

Kalyan (West)



Radha Nagar Phase-III

1 & 2 Bedroom Deluxe Flats

Agreement for Sale

OF FLAT NO. 26 ON SIXTH FLOOR

IN BUILDING NO. DS-7



RAVI CONSTRUCTION CO.

30206

WHEREAS:

[1] Shri Baban Pandurang Thange [2] Shri Padmakar Pandurang Thange [3] Shri Harishchandra Pandurang Thange, [4] Smt. Banabai Dattu Thange, [5] Smt. Chandrabhagabai Krishna Chaudhary and [6] Smt. Taibai Ananta Bhoir [hereinafter referred to as "the Original Owners"] were the owners of land bearing Survey Nos. and Hissa Nos. as follows:

SURVEY NOS.	HISSA NOS.
28	5
30	4
31	Pt
32	1-4
46	3 and
46	4

all of Village Gandhare, Taluka Kalyan, Dist. Thane in aggregate admeasuring about 46,400 sq.yds. or thereabouts more particularly described in Schedule I hereunder written and hereinafter referred to as the said bigger plot, layout plan whereof is annexed hereto as Annexure I.

[b] By Agreement for Sale dated 16th day of January, 1989 made between the original Owners on the One Part and 'the DEVELOPERS' on the Other Part [hereinafter referred to as "the said Agreement for Sale"], the Original Owners agreed to sell to 'the DEVELOPERS' herein, the said bigger plot on the terms and conditions agreed therein. The said 'Agreement for Sale' is registered with the Sub Registrar of Assurances, Kalyan on 16th January, 1989 under S. No. 309 of 1989 and the same is valid and subsisting.

[c] "The Original Owners" had acquired the plots of land bearing Survey No.30, Hissa No.4 and Survey No.31 Pt. u/s 32(G) of B.A.T. & L. Act, 1948 and they have obtained sale permission u/s 43 under Order No.TD/VI/TNC/SR/1255 dated 06.01.1992 from concerned Sub-Divisional Officer, Thane. The said plots hereinafter are referred to as 'the said Property No.1'. The Kalyan Municipal Corporation has approved and sanctioned said plans under No. KMP/ NRV/BP/KV/103-20, dated 24.04.1991 in respect of the said Property No.1 revalidated from time to time.

[d] The plots of land bearing Survey No.46 Hissa No.3 and Survey No.46 Hissa No. 4 hereinafter collectively referred to as the said Property

No.2 is reserved for Public Utility purpose.

[e] "The Original Owners" are holding the plots of land bearing Survey No.28, Hissa No.5 and Survey No.32 Hissa No. 1 - 4 prior to 1952 as Agricultural Tenant under provisions of The B.A.T. & L. Act, 1948 and they have obtained permission for change of Tenure under Order No.Revenue/Dept.1/T-4/SR-20 dated 29.10.1994 from the District Collector, Thane. The said plots hereinafter are referred to as 'the said Property No.3' and more particularly referred to in Schedule II hereunder. 'The said Property No.3' are owned by the original owners as evidenced by 7/12 extracts issued by Talathi, Kalyan annexed hereto and forming part of this agreement as Annexure II/1 and II/2.

[f] The Original Owners have filed returns under Urban Land (Ceiling and Regulations) Act, 1976 and 'the said Property No.3' are treated as Excess Vacant Land and are allowed to be retained u/s 20 of U.L. (C & R) Act, 1976 as per order u/s 8 (4) passed by the Competent Authority under No.ULC/ULN/6[1] GR-8/Gandhare dated 25.6.1981.

[g] The Developers have under an Agreement For Sale of Transferable Development Rights entered with Shri Robert Yunus Khema dated 15.3.1995 acquired Transferable Development Rights (T.D.R.) with permission to utilise the said T.D.R. on the said Property No.3 as per Letter No. KMC/NRV/TDR/5591 dated 20.2.1995 of Kalyan Municipal Corporation.

[h] The Developers have under an Agreement For Sale of Transferable Development Rights entered with Shri Chandrakant Shivram Aher dated 10.11.1994 acquired Transferable Development Rights (T.D.R.) with a permission to utilise the said T.D.R. on the said Property No.3 as per letter No. KMP/NRV/3264 dated 12.10.1994 of Kalyan Municipal Corporation.

[i] 'the DEVELOPERS' have evolved scheme to develop 'the said Property No.3' interalia by constructing buildings comprising of residential flats/parking space/shop/offices to sell and / or dispose off the said flats/parking spaces/shops/offices and building or buildings to be constructed on 'the said plot of land' on what is known as "Ownership Basis". The scheme in respect of the said bigger plot is approved by the Housing and Special Assistance Dept., Government of Maharashtra under their order No. ULC/SSS/1091/917/XV dated 14.2.1991. 'the DEVELOPERS' have submitted to the Kalyan Municipal Corporation Plans, Specifications, Elevations, Sections and Designs in respect of the said Buildings to be constructed on 'the said Property No.3' and the Kalyan Municipal Corporation has approved and sanctioned said plans under No. KMP/NRV/BP/KV/103-20 dated 20.4.1991. The said Plans are for the area which is inclusive of the area allowed to be utilised in respect of T.D.R. annexed hereto and marked as

Annexure III. Kalyan Municipal Corporation has granted Commencement Certificate under No KMP/NRV/BP/KV/39-11 DT.2.5.1995 annexed hereto and marked as Annexure IV.

[j] 'the DEVELOPERS' have obtained permission regarding change of its user from Agricultural and Competent Authority under its order No. Revenue Dept-1/T-7/NAP/SR-8/94 dated 9th January, 1995 have granted N.A. permission in respect of 'the said Property No.3'

[k] The DEVELOPERS' have appointed Messrs. URBAN PLANNERS as the Architects for the project.

[l] 'the DEVELOPERS' have also appointed Mr. R.C.TIPNIS, Consulting Engineers for preparation of structural designs and drawings of the buildings to be constructed on 'the said Property No.3'.

[m] In 'the said Property No.3' 'the DEVELOPERS' alone have the sole and exclusive right to sell the flats/tenements and other premises in the buildings to be constructed on 'the said Property No.3', to enter into agreement/s with the PURCHASERS of such premises and to receive the sale price in respect thereof.

[n] MR. SHAILESH D.THAKKAR, Advocate High Court, Bombay have issued a Certificate of Title in respect of 'the said Property No.3' annexed hereto and marked as Annexure V.

[o] 'the PURCHASER/S' has/have applied to 'the DEVELOPERS' for allotment to him/her/them the Flat/Shop/~~Garage/Parking Space~~ No. 26 on the SIXTH floor in the building No. D.5-7 [hereinafter called the said premises] situated on 'the said Property No.3'.

[p] 'the PURCHASER/S' has / have demanded from 'the DEVELOPERS' and 'the DEVELOPERS' have given to 'the PURCHASER/S' inspection of all the hereinbefore recited documents of title relating to 'the said Property No.3', the said Agreements, the said approvals/permissions, plans, specifications and designs of the said buildings and all documents as are required to be shown to 'the PURCHASER/S' under the provisions of Maharashtra Ownership Flats [Regulation of the Promotion of Construction, Sale Management and Transfer] Act, 1963 [hereinafter called "the said Act"] and the Rules made thereunder as amended upto date.

[q] 'the PURCHASER/S' has/have made a declaration as required under the provisions of Maharashtra Co-operative Societies Act 1960 and the Urban Land [Ceiling & Regulations] Act that neither 'the PURCHASER/S' nor the members of their family as defined under the U.L. (C & R) Act, owns a tenement, house or a building within the limits of Thane District.

[r] 'the PURCHASER/S' has/have seen and inspected the plots of land and has/have himself/themselves fully acquainted with the state thereof and agreed to acquire the said premises from 'the DEVELOPERS' on what is popularly known as "Ownership Basis" at or for the price and on the terms and conditions and covenants mutually agreed upon by and between the parties hereto and hereinafter contained.

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

1. 'the DEVELOPERS' have commenced construction and development of 'the said Property No.3' and shall construct and complete building/s consisting of ground and upper floors on the plots of land described in the First Schedule hereunder written in accordance with the approved plans, designs and specifications with/without changes/amendments/modifications thereto and which plans have been kept at the Building site in the office of 'the DEVELOPERS' for inspection which the 'the PURCHASER/S' has/have also seen and approved [hereinafter referred to as "the said Building"]. 'the DEVELOPERS' shall be entitled to make such changes, additions, alterations, variations and modifications therein including in the said lay out as may be desired by 'the DEVELOPERS' and/or required by the Municipal Corporation and/or by any other authority concerned and PURCHASER/S hereby irrevocably and expressly consent/s to the same provided however that 'the DEVELOPERS' will obtain prior consent in writing of 'the PURCHASER/S' in respect of only such variation or modifications as affects the area of the said premises agreed to be purchased by 'the PURCHASER/S'.

2. 'the DEVELOPERS' agree to sell to 'the PURCHASER/S' and 'the PURCHASER/S' agree to purchase from the DEVELOPERS' flat/shop/garage/parking space No. 26 on the SIXTH floor in the Building No. DS-7 admeasuring 440.12 sq.ft. of carpet area and more particularly shown in red colour on the plan hereto annexed and marked as Annexure VI, for the price of Rs. 3,14,075=00 /-.

3. 'the PURCHASER/S' has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of 'the DEVELOPERS' to 'the said Property No.3' and he/she/they shall not be entitled to further investigate the title and the rights, powers and authorities of the Original Owners and/or 'the DEVELOPERS' and no requisitions or objections shall be raised on any matter relating thereto or howsoever in connection therewith.

4. 'the PURCHASER/S' agree/s to pay to 'the DEVELOPERS' the aforesaid Purchase price of Rs. 3,11,075/- [Rupees THREE LAKH ELEVEN THOUSAND SEVENTY FIVE Only] in the manner following:

- [a] Rs. _____ being earnest money deposit.
- [b] Rs. 62,215=00 on execution of this Agreement being part of the consideration.
- [c] Rs. 62,215=00 on plinth being cast.
- [d] Rs. 31,107=50 on completion of slabs over the said flat.
- [e] Rs. 31,107=50 on walls being completed of the said flat.
- [f] Rs. 31,107=50 on completion of flooring of the said flat.
- [g] Rs. 31,107=50 on completion of plastering of the said flat [internal & External]
- [h] Rs. 15,553=75 on doors and windows being fitted of the said flat
- [i] Rs. 15,553=75 on completion of sanitary fittings and plumbing works of the said flat.
- [j] Rs. 31,107=50 on possession of the premises being offered by 'the DEVELOPERS' to 'the PURCHASER/S'.

5. 'the PURCHASER/S' shall pay the aforesaid amounts on the respective due dates without any delay or default as time in respect of each such payment is essence of the contract. 'the DEVELOPERS' will forward to 'the PURCHASER/S' intimation of 'the DEVELOPERS' carrying out the aforesaid works at the address given by 'the PURCHASER/S' under this Agreement and 'the PURCHASER/S' shall be bound to pay the amount of instalments at the office of 'the DEVELOPERS' within 7 [Seven] days of 'the DEVELOPERS' despatching such intimation under certificate of posting at the address of 'the PURCHASER/S' as given in these presents and 'the DEVELOPERS' will keep the original certificate of their Architects certifying that 'the DEVELOPERS' have carried out items of work and such certificate will be open for inspection by 'the PURCHASER/S' and 'the PURCHASER/S' shall not dispute the same. It is expressly agreed that non-delivery or loss of the letter of intimation requesting payment of any monies from 'the PURCHASER/S' shall not be treated as excuse for non-payment or default by 'the PURCHASER/S' in payment of the monies due.

