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## AGREEMENT

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this 22<sup>nd</sup> day of JULY in the Christian year Two Thousand Fourteen BETWEEN M/s. SHREE GANESH ASSOCIATES, a partnership firm, duly registered under Indian Partnership Act, 1932, having its office at Shop No. 13, Lambodar, Shreeganesh Sankul, Late Shashikant Patil Marg, Virar (East), Taluka Vasai, District Thane, Pan No. ABRFS8394M, hereinafter called "THE BUILDERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners for the time being of the said firm, their survivor or survivors or the heirs, executors, administrators and assigns of the other partners) of the FIRST PART :-

  
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1) **MR. PRATAP SINGH BHANDARI**, Age 44 years, Occupation Service, Pan No. AMQPB0818D, 2) **MRS. VISHADEVI PRATAP SINGH BHANDARI**, Age 41 years, Occupation Housewife, Pan No. APLPB4293E, residing at Sainath Chawl, Shivaji Nagar No. 2, Marol Church Road, Marol Pipeline, Andheri (East), Mumbai - 400 059, hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns) of the SECOND PART :-

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WHEREAS:-

a) Survey No.127, Hissa No. 6, Survey No.129, Hissa No. 7/3, Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

i. Mr. Ambo Bhiwa Patil, 2) Rama Bhiwa Patil, 3) Mr. Nago Alo Patil were the owners of the said land.

ii. Mr. Ambo Bhiwa Patil died intestate on 29/11/1941 leaving behind him Mr. Damodar Ambo Patil, being the legal heir according to the Hindu Succession Act by which he was governed at the time of his death.

iii. Mr. Rama Bhiwa Patil died intestate on 21/07/1942 leaving behind him Mr. Damodar Ambo Patil, being the legal heir according to the Hindu Succession Act by which he was governed at the time of his death.

iv. Mr. Nago Alo Patil died intestate on 07/02/1945, leaving behind him Shantaram Nago Patil through his mother and natural guardian Laxmibai Nago Patil, being the legal heir according to the Hindu Succession Act by which he was governed at the time of his death.

v. Mr. Damodar Ambo Patil died intestate leaving behind him 1) Shantaram Damodar Patil, 2) Jagannath Damodar Patil, 3) Bhalchandra Damodar Patil, 4) Vitthal Damodar Patil, 5) Manjulabai Vasudev Patil, 6) Yamanibai Mahadev Patil, 7) Mankibai Damodar Patil, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death. 1) Manjulabai Vasudev Patil, 2) Yamanibai Mahadev Patil were the married daughters and their names deleted from 7/12 extract and accordingly Mutation Entry No. 3132 their names have been deleted from the 7/12 extract and the name of Mr. Shantaram Damodar Patil entered in the 7/12 Extract as a H.U.F.

vi. By an Conveyance Deed dated 16/06/1987, Mr. Shantaram Nago Patil sold and conveyed the land admeasuring H.R. 0-10-0, out of Survey No. 130, Hissa No. 9 to Mr. Shantaram Damodar Patil.

vii. Mr. Shantaram Damodar Patil (HUF) and Mr. Shantaram Nago Patil had made an application to Tahasildar, Vasai to get the said ancestral land alongwith their other land partitioned amongst

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themselves and by an Oral Partition and as per statement given by Mr. Shantaram Damodar Patil and Mr. Shantaram Nago Patil and others and accordingly Taluka Order, the land bearing Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 came to the share of Mr. Shantaram Nago Patil and land bearing Survey No.127, Hissa No. 6, Survey No.129, Hissa No. 7/3 came to the share of Mr. Jagannath Damodar Patil and Mutation Entry No. 8970 the said land was recorded in the name of Mr. Shantaram Nago Patil and Mr. Jagannath Damodar Patil. The said Mutation Entry was certified by Circle Inspector, Virar.

