

दस्त गोषवारा भाग - 2

कलन3

दस्त क्रमांक (5379/2008)

22

दस्त क्र. [कलन3-5379-2008] चा गोषवारा बाजार मुल्य :431500 मोबदला 300000 भरलेले मुद्रांक शुल्क : 100

दस्त हजर केल्याचा दिनांक :29/09/2008 01:38 PM निष्पादनाचा दिनांक : 29/09/2008 दस्त हजर करणा-याची सही :

29/. Parul la . 3/15/3/10m

दस्ताचा प्रकार :64) घोषणा पत्र

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 29/09/2008 01:38 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 29/09/2008 01:43 PM शिक्का क्र. 3 ची वेळ : (कबुली) 29/09/2008 01:43 PM शिक्का क्र. 4 ची वेळ : (ओळख) 29/09/2008 01:43 PM

दस्त नोंद केल्याचा दिनांक : 29/09/2008 01:43 PM

पावती क्र.:5378

दिनांक:29/09/2008

पावतीचे वर्णन

नांव: विद्या विजय आजगांवकर

:नोंदणी फी 4320

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 440

(SIT. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

4760: एकूण

खालील इसम असे निवेदीत करतात की, ते दस्तुऐवज करून व त्यांची ओळख पटवितात.

1) दर्शन गणेश म्हात्रे - - ,घर/फ़्लॅट नूं केलास भुवन , पुंहिदन दयाल

गल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः

शहर/गाव:-तालुकाः -

2) भास्कर विजय आजगांवकर - - ,घर/फ़लॅट ने: बी/402, चौथा मजला,चु जवाह विंग, दिन दयाल राड डोंबिवली प

गल्ली/रस्ता: -

ईमारतीचे नावः

ईमारत नं: -पेठ/वसाहत: -

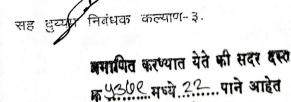
शहर/गाव:-

तालुकाः -

पिन: -



Annexure is not to be registered सहपत्राची नोंदणी केलेली नाही.





Anta 28100 1200C

पुस्तक क्रमांक..... ते... वर नोंदला



केलेली रक्कम

करणाऱ्याची स्वाक्षरी **४** १५७९

l) रुपये ^{*}

नमुना म.को.नि.६ (नियम ११२ पाहा)

सर्वसा. २६ - म Gen. 26-M

D. D. O. 1 0 7 5

चलन क्रमांक

या ठिकाणी कोषागारात/उपकोषागाः

कोषाणार/उपेकोषाणार

ब्रुकेचा व्यवस्थापक

ì

दिनांक

| | भारतीय स्टंट बॅकेमध्ये/भारती | <u>य रिझर्व बॅकेमध्ये</u> |
|--|--|---|
| भरणा करणाऱ्यांमें भैरावयाचे | विभागीय अधिकाऱ्याने किंवा कोषागाराने भरावयाचे | कोषागाराने/उपकोषागाने/भारतीय रिझर्व बँकेने भारतीय स्टेट बँकेने हैदाबाद स्टेट बँकेने भरावयाचे |
| जिच्चावतीनें रकम भरण्यात आली आहे त्या व्यक्तीचे नाव/पदनाम् अपणि पत्ता | लेख्यांचे वर्गीकरण | रकम मिळाली. |
| A: Jan z wildow | 🗘 🗥 विभाग : (C) नोंदणी व मुद्रांक विभाग | रुपये (आकडयात) |
| (w) ilvidmod | | रुपये (अक्षरी) — 6 69 ज |
| भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपुत्रील आणि भरणा करण्याचा उद्देश | उपप्रधानशीर्ष : ०२/१०३ अपुरे मुद्रांक शुल्क S | काषापाल किया मेर बेक बिका |
| | गौणशीर्ष ०३ Sub head - 02 | भारतीय स्टेट बैक विभागक Branch |
| अपुरे मुद्रांक शुल्क 6695/- | संगणक संकेतांक | लेखापाल Thane Collectorate |
| भरणा केलेली रक्कम रूपये 669 S | | -g SEP ZUUO |
| (SHALL) BULLY N PHOLICE | बरोबर आहे,पैसे स्वीकारावे व पावती घ्यावी | |
| करणाऱ्याची स्वाक्तरी | दिनांबंदिक जिल्ली स्वासरी | बँकेचा व्यवस्थापक रेखा / रेखा / RECEVED |
| Paids & dind mag | हाणे (शहर) किने रकम भरणा करण्याबाबत आदेश देणाऱ्या अधिकाऱ्य | दिनांक 🔾 |
| (0020)(02)(400) (0.1)(02) | | e 22 |
| (0030)(02)(103)(04)(02)(01) | | |
| | नमुना म.को.नि.६ (नियम ११२ पाहा) चलन क्रमांक | सर्वसा २६ - म Gen. 26-M |
| | <u>या ठिकाणी कोषागारात/उपकोषागार</u> भारतीय स्टेट बँकेमध्ये/भारतीय रिड् | D. D. O. 1 0 7 5 रात भरण्यांत आलेल्या रोख रकमेचे चलन झर्व बॅंकेमध्ये |
| भरणा करणाऱ्यांनें भरावयाचे | विभागीय अधिकाऱ्याने किंवा कोषागाराने भरावयाचे ३ | कोषाणाराने/उपकोषाणाने/भारतीय रिझर्व बँकेने भारतीय स्टेट बँकेने हैद्राबाद स्टेट बँकेने भरावयाचे |
| वित्रीने रकम भरण्यात आली आहे युक्तीचे नाव/पदनाम अभिग्नाना १०००००००००००००००००००००००००००००००००० | राज्याय वंगाकरण | कम मिळाली. |
| Dombiution). | प्रधानशीर्ष : ,००३० नोंदणी व मुद्रांक | ज्यये (आकडरणना SUB-NEG/S |
| । करण्यासंबंधीच्या प्राधिकारपत्राचा क आणि भरणा करण्याचा उद्देश | उपप्रधानशीर्ष : ०२/१०३ दंड | nuide 2 |
| 500/- | गौणशीर्ष ०४ Sub head (102101210) संगणक संकेतांक | |

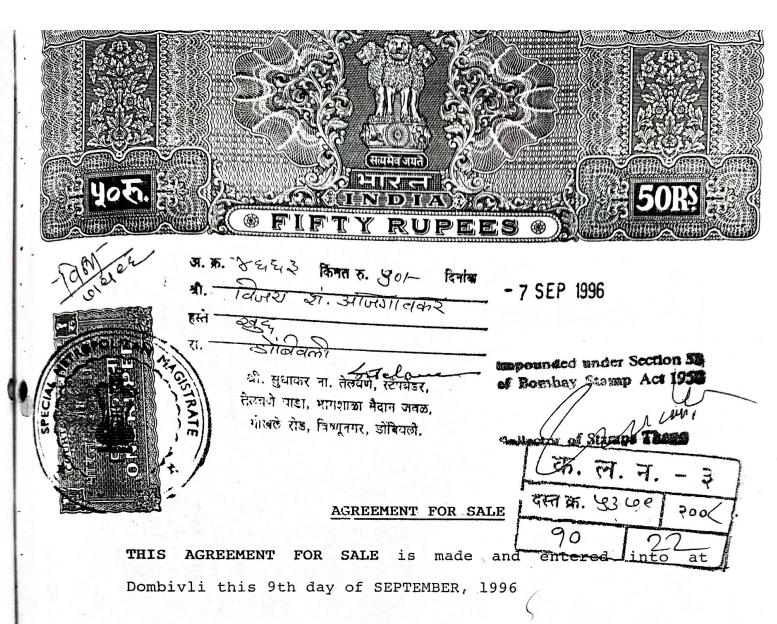
येथे कोषागारात/बँकेने रकम भरणा करण्याबाबत आदेश देणाऱ्या अधिकाऱ्यांचा रबरी शिक्का उसवावार

बरोबर आहे, पैसे स्वीकारने व पहली ह्यावी

गाणे (याहरे)

