

दुय्यम निबंधक: ठाणे 3

दस्तावेज क्रमांक व वर्ष: 3889/2004

Thane, Jan 02, 2012

12:00 PM

सूची क्र. दोन INDEX NO. II

पृष्ठ 01

Page 63 of 6

गावाचे नाव : सानपाडा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो जी पट्टेदार ते नमूद करावे) मोबदला रु. 1,413,750.00 वी भा. रु. 677,000.00
- (2) भू-मापन, पोटहिरसा व घरकमांक (असल्यास) (1) घट क्र.: - फायनल प्लॉट क्र.: 1 मिळकत क्र.: प्लॉट नं. जी.3.701, सातवा मं. टिपीएस क्र.: - बाजारभावात क्र.: - वर्णन संख्ये 16 सानपाडा
- (3) क्षेत्रफळ (1) 58.53 चौ.मी. (मि.अ.)
- (4) आकारणी किंवा जुळी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) शे.नोबराज कन्स्ट्र. इंडिया प्रा. लि. ता. श्री अश्विन पी. गोरा तर्फे कु. सु. श्री सुरात - गावकर, घर/प्लॉट नं. सी-3; गल्ली/रस्ता: -; ईमारतीचे नाव: विगारप्लॅरा; ईमारत नं.: -; पेट/वसाहत: -; शहर/गाव: सेक्टर 17 वाशी, तालुका: नवी मुंबई; पिन: -; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) श्री जमेश महेश पंडीत; घर/प्लॉट नं.: एच/4/02; गल्ली/रस्ता: -; ईमारतीचे नाव: लोक व्ह सो.; ईमारत नं.: -; पेट/वसाहत: -; शहर/गाव: सेक्टर 14 ऐराली; तालुका: नवी मुंबई; पिन: -; पॅन नम्बर: एआयपीपी9689जी. (2) श्रीमती प्रज्ञा मिश्रा पंडीत, घर/प्लॉट नं.: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं.: -; पेट/वसाहत: -; शहर/गाव: सेक्टर 14 ऐराली; तालुका: नवी मुंबई; पिन: -; पॅन नम्बर: एजेएलपीएम7378एम
- (7) दिनांक करून दिल्याचा 27/05/2004
- (8) नोंदणीचा 27/05/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 3889 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क ₹ 63590.00
- (11) बाजारभावाप्रमाणे नोंदणी ₹ 14150.00
- (12) गेरा



मी नक्कल केली  
मी याचली  
मी रुजवात घेतली  
अस्सल वर हकूम नक्कल

सह दुय्यम निबंधक, वर्ग-२  
ठाणे क्र. ३

श्री. उमेश पंडीत  
वर्ग क्र. 32/2012  
दिनांक 22/05/2012 जन्म  
नक्कल केली

सह दुय्यम निबंधक वर्ग - २  
ठाणे क्र. ३



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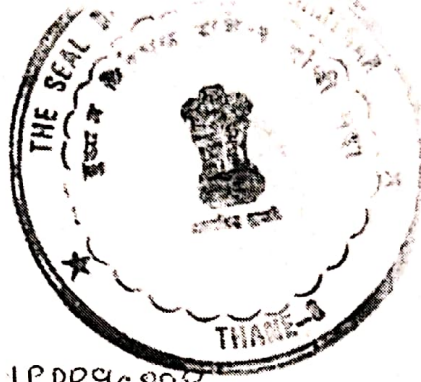
क्रमांक 131 Sixty Three Thousand Six Hundred only  
वेणाच्या व्यक्तीचे नाव... Umesh Mahesh Pandit

पत्ता... Airoli

फोन नं. 2563078

PROPER OFFICER  
SUB-REGISTRAR  
THANE-3 (VASHI)

क्रमांक-3
3000/2-22
२००४



PAN NO -  
Mr. Umesh Mahesh Pandit - AIPPPG689P  
Ms Pragya Mishra Pandit - AJLPM7376M.