viii. Jagannath Damodar Patil died intestate on 31/01/1992, leaving behind him 1) Smt. Kamal Jagannath Patil 2) Mr. Vijay Jagannath Patil 3) Mr. Rajesh Jagannath Patil being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

ix. By an Development Agreement dated 7<sup>th</sup> June 2002 entered into by and between 1) Mr. Shantaram Nago Patil, 2) Mrs. Kanta Shantaram Patil, 3) Mr. Prakash Shantaram Patil, 4) Mr. Hareshwar Shantaram Patil, 5) Mrs. Kusum Jagannath Patil, 6) Mrs. Vimal Tukaram Gave (therein called "The Owners") of the First Part and Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Mr. Shantaram Nago Patil and others had granted the development right in respect of land bearing Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

x. By an Development Agreement dated 29<sup>th</sup> April 2002 entered into by and between 1) Smt. Kamal Jagannath Patil 2) Mr. Vijay Jagannath Patil 3) Mr. Rajesh Jagannath Patil (therein called "The Owner") of the First Part and Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Smt. Kamal Jagannath Patil and others had granted the development right in respect of land bearing Survey No.127, Hissa No. 6, Survey No.129, Hissa No. 7/3 to Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

xi. After the death of Mr. Nago Alo Patil, the name of Shantaram Nago Patil through his mother and natural guardian Laxmibai Nago Patil, was recorded as a only legal heir of the deceased vide Mutation Entry No. 1742, however Late Mr. Nago Alo Patil had a married daughter namely Motibai Mahadev Gharat who was predeceased and 1) Sakhubai Janardan Patil, 2) Champabai Raghunath Gharat, 3)

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Bhanumati Kamlakar Bhoir, 4) Veena Rambhau Patil, 5) Malati Dattatraya Patil, 6) Vimal Tukaram Gave are the legal heirs of Late Motibai Mahadev Gharat. The legal heirs of Late Motibai Mahadev Gharat had filed an RTS Appeal in the Court of Sub-Divisional Officer, Bhiwandi Division, Bhiwandi under Section 247 of Maharashtra Land Revenue Code 1966 and after investigation the Sub-Divisional Officer ordered to enter the names of 1) Sakhubai Janardan Patil, 2) Champabai Raghunath Gharat, 3) Bhanumati Kamlakar Bhoir, 4) Veena Rambhau Patil, 5) Malati Dattatraya Patil, 6) Vimal Tukaram Gave as the co-owners of the said land and as per Taluka Order No. RTS/KV/582, dated 13/07/2007 and Mutation Entry No. 10869, the names of 1) Sakhubai Janardan Patil, 2) Champabai Raghunath Gharat, 3) Bhanumati Kamlakar Bhoir, 4) Veena Rambhau Patil, 5) Malati Dattatraya Patil, 6) Vimal Tukaram Gave has been entered as the co-owners of the said land. The said Mutation Entry was certified by Circle Officer, Virar.

xii. By an Conveyance Deed dated 23<sup>rd</sup> August 2010, 1) Sakhubai Janardan Patil, 2) Champabai Raghunath Gharat, 3) Bhanumati Kamlakar Bhoir, 4) Veena Rambhau Patil, 5) Malati Dattatraya Patil sold and conveyed their share in land bearing Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to M/s. Viva Shelter.

xiii. By an Conveyance Deed dated 2<sup>nd</sup> June 2011 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 06955-2011, dated 02/06/2011, Mrs. Vimal Tukaram Gave sold and conveyed her share land admeasuring H.R. 0-05-75, out of Survey No.130, Hissa No. 4 (Part), 5,6,7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to M/s. Viva Shelter.

xiv. By an Conveyance Deed dated 26<sup>th</sup> July 2011 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 09095-2011, dated 26/07/2011, 1) Mr. Shantaram Damodar Patil, 2) Mrs. Kanta Shantaram Patil, 3) Mr. Hareshwar Shantaram Patil, 4) Mr. Prakash Shantaram Patil, 6) Mrs. Kusum Jagannath Patil sold and conveyed their share land admeasuring H.R.0-34-5, out of Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to M/s. Viva Shelter.

b) Survey No.131, Hissa No. 1, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

i. Mr. Jamnadas Daji Darji was the owner of the said land.