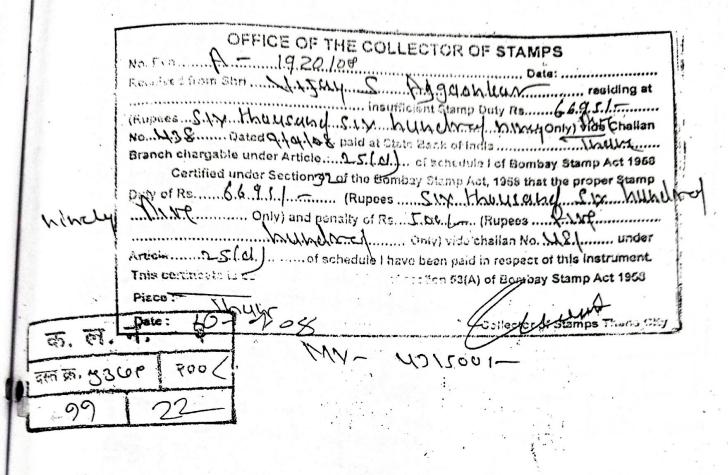
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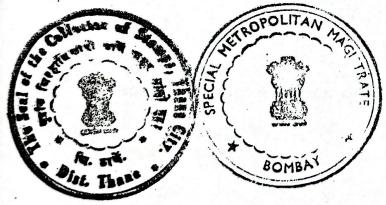
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BETWEEN

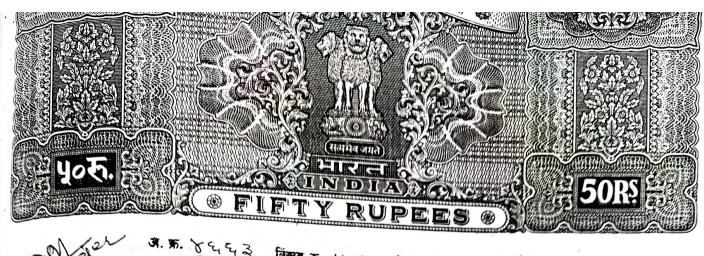
SHRI EBRAHIM HUSSAIN age 36, Muslim adult occupation Business, residing at LIYANA CAMERA CENTRE, TEMA TARRACE SHOP NO. 4, 33/35 RAGUNATH DADAJI STREET, D.N. ROAD, FORT, BOMBAY - 400 001 & NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY LTD., Flat No. B-402, 4th Floor splenday Road. Balaji Palace, Dombivli (West), Tal - glann, Dist Thane Pin; 421 202 hereinafter called The William Which expression shall unless repugnant to the context mean include his heirs, executors, administrators nominees & assigns) of the FIRST PART.











अ. फ. ४ ६, ६, ३ विमत ह. ४०१ - दिनांक - 7 SEP 1996

ETT TO POLITAN AND GISTRATE

भी. गुधाकर ना. तेलवर्णे, स्टेपबेंडर, तेलवर्णे बाडा. भागशाळा मैदान जवळ, गोधले रोड, विष्णूनगर, डोबिवली. क. ल. न. - ३ दस्त क्र. ५३७९ २००८ १२ २२

: 2 :

AND

SHRI VIJAY SHANKAR AJGAONKAR, aged 46, Hindu adult Indian Inhabitant residing at NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY LTD., Flat No. B-402, Deendayal Road, 4th Floor, Balaji Palace, Dombivli (West), Tal - Kalyan, Dist - Thane Pin: 421 202, hereinafter called "THE PURCHASER" (which expression shall mean and include his heirs, executors, administrators and assigns) of the SECOND PART.

ANDWHEREAS the vendor is owner and absolutely seized and possessed of a residential flat, beging form. No. B/402 admeasuring 575 Sq.ft. in 'B' Bldg. of on the time floor of NEW JAWAHAR CO-OPERATIVE SOCIETY LTD. What No. B-402, Deendayal Road, 4th Floor, Balaji Parace, Doubivli (Nest) - 421 202, more particularly described in the chedule hereinunder written. The said flat No. Signature reinafter referred to as "THE SAID FLAT" for the sake of Arevity.

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क. ल. न. - ३ वस्त क्र. ५३७९ २००८ १३ | 22

OPOLITANDENEREAS the Vendor, being the absolute owner, is entitled to sell the said flat NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY LTD., Balaji Palace, Deendaval Road, 4th Floor, flat No. B-402, Dombivli SOMBA (West).

ANDWHEREAS the Vendor have agreed to sell, transfer, convey and assign and the Purchaser have agreed to agreed to purchase the said Flat along with the transfer formalities of the said flat free from all encumbrances for a total consideration of Rs. 3,00,000 (Rupees Three lakh only).

ANDWHEREAS the Vendor has agreed to sell and transfer all his rights of the said flat in favour of the Purchasers. NOW THIS AGREEMENT WITNESSTH the said terms and conditions as under.

That the Vendor doth hereby sell, convey, assign and transfer all his right, title and interest in the said flat No. B/402, having built up area of 575 Sq.ft. on the Fourth Floor of the Building "NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY along with above referred benefits. attached to the said flat. In consideration of Rs. 3,00,000/- (Rupees Three lates URT 15/2) and to the Vendors.

That the Vendor agreed to transite has transfered his right and property of the said society and all such other acts matters things, society and all such other acts matters things, for effectively transferring the said society B/402 of the 'B' Building of the said society and electricity connection without characters any extra cost for the same.

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क. ल. न. -पान का. 3340 €

STAOPOLIT.

That the Vendor hereby agreed to deli the possession of the said flat No. B/402 of the said society and further agreed handover the original copy of Agreement, pending with Tahashildar for convenced as and when received. He further declares that now he has no right, title and interest or claim of whatover nature in the said flat.

That all the monetary dues in respect of the 4. said flat including dues of the society such as Municipal Taxes, Water charges, Maintenance etc. and Electricity Bill for the period up to the date of possession shall be born by vendor.

That the Vendor hereby declare that he has absolute and clear title for the said flat & shares and he further confirm that he has not mortgaged or assigned or in any way alienated his right, title and interest in the said flat to anyone and he further declare that the said flat is free from all encumbrances and agrees to indemnify the purchases against all such claims.

The vendor give his irrevocable 6. to the Purchaser approaching the for the transfer of the said of name.

That the purchaser hereby agree & member of the said society and ful 7. abide by all the terms and conditions of the said society

OPOLIT ... ٠٠٠ (١٩٠ ١٠٠٠) 5 दस्तक. 33७८ agrees to pay regularly to the said SPECIAL all the dues which he is liable to pay as a member from time to time from the date of possession of the said flat.

That the Vendor hereby declare and confirm 8. that: That there is no outstanding loan from any financial Institution or any other against the said flat and the said flat is absolutely free from any encumbrances. That he has not earlier agreed to transfer the said flat to anyone else. That he shall indemnify and keep indemnified the Purchaser against any claim amde against him in future by anyone in respect of the said flat for the said period prior to this indenture.

SCHEDULE OF THE SAID SOCIETY ABOVE REFERRED TO

ALL THAT the piece or parcel of land or ground admeasuring about 750 Sq.Yards bearing S.No. 18/9 and 18/10 with old building known as 'SAHAKAR' standing thereon with corresponding City Survey Nos. 206 to 210 situate at Revenue Village Dombivli in Taluka and Sub-Registration Dist. Thane within the limits of Kalyan Municipal bounded as under:

ON OR TOWARDS THE EAST :

ON OR TOWARDS THE WEST

ON OR TOWARDS THE NORTH :

ON OR TOWARDS THE SOUTH :

Property The

Road.

Adwait Soc s.No. 195)

Panorama Society (S.No. 197 & 199)

Labra Coming

J. A. C. F. L. A. C. F. L. A. C. L. A. IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and on the day and year first hereinabove written

SIGNED, SEALED AND DELIVERED by the withinnamed Vendor Shri. EBRAHIM HUSSAIN in the presence of ...

(VENDOR)

SIGNATURE

NAME MR: U.SHOTT

ADDRESS 34/PGIMRY LAND GR-FROOR

SIGNED, SEALED AND DELIVERED by the withinnamed Purchaser Shri VIJAY SHANKAR AJGAONKAR in the presence of ...

9814 Sumilar

SIGNATURE ZUHUT FIE 3447 NAME (K. B. Thaller).

