दुध्यम निवधकः वाणे ३

वस्तक्रमांक व वर्ष: 3889/2004

सूची क्र. दोन INDEX NO. II

सानपाडा

A 53 1

Record 63 miles

गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा

व बाजारभाव (भाहेपटटधाध्या

बाबतीत पटटाकार आकारणा देती

की पटटेदार ले नमूद करावे) मोबदला रु. 1,413,750.00

या मा €. 677,000.00

(2) भू-मापन, पोटिहिरसा व घरकमांक (असत्यास)

(१) गट के.: -फ़ायनल प्लॉट के.:1 मिळकत के.: पर्लंड में. जी:3.701,सातवा मरू दिपीएस के.:

-यागपंचायत कः: - वर्णनः संक्टरः 16 सानपादा

(3)क्षेत्रफळ

(1)58.53 घो.मी.बि.अ.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पता

पक्षकाराचे नाव व संपूर्ण पता किया दिवाणी न्यायालयाचा हुकुमनागा

(1) में.नोराज कन्स्ट्र.इंडिया प्रा.लि.तर्फ श्री अध्विन पी.वोरा तर्फ कू.मू.श्री स्थात - गावकर. धर/फ़्लेंट ने. सी-3: गल्सी/रस्ता. न: इंगारतीयं नाव: विगरप्लंश; ईनारत न: -: पंळ/वसाहतः -: शहर/माव: संकटर 17 वाशी, तालुका, नवी भुंबई, पिन: -: पॅन नम्बर: -.

(6) दस्तऐवज करून घेण्या-या व संपूर्ण पता

(1) श्री उमेरा महेश पॅडीत: धर/पुलॅट नं: एम:४/02; गर्ली/रस्ताः -: ईमारतीचे नाव: लेक ब्यू सो.: ईमारत नः -: पेव/वरगहतः -: शहर गावः सेक्टर 14 ऐरालीः तालुकाः नवी मुंबई:पिनः -. पॅन नम्बरः एआवदीवी9689दी.

किंवा आदेश असल्यास, वाटीचे नाव 😕 श्रीमती प्रज्ञा मिश्रा पंडीव, प्रश्नपुलंट नेः 🖫 महनी/रस्तः 🔩 ईमारतीचे नावः 🔩 ईमारत नः 🚉 पेट/वसाहतः -: शहर/गावः सैक्टर 14 ऐराली; तातुकाः नवी मुंबई:पिन: -: पॅन नन्बर: एजेएतपीएम7376एम्

(7) दिनांक

करून दिल्याचा 27/05/2004

27/05/2004

(9) अनुक्रमांक, खंड व पृष्ठ

3889 /2004

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₹ 63590,00

(11) बाजारभावाप्रमाणे नौंदणी

₹ 14150.00

(12) शेरा



मी नक्कल केली मी याचली मी रूजवात घतली अस्तल वर ह्कूम नक्फल

य्यम निवधक, वर्ग-२ ठाणे क्र. ३



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SUB-R. GISTRAR THANE-3 (VASHI)

PAN NO -

Mr. Umesh Matesh Pandit -A 1PPP96897 Ms Pragya Mishra Pandit - AJLPM7376M.

AGREEMENT FOR SALE

of.....7444......2006) BETWEEN "M/S. MORAJ CONSTRUCTIONS(I) PVT. LED a Private Limited Co. registered under the Companies Act 1956, having its office at C-7, Big Splash, 1st Floor, Sector - 17, Vashi, Navi Mumbai - 200, 705. hereinafter referred to as "THE DEVELOPERS" (which expression small a unless it be repugnant to the context or meaning thereof, be deemed to successors and assigns) AND Mr. UMESH. MAHESH PANDIT Kending at 11:4/0:2, Lakeview CHS, Keeto -14, Aircli, Navi Munici hereinafter referred to as "THE PURCHASERS" (expression shall, unless it be repugnant to the context or meaning the be deemed to include his/her/heirs, administrators and permitted assigned [5]