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ii. By an Conveyance Deed dated 08/07/1948, Mr. Manmadas Daji Darji sold and conveyed the said land to 1) Mr. Manya Loru Ludrick, 2) Motya Loru Ludrick, 3) Agu Loru Ludrick.

iii. Motya Loru Ludrick died intestate on 24/07/1988 leaving behind him 1) Santan Motya Ludrick, 2) Eliyas Motya Ludrick, 3) Marshal Motya Ludrick, 4) Tereja Paskol Rodrigues, 5) Lujan Manvel Rodrigues being the legal heirs according to the Indian Succession Act, by which he was governed at the time of his death.

iv. Mr. Manya Loru Ludrick died intestate leaving behind him 1) Sanjav Manya Ludrick, 2) Simon Manya Ludrick, 3) Ijmal Joseph Pereira, 4) Koshav Manvel Fargoj, 5) Ushibai Manya Ludrick, being the legal heirs according to the Indian Succession Act, by which he was governed at the time of his death.

v. Ushibai Manya Ludrick, died intestate leaving behind her 1) Sanjav Manya Ludrick, 2) Simon Manya Ludrick, 3) Ijmal Joseph Pereira, 4) Koshav Manvel Fargoj, being the legal heirs according to the Indian Succession Act, by which she was governed at the time of her death.

vi. Santan Agu Ludrick died intestate leaving behind her 1) Pagis Alias Patris Agustin Ludrick Alias Rodrigues, 2) Mary Farshya Ludrick Alias Rodrigues, 3) Veronika Patil, being the legal heirs according to the Indian Succession Act, by which she was governed at the time of her death.

vii. By an Agreement for sale dated 19<sup>th</sup> June 2003 entered into by and between 1) Sanjav Manya Ludrick, 2) Ijmal Sanjav Ludrick, 3) Joseph Sanjav Ludrick Alias Rodrigues, 4) Feby Joseph Ludrick Alias Rodrigues, 5) Babita Ajit Pereira, 6) Daiyna Walter D'monte, 7) Santan Agu Ludrick, 8) Patris Agustin Ludrick Alias Rodrigues, 9) Koshav Patris Ludrick Alias Rodrigues, 10) Mary Farshya Ludrick Alias Rodrigues, 11) Veronika Patil, 12) Simon Manya Ludrick, 13) Santu Simon Ludrick Alias Rodrigues, 14) Sumita Xavier Lopes, 15) Sobers Simon Ludrick Alias Rodrigues, 16) Ijmal Joseph Pereira, 17) Koshav Manvel Fargoj, 18) Elias Motry Ludrick Alias Rodrigues, 19) Rita Elias Ludrick Alias Rodrigues, 20) Marshal Motya Ludrick, 21) Tereja Paskol Rodrigues, 22) Sujan Manvel Rodrigues (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Sanjav Manya Ludrick and others have agreed to sell the said land to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

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c) By an Development Agreement dated June 2008 entered into by and between M/s. Viva Shelter (therein called "The Vendors") of the First Part and M/s. SHREE GANESH ASSOCIATES (therein called "The Developers") of the Second Part and hereinafter called "The Builders", the said M/s. Viva Shelter have granted the development right in respect of FSI of Building No. 1, admeasuring 48529 Square feet (Built up area) together with all balconies and staircases area and the land thereunder together with right to use the garden area and right of way over the roads and other common facilities of the housing scheme, out of total F.S.I. to be approved by the CIDCO in the said land to M/s. SHREE GANESH ASSOCIATES, on the terms and conditions mentioned in the said agreement. The said development agreement was registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 04181-2011, dated 25/03/2011 vide Confirmation Deed dated 25/03/2011.

d) The land bearing Survey No. 127, Hissa No. 6, Survey No.129, Hissa No. 7/3, Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 10, 11, 12, 13, 14, 28, Survey No.131, Hissa No. 1 has been amalgamated and converted into N.A. by the Office of Collector, Thane vide its Order bearing No. REV/D-1/T-9/NAP/SR-200/2009, dated 18/02/2010.

e) The City and Industrial Development Corporation of Maharashtra Ltd., have granted the Commencement Certificate for the proposed layout for Residential with Shopline Building on the said land vide its Order bearing No. CIDCO/VVSR/CC/BP-4632/E/672, dated 23/06/2010.

f) The City and Industrial Development Corporation of Maharashtra Ltd., have granted the Commencement Certificate for the proposed Residential with Shopline Building No. 1 on the said land vide its Order bearing No. CIDCO/VVSR/CC/BP-4632/E/674, dated 23/06/2010.