6. The term "Flat" shall include residential flat, office, shop, garage, parking space, or any other premises hereby agreed to be sold. The term 'the PURCHASER/S' shall include flat purchaser, office purchaser, shop purchaser, garage purchaser, parking space purchaser, or purchaser of any other premises hereby agreed to be sold and also include the plural and the feminine gender of the Purchaser/s.

7. It is expressly agreed between 'the DEVELOPERS' and 'the PURCHASER/S' that the flat shall be utilised for residential purpose only and for no other purpose or purposes whatsoever. 'the PURCHASER/S' agree not to change user of the said flat without prior consent in writing of 'the DEVELOPERS' which 'the DEVELOPERS' will be entitled to refuse if they deem fit and any unauthorised change of the user of the said flat by 'the PURCHASER/S' shall render this Agreement void/voidable at the option of 'the DEVELOPERS' and 'the PURCHASER/S' in that event shall not be entitled to any rights under or arising out of this Agreement.

8. 'The PURCHASER/S' shall have no claim save and except in respect of the particular flat/shop/garage/parking space hereby agreed to be acquired and all open spaces/flats/rooms/lobbies/stair-cases/terraces etc. will remain the property of 'the DEVELOPERS' until the whole of 'the said Property No.3' and/or any part thereof with building/s constructed thereon is transferred to the Society as hereinafter mentioned but subject to the rights of 'the DEVELOPERS' under this Agreement.

9. 'The PURCHASER/S' hereby agree that:

[a] 'The DEVELOPERS' shall be entitled to construct terrace, garden houses, along with one or more terraces, garden houses with or without open spaces attached thereto and shall be entitled to sell on Ownership Basis and/or otherwise dispose off the same and/or the exclusive use of any areas. 'the PURCHASER/S' and/or 'the PURCHASER/S' of the other premises in the said building shall not be entitled to raise any objection of whatsoever kind or nature nor shall he/they interfere with the exclusive use and enjoyment of such terrace, garden house and/or open space appurtenant to the same and shall not be entitled to the use of such terrace or open space sold and/or allotted by 'The DEVELOPERS' to 'the PURCHASER/S' of such terraces/houses and/or garden houses unless 'the PURCHASER/S' himself/herself/themselves is/are such Purchaser/s and 'the PURCHASER/S' of such terrace/houses or garden houses shall be exclusively entitled to the use of the terrace or open spaces sold and/or allotted to him/her/them.

[b] 'The DEVELOPERS' shall be entitled to transfer, assign, dispose off and/or sell in any manner it deems fit, or proper the said terrace etc. to anybody for such price and on such terms and conditions as 'The DEVELOPERS' deem fit. 'the PURCHASER/S' alongwith the other Purchaser/s shall not raise or be entitled to raise any objection of whatsoever nature.

[c] 'The DEVELOPERS' shall be entitled to sell or otherwise dispose off the right to the terrace or terraces of the building for the purpose of construction or for putting up or displaying advertisements/hoardings or any other user permissible by law, so long as the means of access is available to the Society for approaching the water tanks and the rooms if any.

[d] 'The DEVELOPERS' shall be entitled to put up hoardings on 'the said Property No.3' or on the Building or buildings on 'the said Property No.3' or any parts of the Buildings or building on 'the said Property No.3' and the said hoardings may be illuminated or comprising of neon sign and for that purpose 'the DEVELOPERS' are fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said building or on 'the said Property No.3' as the case may be and 'the PURCHASER/S' agree/s not to object or dispute the same.

[e] 'The PURCHASER/S' alongwith the other Purchaser/s of flats/tenements shall not charge anything from 'The DEVELOPERS', or its nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound walls, display of advertisements or hoardings etc. for the purposes mentioned hereinabove.

[f] The stillt portion if any shall belong to 'The DEVELOPERS' who alone shall have the right to deal with or dispose off the same.

[g] 'Until such time as the possession of 'the said Property No.3' and the said building is delivered to the Society as aforesaid 'the PURCHASER/S' shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by 'The DEVELOPERS' and generally to do all and every reasonable act that 'The DEVELOPERS' may call upon 'the PURCHASER/S' to do or carry out.

[h] It is agreed that till all the flats/shops/garages/parking spaces and other premises are sold and allotted to the prospective purchaser/s 'The DEVELOPERS' shall be entitled to retain with them unsold flats/shops/garages/ parking spaces and other premises and no maintenance charges and taxes would become payable by 'The DEVELOPERS' in respect of the said unsold flats and/or other premises and neither 'the PURCHASER/S' nor the Co-operative Housing Society to be formed of Purchaser/s shall claim,

demand or charge from 'The DEVELOPERS' any amount towards such maintenance, taxes and other outgoings in respect of the unsold flats and/or other premises in respect of the period from the date of occupation certificate till the same are sold to the respective Purchaser/s.

10. 'the PURCHASER/S' confirms that the instalment payable by 'the PURCHASER/S' under these presents shall be made on the respective due dates without any delay or defaults as time in respect of payment of instalment and in respect of all amounts payable under these presents by 'the PURCHASER/S' to 'the DEVELOPERS' is of the essence of the contract. If 'the PURCHASER/S' commits delay or default in making payment of any of the instalments or amounts on the stipulated days to 'the DEVELOPERS' the Purchaser shall be liable to pay penal charges @ 24% p.a. for the amount becoming due and payable till the date of actual payment. If the default continues for a period of more than 60 [sixty] days 'the DEVELOPERS' shall be unilaterally entitled to terminate this Agreement and in the event of such termination 'the DEVELOPERS' shall refund the amount till then received after deducting therefrom the Earnest Money. The cheque for the balance amount if sent by Registered Post at the address mentioned hereinafter is sufficient proof of termination and thereafter 'the DEVELOPERS' shall be at liberty to dispose of the said flat in the manner he may deem fit, AND the amount of earnest money paid by 'the PURCHASER/S' to 'the DEVELOPERS' shall stand forfeited to 'the DEVELOPERS' and 'the PURCHASER/S' shall have no right, title and interest, demand or claim of any nature whatsoever, either against or in respect of the said flat AND 'the DEVELOPERS' shall be entitled to sell and/or transfer in any manner whatsoever the said premises to any other persons or person as they may think fit.

11. It is expressly agreed that the possession of the said flat will be given by 'the DEVELOPERS' along with the conveyance to 'the PURCHASER/S' by _____ provided 'the DEVELOPERS' have received full purchase price of the said premises and other amounts payable by 'the PURCHASER/S' to 'the DEVELOPERS' under these presents and the purchase price of the other premises in the said building payable by 'the PURCHASER/S' of other premises under the respective agreements between them and 'the DEVELOPERS' and provided further that 'the DEVELOPERS' shall not be responsible for any delay on account of non-availability of steel, cement and other building material, water or electric supply and any Act of God, Civil Commotion, riot, war or on account of any notice, order, rule, notification of the Government and/or any other public body and/or competent authority and if there is any delay in issue of occupation certificate and/or Building Completion Certificate by the Kalyan Municipal Corporation and/or planning authority and/or for any circumstances or

reasons beyond the control of 'the DEVELOPERS'. If 'the DEVELOPERS' are unable to hand over possession of the said premises by the date stipulated hereinabove on account of willful default or delay on the part of 'the DEVELOPERS', then 'the DEVELOPERS' agree that they shall be liable on demand by 'the PURCHASER/S' to refund to 'the PURCHASER/S' the amount already received by them in respect of the said premises with simple interest at the rate of 9% per annum from the date 'the DEVELOPERS' received the sum till the dates the amounts and interest thereon is repaid by 'the DEVELOPERS' to 'the PURCHASER/S' and the entire amount and interest as stated above shall, subject to prior encumbrances if any, be a charge on the premises in question. It is agreed that upon refund of the said amount together with interest as stated hereinabove 'the PURCHASER/S' shall have no right, title, interest, claims, demand or dispute of any nature whatsoever either against the said premises or against 'the said Property No.3' and 'the DEVELOPERS' shall be entitled to deal with and/or dispose off the said premises and/or 'the said Property No.3' to any person or party as 'the DEVELOPERS' may at their absolute discretion deem fit.

12. Upon 'the PURCHASER/S' taking possession he/she/they shall have no claim against 'the DEVELOPERS' as regards the quality of the building materials used for construction of the premises or the nature of the construction of the said premises or otherwise howsoever, provided however that within a period of one year from the date of granting possession if 'the PURCHASER/S' brings to the notice of 'the DEVELOPERS' any defect in the said flat or the Building in which the said flat is situated or the materials used therein or any unauthorised change in construction of the said building by 'the DEVELOPERS', wherever possible such defects or unauthorised changes shall be rectified by 'the DEVELOPERS' at their own cost and in case it is not possible to rectify such defect or unauthorised changes, then 'the PURCHASER/S' shall be entitled to receive from 'the DEVELOPERS' reasonable compensation for such defects or change.

13. 'the PURCHASER/S' hereby agree/s that in the event of any amount by way of premium or security deposit is payable to the Kalyan Municipal Corporation or to the State Government or betterment charges or development tax or security deposit becomes payable to Kalyan Municipal Corporation, Maharashtra State Electricity Board or concerned authority for the purpose of giving water connection, drainage connection and electric connection or any other tax or payment of a similar nature becoming payable by 'the DEVELOPERS' the same shall be paid by 'the PURCHASER/S' to 'the DEVELOPERS' in proportion to the area of the said premises within seven days of demand [time being of the essence of the contract] and in determining such amount, the decision of 'the DEVELOPERS' shall be conclusive and binding upon 'the PURCHASER/S'. It is

agreed that the betterment charges referred to hereinabove shall mean and include any escalation and/or increase in betterment charges or charges of any similar nature levied by the Kalyan Municipal Corporation.

14. (i) 'the PURCHASER/S' hereby agree/s to and shall pay to 'the DEVELOPERS' at the time of taking possession of 'the said flat' the following amounts:

- [a] Rs. 260/- towards share money, entrance fee and membership of the Society.
- [b] Rs.3,000/- towards legal Charges, including preparation of document of transfer in favour of the said organisation.
- [c] Rs.1,500/- for formation of Co-operative Society and/or any such organisation and its registration etc.
- [d] Rs.11,500/- being his/her/their share of the amount of deposits payable for water and electric connection and cable charges to be installed in the said flat and the building and/or buildings etc. and the same shall not be refundable.
- [e] Rs. 6,900/- towards provisional established outgoings for Municipal Taxes, Water bill, Common Electric Bill, Maintenance Charges, other society expenses for approx. 12 months from the date of possession being offered.

Total Rs. 23,160/- (Rupees TWENTY THREE THOUSAND ONE HUNDRED SIXTY RUPEES Only)

The aforesaid amounts are to be paid on or before possession of the said flat is given to 'the PURCHASER/S'. The aforesaid amounts are agreed to be paid by 'the PURCHASER/S' to 'the DEVELOPERS' without prejudice to the right of 'the DEVELOPERS' to recover other amounts including betterment charges from time to time under these presents.