WHEREAS :

the OTHER PART:

The Government of Maharashtra by Notification Nos. RPB - 1171/1812 - Will dated 20th March. 1971 and RPB 1172-II-RPB dated the August, 1973 promulgated under Sub Section (1) and (3A) of Section 113 of Maharashtra Regional Town Planning Act, 1966 (hereinafter refferred to as the "Said Act") designed a "Site" for the New Town of New Bordbay and appointed the City and Industrial Development Corporation of Maharashtra Limited(hereinafter referred to as "the Corporation") to the

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an Agreement for Lease dated 3rd November'99 entered into Between Authority and the said (1) SHRI PRATAP BHOGILAL AND (2) SHRI RMAL BHOGILAL Lisensee, the Authority granted license to the said SHRI PRATAP BHOGILAL AND (2) SHRI NIRMAL BHOGILAL for a riod of 90 years in respect of the said Plot No. 1, Sector - 16, Sanpada), Navi Mumbai admeasuring 24,500,00 sq. Meters or thereabouts for e total lease premium paid by the Developers to the Authority & on ich other terms & conditions therein containted & hereinafter referred to s the "said entire Plot")

he said (1) SHRI PRATAP BHOGILAL AND (2) SHRI NIRMAL BHOGILAL lave by development Agreement dated 14th October'99 granted the Developers, development rights in respect of the said entire Plot for the consideration & on the terms & conditions as contained in the said Agreement.

Architects are sibmitted them to the Navi Mumbai Municipal Corporation for its approved Navi Mumbai Corporation by its letter dated 09.03.2000 bearing is Ref. No. MMC/TPO/BP/756/2000 granted permission for Development and also granted Commencement Certificate on 09.03.2000. The Developers have submitted to the NMMC for its sanction and approval revised plans, the approval from NMMC for such revised plans is yet to be redeived. The building constructed on the portion of the said Plot is herein fire referred to as "The Said Building" (Hereinafter referred to as the "Said Plot"). The developer have informed the purchaser/s & the purchaser/s is aware that the Developers have planned to Develop the said entire plot in a phased manner. The Developer have also informed the Purchaser and the Purchaser is aware that the Developers may from time to time change the Layout Plan of the said entire plot as may be deemed necessary & fit to the Developers. The Purchaser hereby given his full, free and complete consent to the Developers to make necessary changes in the said Layout.

- 5. As aforesaid the Purchaser has seen the approved plans as prepared by the Architect and has obtained copies of such approved plans the Purchaser is aware that the Developers may change the said building plans from time to time and/or as may be required by CIDCO/NMMC and or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter.

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on title issued by M/s. Himanshu Bheda & Co. Adv :ates is annexed hereto and Marked Annexure "B". The Developers and 'the Purchaser have agreed to execute this Agreement for sale. NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER. 1. The Developers do hereby agree to sell to the Purchaser Flat/Shop admeasuring........525............sq. ft. (Carpet area and having chargeable area of...........sq. feet approx) being constructed on the portion of the said property, hereinafter referred to as "the said premises" & which is earmarked and coloured in red colour in the typical floor plan annexed hereto, and more particulary described in the First Schedule hereunder written. (Buit up Area 58-53 Sq MM) In consideration of the above sale of the said premises, the Purchaser hereby agrees to pay by way of his/her lumpsum contribution on sum Rs. 14,13,750/- 1- (As Fourteen Jakhs Thirteen Thousand Severen Hundred Fitty only ______) as the sale consideration of the said premises in the following manner (Time being the essence of the Contract). a. Earnest Money Deposit b. On Agreement b. On Commencement of work c. On Completion of Plinth Rs. ... d. On Completion of 1st Slab e. On Completion of 2nd Slab f. On Completion of 3rd Slab g. On Completion of 4th Slab h. On Completion of 5th Slab i. On Completion of 6th Slab Rs. On Completion of 7th Slab k. On Completion of 8th Slab I. On Completion of Brick Work m. On Completion of External Plaster Rs. n. On Completion of Internal Plaster o. On Electrical & Plumbing p. On Flooring & Tiling Rs. q. On Possession Rs. 13,92,750:00..... 3. If the Purchaser commits default in payment of any of the aforesaid installments on their respective due dates (time in this regard being the essence of the contract) and/or observing and performing any of the terms and conditions of this Agreement, the Developers shall be