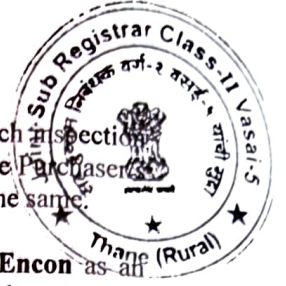
g) The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Builders with a view ultimately that the Purchaser/s of the various premises alongwith occupants of the other premises in the said plot of land shall form a Co-Operative Housing Society or Limited Company the said plot of land together with the building/s thereon will be conveyed as herein provided.

h) The Purchaser/s has/have demanded from the Builders inspection of the aforesaid building/s plans, specification of and other

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documents referred to above including the agreement such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

i) The Builders have engaged the service of M/s. Encon as all Architect and as a Structural Engineer for preparation of the structural drawings of the building/s and the Builders accepts the professional supervision of the Architect and Structural Engineer till the completion of the building/s.

j) The Purchaser/s demanded from the Builders and the Builders have given inspection to the Purchaser/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Builders Architects M/s. Encon and of such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction Sale Management and Transfer) Act 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/ herself/themselves about the same.

k) The Builders have supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flat Rules 1964 as demanded by the Purchaser/s.

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

1) The Builders shall construct the said building on the said plot of land more particularly described in the schedule 'A' hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

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2) The Purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the Purchaser/s the Flat bearing No. A/402, admeasuring 494 Square feet (Carpet area) i.e. 750 Square feet i.e. 69.70 Square metres (Super Built up area) (which is inclusive of the area of balconies) on Fourth Floor, in 'A' wing, as shown in the floor plan thereof hereto annexed and marked annexure ' ' in Building No. 1 known as "SHREEGANESH TOWER" (hereinafter referred to as "The Flat/Shop") for the price of Rs.24,75,000/- (Rupees Twenty Four Lakhs Seventy Five Thousand only) including price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common facilities which are more particularly described in the schedule 'B' hereunder written.

3) The said consideration of Rs.24,75,000/- (Rupees Twenty Four Lakhs Seventy Five Thousand only) shall be payable in the following manner:-

- a) Rs. 3,55,000/- on booking of the Flat.
- b) Rs. 1,76,666/- on completion of plinth.
- c) Rs. 1,76,666/- on completion of 1<sup>st</sup> slab.
- d) Rs. 1,76,666/- on completion of 2<sup>nd</sup> slab.
- e) Rs. 1,76,666/- on completion of 3<sup>rd</sup> slab.
- f) Rs. 1,76,666/- on completion of 4<sup>th</sup> slab.
- g) Rs. 1,76,666/- on completion of 5<sup>th</sup> slab.
- h) Rs. 1,76,666/- on completion of 6<sup>th</sup> slab.
- i) Rs. 1,76,666/- on completion of 7<sup>th</sup> slab.
- j) Rs. 1,76,666/- on completion of 8<sup>th</sup> slab.
- k) Rs. 1,76,666/- on completion of brick work.
- l) Rs. 1,76,666/- on completion of plaster (Internal and External).
- m) Rs. 88,337/- on completion of flooring.
- n) Rs. 88,337/- on offering possession of the said Flat.

4) The Builders hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Shop to the Purchaser/s, obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop.

5) The Purchaser/s agrees to pay to the Builders interest at eighteen per cent per annum on all the amounts which become due and payable by the Purchaser/s to the Builders under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Builders.

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6) On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builders under this agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement;

PROVIDED always that the Power of termination herein before contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the Builders shall refund to the Purchaser/s the installments of sale price of the Flat/Shop which may till have been paid by the Purchaser/s to the Builders but the Builders shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose off and sell the Flat/Shop to such person and at such price as the Builders may in their absolute discretion think fit.

7) The fixtures, fittings and amenities to be provided by the Builders in the premises and the said building are those that are set out in schedule 'D' hereinunder written.