ADDRESS B |404 , Belove Paloce
Dembroli (W) +2120 1 I SAY MR. EBRAHIM HUSSAIN

ON SOLEMNLY AF & DECLARE AS UNDER: I RECEIVED RE

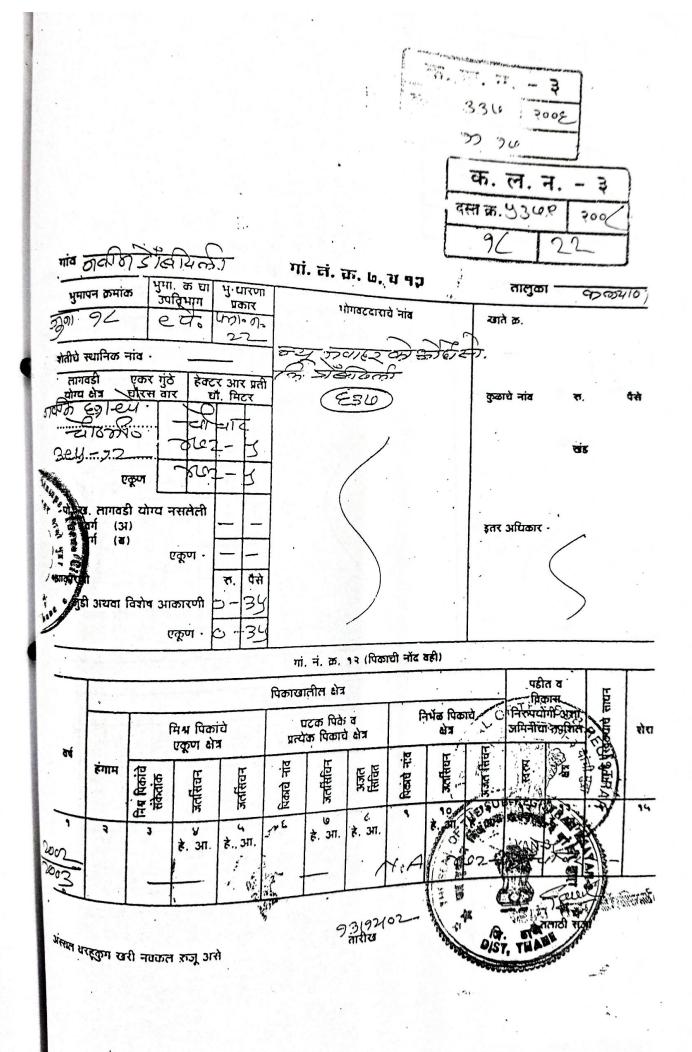
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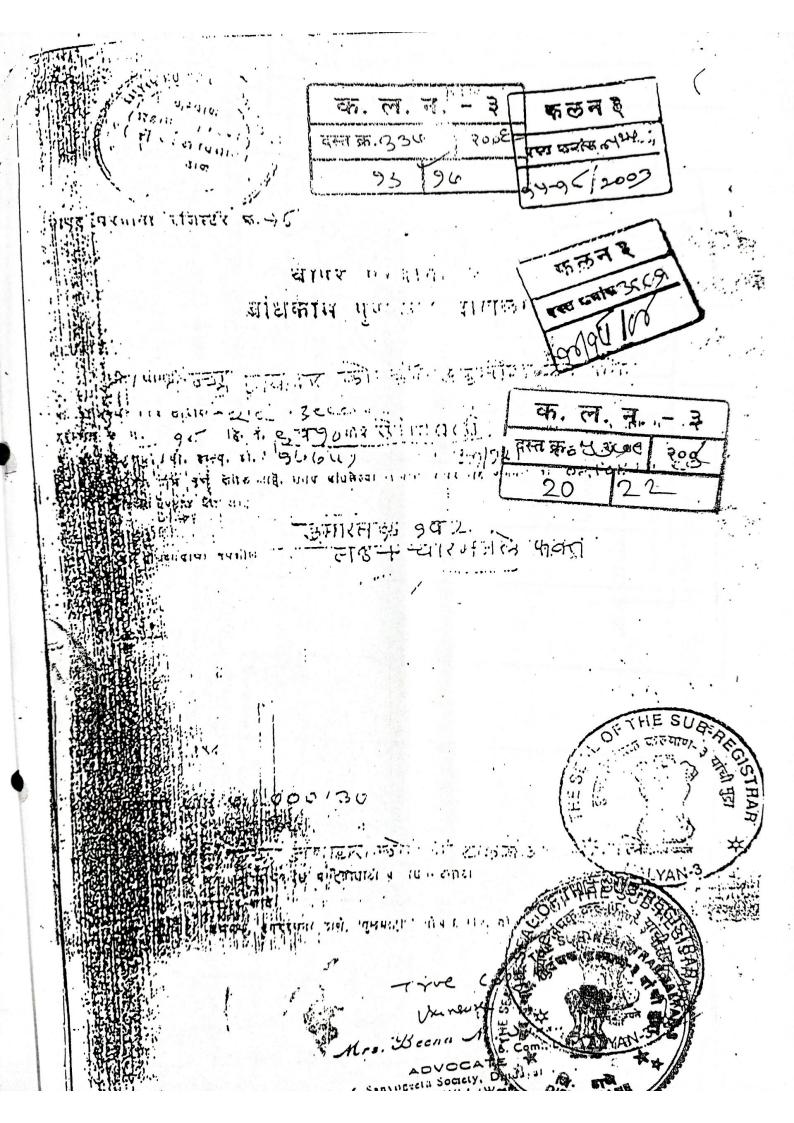
VIJAY SHANKA

BEFORE ME,

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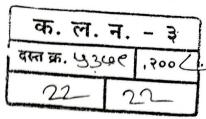
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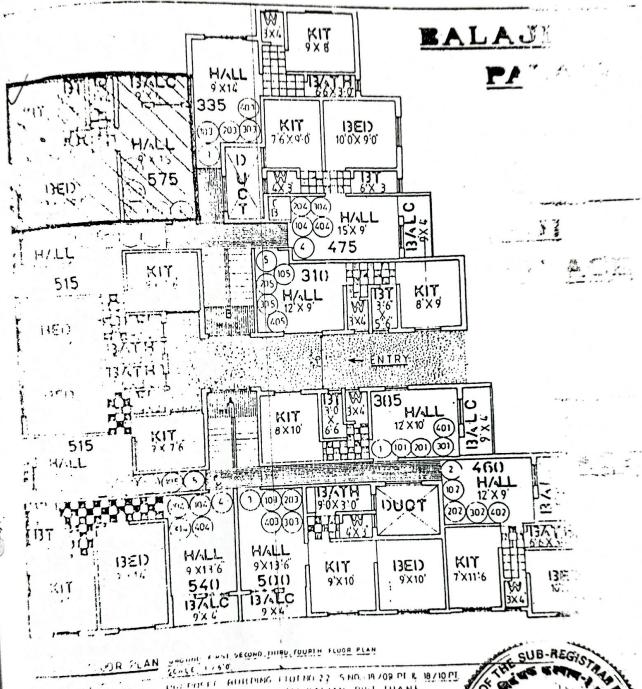


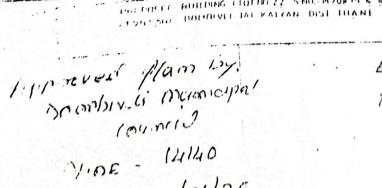


दस्त इत. 335 फछन १ 78 .[3 江台:河 क्त कारा वार्य मं म्तुस मृत्य इंग्यंत तंत्र स्पीत येर ल. का. पताम् अमिन पत्मान अधिनियाः १९६६ मा १.१४ ११०/१११ अन्ये ज्या वर्णत नांव टामत केता भगत मा क्रम्त क्र.५३७१ मित्रम Ogeta Solicy, Diads) 1 6 6 3 6 1 6 1 C 9 £ व नमुना नं. दोन 50 तालुका :- कल्याण Mrs. Decid FHI スク A-5, Sea 49-28 ずいには मान्दरा हन्यारी स्पित असत्यम अम्पिक बाक्यक्तं पृश्चित्रनं व्यस् अर्थि अरी × मिपयीन बण्य MIKHI 25% KALYA