3. If the Purchaser commits default in payment of any of the aforesaid installments on their respective due dates (time in this regard being the essence of the contract) and/or observing and performing any of the terms and conditions of this Agreement, the Developers shall be at liberty to terminate this Agreement in which event an amount equivalent to 20% of the total consideration payable by the purchaser to the Developer shall stand forfeited. The Developers, on the termination of this Agreement as aforesaid, shall be at liberty to allot the said premises to any other person or Party as the Developers may deem fit and the Purchaser shall not be entitled to question or

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otherwise howsoever from the Developers.

- 4. Without prejudice to the Developer's other rights under this agreement and/or in law, the Purcahser/s shall be liable, at the option of the Developers, to pay to the Developers, interest at the rate of 24% per annum on all the amounts remaining unpaid after the respective amounts becoming due and payable as per the installment due letters.
- The specifications of the building and the amenities to be provided in the Units are as per the particulars given in the Third Schedule hereunder written.
- 6. The possession of the said premises shall be given by the Developers to the Purchaser/s on or before. Tunc. 2004....., subject to civil commotion or any Act of God such as earth quake, flood or any other returnal calamity and acts or other causes beyond the control of the Developers. If the Developers shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extending then it shall be at the option of the purchaser/s to terminate this Agreement in which event the Developers shall forthwith, on demand, refund to the Purchasers all the monies paid by the Purchaser/s to the Developers herein together with simple interest at the rate of 9% per annum from the date of the receipt of the respective amounts by the Developers and until such amounts are refunded such amount and interest shall be a charge on the said and together with construction, if any, thereon to the extend of the amounts due to the Purchaser/s.
- 3cce17-22 As soon as the said premises is notified by the Developers as complete, the Purchaseris shall pay the arrears of the price payable by him/her/them within 15 (Fifteen) days of such notice served individually or be put in any prominent place in the said building. If the Purchaser/s fails to pay the arrears inspite of the notice, the Developers will be entitled to terminate the Agreement with the Purchaser/s and thereupon all the monies paid by the Purchaser/s to the Developers in respect of the said premises agreed to be purchased by him/her/them shall be refunded by the Developers to the Purchaser/s term and out of sales proceeds of resale of the said flat by the Developer to such other third party. The said amounts shall be refunded after deducting all the outstanding interest, due from the purchaser, losses, expenses that the Developers may suffer or incur. The Developers shall forthwith on the termination of the Agreement be entitled to sell the said premises in favour of any third party.
 - The Building shall be constructed and completed in accordance with the plans and specifications as aproved by the Corporation with such modifications thereto as may be Required by NMMC.

The Developers shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement

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have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