'The DEVELOPERS' shall utilise the sum at item [b] [c] and [d] paid by 'the PURCHASER/S' to 'the DEVELOPERS' for meeting all legal charges, costs and expenses including professional costs of Advocates of 'the DEVELOPERS' in connection with formation of the said Society, or limited company or condominium as the case may be and the costs of preparing and engrossing this Agreement and Deed of Conveyance or Deed of Transfer as the case may be and/or other

purpose for which they have been paid. 'the DEVELOPERS' shall not be liable for providing any accounts and/or details thereof.

(ii) The aforesaid amounts at item [a] and [e] above and the balance therefrom, if any, after deducting therefrom arrears of taxes and maintenance expenses and the expenses incurred will be transferred by 'the DEVELOPERS' to the said Society and/or organisation after the buildings are finally transferred to such societies and the PURCHASER/S' hereby agree not to demand any account in respect thereof at any time prior thereto.

15. The PURCHASER/S' shall use the said premises for the purposes as may be authorised by 'the DEVELOPERS' in writing and as may be permissible by law and/or Kalyan Municipal Corporation and/or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said building and/or the Owners and occupiers of the neighbouring property or properties nor for any illegal and immoral purposes.

16. With intention to bind 'the PURCHASER/S' himself/herself/ themselves and his/her/their successors in title who may for the time being be entitled to the benefit under this agreement 'the PURCHASER/S' hereby covenant with 'the DEVELOPERS' as follows:

[a] To maintain the said flat at 'the PURCHASER/S' own costs in good tenable repair and condition from the date of licence to enter the said premises is taken and not change/alter or make addition in or to the Building/s in which the said premises is situated and in or to the said premises itself or any part thereof or do or suffer to be done anything in or to the Buildings in which the said premises is situated or stair-cases or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority.

[b] Not to store in the said premises any goods which are hazardous, combustible or / of dangerous nature or are so heavy as to damage the construction or structure of the Building/s in which the said premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried any heavy packages on upper floors which may damage or are likely to damage the staircase, common passage or any other structure of the Building/s in which the said premises is situated and in the event any such loss, injury or damage is caused to the said premises on account of negligence or default of 'the PURCHASER/S' , 'the PURCHASER/S' shall be liable to make good the same at his/their costs and shall be liable for all the consequences arising on account of the breach thereof.

[c] To carry out at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and

order in which it was delivered to `the PURCHASER/S' by `the DEVELOPERS' and not do or suffer to be done anything in or to the Building/s in which the said premises are situated or the said premises which may be against the rules and regulations and bye-laws of the concerned local authority or other Public Authority, and in the event of `the PURCHASER/S' committing any act in contravention of the above provisions `the PURCHASER/S' shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

[d] Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building/s in which the said premises is situated and shall keep the walls and partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the buildings in which the said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slab or R.C.C. parrdis or other structural member in the said premises without the prior written permission of `the DEVELOPERS' and/or the said Society.

[e] Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of `the said Property No.3' and the Building/s in which the said premises is situated.

[f] To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or government and/or other public authority on account of change of user of said premises, by `the PURCHASER/S' done with consent of `the DEVELOPERS'.

[g] `the PURCHASER/S' shall not let, transfer, assign or part with the said premises or interest or benefit under this Agreement or part with the Licence to enter into the said premises until all the dues payable by `the PURCHASER/S' to `the DEVELOPERS' under this Agreement are fully paid up and that too only if `the PURCHASER/S' has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until `the PURCHASER/S' has first obtained the consent in writing from `the DEVELOPERS' in that behalf.

[h] `the PURCHASER/S' shall observe and perform all the rules and regulations which the said Society may adopt at its inception and the addition, alteration or amendments thereof that may be made from time to time for

protection and maintenance of the said Building/s and the premises therein and for the observance and performance of the Building/s Rules, Regulations and bye-laws for the time being of the concerned local authority and government and other public bodies. 'the PURCHASER/S' shall also observe and perform all the stipulations and conditions laid down by 'the DEVELOPERS' under these presents and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

[i] Till a conveyance and/or deed of transfer in respect of Building/s in which the said premises is situated is executed, 'the PURCHASER/S' shall permit 'the DEVELOPERS' and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon 'the said Property No.3' and the said buildings or any part thereof to view and examine the state and conditions thereof and/or for carrying out any work of construction on 'the said Property No.3' or any part thereof.

[j] 'the PURCHASER/S' herein hereby undertake not to transfer, let, sublet or otherwise alienate 'the said flat' for a period of ^{two} ~~five~~ years from the date of completion of construction of 'the said flat'.

[k] 'the PURCHASER/S' herein hereby declare and state that neither 'the PURCHASER/S' nor his/her/their family [family as defined in Urban Land (Ceiling & Regulation) Act 1976], own any dwelling unit, tenement, house or a building within Urban Agglomeration of Kalyan, District Thane and 'the PURCHASER/S' undertake that he/she/they shall not transfer the rights herein within a period of 5 [five] years from the execution hereof.

17. At the time of registration of the conveyance and/or deed of transfer in respect of the said property 'the PURCHASER/S' shall pay to 'the DEVELOPERS' in advance, if not already paid, 'the PURCHASER/S' share of the stamp duty and registration charges payable by the said Society on the deed of conveyance or deed of transfer or any document or instrument of transfer in respect of 'the said Property No.3' and the building/s to be executed in favour of such organisation. 'the DEVELOPERS' shall not be liable to pay any amount of stamp duty and registration fees on the Deed of Conveyance or Deed of Transfer in respect of the said plots or any parts thereof.

18. 'the PURCHASER/S' shall permit 'the DEVELOPERS' and his surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the premises or any part thereof for the purpose of making repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition, services, drains, pipes, cables, water connections, electric connections, wires, part structures and other convenience belonging to serving or used for the

said building and also for the purpose of laying down, maintaining, repairing and testing, drainage, gas and water pipes and electric wires, and for similar purposes and also for the purposes of cutting of the supply of water to the premises or the building in respect whereof 'the PURCHASER/S' or the occupier of any other premises as the case may be shall be in default in paying his/her/their share of the water tax/charges.

19. If 'the PURCHASER/S' desire/s to sell or transfer his/her/their interest in the said premises or is/are desirous to transfer or give the benefit of this Agreement to any one the same shall be only subject to written consent and 'the Purchaser/s' are not entitled to assign their rights to third party as aforesaid without prior consent in writing from 'the DEVELOPERS'. 'the DEVELOPERS' shall not be bound or liable to give consent to such transfer and that 'the DEVELOPERS' are not obliged to give consent to transfer.

20. 'The PURCHASER/S' and the persons to whom the premises are transferred or to be transferred hereby agree to sign and execute all papers, documents and do all other things as 'the DEVELOPERS' may require of him/her/them to do and execute from time to time for effectively enforcing this Agreement and/or for safe-guarding the interest of 'the DEVELOPERS' and all persons acquiring the remaining flats/tenements in the said building/s on 'the said Property No.3'.

21. 'The PURCHASER/S' and the person to whom the said premises is permitted to be transferred, with the written consent of 'the DEVELOPERS', shall observe and perform all the provisions of the bye-laws, and/or the rules and regulations of the said organisation when required, and/or all the provisions of the bye-laws of the said society, and the addition, alteration or amendments thereof; and shall also observe and carry out the Building rules and regulations, and the bye-laws for the time being of the Municipal Corporation of Kalyan or other local, and/or public bodies. 'The PURCHASER/S' and persons to whom the said premises are allowed to be transferred shall observe and perform all the stipulations and conditions and user of 'the said Property No.3' and shall pay and contribute regularly and punctually towards rates, cesses, taxes, betterment charges and/or expenses and all other outgoings.

22. As soon as 'the DEVELOPERS' notify that the said premises is ready for possession 'the PURCHASER/S' shall pay the respective arrears or dues together with accrued interest, thereon, if any, within seven days of such notice - whether served individually or put up at some prominent place in the buildings, and if 'the PURCHASER/S' fails to pay the said arrears as aforesaid, 'the DEVELOPERS' shall be entitled to forfeit the amount previously paid by 'the PURCHASER/S' who shall lose all rights in the said premises as well as all rights

and benefits under this Agreement which shall stand determined and cancelled.

23. It is agreed between 'the DEVELOPERS' and 'the PURCHASER/S' that commencing one week after the notice in writing is given by 'The DEVELOPERS' to 'the PURCHASER/S', that the premises is ready for use and 'the DEVELOPERS' are ready to handover possession to 'the PURCHASER/S', 'the PURCHASER/S' shall be bound and liable to take such possession. 'The PURCHASER/S' shall be liable to pay proportionate monthly maintenance charges to 'the DEVELOPERS' as may be determined by 'the DEVELOPERS'. 'The PURCHASER/S' further agree/s that till the Purchaser/s share after a period of 12 months from the possession being offered is so determined 'the PURCHASER/S' shall pay to 'the DEVELOPERS' a provisional monthly contribution of Rs. 575/- [Rupees FIVE HUNDRED SEVENTY FIVE Only] per month towards such outgoings and taxes. The amount so paid by 'the PURCHASER/S' to 'the DEVELOPERS' shall not carry any interest and shall remain with 'the DEVELOPERS' till a conveyance and/or Deed of Transfer is executed in favour of the said Society. On such conveyance or transfer being executed, the aforesaid deposits [less deductions provided for in this Agreement] shall be paid over by 'the DEVELOPERS' to the said Society. 'the PURCHASER/S' undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings betterment charges and other amounts as provided herein regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. 'The PURCHASER/S' herein shall be liable to pay such proportionate charges from the 7th day of notice of offer for possession being despatched to him/her/them.

24. 'The DEVELOPERS' shall maintain a separate account in respect of sums received by 'the DEVELOPERS' from 'the PURCHASER/S' as advance or deposits received on account of the share capital, or towards the proportionate outgoings, and shall utilise the amounts only for the purpose for which they have been received.

25. 'The PURCHASER/S' herein alongwith other purchaser/s of other premises in the said building undertake/s to become a member of the Society and for the purpose also from time to time to sign and execute all papers or application that may be required including the bye-laws of the Society within seven days of receipt thereof time being of the essence so as to enable 'the DEVELOPERS' to form the said Society and/or as the case may be under section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by rule-8 of Maharashtra Ownership Flats (Regulations of Promotion, construction, sale management and transfer) Rules, 1964. No objection shall be taken by 'the PURCHASER/S' if any changes or modifications are made in the bye-laws of the Society as may be required by the Registrar of Co-operative Society or other

Competent Authority, the Power and Authority of the Society shall be subject to the overall power authority and control of `the DEVELOPERS' in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular `the DEVELOPERS' shall be in absolute authority and in control as regard the unsold premises and the disposal thereof.

26. `The PURCHASER/S' agree/s that the terrace space in front of, or adjacent to the terrace flat is intended for the exclusive use of the respective terrace premises purchaser/s. The terrace shall not be enclosed by `the PURCHASER/S' unless the permission in writing is obtained from concerned local authority and `the DEVELOPERS' or the Society as the case may be.

27. `The PURCHASER/S' immediately after the execution of this Agreement shall lodge the same for registration, with the appropriate registering authority and shall within two days after lodging the same intimate to `the DEVELOPERS' together with the serial number under which the same is lodged with a view to enable `the DEVELOPERS' to admit execution. If `the PURCHASER/S' fail/s to lodge this Agreement for registration, `the DEVELOPERS' shall not be in any way responsible for the non-registration of the said Agreement and the consequences arising thereon. The stamp duty and registration charge and all other charges including penalty [if any] incidental to this Agreement shall be borne and paid by `the PURCHASER/S' alone.