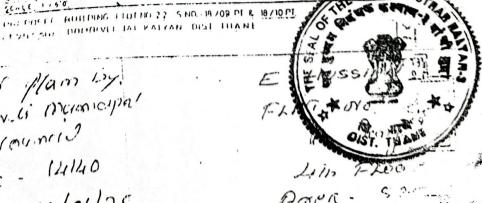








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दुय्यम निबंधकः

दस्त गोषवारा भाग-1

कलन3

दस्त क्र 5379/2008

0122

29/09/2008 1:43:44 pm

कल्याण 3

दस्त क्रमांक :

5379/2008

दुरताचा प्रकार :

घोषणा पत्र

अनुक्र. पक्षकाराचे नाव व पत्ता

नावः विद्या विजय आजगांवकर - -नावः ।पद्मा । १८८ नं: बी/402, चौथा मजला,न्यु जवाहर पताः वर्गः स्ति विंगः, दिन दयाल राेड डोंबियली प

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -पेट/वसाहतः -शहर/गावः

पक्षकाराचा प्रकार

42

लिहून घेणार

वय सही

क्षा । वद्या (व. उत्तात्रावकार

छायाचित्र

अंगठ्याचा ठसा









1:43:12 PM

पावती

Original नौंदणी ३९ म. Regn. 39 M

पायती क्र. : 5378

डोंबिवली (जुनी व नवी गावाचे नाव

दस्तऐवजाचा अनुक्रमांक दस्ता ऐवजाचा प्रकार

दिनांक 29/09/2008 2008 सादर करणाराचे नाव:विद्या विजय

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (22)

4320.00

440.00

4760.00

आपणास हा दस्त अंदाजे 1:57PM ह्या वेळेस मिळेल

सह दुख्यम

बाजार मुल्यः 431500 र विकास स्टिन्स अ००००० र विकास स्टिन्स स्टिन स्टिन्स स्टिन्स स्टिन्स स्टिन्स स्टिन्स स्टिन्स स्टिन्स स्टिन भरलेले मुद्रांक

| क. ल. | न. | - 3 |
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| दस्त क्र. ५३ | ee | 2002 |
| 9 | 2 | 2_ |

| 979 \ Date 17/09/08 |
|-------------------------------------|
| Mrs. Kanchan S. Tarte |
| Mrs. Kanchan S. License No.: 11/92 |
| 11 - 41-00/ |
| Purchaser's Name Wiel 500 1000 5000 |
| 10 20 50 100 500 |
| Received Rs. |
| |
| Licence No. 11/92 |
| STAMP VENDOR Mrs. KANCHAN S. TARTE |
| Mrs. KANCHA |
| ADD: Plot No. 121 |
| ADD:-Plot No. 1 (E) |





DECLARATION DEED

2 SEP 2008

29th lavor Sept 1008. BY State of Participal Recognition of Sept 1008. BY State of Participal Recognition of Participal Re

| - 3 | . न. | क. ल. |
|-----|------|--------------|
| २०० | ue | दस्त क्र. ५३ |
| 7_ | | Q |

SMT. VIDYA VIJAY AJGAONKAR, Aged 42 years, residing at Flat No. B/402, Fourth Floor, 'B' Wing, New Jawahar Co-operative Housing Society Ltd., Deendayal Road, Balaji Palace, Dombivli (West), Taluak Kalyan, Dist. Thane, hereinafter called "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns) is here by declares and confirms as under

WHEREAS the Vendor Mr. EBRAHIM HUSSAIN and the Purchaser have made an agreement for sale dated 09/09/1996, On Stamp duty of Rs.100/- for flat bearing No. B/402, on Fourth floor, "B" Wing, admeasuring 575 sq.ft. built-up area (53. 43 sq.mtrs) in the building known as "NEW JAWAHAR", Co-operative Housing Society Ltd., situated at Deendayal Road, Balaji Palace, Dombivli (West), Taluka Kalyan, Dist. Thane, for the consideration of Rs. 3,00,000/- (more particularly described in the schedule hereunder written) hereinafter referred to as "THE SAID AGREEMENT AND THE SAID FLAT".

AND WHEREAS Mr.Vijay Shankar Ajgaonkar has purchased a flat on 09/09/1996 he expired on 02/05/2008 leaving behind his wife Mrs.Vidya Vijay Ajgaonkar and therefore the Declaration has been made by Mrs. Vidya Vijay Ajgaonkar as flat owner as well as legal heir of Late Mr.Vijay Shankar Ajgaonkar.

AND WHEREAS he has not paid proper stamp duty as per Bombay Stamp Act, 1958 on the said agreement and therefore afterwards they have submitted the same for regularising the said document i.e necessary stamp duty to Collector of Stamps, Thane who has duly returned the same by regularising it and the same now they desire to register by this Deed of Declaration.

AND WHEREAS as the time of registration of the said agreement is already exhausted as per Indian Registration Act, it is decided to confirm the said agreement by this Deed of Declaration and lodge both the original agreement and Deed of Declaration for registration.

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क. ल. न. - ३ दस्त क्र. ५३७० २००८ :-Agreement is hereby

NOW THIS INDENTURE WITNESSETH IS AS UNDER :-

That the agreement for sale dated 07/09/1996 (said Agreement confirmed).

That the necessary Stamp Duty of Rs. 6695/- and penalty of Rs. 500/- total Rs.7195/- has been paid by the Purchaser in State Bank of India, Thane Branch on Thane under Challan No. 481 and Agreement certified by collector of Stamps Thane U/S.41 of the Bombay Stamp Act 1958 under their reference No. EVN/ A 1920/08 which is confirmed herein is annexed herein.

The Purchaser hereby once again declares and confirm the execution of the said agreement for sale of the said flat by deed of Declaration on his own (as the Vendor is not available) and the Purchaser further declares that the declaration given by him is true and correct and the Vendor will never have any objection for the same.

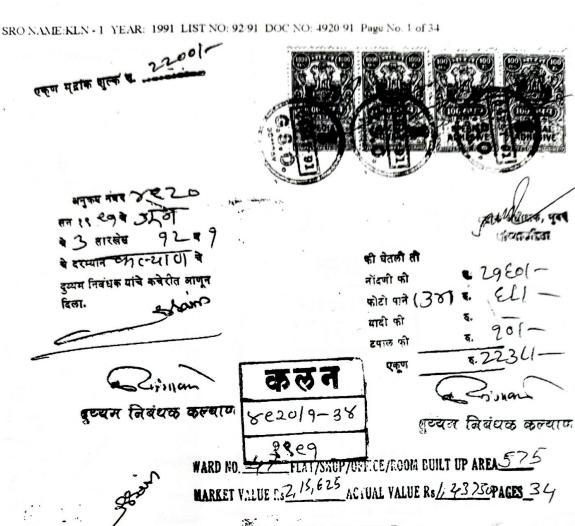
THE SCHEDULE OF PROPERTY

A flat bearing No. B/402, on Fourth floor, "B" Wing, admeasuring 575 sq.ft. built-up area (53. 43 sq.mtrs) in the building known as "NEW JAWAHAR", Co-operative Housing Society Ltd., situated at Deendayal Road, Balaji Palace, Dombivli (West), Taluka Kalyan, Dist. Thane, bearing Survey No.18, Hissa No. 9 & 10, City Survey No. 206 to 210 of Mouje Dombivli, Taluka Kalyan, Dist. Thane, and within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, and within the Registration Dist. Thane and Sub-Registration Dist. Kalyan.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Rhalkar V. Aigaonkar.

Eng registrations



FLAT PURCHASE AGREEMENT

ARTICLES OF AGREEMENT made at Dombivli, this 13/15 day of MAY 1991.