- 10. Commencing from the date the Developers obtaining Part/full occupation certificate for the said building or from the date of this Agreement, whichever is later, and so long as the said premises in said buildings shall not be separately assessed for municipal property taxes, water rates and outgoings, the Purchaser shall pay the Developers every month such amounts as may be determined by the developers. towards his/her/their share of municipal taxes, maintenance building such proportion to be on the basis of area of the said premises agreed to be purchased by the Purchaser.
- 11. The Purchaser shall abide by all bye-laws, rules and regulations of the Government, Corporation, M.S.E.B. and other Authorities and local bodies and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.
- 12. The Purchaser hereby agrees to pay all the amounts payable under the terms of this Agreement a and when they become due and payable, time in this respect being the essence of the contract. Further the Developers shall give notice, under certificate of posting, hand delivery or by post requiring such payment to the Purchaser on the address mentioned in this Agreement and non receipt of such notices intimation shall not be pleaded as an excuse for non payment of any amounts on the respective due date.
- 13. The purchaser hereby covenants with the Developers to pay amounts liable to be paid by the Purchaser under this Agreement and to observe & perform the covenants and condition in this Agreement and to keep the Developers indemnified against the said payments and observations and performance of the said covenants and condifions except so far as the same ought to be observed by the Developers. The Purchaser also agrees and undertakes to give all the facilities to the Developers to carry out additional construction work on the said buildings now under construction and/or to construct additional structures on the said property.
- 14. The Purchase shall be finally completed in respect of the said premises on his making payment of the entire Consideration payable under this Agreement for sale along with such other charges as are payable under this Agreement to the Developers.
- 15. On receipt of the bills from the NMMC/CIDCO, the Purchaser shall be liable to pay all outgoing including municipal taxes, Development charges and rates in respect os the said premises and all future increases that may be effected from time to time.
- 16. Nothing contained in these presents is intended to be nor shall it be construed to be a grant or demise or assignment in law of the said

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which may be executed in respect of the said land or the building standing thereof or the said land or the building other standing thereof or the said land or the building other standing thereof or the said land or the building other standing thereof or the said land or the building other standing thereof or the building of the buil standing thereof, Co-operative Society formation expenses in connection and execution and execution of the expenses in connection with the preparation and execution of the documents be because in the preparation and purchaser alone. documents be bome, shared and paid by the purchaser alone.

IN WITNESSS WHEREOF, the parties hereto hereunto set and subscribed their recent scribed their respective hands and seals the day and the year first hereinabove written hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Flat No.....701 on the Floor of Building known Sq. Ft. or on the Sq. Ft. or thereabouts (China admeasuring Sq. Ft. or Sector-16) thereabouts (CHARGABLE AREA) situate at Plot no.1 in Sector-16 of Sannada Management of Sanpada, Vashi (E), Navi Mumbai containing by admeasurement 24,500 no. Must 24,500.00 Mtrs or thereabout and bounded as follows:

THAT IS TO SAY :

TOWARDS THE NORTH BY - Plot No. 2 & 6

TOWARDS THE SOUTH BY - Proposed 20 mtr wide road.

TOWARDS THE EAST BY - Proposed Carshed boundary.

TOWARDS THE WEST BY - Proposed 27 mlr wide road.

THE SECOND SCHEEN ABOVE REFERRED TO (A 419 3

The expenses of maintaining repairs, replacing etc., of the internal Trouts, rain ther pipes, electric wires, water lines, drainage lines and all office service lines under or upon the said property (described in the First Scholule hereinabove written) servicing the complex and used and/or benefited by the Purchaser in nmon with the other urchaser/Occupiers of all the buildings in id profitting of the main entrance, passages and the other common areas as used and/or enjoyed by the Purchasers in common as aforesaid and of boundary walls of the said property.

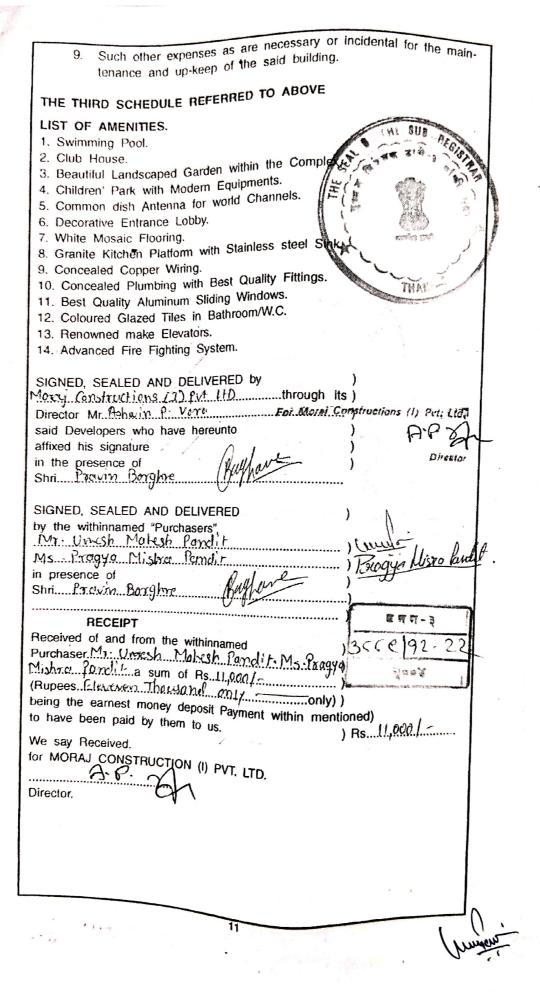
The costs of cleaning and lightening the passage and the internal and other common service lines in the said property.