28. Nothing contained in these presents shall be construed to confer upon `the PURCHASER/S' any right, title or interest of any kind whatsoever into or over `the said Property No.3' and the said premises or any part thereof. Such conferment shall take place only upon the execution of the conveyance and/or deed of transfer in favour of the said Society to be formed of the Purchaser/s of all the premises in the Building/s as herein stated.

29. `The PURCHASER/S' shall at no time demand partition of his/her/their interest in the said building/s and/or `the said Property No.3', it being agreed and declared by `the PURCHASER/S' that his/her/their interest in the said premises is impartable.

30. `The PURCHASER/S' hereby expressly agree/s and covenant/s with DEVELOPERS that in the event of all the buildings, wings of the said proposed building on `the said Property No.3' and/or all the building/s on `the said Property No.3' being not ready for occupation simultaneously, and in the event of `the DEVELOPERS' offering possession of the said premises earlier than completing all the wings, and all the buildings on the said property then, and in that event DEVELOPERS shall have exclusive and irrevocable right and authority to complete the construction of the balance wing or buildings on `the said Property

No.3' and to deal with sell, transfer, grant or lease, or on leave and licence, or otherwise dispose off the same or any premises therein, and to appropriate to themselves all consideration monies deposits etc. without any interference obstruction or objection by the Purchaser/s. 'The PURCHASER/S' further confirm that he/she/they shall not object or disrupt construction the balance building or buildings, wing or wings or part or parts by 'the DEVELOPERS' on the ground of nuisance annoyance or any other ground or reasons whatsoever, and 'the DEVELOPERS' shall be entitled to either by themselves or through any of their nominees to construct and complete the said wing or wings or building or buildings on 'the said Property No.3' as they may desire in their absolute discretion without any interference or objection or dispute by 'the PURCHASER/S'.

31. 'The PURCHASER/S' shall not decorate the exterior of the said premises otherwise than in a manner agreed to with 'the DEVELOPERS' under this Agreement.

32. All the letters, receipts and/or notices issued by 'the DEVELOPERS' despatched under certificate of posting to the address known to it of 'the PURCHASER/S' will be sufficient proof of receipt of the same by 'the PURCHASER/S' and shall completely and effectively discharge 'the DEVELOPERS'. For this purpose 'the PURCHASER/S' has/have given the following address:

94
MR SACHIN JAYANT GUMASTE
24, VENKATESH PRASAD
N.C KELKAR ROAD
DADAR MUMBAI-28

33. The transaction covered by this Contract at present is not understood to be a sale liable to tax under the Sales Tax Act. If however, by reason of any amendment to the contribution or any new enactment or amendment to the existing law or any other law, central or state, this transaction is held to be liable to tax as a sale or otherwise, either as a whole or in part or any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by 'the PURCHASER/S' alongwith other purchasers on demand being made by 'the DEVELOPERS' in that behalf without raising any dispute or objection in that behalf.

34. 'The DEVELOPERS' shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by Municipal Corporation and other concerned authorities on any portion of the plots. If any portion of 'the said Property No.3' is acquired or notified to be acquired by the Government, Kalyan Municipal Corporation or any other Public Body or authority, 'The DEVELOPERS' shall be entitled to receive all the benefits in

respect thereof and/or compensatory F.S.I or all other benefits which may be permitted in lieu thereof. 'The DEVELOPERS' shall be entitled to use any additional F.S.I. due to change in law or carry out and complete additional construction that may be permitted by the Kalyan Municipal Corporation or any other local body or concerned authority on 'the said Property No.3' or any part thereof for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of 'The DEVELOPERS' who will be entitled to dispose it off in any way they choose and the Purchaser hereby irrevocably consent to the same and 'the PURCHASER/S' shall not be entitled to raise any objection or to any abatement in the price of the said premises agreed to be acquired by him/her/them thereby and/or make claims for compensation or damage on the ground of inconvenience or any other ground whatsoever. It is agreed by and between the parties that if the permitted floor space index and density is not consumed in the Building/s being put up and/or at any time further construction on 'the said Property No.3' is allowed 'The DEVELOPERS' shall always have irrevocable right to put up additional construction and storeys and/or consume the balance floor space index and/or additional floor space index or any other property in any other manner whatsoever and the Society and/or the Purchaser/s shall not be entitled to claim any share, right, title or interest in any such additional F.S.I. as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by 'The DEVELOPERS' in any manner they choose. 'the PURCHASER/S' shall not be entitled to any rebate and/or concession in the price of his/her/their premises on account of the construction of any other Buildings and/or structures and/or the changes, alterations and additions made in the Building or buildings or structures.

35. 'The DEVELOPERS' or the persons nominated by 'the DEVELOPERS' or the persons on whom the rights and benefits are conferred shall have absolute right to make additions, alterations, raise storeys or put up additional structures as may be permitted by the Kalyan Municipal Corporation and other Competent Authorities. Such additions, alterations, structures and storeys will be the sole property of DEVELOPERS or its nominee or assignee as the case may be who shall be entitled to dispose off the same in any way they choose and 'the PURCHASER/S' hereby consent/s to the same. The terrace of the Building/s till the same are/is allotted to any Purchaser/s and/or agreed to be sold as well as the parapet walls shall be the property of 'The DEVELOPERS' or its nominee or assignee and 'The DEVELOPERS' or its nominees or assignee as well as any portion of the said Building/s including the compound thereof and on the walls of such compound and shall be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The agreement with 'the PURCHASER/S' and all other purchasers of other premises in the said Building/s shall be subject to the aforesaid rights of the 'the DEVELOPERS' or its nominees

or assignees who shall be entitled to use the said terrace as well as the said property and other PURCHASER/S shall not be entitled to any abatement in the price of the premises agreed to be acquired and 'the DEVELOPERS' or its nominee or assignees shall be deemed to be the Owners of such premises which have not been allotted and/or acquired and/or agreed to be sold at the time when the said Building/s is transferred as aforesaid and The body of purchaser/s shall admit 'The DEVELOPERS' or its nominee or assignees as its members in respect of such unsold premises and 'the PURCHASER/S' and the Society shall admit such purchasers as members as per the directions of 'The DEVELOPERS' as and when the said premises and/or one or more of them are agreed to be sold by 'The DEVELOPERS'.

36. 'The DEVELOPERS' are and shall be entitled to sell and/or agree to sell the unsold premises and/or rights to any person or persons who may not be a purchaser of the premises in the said building/s and the body of the various purchasers shall be liable to enroll and admit 'the PURCHASER/S' of such premises as their members and 'the PURCHASER/S' hereby agree and undertake not to raise any objection or requisition in that behalf and do hereby irrevocably consent to what is stated herein above.

37. Until such time as the entire project is completed and the possession of the Buildings and 'the said Property No.3' is delivered to the body of flat purchasers and 'the said Property No.3' with the Building/s therein is/are transferred to such body, 'The DEVELOPERS' will be entitled at its discretion, to control the management of Building/s to realise the outgoings as referred herein before and disbursements of the payment to be made and 'the PURCHASER/S' along with the Purchasers of other premises and/or the Society will not have any objection to the aforesaid rights of 'The DEVELOPERS'.

38. Notwithstanding any other provisions of this agreement 'the DEVELOPERS' shall be entitled at their sole and absolute discretion.

[a] To have a society and/or limited company and/or any other body or bodies of Purchasers to be formed and constituted as contemplated herein.

[b] To cause to be conveyed and/or transferred the building/s together with land beneath the same in favour of such society and/or limited company and/or other body or bodies.

[c] To cause to be conveyed and / or transferred such appurtenant land if any, alongwith the conveyance and/or other documents or transfer of the building/s with the land beneath the same.

[d] To decide and determine how and in what manner the infrastructure including the common utility areas such as garden and roads may be transferred and/or conveyed.

[e] To provide for and incorporate covenants and obligations with regard to the provisions of maintaining the infrastructure and common amenities including the garden and roads.

[f] To decide from time to time when and what sort of documents of transfer should be executed.

39. On the completion of entire development of 'the said Property No.3' only and on receipt of 'The DEVELOPERS' of the full payment of all the consideration, money and other amounts due and payable the flat/tenement holders shall co-operate with 'The DEVELOPERS' in forming, registering or incorporating a Co-operative society or a limited company or an association as the case may be and the same shall be subject to the rights of the executed in pursuance thereof. When the Co-operative Society or Limited Company or Association is registered or incorporated as the case may be, all consideration money and other expenses as the case may be due and payable to 'The DEVELOPERS' in respect of all the premises as aforesaid are received by 'The DEVELOPERS' or within 4 months of the registration of the Society whichever is later 'The DEVELOPERS' shall cause to be transferred to the Society or Limited Company all the right, title and interest of 'The DEVELOPERS' and/or the original owners in 'the said Property No.3' together with the building/s by obtaining or executing the necessary conveyance [or to the extent as may be permitted by the authorities] and the Building/s in favour of such society or limited company, as the case may be.

40. 'The DEVELOPERS' shall, if necessary, become members of the Society in respect of their rights, benefits, conferred herein. If 'The DEVELOPERS' transfer, assign and dispose off such rights and benefits herein conferred on them at any time to anybody, the assignee, the transferee and/or 'the PURCHASER/S' thereof shall become the member of the Society in respect of the said rights and benefits. 'the PURCHASER/S' and the Society shall not have any objection to admit such assignee or transferee or 'the PURCHASER/S' thereof as a member of the Society and 'The DEVELOPERS' shall not be liable for any transfer charges of any nature whatsoever in respect of such membership.

41. All costs, charges and expenses in connection with stamping and registering all the agreement, deed of assignment or any other documents or document required to be executed by 'The DEVELOPERS' including stamp duty, registration charges etc. payable in respect of such documents, as well as the entire professional costs of the Advocates and Solicitors of 'The DEVELOPERS' for the preparing and approving all such documents shall be borne by the Society or Limited Company or an incorporated body or any other association formed by 'the PURCHASER/S' as aforesaid proportionately by all the holders of the premises in the said building/s. 'The DEVELOPERS' shall not be liable to

contribute any amount towards such expenses.

42. 'The DEVELOPERS' shall in respect of any amount remaining unpaid by 'the PURCHASER/S' under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchasers.

43. Any delay or indulgence by 'The DEVELOPERS' in enforcing the terms of this Agreement or any forbearance of giving of time to 'the PURCHASER/S' shall not be construed as a waiver on the part of 'the DEVELOPERS' of any breach or non-compliance of any of the terms and conditions of this Agreement by 'the PURCHASER/S', nor shall the same in any manner prejudice the rights of 'the DEVELOPERS'.

44. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Rules thereunder and/or any modification/s and/or re-enactment thereof and/or the rules or any other provisions of law applicable thereto.

45. The name of the said project shall always be "RADHA NAGAR".

46. 'The PURCHASER/S' shall pay on execution hereof to MR./ MESSRS _____ brokerage/service charges calculated @ 2% on total consideration agreed to be payable.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land bearing Survey Nos. and Hissa Nos. as follows:

SURVEY NOS.	HISSA NOS.
28	5
30	4
31	Pt
32	1-4
46	3 and
46	4

all of Village Gandhare, Taluka Kalyan, District Thane in aggregate admeasuring about 46,400 sq. yds. in the registration sub-district Kalyan of District Thane in 'the Municipal Limits of Kalyan Municipal Corporation Ward No.8K/1 bounded as follows:

On or towards North by Water Pipeline [M.I.D.C.]