BWETWEEN

Messrs. VENKATESHWAR DEVELOPERS, a Partnership firm, doing business as Builders, Developers and Contractors and having their office at M.G.Road, M.G.Chowk, Dombivli (West), Tal. Kalyan, Disttrict Thane, hereinafter called 'THE PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Parntership, the individual partners thereof, survivor or survivors of the said Partners and heirs, executors, administrators, and assigns of the last surivivng Partner) of the ONE PART;



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AND

SHRI/SMT. EBRAHIM HUSSAIN

age 31, Occupation BUSINGS, residing at

LIYANA COVER CENTER GRINDLAYS

hereinafter called 'THE PURCHASER' (which expression shall whenever the context requires or permits mean and include his/her heirs, executors, administrators, successors and assigns) of the OTHER PART;

WHEREAS the NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY LTD. (hereinafter called 'the owners') a Co-operative Housing Society Ltd. is the owner of the property viz. All that the piece or parcel of land or ground admeasuring about 750 sq.yards bearing S.No.18 H.No.9 (part) and S.No.18, H.No.10 (part) together with a structure of old building known as 'SAHAKAR' standing thereon situate at Revenue Village, Dombivli in Taluka & Sub-Registration District Kalyan, District Thane and more particularly described in the SCHEDULE thereof hereunder written (hereinafter together referred to as

'the said property' and severally referred to as said land' and 'the said building' known as SAH, or 'the said existing old building');

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AND WHEREAS the said building known as 'SAHAKAR' was in a dilapidated condition and beyond repairs;

developed by demolishing the said existing old building and carrying out construction of a new building thereon as per the building permission granted and plan thereof already sanctioned by the Municipal/Planning Authority vide their letter No. 14140 dated 15.1.1935 and renewed upto 31.1.1980

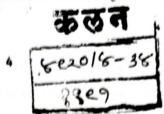
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AND WHEREAS in pursuance of the said building permission and the plan sanctioned therewith the duly commenced on the vacant portion of the said land, however, the same could not be continued further on account of the financial and other difficulties of the Owners;

AND WHEREAS by an Agreement dated 21st day of Jan. 1990, executed between the said owners of the first part, therein called the owners, the individual members of the said society, therein called the Confirming Parties, herein on the Second Part and M/s. Venkateshwar Developers, the Promoters herein therein called 'the Developers' on the third part, the said owners have authorised the Promoters herein to develop the said property by demolishing the said existing building known as 'Sahakar' and constructing thereon a building of flats in accordance with the aforesaid sanctioned plan.

AND WHEREAS under the terms of the said Agreement dated 21st of Jan. 1990 each of the members of the said





society shall be entitled to have (to be allotted) one flat in the proposed new building to be constructed on the said land;

AND WHEREAS under the terms of the said Agreement dated <u>Al-Ol-90</u> the Promoters herein have been put in possession of the said property AND WHEREAS the Promoters herein have entered upon and taken possession of the said property with a view to developing it by constructing thereon building of flats.

AND WHEREAS the Promoters herein, by virtue of the terms contained in the said Agreement dated have become entitled to commence work of construction of the building in accordance with the aforesaid sanctioned plan and according to certain conditions, restrictions and stipulations laid down by the said planning Authority which are to be observed and performed by the Promoters.

WHEREAS AND the Promoters presently are constructing on the said land the building consisting of flats in accordance with the aforesaid sanctioned plan AND WHEREAS the Promoters accept the professional supervision of the Architect and structing Engineer till the completion of construction work of the proposed building AND WHEREAS by virtue of the abovesaid Agreement, the Promoters have the sole, absolute and exclusive right to sell the said flats lexcepting the flats those are agreed to be allotted to the existing members of the said society);

AND WHEREAS the Promoters have offered for sale the various flats in the said proposed building that are now under construction to prospective buyers who are to be flat purchasers.

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AND WHEREAS the Purchasers on coming to know that the various flats under construction are offered for sale expressed his/her desire to purchase and/or acquire on ownership basis one flat being Flat No. 2/402 on the 410 floor of the said building which flat is to have a carpet area of ____ sq. ft. (Built up area .575 sq.ft).

AND WHEREAS the price and/a consideration of the said flat is agreed to be Rs. 143750/only (Rupees _ ONE LAKH FOURTY THREE THOUSAND only)

SEVENTOWOERE FIFTY

exclusing the other charges and expenses mentioned in the various other clauses of this Agreement.

AND WHEREAS by virtue of the said Agreement dated 21-01-90 all the flat takers in the said building shall be required to, in respect of their respective flat, become the members of the said New Jawahar Co.op. Hsg. Society Ltd. AND WHEREAS under the said arrangement, as the said property with the proposed building thereon already stands in the name of the said New Jawahar Co-operative Housing Society Ltd., the question of conveying the said property with building thereon in favour of the Co-operative Housing Society of all the flat-takers therein does not arise.

AND WHEREAS upon a request by the Purchaser, the Promoters have made a full and true disclosure of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser inspection of the Plans and specifications of the said proposed Building;

AND WHEREAS the copies of certificate of title of the said land issued by Shri N.S.[Rajiv] Patkar, Advocate of the Promoters, copies of property card or 6

bwing the nature of the title of the said land and the copies of the plans and specifications approved by the Dombivli Municipal Council and any other documents which are required to be given under rule 4 of the Maharashtra Ownership of Flats Act 1963 have been annexed hereto and marked annexure 'A', 'B', and 'C' respectively;

AND WHEREAS prior to making application for purchase of flat as aforesaid the Purchaser had made a declaration as required by the provisions of Maharashtra Co-operative Societies, Act, 1960, or Urban Land (Ceiling and Regulation) Act, 1976, to the effect that neither he/she nor the members of his/her family own a tenament, house or building within the limits of Dombivli;

AND WHEREAS the Purchaser has seen the site of the building and the work of the construction of the said proposed building being in progress and is satisfied with the quality of the work and has approved the same;

AND WHEREAS the Purchaser has been informed by the Promoters and therefore know that they have offered for sale all the respective flats in the building under construction or to be constructed on the said land to different purchasers and that they have executed Agreement for sale of some of the flats with a clear cut understanding to the Purchasers thereof that the Purchasers who are taking the said flats ultimately become the member of the said New Jawahar Co-operative Housing Society Limited.

AND WHEREAS the Promoters agree to sell to the Purchaser and the Purchaser agrees to purchase/acquire

total amount οf the 15% consideration to be paid to the Promoters by the Purchaser on or before the execution of these presents as Earnest Money or presents Deposit (The payment and receipt whereof the Promoters do hereby Ke201 admit and acknowledge). (The amount to be paid at the time of Agreement should not exceed 15% of the sale price of the said flat. of the total amount of consideb) 12% ration after the slab of the ground floor is cast. of the total amount of conside-12% c) ration to be paid after the slab of the first floor is cast. d) 12% of the total amount of consideration to be paid after the slab of the second floor is cast. e) 12% of the total amount of consideration to be paid after the slab of the third floor is cast. f) 12% of the total amount of cong of the fourth floor is cast g) 10% of the total amount of constide ration to be paid after the of brick masonry is complete. h) 10% of the total amount of consideration to be paid after the work of internal and external plaster of the walls is done. 1) 5% balance amount of consideration to be paid to the Promoters at the time possession of the flat is given to the Purchaser. 100% Total amount of consideration.

3. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned Planning Authority at the time of sanctioning the said plan or thereafter and may before handing over possession of the flat to the Purchaser, obtain from the concerned local authority occupation

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the said abovementioned flat upon the conditions hereinafter appearing.

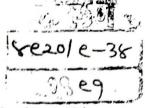
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoters shall construct the said proposed building as mentioned hereinabove in accordance with the plans, designs and specifications thereof sanctioned and approved by the concerned Planning Authority (Dombivli Municipal Council) with such variation and modification as the Promoters deem necessary and proper and as per the requirements and directions of the Planning Authority or Body.

Provided that the Promoters shall have to obtain prior consent of the Purchaser in respect of such variations or modifications which may adversely affect the flat of the Purchaser.

2. The Purchaser hereby agrees to purchase and/or acquire from the Promoters and the Promoters hereby agrees to sell to the Purchaser flat No. Blackhaving a approximate built up/carpet area of 595 sq.ft. (which is inclusive of the area of the balconies) on the 475 floor of the building now under construction written and shown in the floor plan thereof hereto annexed and marked Annexure 'D' (hereinafter called 'the said flat') for a total consideration of Rs. 43350 only to be paid by the Purchaser to the Promoters in the following manner that is to say:

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and/or completion certificate in respect of the said flat.

Index available in respect of the said land is as shown in the approved plan and that no part of the said floor space index has been utilised by the Promoters elsewhere for any purpose whatsoever and in case any part of the said floor space index is utilised elsewhere then the Promoters shall furnish to the Purchasers all the particulars in respect of such utilisation of the said floor space index by the Promoters. In case while developing the said land the Promoters have utilised any floor space index of any other land or property by way of floating floor space index shall be disclosed by the Promoters to the Purchaser.