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT is made at Vashi, Navi Mumbai, this 27<sup>th</sup> day of MAY 2004 BETWEEN "MS. MORAJ CONSTRUCTIONS (I) PVT. LTD. 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 - 400 705. hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART AND Mr. UMESH MAHESH PANDIT & Ms. PRAGYA MISHRA PANDIT residing at H-4/0-2, Lakeview CHS, Sector - 14, Airoli, Navi Mumbai hereinafter referred to as "THE PURCHASERS" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include his/her/heirs, administrators and permitted assignees) of the OTHER PART:

**WHEREAS :**

- The Government of Maharashtra by Notification Nos. RPB - 1171/111 - WII dated 20th March. 1971 and RPB 1172-II-RPB dated the 16th August, 1973 promulgated under Sub Section (1) and (3A) of Section 113 of Maharashtra Regional Town Planning Act, 1966 (hereinafter referred to as the "Said Act") designed a "Site" for the New Town of New Bombay and appointed the City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as "the Corporation") to the

OFFICE OF THE SUB-REGISTRAR  
VASHI, DIST. THANE  
MAHARASHTRA  
2775 SPECIAL REGISTER  
ADHESIVE MAY 26 2004

*Umesh Mahesh Pandit*  
*Pragya Mishra Pandit*  
*A.P. 22*



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

the said (1) SHRI PRATAP BHOGILAL AND (2) SHRI NIRMAL BHOGILAL have 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.

The Developers have submitted the plans prepared by Rajesh R. C. Architects and submitted them to the Navi Mumbai Municipal Corporation for its approval. Navi Mumbai Corporation by its letter dated 09.03.2000 bearing its Ref. No. NMMC/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 received. The building constructed on the portion of the said Plot is hereinafter 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.
6. At the request of the Purchaser, Subject to the Purchaser making full & complete payment of the cost of the flat, the Developers has agreed to sell provisionally to the Purchaser Flat No. 101, on the 7th Floor in the building known as G-3 which is being constructed on a portion of the said plot & which is earmarked and coloured in red colour in the typical floor plan annexed hereto, and more particularly described in the First Schedule hereunder written. (Hereinafter referred to as "the said premises") The Typical floor plans for the said premises are annexed hereto & marked Annexure "A". A copy of report

Wundar

Pradyumn Khandekar

AP. 12

Wundar



on title issued by M/s. Himanshu Bheda & Co. Ad. rates is annexed hereto and Marked Annexure "B".

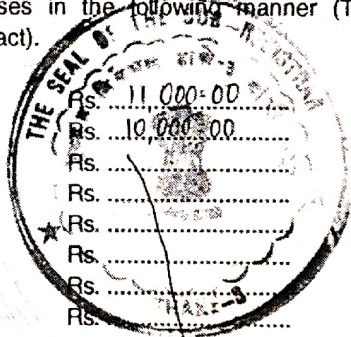
7. The Developers and the Purchaser have agreed to execute this Agreement for sale.  
NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER.

1. The Developers do hereby agree to sell to the Purchaser Flat/Shop No. 701 on the 7<sup>th</sup> Floor on the said building admeasuring 525 sq. ft. (Carpet area and having chargeable area of 750 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.

(Built up Area 58.53 Sq Mtr)

2. 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/- (Rs. fourteen lakhs Thirteen thousand seven 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 Rs. 11,000-00
- b. On Agreement Rs. 10,000-00
- b. On Commencement of work Rs. ....
- c. On Completion of Plinth Rs. ....
- d. On Completion of 1st Slab Rs. ....
- e. On Completion of 2nd Slab Rs. ....
- f. On Completion of 3rd Slab Rs. ....
- g. On Completion of 4th Slab Rs. ....
- h. On Completion of 5th Slab Rs. ....
- i. On Completion of 6th Slab Rs. ....
- j. On Completion of 7th Slab Rs. ....
- k. On Completion of 8th Slab Rs. ....
- l. On Completion of Brick Work Rs. ....
- m. On Completion of External Plaster Rs. ....
- n. On Completion of Internal Plaster Rs. ....
- o. On Electrical & Plumbing Rs. ....
- p. On Flooring & Tiling Rs. ....
- q. On Possession Rs. 13,92,750:00



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2000

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

[Signature]  
3  
Pooja Misra Pandit . A.P. 27  
[Signature]



subject to such allotment or claim any amount by way of damages or otherwise howsoever from the Developers.