On or towards East by Property bearing Survey No.33
On or towards South by Proposed D.P.Road & Property bearing s.No.28, Hissa No.5
On or towards West by Property bearing S.No.68.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land bearing Survey Nos. and Hissa Nos. as follows:

Survey No.	Hissa No.
28	5
32	1 - 4

all of Village Gandhare, Taluka Kalyan, District Thane in aggregate admeasuring about 39348 sq.yds. in the registration sub-district Kalyan of District Thane in the Municipal Limits of Kalyan Municipal Corporation Ward No.8K/1 bounded as follows:

On or towards North by Proposed D. P. Road.
On or towards East by Property bearing Survey No. 32/1
On or towards South by Property bearing survey No. 46/3 & 46/4
On or towards West by Property bearing Survey No. 68

THE THIRD SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES

1. Grey Mosaic tile flooring in all rooms.
2. White glazed tile dado upto 4' in bath room.
3. While glazed tiles dado upto 1' 6" in W.C.
4. R.C.C. cooking platform in kitchen with built in sink.
5. 1 Wash Basin with towel rod.
6. 1 fan point, 1 light point and 1 plug point in living room, bed room and kitchen and 1 light point in bath room and W.C.
7. All room balconies in IPS flooring.
8. 9" thick brick external wall and 4 & 1/2" thick brick internal wall.
10. Sand faced plaster external wall with cement [Single coat] plaster.
11. Internally neeru finished with white wash.
12. Copper wiring.

NOTE: Extra amenities as per Supplementary Agreement forming part of this Agreement.

SIGNED AND DELIVERED]
by the withinnamed Developers]
M/s. RAVI CONSTRUCTION CO.]
in the presence of.....]

For RAVI CONSTRUCTION CO.

Pathan
PARTNER.

- 1] NYANESHWAR - BHANDRA
NYANESHWAR
2] MR JANARDHAN DALVI

Jules

SIGNED AND DELIVERED by]
the with in named PURCHASER(S]
SHRI/SMT./MESSRS SACHIN]
JAYANT GUMASTE]
in the presence of

S

- 1] NYANESHWAR BHANDRA
AAI SHIRAPUR
2] MR JANARDHAN DALVI

Jules

RECEIPT

RECEIVED of and from the withinnamed Purchaser/s a sum of
Rs. 25,000/- [Rupees TWENTY FIVE THOUSAND
RUPEES ONLY only]
being the amount of earnest money as mentioned hereinabove and part
of the consideration on or before the date of execution of these presents, by
cash/cheque No. 359655 dt. 5/8/99 drawn on SARASWATI
Co-operative Bank DADAR Branch.

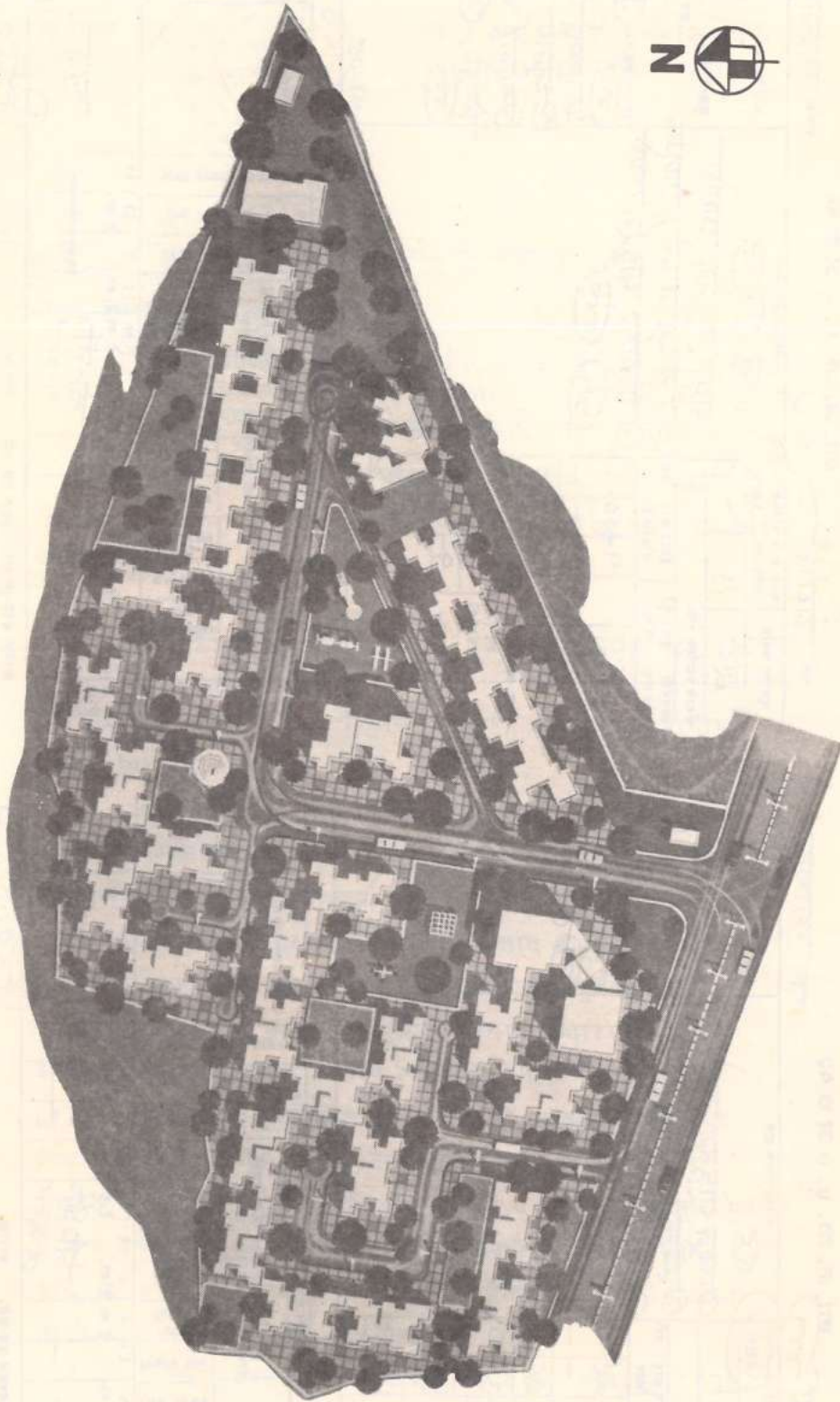
WE SAY RECEIVED RS. 25,000/-

For RAVI CONSTRUCTION CO

Pathan

PARTNER

**:ANNEXURE I:
PROPOSED LAYOUT**



: PROJECT :
RADHA NAGAR
Gandhare Village, Barave Road,
Off. Murbad Highway, KALYAN (West)



ARCHITECT
URBAN PLANNERS (V. S. Vaidya)
1-4, Mahavir Shopping Centre,
Kalyan (West)

ANNEXURE II 7/12 EXTRACTS

गां. नं. क्र. ५, ७ अ व १२

गां. नं. क्र. ५, ७ अ व १२

क्र.मा. क्र.मा. उपविभाग	सांगवटदाराचे नांव	भाते कर्मांक
२-१/४	(६६) लखन पांडुरंग, तापोठा अ. व. स. पांडुरंग, तापोठा प्रभाकर पांडुरंग, तापोठा	कुळाचे नांव-१. वर द्वार कर्मांक- २३६ २५३ ३३६
एकर मुठे गो. वार	हेक्टर वार प्रती गो. वार	
२-१६-०	-	
-	-	
२-१६-०	-	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	

गां. नं. क्र. १२ (पिकाची नोंदवही)

वर्ष	पिकासाठील रान			अपीन करणाराचे नांव	गोरा
	निष्पिकाचे एकर क्षेत्र	घटक पिके व अर्थिक पिकाचे क्षेत्र	एकत व पिकास निर्यातोगी अशा अमिनी-वा सपरीस		
१	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	१५	१६
२	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	१५	१६
३	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	१५	१६

वरवृत्तुम खरी नमकल वृत्तु असे. तारीख

गां. नं. क्र. ५, ७ अ व १२

गां. नं. क्र. ५, ७ अ व १२

क्र.मा. क्र.मा. उपविभाग	सांगवटदाराचे नांव	भाते कर्मांक
२-१/४	(६६) लखन पांडुरंग, तापोठा अ. व. स. पांडुरंग, तापोठा प्रभाकर पांडुरंग, तापोठा	कुळाचे नांव-१. वर द्वार कर्मांक- २३६ २५३ ३३६
एकर मुठे गो. वार	हेक्टर वार प्रती गो. वार	
२-१६-०	-	
-	-	
२-१६-०	-	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	
एकर नसलेली	हेक्टर वार प्रती	
०-३०-०	-	
२-५६-०	-	

गां. नं. क्र. १२ (पिकाची नोंदवही)

वर्ष	पिकासाठील रान			अपीन करणाराचे नांव	गोरा
	निष्पिकाचे एकर क्षेत्र	घटक पिके व अर्थिक पिकाचे क्षेत्र	एकत व पिकास निर्यातोगी अशा अमिनी-वा सपरीस		
१	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	१५	१६
२	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	१५	१६
३	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	५ हे. वा. हे. वा.	१५	१६

वरवृत्तुम खरी नमकल वृत्तु असे. तारीख

सहायक संचालक
नगररचना



जा. क्र. कम्पा/नरवि/कादि/कादि/१०३-२०
कल्याण महानगरपालिका कार्यालय,
कल्याण

दिनांक :- २००८-११

प्रति,
श्री० बबन पांडुरंग ढाणगे व उत्तर,
यांचे कुलमुखत्यारपत्रक धारक श्री. पी०के० नानादन
द्वारा - जे० अर्बन प्लॅनर
१-४, महावीर शॉपिंग सेंटर,
कल्याण.

विषय :- स० नं० २०१५, ३०१४, ३९ व ३१४ मोज-बाजार
जेथील सुमार ३४,०७७.०९ चौ.मी. भूखंडांवरील निवासी
व्यापारी तऱ्हेतर्फे वमात्रतीच्या आराखड्यास मंजूर मिळणे
बाबत.

संदर्भ :- आपला दि० २०५२ चा अर्ज
दि० १३/११/०८
कौम- ३४,०७७.०९ चौ.मी.

महाशय/महोदया,

वर नमूद केलेली अर्जदाराची जागा ही कल्याण कॉम्प्लेक्स

स्ट्रॅक्चर प्लॅनमध्ये

समाविष्ट असून त्यातील तरतुदीप्रमाणे ही जागा रहिवासी विभागामध्ये
थेत व कोणत्याही प्रस्तावाचे बांधीत होत नाही.

परंतु ही जागा उक्त बापर नकाशे, प्रमाणे नियोजित रस्ता/
मार्केट/सार्वजनिक उपयोग यामुळे बांधीत होत असून तिचा अर्धभाग
रहिवासी वापरासाठी विकासक्षम आहे.

अर्जदाराने सादर केलेला बांधकाम प्रस्ताव हा/समूह निवात
पध्दतीचा असून तो प्रचलित विकास नियंत्रण नियमावलीनुसार आहे.

सद्य वरील भूखंडातील बांधकाम प्रस्ताव अर्जदाराने सादर
केल्याप्रमाणे खालील शर्तीना आधीन राहून मंजूरी देणेत येत आहे.