5. The Promoters agree that they shall before handing over possession of the said flat to the Purchaser and in any event before his becoming a member of the said New Jawahar Co-op. Housing Society Ltd. (hereinafter referred to as 'the said Society') make full and true to be constructed on the said land (hereinafter referred to as 'the said Society') make full and true disclosure of the nature of their title to the said land as well as encumbrances, if any, including any right, title, interest or claim or any part in or over the said land and shall, as far as possible, ensure that the said land is free from encumbrances and the Said Society have absolute, clear and marketable title to the said property so as to enable the Purchasers for becoming its members.

possession of the abovesaid flat to the Purchaser within 12 months i.e. on or before 31-05-91 provided the Purchaser has paid to the Promoters the entire agreed amount of consideration and has made all the payments of dues and deposits and has performed his/her part of the present Agreement and nothing further remains to be done on his/her part.

If the Promoters fail or neglect to give possession of the flat by the date specified or on any further date or dates agreed to by the parties, the Promoters shall be liable on demand (but without prejudice to any other remedies to which they may be liable) to refund to the Purchaser the amounts already received by the Promoters in respect of flat with simple interest at 9 percent per annum thereon from the date, the Promoters received the sums till the date amounts and interest thereon refunded and the amounts and interest thereon shall be a charge on the land which the flat is or was to be constructed, to the extent of the amount due, but subject to any prior encumbrances.

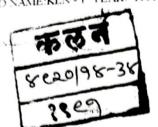
It is agreed that for want of cement and any other building material or for any other reason or reasons which is/are beyond the control of the Promoters and that in the event of handing over of the possession of the said flat is delayed, the Purchaser shall not be entitled to hold the Promoters responsible and/or liable in that behalf, and the Promoters shall be entitled to reasonable extension of time for giving delivery of flat to the Purchaser.

10. The Purchaser shall take possession of the said flat within 7 days of the Promoters giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.

Provided that within a period of three years from the date of handing over the flat to the Purchaser, if the Purchaser brings to the notice of the Promoters any defect in the flat or building in which the flat is therein or the material used situated or unauthorised change in the construction of the said building then, wherever possible such defects unauthorised changes shall be rectified Promoters at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

11. The Purchaser shall use the flat or any part thereof or permit the same to be used only for purpose of residence/carrying on any industry or business. The Purchaser shall use the garage or parking space only for purpose of keeping or parking the Purchaser's own vehicle.

12. It is agreed that the Purchaser shall become the member of the said NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY LTD. and for this purpose also from time to time sign and execute the application for membership and all the necessary papers and documents required for his/her becoming a member thereof including the bye-laws of the said society and duly fill in, sign and return to the Promoters within 7 days of the same being forwarded by the Promoters to the Purchaser so as to enabling him/her to become a member of the said society.



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No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the REgistrar of Co-operative Society. The Purchaser agrees to pay the amounts as and when demanded by the Promoters as and by way of donation or contribution to sinking fund for becoming his/her member of the said society.

It is agreed that the execution of all the necessary document required for his/her becoming the members of the society and payment of the aforesaid amount shall be a pre-condition for occupation of the said flat by the Purchaser.

- 13. As the said property and the proposed building to be built thereon already belongs to the said society, New Jawahar Co.op. Hsg. Society Ltd, the question of the conveyance of the property with building thereon in favour of the proposed Co-operative Housing Society that would be formed of all the flat takers in the said building does not arise.
- 14. Besides the amounts of instalments of the agreed consideration as stipulated in clause 2 of this Agreement, the Purchaser shall also pay and keep deposited with the Promoters on demand the following amounts.

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Ten (Rupees 10/-Rs. a) Entrance Fee.

(Rupees Two Hundred Fifty 250/b) only) as Share Money.

(Rupees Eight Hundred fifty 850/c) Rs. only) as Security Deposit for the due payment of his/ her proportionate share of the outgoings in accordance with the clause 15 (a) of

this Agreement.

(Rupees Four Thousand Five 4,500/-Rs. Hundred only) as expenses for electrical installation meter connection and water connection.

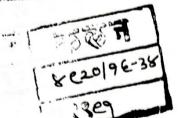
(Rupees One Thousand only) 1,000/-Rs. e) towards the legal charges.

(Rupees One Thousand only) 1,000/f) Rs. compound developing for charges.

(Rupees One Thousand Only) 1,000/for society office room.

> (Rupees Eight Thousand Six Hundred and Ten only).

8,610/-TOTAL Rs.



16

Commencing a week after notice in writing is given by the Promoters to the Purchaser that the said flat is ready for use and occupation, the Purchaser shall pay regularly and punctually, whether demanded or not, at all times his/her proportionate share [i.e. in proportion to the floor area of the flat] on the basis of Municipal and Revenue Assessment, in respect of the said flat, of all outgoings such as rates, taxes, cess, dues, duties, impositions, insurance premium, maintenance charges, charges for common lights and repairs, salaries of employees such as clerks, bill collectors, chowkidars, sweepers of proposed Co-operative Society and all expenses of and incidental to the management and maintenance of the said building. Purchaser agrees that he/she shall pay his/he proportionate water and electricity charge whether demanded or not.

Purchaser does not become the member of the said society, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoters provisionally Rs. 150/ (Rupees One Jump only) every month towwards the aforesaid outgoings as his/her monthly contribution.

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The Purchaser agrees that he/she shall pay up of the instalments hereinbefore indicated on time as agreed and shall not commit any default.

It is agreed that at each of the prescribed stages of construction as fixed in the clause 2 of this Agreement, when any instalment becomes due, Promoters shall make the demand of the due instalments in writing and the Purchaser shall make the payments to the Promoters at their office within 7 days of receipt of such a written communication. The purchaser agrees that his/her failure to pay the agreed instalment on demand within the period of 7 days as stipulated hereinabove shall be treated as a default on the part of the Purchaser in which event the Promoters shall have option to rescind the present Agreement which if exercised shall bring the present Agreement to its end. In such event the Purchaser shall be entitled to the. refund of the money paid by him/her after deductions, therefrom if any.

(b) Provided always that the option or right of the Promoters hereinbefore contained of rescinding this Agreement shall not be exercised by the Promoters unless and until the Purchaser is given a fifteen days, prior notice in writing by the Promoters of their intention to terminate this Agreement mentioning therein specific breach or breaches of terms and conditions of this Agreement and default on the part of Purchaser in payment of the amounts of instalments and other outgoings and after giving opportunity to remedy such breach or breaches within a reasonable time of fifteen days from the date of the receipt of the notice by the Purchaser.

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- agrees and undertakes to pay to the Promoters his/
 her proportionate share of the aforesaid charges
 and outgoings as fixed by the Promoters and the
 provisional monthly contribution regularly and
 punctually on or before the 5th day of each and
 every month in advance and shall not withhold the
 same for any reasons whatsoever.
- d) The Purchaser shall also deposit such other sums as deposits with the Promoters as may be called upon by the Promoters. The deposits shall not to carry interest and will remain with the Promoters until the possession of the said land with building thereon is handed over to the said Society the deposits shall then be paid over to the said society after deducting there from the actual expenses incurred on various accounts.
- e] The Promoters shall maintain an account in respect of various sums received by the Promoters from the Purchasers as advance or deposit and shall utilise the amounts only for the purpose for which they have been received.
- 16. The Promoters shall utilise the sum of Rs. <u>8500/-</u>
 (Rupees <u>Fight Shouoand five Iduand and only</u>.
 Only) paid by the Purchasers to the Promoters for meeting all legal costs, charges and expenses including professional costs of the Advocate of the Promoters for the cost of preparing and engrossing this Agreement and preparing the rules, regulations and bye-laws of the said society.

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17. The Purchaser doth hereby covenant with the Promoters as follows:

- The Purchaser shall from the date of possession maintain the said flat at his/her own costs in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said building or the said flat, staircase or any passages, which may be against the rules regulations or bye-laws of any concerned Local Authority or Government nor shall the Purchaser change, alter or make additions in or to the said flat or to the building or any part thereof. The Purchaser shall be responsible for any breach of the provisions.
- The Purchaser shall not store in the flat any b] goods, which are of hazardous, combustible of dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned Local Authority or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or to the flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

c] The Purchaser shall, at his/her own cost, all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be against the rules, regulations and bye-laws of the concerned Local Authority or other Public Authority. And in the event of the Purchaser committing any act in contravention of the provision, the Purchaser for liable be responsible and the concerned local consequence thereof to authority and/or other public authority.