4. Without prejudice to the Developer's other rights under this agreement and/or in law, the Purchaser/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.
5. 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 July 2004, subject to civil commotion or any Act of God such as earth quake, flood or any other natural 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 stand~~ together with construction, if any, thereon to the extend of the ~~amounts due~~ to the Purchaser/s.  
300014-22
7. As soon as the said premises is notified by the Developers as complete, ~~the Purchaser/s 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.
8. 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.
9. The Developers shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement

\_\_\_\_\_ Pragya Meera Pandit A.P. 27

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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 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 conditions 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

*Handwritten signature*



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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Flat No. 701, on the 4<sup>th</sup> Floor of Building known as "G.B." admeasuring 750 Sq. Ft. or thereabouts (CHARGABLE AREA) situate at Plot no.1 in Sector-16 of Sanpada, Vashi (E), Navi Mumbai containing by admeasurement 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 mtr wide road.

THE SECOND SCHEDULE ABOVE REFERRED TO  
FIRSTLY

1. The expenses of maintaining repairs, replacing etc., of the internal walls, rain water pipes, electric wires, water lines, drainage lines and all other service lines under or upon the said property (described in the First Schedule hereinabove written) servicing the entire Complex and used and/or benefited by the Purchaser in common with the other purchaser/Occupiers of all the buildings in the said property also 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.

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

3. The salaries of clerks, bill collectors, sweepers etc.

SECONDLY

4. The costs of cleaning and lightening the passages, landing, stair-cases and other parts of the said building so also gutters and rain water pipes and electric wires and lifts in the said building.

5. The costs of decorating the exterior of the said building.

6. The costs of working and maintenance of water pump and light and other service charges.

7. Municipal and other taxes and other assessment.

8. Insurance of the said building.

*[Handwritten signature]*

*Taragya Misro Pandit*

*A.P. [Signature]*

9. Such other expenses as are necessary or incidental for the maintenance and up-keep of the said building.

**THE THIRD SCHEDULE REFERRED TO ABOVE**

**LIST OF AMENITIES.**

1. Swimming Pool.
2. Club House.
3. Beautiful Landscaped Garden within the Complex.
4. Children's Park with Modern Equipments.
5. Common dish Antenna for world Channels.
6. Decorative Entrance Lobby.
7. White Mosaic Flooring.
8. Granite Kitchen Platform with Stainless steel Sink.
9. Concealed Copper Wiring.
10. Concealed Plumbing with Best Quality Fittings.
11. Best Quality Aluminum Sliding Windows.
12. Coloured Glazed Tiles in Bathroom/W.C.
13. Renowned make Elevators.
14. Advanced Fire Fighting System.



SIGNED, SEALED AND DELIVERED by  
 Moraj Constructions (I) Pvt. Ltd. through its  
 Director Mr. Ashwin P. Vora  
 said Developers who have hereunto  
 affixed his signature  
 in the presence of  
 Shri. Pravin Borghre

*(Signature)*

*A.P. Vora*  
 Director

SIGNED, SEALED AND DELIVERED  
 by the withinnamed "Purchasers"  
 Mr. Umesh Mahesh Pandit  
 Ms. Pragya Mishra Pandit  
 in presence of  
 Shri. Pravin Borghre

*(Signature)*

*(Signature)*  
*Pragya Mishra Pandit*

**RECEIPT**

Received of and from the withinnamed  
 Purchaser Mr. Umesh Mahesh Pandit Ms. Pragya  
 Mishra Pandit a sum of Rs. 11,000/-  
 (Rupees Eleven Thousand only)  
 being the earnest money deposit Payment within mentioned  
 to have been paid by them to us.

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) Rs. 11,000/-

We say Received.  
 for MORAJ CONSTRUCTION (I) PVT. LTD.  
 Director.

*A.P. Vora*

*(Signature)*







CONSTRUCTIONS (I) PVT. LTD.

C-7, Big Splash, 1st Floor, Turbhe Road, Sector-17, Vashi, Navi Mumbai - 400 705.

E-mail : info@bhumirajgroup.com • sales@bhumirajgroup.com • Visit our site : www.bhumirajgroup.com  
TEL : 5591 2401/2/3/4 FAX : 2789 8027

**ALLOTMENT LETTER FOR STILT PARKING**

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

10 June, 2004

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 rules, regulation of the Bye-laws of the Navi Mumbai Municipal Corporation and / or any other authorities concerned.

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

Yours sincerely,  
For MORAJ CONSTRUCTIONS (I) PVT. LTD.

DIRECTOR

*AP*  
*[Signature]*  
*[Signature]*

I / WE CONFIRM THE ABOVE

*[Signature]* *Pragya Mishra Pandit*  
PURCHASERS/S