[१] बांधकाम प्रस्तावांतील सर्व भूखंड, रस्ते, बुल्या जागा यांचा
प्रत्यक्ष जागेवर प्रस्तावित नकाशे प्रमाणे आखणी नगर भूमापक/जिल्हा
निरीक्षक भूमी अभिलेख यांचे भाषित करून घ्यावी व जिल्हा निरीक्षक, भूमी
अभिलेख यांचे भाषित करून घ्यावी व जिल्हा निरीक्षक, भूमी अभिलेख
यांचेकडील प्रमाणित नकाशाची प्रत अंतिम मंजूरीताठी ही मंजूरी दिल्या
तारखेआसून एक वर्षाचे आत सादर करावी.

[२] बांधकाम प्रस्तावातील भूखंडाचा बापर सुरु करण्यापूर्वी रस्ते,
त्यांच्या गटारीसह, वाहतुकीस योग्य होतील असे पक्क्या स्वस्मात
बांधण्यांत यावेत व त्यांची रूंदी मंजूरी प्रमाणे ठेवण्यांत यावी. तसेच
सार्वजनिक बापराचे रस्ते व नाल्या महानगरपालिकेकडे विनामुल्य हस्तांतरित

करण्यांत यावेत.

[३] बांधकाम प्रस्तावात वाखवल्याप्रमाणे पूर्व परवानगी शिवाय कोणत्याही प्रकारचा बदल करू नये.

[४] बांधकाम प्रस्तावातील रस्ते जर शेजारील जागांना लागून असतील तर अशा शेजारील जागांच्या संबंधी रेषांकनाअधील रस्त्यांना ते जोडण्यासाठी व वापरताली परवानगी घ्यावी.

[५] बांधकाम प्रस्तावातील खुली जागा ही प्रत्यक्ष जागेवर स्कूप क्षेत्राच्या १/१० रकबा व ती कोणत्याही बांधकामा व्यतिरिक्त कायम खुली ठेवण्यांत यावी. तिचा उपयोग जाग, फ्रिडॉंगण अशा स्वस्यांत करण्यांत यावा. तसेच खुल्या जागेची किंमत स्पष्ट १/- घेऊन ती, महा नगरपालिकेकडे हस्तांतरित करण्यांत यावी.

[६] भूखंड हा महामार्ग किंवा रेल्वेमार्गास सन्मुख, लागून किंवा जवळ असल्यास तसेच जागेतून किंवा जागे जवळून अतिदाब विद्युत वाहिनी जात असल्यास संबंधित खात्याकडून ना-हरकत दाखला आपण मिळविला पाहिजे.

[७] नागरी जमीन काल मर्यादा-१९७६ मधील तरतुदी अन्वये काही याद उपस्थित झाल्यास त्याचे निराकरण करण्याची जबाबदारी आपली राहिल.

[८] जे जिल्हाधिकारी, जागे यांजकडून बांधकाम घालू करावयाचे अगोदर चिन्नेती परवानगी घेण्याची जबाबदारी तुमच्यावर राहिल व चिन्नेतीच्या परवानगीची एक सत्यप्रत जाग तुरु करावयाचे पंधरा [१५] दिवस अगोदर महानगरपालिकेकडे पाठविणे आवश्यक राहिल.

[९] अभिन्यासातील रस्ते, रस्त्याचेकडील गटारे बांधकामात व पिण्यासाठी लागणारे-या पाण्याची सोय जबाबदाराने स्वतःच्या खर्चाने करावयाची आहे. त्याचप्रमाणे अंतर्गत विद्युत पुरवठा, नळ योजना, मलनिःसारण सांडपाणी व्यवस्था व पावसाळी पाण्याचा निचरा स्वखर्चाने महानगरपालिकेच्या नियमावली प्रमाणे वरील कुविधा उपलब्ध करावयाच्या आहेत. त्यासाठी आवश्यक लागणारे इमारतीचे नकाशे, त्याचे स्थान, बांधकामाचा तपशील, रस्त्याचा ड्राॅस सेक्शन त्यामध्ये बांधकामाचे मटेरीयल, साईड गटार इ. योजनांसह सादर करावे. नकाशावर पावसाच्या पाण्याचा निचरा होण्यासंबंधी आवश्यक लागणारे तपशीलवार नकाशाची महानगरपालिकेची मंजूरी घ्यावी. वरील प्रमाणे पूर्तता झाल्यावरच अंतिम बांधकाम परवानगी देणेत येईल.



[१०] वरील सर्व शर्तीची पूर्तता केल्याबाबत शहर अभियंता/कार्यकारी अभियंता यांचा दाखला सादर केल्यानंतर आंधकास प्रारंभ परवानगी देण्यांत येईल.



Shetkar
नगर रचनाकार
सहाय्यक संचालक - नगर रचना,
कल्याण महानगरपालिका, कल्याण
कल्याण महानगरपालिका, कल्याण

सही व हुददा

sept 1
22/9/19

प्रत :-

१] वरिष्ठ नियोजक, मुंबई महानगर प्रदेश विकास प्राधिकरण, कल्याण संकुल.

२] उप आयुक्त/सहाय्यक आयुक्त, ~~कल्याण~~ विभाग.

ANNEXURE IV
COPY OF COMMENCEMENT CERTIFICATE

कल्याण महानगरपालिका, कल्याण.



जायक क्रमांक/कमपा/नरवि/वां प. /को/ ३९-७)

कल्याण महानगरपालिका कार्यालय, कल्याण

दिनांक : २४.९.९५

श्री/श्रीमती वसुधा पांडुरंग ठाणे व इतर

यांचे कु. भू. धा. क्र. श्री. पी. डे. जनार्दन

द्वारा मे. अर्बन एंजर्स, कल्याण

विषय : स. नं. ३७/४, २५/५ क्रि. स. नं. ३१, ३२ १/२ हि. नं. —

प्लॉट नं. — मोजे गंधारे येथे बांधकाम करण्याच्या मंजुरी बाबत.

संदर्भ : आपला दि. २४-३-९५ चा

श्री. मे. अर्बन एंजर्स (श्री. व्ही. एस. वेधे)

वास्तु शिल्पकार यांचे मार्फत सादर केलेला अर्ज.

महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये

सि. स. नं. — स. नं. ३०/४, २२/५, ३१, ३२ १/२ हि. नं.

प्लॉट नं. — मोजे गंधारे मध्ये ३४०७७.०६

ची. मि. भूखंडाच्या विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दि. २४-३-९५ च्या अर्जास अनुसरून पुढील शर्तीस अधिन

सहून तुमच्या मालकीच्या जागेत हिरव्या रंगाने दुरुस्ती दाखवित्याप्रमाणे तळवर/स्टीट, तळमजला पहिला मजला व दुसरा मजला, तिसरा मजला, चौथा मजला रहाणारा ठो दुकाने/अॅपार्ट/दवाखाना/हॉस्पिटल/शमळेसाठी/रेन्ज वाडे भितोच्या इमारतीच्या बांधकामा बाबत, बांधकाम परवाना/प्रारंभ प्रमाण पत्र देण्यात येत आहे.

इमारत क्रं. १, ६, ७, ९, १४, १५, २३, २४, २५ → तळमजला + ७ सोला ऑफीस, रेकॉर्ड, जिर्याना. अटी : सेक्युरीटी केवीन → तळमजला

- ही बांधकाम परवानगी दिल्याचे वारखेसामुन एक वर्ष पर्यंत बंध असेल. नंतर पुढील वर्षासाठी परवानगीचे नुतनीकरण मुदत संपणे आधी करणे आवश्यक राहिल. अशा प्रकारचे नुतनीकरण फक्त तीन वर्षे करता येईल. बंध मुदतीत बांधकाम पूर्ण करणे आवश्यक आहे. नुतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास आराखडाच्या अनुषंगाने छाननी करण्यात येईल.
- नकाशात रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
- मे जिन्हाधिकारी ठाणे, यांजकडून बांधकाम चालू करावयाचे अगोदर विनशेती परवानगी घेण्याची जबाबदारी तुमच्यावर राहिल व विन शेतीच्या परवानगीची एक सत्य प्रत काम सुरु करावयाचे पधरा (१५) दिवस अगोदर महानगरपालिकेकडे पाठविणे आवश्यक राहिल.
- बांधकाम चालू करण्यापूर्वी (७) दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ही परवानगी आपल्या मालकाच्या कबजातील जमीनी व्यतीरीवत जमीनीवर बांधकाम अगर विकास करण्यास हक्क देत नाही.
- बांधकाम या सोवतच्या मंजूर केलेल्या नकाशा प्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल.
- जोत्या पर्यंत बांधकाम झाल्यानंतर वास्तु शिल्पकाराचे मंजूर नकाशा प्रमाणे बांधकाम केल्या बाबतचे प्रमाणपत्र, महानगरपालिकेस सादर करण्यात यावे व त्या नंतरच जोत्यावरील बांधकाम करावे.
- प्लॉटचे हद्दीत इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये. व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- बांधकामात कोणत्याही प्रकारचा फेरफार पूर्वे परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास सदरची बांधकाम परवानगी रद्द झाली असे समजण्यात येईल.
- इमारतीच्या बांधकामाच्या सुरक्षितेची (स्ट्रक्चरल सेप्टी) जबाबदारी सर्वस्वी आपल्या वास्तु शिल्पकार व स्थानिय विशारद यांचेवर राहिल.