The Purchaser further covenants with the Promoters that he/she shall not demolish or cause to be demolished flat or any part of the building in which the said flat situate nor will he/she at any time make or cause to be made any new construction of whatever nature in the said flat nor will he/ she make any additions or alteration of whatever nature in or to the said flat or any part thereof without the previous consent and/or permission in writing of the Promoters or the said Co-operative Society when it comes to be formed. The Purchaser shall not permit the closing of Verandha or Balconies or make any alteration in the elevation and outside colour scheme of the flat to be sequired by him/her without the previous permission in writing of the Promoters or of the Co-operative Society when it comes to be formed. If the building or any part thereof gets demolished and/or damaged on account of any act of

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natural calamity, act of enemy, war or other causes beyond the control of the Promoters, such losses incurred to the structure/building will be fully sustained by the Purchaser along with the other Purchasers and the Promoters shall not be responsible for such losses and be liable to the Purchaser/s for the same.

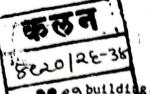
The Purchaser hereby covenants to keep the walls e] and partition walls, sewerage, drains, pipes and appurtenances of the said building/s and the flat in good tenantable repairs and conditions. The Purchaser further covenants not to chisel or in any other manner damage the columns, the beams, the slab, the padadees or the walls and the rest of the structures of the building. Any act or omission in breach of the conditions contained in this clause shall have the effect of putting an end to this Agreement and the Purchaser shall be liable to the Promoters or the said Co-operative Housing Society as the case may be for damages and if the amount deposited by the Purchaser are found to be inadequate to make good the damages, the Promoters shall be entitled to recover their money from the Purchaser to compensate for the damages so caused to the Promoter. The decision of the Promoters in that behalf shall be final and the Purchaser shall not dispute the decision of the Promoters in that regard.



- f) The Purchaser agrees that he/she shall use the said flat carefully and as a person of ordinary prudence would use the same and shall not use or permit others to use the said flat for a purpose other than that for which it is agreed to be sold or for a purpose which would be immoral, hazardous or dangerous to life and for a purpose which is prohibited by law.
- g] The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- h] The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.
 - The Purchaser shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his/her flat nor will he/she underlet or part with his/her interest in the flat or the benefit of this Agreement or any part thereof till all his/her dues of whatsoever nature owing to the Promoters are fully paid and provided the Purchaser has complied with all the terms and conditions of this Agreement and until he/she obtains prior consent/permission in writing of the Promoters.



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respective Purchasers of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned authority and the Promoters of the Society.

- 24. The name of the building to be constructed for the members of the Co-operative Housing Society shall be 'BALAJI PALACE' (PROPOSED) and shall not be changed without the written permission of the PROMOTERS.
- 25. The present Agreement shall always be subject to the provisions contained in the MAHARASHTRA OWNERSHIP FLATS ACT, 1965 and the rules framed thereunder or any other provisions of law applicable thereof.

SCHEDULE OF THE SAID LAND ABOVE REFERRED TO

admeasuring about 750 Sq.yards bearing S.No.18/9
18/10 with old building known as 'SAHAKAR' standing thereon with corresponding City Survey Nos.206 to 210 situate at Revenue Village Dombivli in Taluka and Sub-Registration District Kalyan, District Thane within the limits of Kalyan Municipal Corporation and bounded as under:

On or towards the East : Property belonging to

Mankame

On or towards the West : Road

On or towards the North : Adwalt Co.op. Hsg. Society

(City S.No.195).

On or towards the South : Panorama Co.op. Hsg.

Society (City S.No.197 &

199).



ANNEXURE 'B'

Copies of Property Card or Extract of VIIIII of any other relevant documents showing the nature of the title to the said land have been supplied to the Purchaser separately.

ANNEXURE 'C'

Copy of the Plan and Specification of the building has been supplied to the Purchaser separately.

ANNEXURE 'D'

A Flat/Shop shows on the floor plan of the said building.

ANNEXURE 'E'

Flat/Skop/Garage No.8/402 having built up area of .575. sq.ft. on ..410... floor of the building known as: 'BALAJI PALACE'

AMENITIES & Specification of the Flat/Shop/Garage

- 1. Building will have RCC framed structure with ground and AP upper floors with underground water storage tank with electric pump with one RCC overhead water storage tank.
- 2. All doors and windows will be wooden with Novateak Panels, oil painted windows will be provided with iron grills with oxidised steel hinges and aluminium fittings.
- Main door will be wooden panelled door with French Polished on one side with outside aldrop of steel metal with chain arrangement, from inside and peep hole and door eye.
- 4. Bathroom will be provided with polish tandoor flooring and a dado of 3-0 in glazed tiles, one indirect water connection from overhead water storage with shower also be provided.





One wash basin of 12 x 16 size will be provided.

- 6. All W.Cs. will have white glazed tiles flooring and dado of 1 x 6 high with cock flushing arrangement.
- 7. Cooking Platform in kitchen with black kadappa stone on top white glazed tiles dado of 1 x 6 high and one indirect water connection from 0.H.tank, R.C.C. shelves in kitchen will also be provided for storage.
- 8. The lighting arrangements in the flat will be as
- f following:

Living Room

One light point One bell point One fan point One plug point

Bed Room

One light point One fan point One plug point.

Balcony

: One light point

Kitchen

: One light point One domestic point One plug point

Bath Room

: One light point One domestic point.

W.C. Passage : One light point : One light point.

- Building will be painted from outside with cement paint.
- 10. Compound wall with gate.

IN WITNESS WHEREOF the parties hereto subscribed their respective hand and seals the year hereinabove written.

SIGNED, SEALED & DELIVERED by Shri CHETAN 10.

AYYA

Partner of M/s.VENKATESHWAR DEVELOPERS, the Promoter herein, in the presence of :

SIGNED, SEALED & DELIVERED by Shri/Sat. E.B.R.A. H.IM .. HUSSAIN

the Purchaser herein in the presence of :

M/s. VENKATESHWAR DEVELOPERS

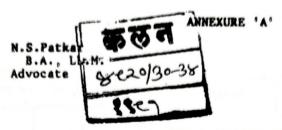
PURCHASER

RECEIPT

RECEIVED from the Purchaser the day and year abovementioned a sum of Money by Cheque No. 17.2.924. dated 8/5/91 on Skile Brookg. BIGONE. Bank.

Rs. 150001-





Patkar House Ram Nagar Dombivli (East) Tal. Kalyan Dist. Thane

TITLE CERTIFICATE

I have very carefully investigated the title of NEW JAWAHAR CO-OPERATIVE HOUSING SOCIETY LTD., a Society registered under the provisions of Maharashtra Societies Act, 1960 bearing registration no.TNA/HSG-133 to the property viz. land with building standing thereon and more particularly described in the Schedule thereof hereunder written.

In my opinion the title of the said society to the said property is clear, marketable and without any encumbrance.

THE SCHEDULE OF THE SAID PROPERTY

ALL THAT the piece or parcel of land or ground admeasuring about 750 sq.yards bearing S.No.18/9 and 18/10 with building known as 'SAHAKAR' standing thereon with corresponding City Survey No.206 to 210 situate at Revenue Village Dombivli in Taluka Kalyan, District Thane, within the limits of Kalyan Municipal Corporation and bounded as under:

On or towards WEST

: Road

On or towards EAST

: Property belonging to Mankame

Om Ganesh Apartment.

On or towards SOUTH

: Panorama Co.op. Hsg. Society

(C.S.No.197 and 199).

On or towards NORTH

: Adwalt Co.op. Hsg. Society.

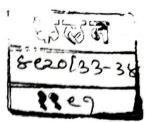
(C.S.No.195).

