said land and in my opinion title of the said land is clear and marketable and free encumbrances.



(A. A. PATIL)

ADVOCATE



व्याचित्र १ व No. HOV/D-T/T-IX WAL/11257 Office of the Collector, Thene 7). 30 December, 1985 R.E.A.D: 1) Applions: Read : 1) Application dated 23/22/1935 from Whendin Section & Section Architect of Shri K.T. Gemenker & other for grant of amended building permi reion. District 2) Сствоврог 2) This office order No. REV/D-I/Nap-V11/InD/ Mc-48 dated 17/5/85. Diwommon, A.D.T.P. 3) Letter No. विष्कित्र रितांबन रित्याणामा रायत ईराएएण, बत्याव 3) Lottor H, Tologis) ORDER: ORDER 4(1) road with para 16 The Collector of Thane is hereby pleased to approve revised shtra Land Rovenue Cook Rulos, 1969, the Colle layout plan and building plane and grant permission to construct buildings the case enpanying legon land admonuting 80,67 of \$39,59/1,67,191 and support by Shri. K. ... for re-idential and commercial use inrespect of land comprised in Julion 59/1, 67, 191 and 192, area admensuring 84,115-90 M2 of village Dayangan Taluka Wai to Shri K.T. Cawankar and others of village Dimman, Paluka Vacai gubject to following condition; Mharmantra Land Roven
also menbjoot to the pr
year Land Ast, 1948 An area admea wring 182.25 M2 in 'B' type building shall be used for commercial i.e. shopping purpose. That, this permission is to build plinth area of 18,399.58m 2 and remaining area of 65,716-22 M2 shall be kept vacant and open to may The layout po an specified in the enclosed building plans. The details of pensitted will be subject to proceed on 1966, Maharachtruban Land Ceiling and plinth area in an under; Type of building and Agricultural Land Number of Printh area of Total plinth area of building " each building each type of building 2. All the plot the layout shall be de Imagester of Land Rec shall also be asserta 'A' type 20 287-34 M2 'B' type 5746-90 M2 15 'C' type 297-34 M2 Land Roserds, Thome. 4310 -. M2 158-24 112 open space shall str D' type 949-44 12 244-87 M2 'E' type The layout r 734-61 1/2 adjustment helder for 605-33 M2 6658-63 M2 No plot ohal Total THE SUB the layout estually o the commormed lead 13,399-59 17 3. That in no case more than ground plus two upper floors are permitted. Thus the total builtup area comes to 55,1987/4 sq. ints as against the permissible builtup area of 63086 35 sq. ints. being a group Honsing fer the public purpes of one year from the of the land is not co cay further resale of That permission w/ - 52 of v. P. Act may be obtain from the local specifie prier porais authority prior to start construction. 5-A. If at the en umnold which period of s That the grantee shall not make any additions or allogation to the approved plan without getting approval from the Collector, Thene. this permission will holder of the permiss entension of the sale ploti.

Do. REV/Dact: T/HAR/VET/THREE 10 Office of the Collecter. The Dated :- 17/5/1985. 35

- R. E. A.D.: 1) Applionoica datod 25/1/1985 free Shri, K.T. Gavanter and others of Divamen, Taluka Vanai, District Thans.
 - 2) Correspondence onding with lotter No. HAP/I syout L Diwaman/Vacai/1254 dated 6/4/1985 from Vito A.D.T.P. Thano.
 - 3) Letter No. NAP/SR-203 dated 11/3/1965 . 1877 Tologildor Vaazui

ORDER:

In exercise of the permre vented in hom under relea 4(1) road with para 16 of part II of achoeale III of Mobernashtra Land Revolue Code, (Conversion of Use of Land and R.A.A.)
Rules, 1969, the Collector of Thane is pleased to approve
the accompanying layout for Residential purpose only for the
land admonstring 60,676.31 Sqr. Htms. in respect of S. Re.

**Yof Sq. 59/1, 67, 191 and 192 Village Divenmen, Taluke Vessi

**Total Strict R.T. Gawankar and others of Divence, Taluka

The layout is approved subject to the provisions of Markettra Land Revenue Code, and Rules made thereunder and also subject to the provisions of Bembay Tenancy and Agriculfural Land -Ast, 1948 and Rules made thereunder with following oomitiones -

- The layout permission and the sale/purchass/permission . will be subject to provision of the Maharachtra Land Reconve Codo, 1966, Maharashtra Regional Town Planning Act, 1966 Urban Land Coiling and Regulation Act, 1975 and Benaby Tenancy and Agricultural Land Act, 1948 and rules franced thereincer.
- 2. All the plots open apasos, internal reads ate, in the layout shall be described on site through the District Inspector of Land Records, Those and the area of Sub-Plets shall also be assertained from the District-Inspector of Land Roserds, Thane. The width of the road and the area of o open space shall strictly be adhore to.
- The layent reads shall be allowed to be used by adjustment helder for the purpose of cosess if required.
- the layout estually constructed on site and headed over to the conserned lead authority along with open spaces as above fer the public purpose.
- of one year from the date of this or ich and if the it A use of the land is not commenced within this stipulated paried cay further resale of open plots prohibited unless with specific prior pormission from the undersigade
- If at the end of one year any plot/ploto remained ussold which period of sale/pursham peruissi r is not extended, this permission will stand cancelle'. In such casse the helder of the permission may approach the undersigned for eftension of the sale perminsion for each and every unseld ploti.