- ANNEXURE V
११. बांधकाम पूर्णतेच्या दाखला वापर परवानगी घेतल्याशिवाय इमारतीचा वापर करू नये. त्यासाठी जागेवर ज्या प्रमाणे बांधकाम पूर्ण झाले आहे, त्याचा नकाशा वास्तू शिल्पकार व स्थापत्य विशारद यांच्या विहित नमुन्यातील दाखल्यासह (३ प्रतीत) इतर आवश्यक कागद पत्रासह सादर करण्यात यावा.
 १२. बांधकाम चालू करण्यापूर्वी नगर भूमापन अधिकारी/भूमी अभिलेख खात्याकडून जागेची-आखणी करून घेण्यात यावी.
 १३. नकाशात दाखविलेल्या गाळघांच्या संख्येमध्ये व नियोजनामध्ये पूर्णपरवानगी शिवाय बदल करू नये
 १४. नवीन इमारतीस मंजूर नकाशे प्रमाणे सेप्टीक टँक पाहिजे व संडास भविष्य काळात जवळच्या मलनिस्सरण नलिकेस स्वखचनि नगर अभियंता यांचे परवानगिने जोडणे आवश्यक राहिल सेप्टीक टँक विहीरी पासून कमीत कमी ५० फूट अंतरावर असणे आवश्यक आहे.
 १५. सांडपाण्याचे व पागोळ्याचे पाणी महानगरपालिकेच्या गटारांत स्वखचनि नगर अभियंता यांच्या पसंती प्रमाणे सोडवि लागेल. सांडपाण्याच्या वावतीत आरोग्य खात्याचे प्रमाणपत्र असल्या शिवाय वापर परवाना देण्यात येणार नाही.
 १६. बांधकामाचे मटेरीयल रस्त्यावर टाकावयाचे झाल्यास महानगरपालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्या करिता नियमाप्रमाणे लागणारी रक्कम (व दंड झाल्यास त्या रकमेसहीत) भरावी लागेल.
 १७. बांधकामाच्या वेळी निरुपयोगी माल (मटेरीयल) महानगरपालिका सांगेल त्या ठिकाणी स्वखचनि वाहून टाकला पाहिजे.
 १८. बांधकामाच्या सभोवताली सोडलेल्या खुल्या जागेत कमीत कमी १) अशोक २) गुलमोहर ३) चिंच ४) निलगिरी ५) करज पंकी एकूण दहा झाडे लावून त्याची जोपासना केली पाहिजे तसेच सद्या अस्तीत्वात असलेली झाडे तोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.
 १९. नकाशात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाठी/वाणिज्य/शैक्षणिक/औद्योगिक उपयोग करावा.
 २०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतुदी प्रमाणे जागा बांधीत होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
 २१. जागेतून किंवा जागेजवळून अतिदाब त्रिचूतवाहिनी जात असल्यास बांधकाम करण्यापूर्वी संबंधीत खात्याकडून ना हरकत दाखला घेतला पाहिजे
 २२. जागा महामार्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास संबंधीत खात्याकडून बांधकाम करण्यापूर्वी ना हरकत दाखला घेतला पाहिजे.
 २३. बांधकामाकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम परवानगी नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्यते प्रमाणे केले जाईल. व तसा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
 २४. जागेत जुने भाडेकरू असल्यास त्यांच्या बाबत योग्य ती व्यवस्था करायची जबाबदारी मालकाची राहिल व मालक-भाडेकरू यामध्ये कांही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निकारण मालकाने करणे आवश्यक राहिल व त्याबाबतीत महानगरपालिका जबाबदार राहणार नाही.
 २५. सदर जागेतून पाण्याच्या नैसर्गिक निचरा होत असल्यास तो इकडील परवानगी शिवाय वळवू अथवा बंद करू नये.
 २६. सदर प्रकरणे चुकीची संपूर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द करणेत येईल.
 २७. सदर जागेत विहीर असल्यास तो इकडील परवानगीशिवाय बुजवू नये.
 २८. बांधकाम पूर्ण झाल्यावर पिण्याच्या पाण्याचे कनेक्शन मिळण्याकरिता महापालिकेवर जबाबदारी राहणार नाही किंवा पिण्याच्या पाण्यासाठी महापालिका हमी घेणार नाही.
 २९. सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर तो या द्वारे रद्द झाला असे समजण्यात यावे.
 ३०. गटाराचे व पावसाच्या पाण्याचा निचरा होणेकरिता महापालिकेचा गटारास जोडणेसाठी पक्क्या स्वरूपाची गटारे बांधावीत.
 ३१. बांधकामासाठी व पिण्याच्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी बोअरवेलचे काम करावे लागेल.
 ३२. भूखंडासमोरील रस्ता पक्क्या स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.
 ३३. रस्ताडेरीवरूनसाठी जागेची आवश्यकता गटाराच्या सीट वरून निष्काटून घ्यावी.

पडताळून पहाणाऱ्याचीसही व हुद्दा

सहायक संचालक,
२१/१२/०७

बांधकाम परवानगी मंत्रालय, महानगरपालिका, कल्याण.

प्रत :

१) वरीष्ठ नियोजक, मुंबई महानगर प्रदेश विकास प्राधिकरण, कल्याण.

२) उपआयुक्त / साहाय्यक आयुक्त कल्याण महानगरपालिका

**ANNEXURE V
TITLE CERTIFICATE**

SHAILESH D. THAKKAR

Advocate High Court

B. Com., LL.B.

Patel Shopping Centre, Building B,
Wing B., Flat No. 207,
Chandavarkar Cross Road,
Borivali (West), Bombay 400 092
☎ : 862 5734

TO WHOMSOEVER IT MAY CONCERN

Re: The Title to the property being pieces and parcel of Non-Agricultural land identified by Survey No. 28, Hissa No. 5, and Survey No. 32 Hissa No. 1-4, admeasuring 10,926.48 Sq. Mts. and 25,899.88 Sq. Mts. respectively and in aggregate admeasuring about 36,826.36 Sq. Mtrs. or thereabouts, situate, lying and being at Village Gandhare, Taluka Kalyan, District Thane

I have taken investigation of the records of rights and other relevant documents of title and have caused investigation of the title to the captioned property, I have obtained relevant search and have verified the revenue records and certify as under:-

That [1] SHRI BABAN PANDURANG THANGE, [2] SHRI PADMAKAR PRABHAKAR THANGE, [3] SMT. BANABAI DATTA THANGE, [4] SMT. CHANDRABHAGABAI KRISHNA CHOWDHURY, [5] SMT. TAIBAI ANANTA BHOIR and [6] SHRI HARISCHANDRA PANDURANG THANGE, (hereinafter referred to as the Owners) all residents of Kalyan, Dist. Thane, are the joint owners of the property mentioned in the Schedule hereunder.

a) that the Owners have filed returns under Urban Land (Ceiling and Regulations) Act, 1976 and 'the Captioned Property' is held as Surplus Vacant Land and is allowed to be retained u/s 20 of U.L. (C & R) Act, 1976 as per order u/s 8 (4) passed by the Competent

Authority under No.ULC/ULN/6[1]GR-8/Gandhare dated 25.6.1981.

b) that the Owners have granted the right to develop the Captioned Property with a right to purchase all their rights, title and interest to and in favour of M/s. Ravi Construction Company, a Partnership firm by and under the Deed of Assignment and Sale dated 19th August, 1988. The said "Deed of Assignment and Sale" has been duly registered with the Sub-Registrar, Kalyan on 19th August, 1988.

c) the said M/S RAVI CONSTRUCTION CO. have evolved a scheme to develop the Captioned Property alongwith other plots, the scheme in respect of the Captioned Property alongwith other plots is approved by the Housing and Special Assistance Dept., Government of Maharashtra under their order No. ULC/SSS/1091/917/XV dated 14.2.1991.and Corrigendum No. ULC/SSS/ 1091/ 917/ D.XV dated 18.3.1991.and No. ULC/SSS/1091/917-ULC-3 dated 27.7.1994.

d) that said M/S RAVI CONSTRUCTION CO. have under an Agreement For Sale of Transferable Development Rights entered with Shri Robert Yunus Khema dated 15.3.1995 have acquired Transferable Development Rights (T.D.R.) with permission to utilise the said T.D.R. on the Captioned Property as per Letter No. KMC/NRV/TDR/5591

m.s.

SHAILESH D. THAKKAR

Advocate High Court

B. Com., LL.B.

Patel Shopping Centre, Building B,
Wing B., Flat No. 207,
Chandavarkar Cross Road,
Borivali (West), Bombay 400 092
☎ : 862 5734

dated 20.2.1995.

e) that the said M/S RAVI CONSTRUCTION CO. have under an Agreement For Sale of Transferable Development Rights entered with SHRI CHANDRAKANT SHIVRAM AHER dated 10.11.1994 have acquired Transferable Development Rights (T.D.R.) with permission to utilise the said T.D.R. on the said Property No.3 as per letter No. KMP/NRV/3264 dated 12.10.1994.

f) that the said M/S RAVI CONSTRUCTION CO. have got the plans for development of the Captioned Property approved and sanctioned said plans under No. KMP/NRV/BP/AV/103-20 dated 20.4.1991.

[g] that the Owners were holding 'the Captioned Property, prior to 1952 as an Agricultural Tenant under provisions of The B.A.T. & L. Act, 1948 and they have obtained permission for change in Tenure under Order No.Revenue/Dept.1/T-4/SR-20 dated 29.10.1994 from the District Collector.

h) that the said M/S RAVI CONSTRUCTION CO. have obtained the permission for Non Agricultural from the Competent Authority under its order No. Revenue Dept-1/T-7 /NAP/ SR-8 /94 dated 9th January, 1995.

i) that the Owners have granted the right to develop and/or purchase all their rights, title and interest in the Captioned Property to and in favour of M/S. RAVI

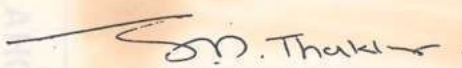
CONSTRUCTION CO. a Partnership firm by and under the Deed of Assignment and Sale dated 19th August, 1988. The said 'Deed of Assignment and Sale has been duly registered with the Sub-Registrar, Kalyan on 19th August, 1988.

j) In our opinion the said Shri Baban Pandurang Thange and five others are the legal owners to the captioned property subject to the rights, assigns, as hereinabove mentioned and the title of the captioned property is free from all encumbrances and is as such clear and marketable and M/S RAVI CONSTRUCTION CO. is holding sufficient rights to develop the Captioned Property

SCHEDULE

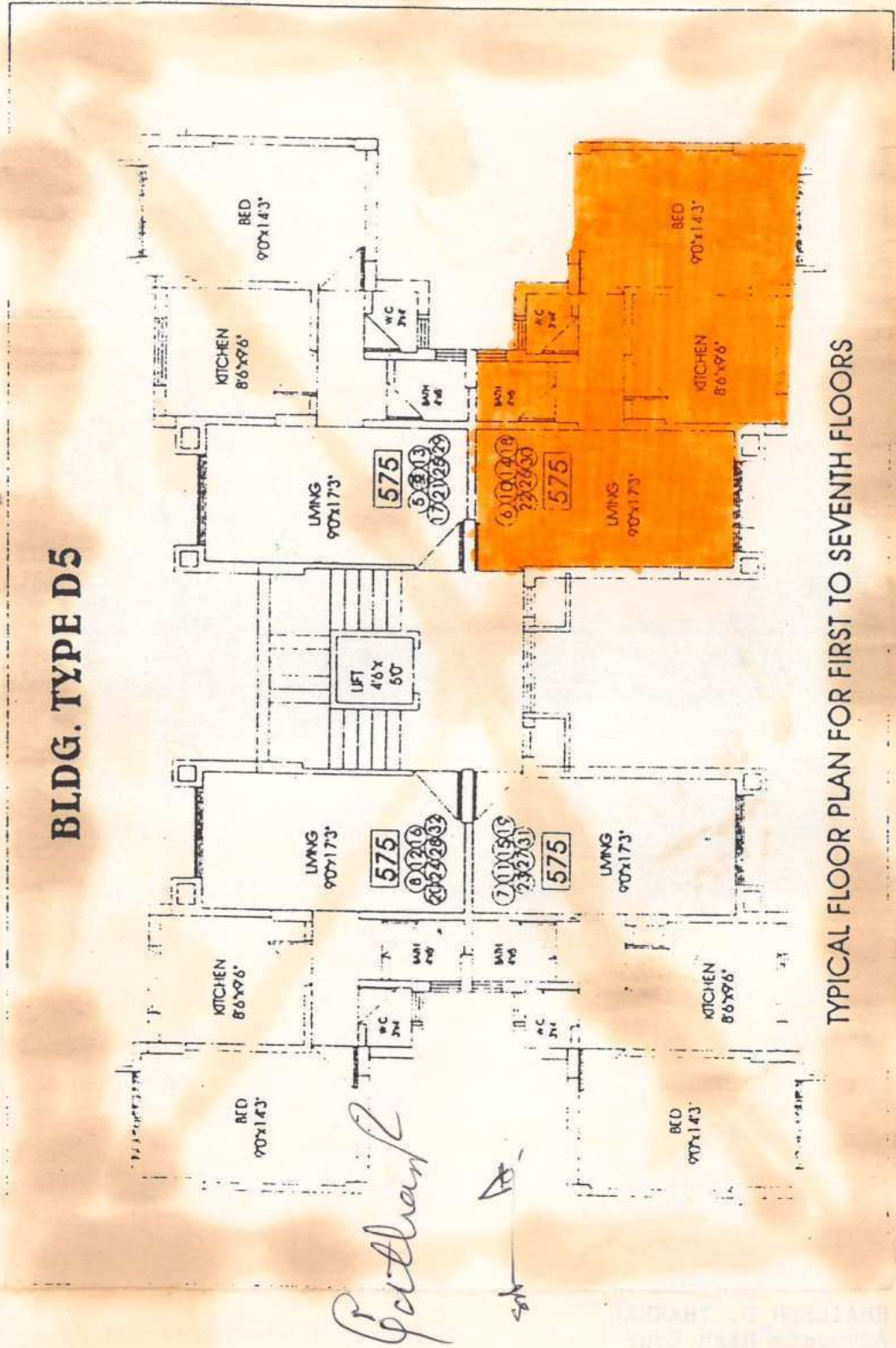
ALL THAT pieces and parcels of land bearing Survey No. 28, Hissa No. 5 and Survey No. 32 in aggregate admeasuring about 36,826.36 Sq. Mts. or thereabouts situated lying and being at Village Gandhare, Taluka Kalyan and District Thane, Within the limits of Kalyan Municipal Corporation.

today this 10th day Of May, 1995


SHAILESH D. THAKKAR
Advocate High Court

**:ANNEXURE VI:
FLOOR PLAN**

BLDG. TYPE D5



TYPICAL FLOOR PLAN FOR FIRST TO SEVENTH FLOORS

FLAT NO. 26 ON SIXTH FLOOR
BUILDING NO. / TYPE D-5-7

AREA (Built-up)
575 Sq. Ft.