The salaries of clerks, bill collectors, sweepers etc.

SECONDLY

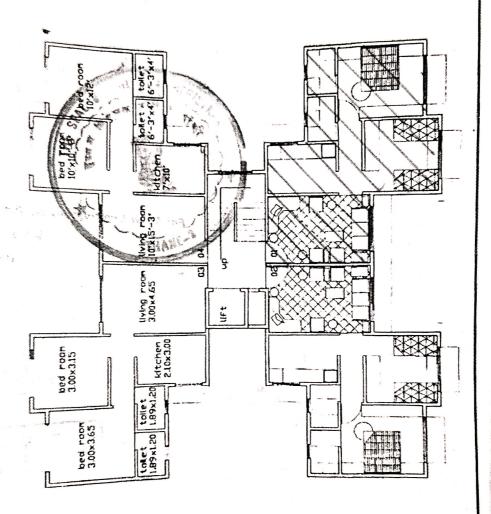
- The costs of cleaning and lightening the passages, landing, staircases and other parts of the said building so also gutters and rain water pipes and electric wires and lifts in the said building.
- The costs of decorating the exterior of the said building.
- The costs of working and maintenance of water pump and light and other service charges.
- Municipal and other taxes and other assessment.
- Insurance of the said building. 8.

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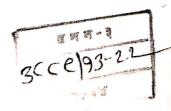


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* ANNEXURE "A"



TYPICAL FIRSTTO SEVENTH FLOOR PLAN (750.0 SQFT)



my Mista Pandit

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CONSTRUCTIONS (I) PVT. LTD.

Constructions (I E-mail: info@bhumirajgroup.com

ALLOTMENT LETTER FOR STILT PARKING

To,

10 June, 2004

Mr. Umesh Mahesh Pandit Ms. Pragya Mishra Pandit H-4/0:2, Lakeview CHs, Sector - 14, Airoli, Navi Mumbai.

Dear Sir / Madam,

Ref: Your reservation of Flat No. 701 in building "G:3" at our project "MORAJ RESIDENCY" situated at Plot No.01, Sector - 16, Sanpada, Navi Mumbai.

Sub: Stilt Car Parking

We refer to your letter dated 28th May 2004, and have noted the contents thereof.

In consideration of the sum of Rs. 60,000/- (Rupees Sixty Thousand Only) received towards the allotment of the car parking stilt bearing No. 8 in building "C:3" we have no objection to your using the said car parking stilt, provided, you utilise it only for the purpose of parking your own vehicle without causing any nuisance or inconvenience to any other members and / or flat purchasers of the aforesaid building.

Kindly also note that you will not utilise the said car parking stilt for any other purpose other than for which it is allotted to you and shall not do or permit to do anything therein, which is contrary to and / or in violation of the anotted to you and shall not do of personal Municipal Corporation and for any other authorities rules, regulation of the Bye-laws of the Navi Mumbai Municipal Corporation and for any other authorities concerned.

Please sign the duplicate letter in confirmation and acceptance of the above.

For MORAJ CONSTRUCTIONS (I) PVT, LTD.

DIRECTOR