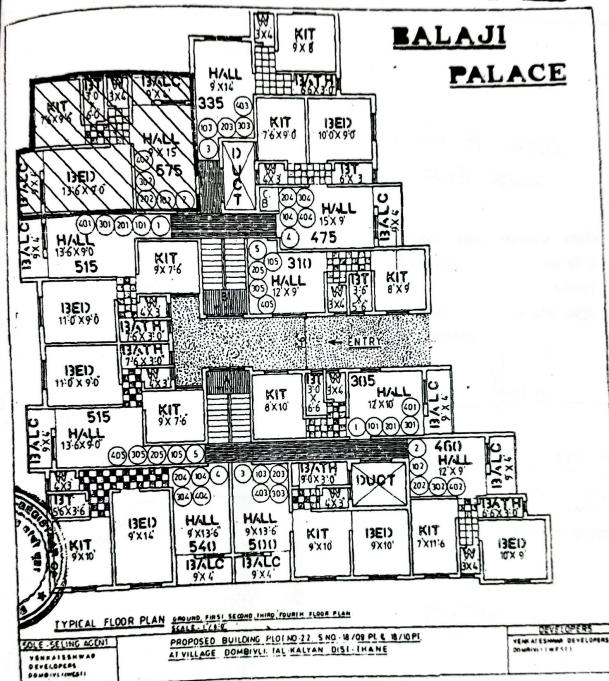
Sd/-N.S.PATKAR Advocate

The Flat-Purchaser shall pay brokerage at the rate of 2% on the total purchase price of the premises to VENKATESHWAR BALAJI ESTATE AGENCY. on signing this

Agreement.







Approved Plan by.
Dombivi mamicipal
Council
VIDE - 14140
Dale - 15/01/75

E. HUSSIAN

FLAT. OVO: 402

B. Wing

4Th FLOOT

Area. 575 8924.

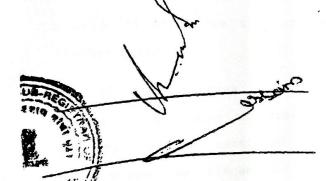
Balay: Palace.

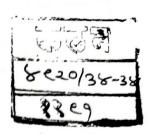
भागादार भी खेला प्रम प्रथा । भागादार जा आजार । भागादार जा आजार ।

३) स्त्री . इंड्राहीम इंड्रिन वय-39 व्यापार वर्ष सुवर्ध-9

दस्तंबज करून देणार

तयाकायः क्रियास्थानाम् । इस्तैयद्र कलः क्रियाचे क्रमुखः इस्तातः





अही जायव

विशेष वृद्यक निर्वचकास काही बारते हरू। अस्ति अस्ति की, हे बारते हरू। अस्ति अस्ति श्राप्ति इक्सास स्थाप्ति अस्ति श्राप्ति

Hower

वि उदिए ।। वर्षे क्रम्बाण

दुष्यम मिर्चयक कल्याण

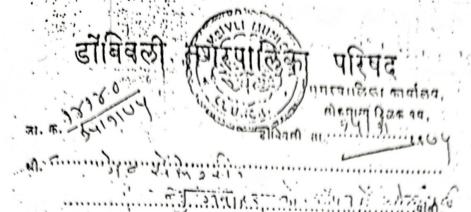
इत्तक कमाक 9 ४८२० कमाकांवर नोंबका इयाम निवंधक, कल्याण. हितांक अ माह जो १९९



OC. NO: 4920/91 Page No. 11 of 34

- 8 e20)99-38
- (c) The Purchaser agrees that he/she shill her claim a refund of his/her money immediately and shall be entitled to a refund only after a fresh booking of the said flat by the Promoters. The Promoters agree that in case the present Agreement is rescinded by them under this clause, they shall repay the Purchaser his money on fresh booking of the said flat.
- (d) It is hereby agreed that after the present Agreement is rescinded for reasons stated in this clause, the Promoters shall have the right to book the said flat again to others and the Purchaser herein shall have no claim whatsoever to and/or over the said flat.
- (e) After fresh booking of the said flat, the Promoters shall inform the Purchaser (who has committed a default) about the time and place to receive back his/her money.
- 7. If the Promoters elect not to exercise their option of rescinding the present Agreement on account of any default committed by the Purchaser as contemplated by clause 5 of this agreement, the Purchaser agrees to pay the Promoters interest at the rate of 9 percent per annum on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date of the said amounts become payable.
- 8. The fixtures, fittings and amenities to be provided by the Promoters in the said building and the flat are those that are set out and more particularly described in Annexure (E) annexed hereto.

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बांधकामास मंज्री

. आवमा दि. १ १ १३०१ ८ द्वा अर्थ व नकाशास्या प्रती विकारवार्य हार्यक्रन जावणांच वोजलेले गांपकाम करण्यात पुरीत शहीता वंडती देवता पेत आहे.

पांचकामाचे वर्णन

विल्दोन रजिस्टर नंबर

र) प्रोट फलेक्टर छादेशंकड्न नॉन् शांतिकलचर कहन चेतला शांला वाहिते. स्पीत बीगकान परणेची तिकड्न वरवानगी आणलेली शांतली वाहिते.

ेर) काम पुरे होताच नगरपालिका ऑक्तिलको छेली कळिति पारि । ते व

र) मार्वेक परमानकाने जॅनवाविन्ही किया तेष्टिक टॅक आशा न्या पदतीचे रोगांत वीपाववाचे आततील त्या पदतीच्या निवतात अनुवस्त बीपने बाहिने:

प) ही मंत्रुरी पीचस्वाचे तारलेपात्न एक वर्षाचे आंत हे बांधका पृत्त न केस्वार्य ही पेत्रुरी १६ होईल. व दुःदां जाहर आववात नतीन मंत्रुरी स्वार्य छागेल:

प) हे बोपकाम पूर्ण दोतांच बांधकान पूर्ण ताल्यांचे दिश्विकार / आर्किटेक्ट याचे कृंदेशीदीन लिटिशिकट धेऊन कर आकारणीचा तका पाटविला पादि हे. दक्कील मंगुरीशीतंच दमारतीचा वायर करता पेदल.

६) कोणवेशी वीधकाम करणेत्ती तानीत नाता पोरणेक्ट्स नतासातिकेची िंद्यानी करून देळन नंतर नावात प्रसात करावी.

o) वंशुर क्षेत्रविद्या त्रांत काम केरवात काणी वर्ष अवाबदारी मालकावर व काम करणाऱ्या कार्ट्स्टरवा अतर दिविनिशालर पारीत.

८) हमा ऑक्टिवम्य किम आहे.

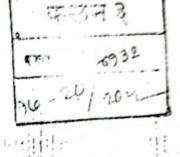
न वेतील रक्षेट्रे लखे जावे हैं कि है है महिन व वहां मेनरोह करे

श्रीकृत नगरमानिक विविद

TRUE COPY

मा. अ. बारकार

विधीकर अधिकारी. ड-११३%





| 6.*As Shri/Shrimatithe Non | ninee at Sr. Nois minor, I |
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| of the minor to represent the minor-nominee in the matters cor | nnected with this nomination. |
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| | Ligani |
| Place: 24. 11. 08 | 000 |
| Date: Doculiu Li | Signature of the Nominator Member |
| | |
| Name and Addressess of Witnesses | (1) Signature of the Witness |
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| (1) Shri/Shrimati . M: K: BALASU PORACHAN (AN). | April au |
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| Doubirli (w) | |
| ************************************ | |
| (2) Shri/Shrimati A-N. Joshi | (2) Signature of the Witness |
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| Address A. A.C. Activities of the Control of the Co | 711 |
| Address A/AOI. ASSITOSHI Balgi Palace, Pt. D. X Road Downsivli (w) | off, a colored off to the colored on high majority |
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| Date: 24.11.08 | TWORK VISIONS INSPECT TO STUDIES OF THE |
| Bell about and some outcome of the material set (see) to get | |
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| The Nomination Application was placed in the meeting of held on 7 1.2 : 08. | the Managing Committee of the Committee |
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| The Nomination has been recorded in the Nomination Reg | sister at Sr No. 59 |
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| | 1 Mari |
| 2 | The same of the sa |
| Date: 7.12 · 08 | |
| | Hon. Secretary, |
| | |
| ^1 | |
| Received the Nomination Application duly account | u co |
| Received the Nomination Application duly accepted in duplicate, | Co-operative Housing Society Ltd., |
| | |

Signature of the Nominator Member.

^{*}Strike out which is not applicable.