RADHA NAGAR
Gandhare Village, Barave Road, Off. Murbad Highway
Kalyan (West)

AGREEMENT FOR ADDITIONAL AMENITIES

P
sq
13th ARTICLES OF AGREEMENT made at Bombay/Kalyan this day of AUGUST 1999 BETWEEN M/s RAVI CONSTRUCTION CO., a firm registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at 19/A, Noble Chambers, Janmabhoomi Marg, Fort, Bombay 400 001, hereinafter called "the DEVELOPERS" [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns] of the ONE PART; AND MR/MRS/MISS SACHIN JAYANT GUMASTE

P
sq
residing at 24, VENKATESH PRASAD N.C KELKAR ROAD, DADAR, MUMBAI - 28

hereinafter called "the PURCHASER [S]" [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include

his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns] of the OTHER PART;

WHEREAS by an 'Agreement for Sale' dated 13-8-1999 'the PURCHASER[S]' herein have agreed to purchase from 'the DEVELOPERS' and 'the DEVELOPERS' herein have agreed to sell to 'the PURCHASER[S]' a flat, being flat No. 26 on 6th floor, in the building No. D5-7, "RADHA NAGAR" at Village Gandhare, Taluka Kalyan, District Thane for the consideration and upon the terms and conditions therein mentioned.

WHEREAS the specifications for construction of the building and the flat are as per Annexure VII to the said Agreement.

AND WHEREAS 'the PURCHASER' desires 'the DEVELOPERS' to provide additional amenities, 'the DEVELOPERS' have agreed to provide the same on the terms and conditions hereinafter appearing.

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

1. 'The PURCHASER' desires 'the DEVELOPERS' to provide additional amenities in respect of the said Flat other than those to be provided under the said Agreement for Sale of Flat A list of the additional amenities to be provided is hereto annexed.

2. 'The PURCHASER' agrees that all the terms and conditions mentioned in the above referred 'Agreement for Sale' entered into by 'the PURCHASER' are valid and binding.

3. No concession will be available to the Purchaser if he/she/ they opt not to have any one or more of the additional amenities mentioned in these presents.

4. 'The DEVELOPERS' have agreed to provide to 'the PURCHASER' the said amenities detailed in the list annexed hereto for a lumpsum payment of Rs. 2,12,750/- which 'the PURCHASER' has agreed to pay to 'the DEVELOPERS' in the manner following:

- [a] Rs. being earnest money deposit.
- [b] Rs. 42,550/- on execution of this Agreement
- [c] Rs. 42,550/- on plinth being cast.
- [d] Rs. 21,275/- on completion of slabs over the said flat.
- [e] Rs. 21,275/- on walls being completed over the said flat.
- [f] Rs. 21,275/- on completion of flooring of the said flat.

- P
24
- [g] Rs. 21,275/- on completion of plastering of the said flat.
[Internal and External]
- [h] Rs. 10,637/50 on doors and windows being fitted of the said flat.
- [i] Rs. 10,637/50 on completion of sanitary fittings and
plumbing works of the said flat.
- [j] Rs. 21,275/- on possession of the premises being offered by
'the DEVELOPERS' to 'the PURCHASER/S'.

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5. In accordance with the above mode of payment 'the DEVELOPERS' acknowledge having received from the 'the PURCHASER' the said amount of Rs. 25,000/- on execution of this Agreement. It is also agreed that the balance payment shall be made by 'the PURCHASER' to 'the DEVELOPERS' within eight days from the receipt of an intimation from 'the DEVELOPERS' that the payment has become due and payable to them, such intimation to be sent by ordinary post at the address of 'the PURCHASER' or to be left at the said address by hand delivery. 'The PURCHASER' is expected suo moto to ascertain the progress of construction from time to time and to make payment to 'the DEVELOPERS'. 'The DEVELOPERS' are not bound to give notice requiring 'the PURCHASER' to make such payment and failure thereof shall not be pleaded as an excuse for non-payment of any amount on respective due dates. If 'the PURCHASER' commits defaults in payment of any of the amounts on respective due dates, time being the essence of the contract, 'the DEVELOPERS' shall be at liberty to terminate this agreement, in which event the payments made by 'the PURCHASER' to 'the DEVELOPERS' shall stand forfeited.

6. Without prejudice to the other rights of 'the DEVELOPERS' under this Agreement and/or in law 'the PURCHASER' shall be liable to pay penal interest at the rate of 24% per annum on all amounts remaining unpaid for more than eight days after becoming due.

7. In the event any Sales Tax or any other duty or levy is payable on this Agreement or any other deed, document or paper executed hereafter in furtherance of this Agreement or in implementation of any of the terms and conditions herein contained the same shall be borne and paid and/or deposited by 'the PURCHASER' to 'the DEVELOPERS'.

8. The PURCHASER' agrees that 'the DEVELOPERS' shall have a first lien or charge on the flat for any unpaid amount under this Agreement and 'the PURCHASER' shall not be entitled to claim possession of the flat unless the dues under this Agreement are fully paid to 'the DEVELOPERS'.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands the day and the year first hereinabove written.

SIGNED AND DELIVERED]
by the withinnamed Developers]
M/s RAVI CONSTRUCTION CO.]
in presence of]

For RAVI CONSTRUCTION CO.

Pathan
PARTNER.

1. NYAVESHWARA BHANDRA

ज्ञानेश्वर

2. MR JANARDHAN DALVI

Jalvi

SIGNED AND DELIVERED by]
the withinnamed PURCHASER(S)]
SHRI/SMT/MESSRS SACHIN]
JAYANT GUMASTE]
in the presence of]

SA

1. NYAVESHWAR BHANDRA

ज्ञानेश्वर

2. MR JANARDHAN DALVI

Jalvi

RECEIPT

RECEIVED of and from the withinnamed Purchaser/s a sum of Rs. 25,000/- [Rupees TWENTY FIVE THOUSAND Only] being the amount of earnest money as mentioned hereinabove on or before the date of execution of these presents, by cash / cheque No. 359656 dt. 10.8.99 drawn on SARASWAT CO-OP BANK DADAR Branch.

WE SAY RECEIVED Rs. 25,000/-

For RAVI CONSTRUCTION CO.

Pathan
PARTNER



LIST OF EXTRA AMENITIES

FLOORING :

White Marble in all rooms. Ceramic tiles in Kitchen.

KITCHEN :

Granite cooking platform with shelf & stainless steel sink.

Concealed plumbing.

Planned electrical points for appliances.

Coloured tiles dado 1'6" over platform.

WC/BATH :

Full height coloured designer tiles in bathroom.

Full height colored designer tiles in WC.

Mini boiler.

Wash Basin with mirror in passage.

Concealed Hot/Cold mixer with superior fitting in bathroom.

Sintex doors in WC & Bath.

ELECTRICAL :

Concealed electrical copper wiring.

Adequate number of electrical points in all rooms.

Superior quality electric switches & controls.

Electric bell.

DOORS AND WINDOWS :

Attractive main door (Polished outside & oil painted inside.)

Flush doors with attractive fittings inside.

Aluminium sliding windows.

Marble window sills.

COMMON :

Telephone point in each flat.

Common TV/Cable point in all living rooms.

Efficient lifts in all buildings.

Terraces finished in China-Mosaic

Standby Water Pumps

ENTRANCE :

Decorated entrance facade.

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अनुक्रम नंबर ६७१ - ४०१९
 नं १९९९ के ३०१९९
 = १३ तारखेत ३ व ४
 = इच्छान कल्याण
 मुख्य निबंधक यांचे कचेरीत
 बाणत जिल्हा.

(Handwritten signature)

मुख्य निबंधक कल्याण-१.

मे. रवि कन्ट्रक्शन तर्फे
 भागीदार-श्री. अब्दुल मंजौद
 गुनाव प्रमाण वय-३२
 धेदा-व्यापार रा.-कुर्ल

① श्री. सलीम जमाल सुमाने

राशन - जोकरी
 वा. २४, वेष्टेष्टा युगाद
 ६१९९ मुंबई २०

वस्तुवच कल्याण विभाग

व्याकायत
 कल्याण

① *(Handwritten signature)*

② *(Handwritten signature)*

खालील प्रमावे वी-१
 तोंडणी वी- ५२६०८
 छायाचित्रण वी-
 () पाव
 अरे वी- २५
 कल्याण वी- ३८
 कायलिंग वी- १५८
 दफत वी-

एकूण वी- ५२६०९

मुख्य निबंधक कल्याण-१.

~~श्री. पाजाल कोलाजी~~
~~२५६९९~~
~~जोकरे~~
 श्री. कल्याण

मुख्य निबंधक कल्याण-१
 वी, ही वस्तुवच कल्याण विभाग
 उपरोक्त वस्तुवच कल्याण विभाग
 वस्तुवच कल्याण विभाग

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दिनांक १३/०१/१९९९

मुख्य निबंधक कल्याण-१.

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3240
30 45
3008

(M)

93



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Handwritten text below the first block in the lower left.

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Faint handwritten text and markings in the lower right quadrant.

THIS _____ DAY OF _____ 199 _____

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AGREEMENT FOR SALE
BETWEEN

M/S. RAVI CONSTRUCTION CO.

... The DEVELOPERS

AND

Mr/Mrs/Miss/Messrs. SACHIN
JAYANT GUMASTE

.....

... The PURCHASERS

Flat No. 26 Floor SIXTH
in Building No. D 5-7

"RADHA NAGAR PHASE III"
Village Gandhare, Taluka Kalyan
Dist. THANE

=====

SHAILESH D. THAKKAR
Advocate High Court,
B/5, Ashara Apartment, R.C. Patel Road,
Chandavarkar Lane, (Near Pandya Hospital)
Borivli (West), BOMBAY - 400 092.
Tel: 8625734, 8085516.

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