8) The Builders shall give possession of the premises to the Purchaser/s on or before \_\_\_\_\_. If the Builders fails or neglects to give possession of the Flat/Shop to the Purchaser/s on account of reasons beyond their control and of their agents as per the Provisions of Section 8 of Maharashtra Ownership Flat, Act, by the aforesaid date or dates prescribed in Section 8 of the said act, then the Builders shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Flat/Shop with simple interest at nine per cent, per annum from the date the Builders received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the Purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the

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construction or building/s in which the Flats/Shops are situated or were to be situated.

PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if, the completion of building/s in which that Flat/Shop is to be situated is delayed on account of:

- i) Non-Availability of steel, cement, other building/s material, water or electric supply.
  - ii) War, Civil Commotion or act of God.
  - iii) Any notice, order rule, notification of the Government and/or other public or competent authority.
  - iv) Any other reason or cause beyond control.
- 9) The Purchaser/s shall take possession of the Flat/Shop within seven days of the Builders giving written notice to the Purchaser/s intimating that the said Flats/Shops are ready for use and occupation.
- 10) The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of RESIDENCE similarly the Shop Purchaser/s shall use the Shop or any part thereof or permit the same to be used only for the purpose of COMMERCIAL.
- 11) The Purchaser/s alongwith other Purchaser/s of Flats/Shops in the building/s shall join in forming and registering the society or a limited company to be known by the name as **SHREEGANESH TOWER Co-operative Housing Society Ltd.**, The Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member, including the bye-laws of the proposed society and fulfill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to the Purchaser/s. So as to enable Builders to register the organisation of the Purchaser/s under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules, 1964. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

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12) Unless it is otherwise agreed to by and between the parties hereto the Builders shall, within four months of registration of the society or limited company, as aforesaid cause to be transferred to society or limited company all right, title and interest of the vendors and/or the owners in the aliquot part of the said land together with the building/s obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building/s in favour of such society or limited company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this agreement.

13) Commencing a week after notice in writing is given by the Builders to the Purchaser/s that the Flat/Shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the Flats/Shops) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society/limited company is formed and the said land and building/s transferred to it, the Purchaser/s shall pay to the Builders such proportionate share of outgoing as may be determined. The Purchaser's share is so determined; the Purchaser/s shall pay to the Builders Provisional monthly contribution of Rs. \_\_\_/- per month towards the outgoing. The amounts so paid by the Purchaser/s to the Builders shall not carry any interest and remain with the Builders until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builders to the society or the limited company, as the case may be. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

14) The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Builders the following amounts:-

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- i) Rs. 1,000/- for legal charges.
- ii) Rs. 600/- for share money, application entrance fee of the society or limited company.
- iii) Rs. 1,000/- for formation and registration of the society or limited company.
- iv) Rs. 2,000/- for proportionate share of taxes and other charges

Rs. 4,600/-

15) The Builders shall utilise the sum of Rs.2,600/- paid by the Purchaser/s to the Builders for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Builders in connection with formation of the said society, or as the case may be limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the conveyance or assignment of lease.

16) At the time of registration of the society, the Purchaser/s shall pay to the Builders the Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building/s to be executed in favour of the society or limited company.

17) The Purchaser/s or himself/herself/themselves with intention to bring all persons into whatsoever hands the Flat/Shop may come, doth hereby covenant with the Builders as follows:-

a) To maintain the Flat/Shop at the Purchaser's own costs any good tenantable repair and condition from the date of possession of the Flat/Shop is taken and shall not do or suffered to be done anything in or to the building/s in which the Flat/Shop is situated, staircase or any passages which may be against the rule, regulations or bye-laws or concerned local or any other authority or change/ alter to make addition in or to the building/s in which the Flat/Shop is situated the Flat/Shop itself or any part thereof.

b) Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structures of the building/s in which the Flat/Shop is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building/s in which Flat/Shop is situated, including entrances of the building/s in which the Flat/Shop is situated and in case any damage is

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caused to the building/s in which the Flat/Shop is situated or Flat/Shop on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same conditions, state and order in which it was delivered by the Builders to the Purchaser/s and shall not do or suffering to be done any thing in or to the building/s in which the Flat/Shop is situated or the Flat/Shop which may given 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 the contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/s in which the Flat/Shop is situated and shall keep the portion, sewers, drains pipes in the Flat/Shop and appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building/s in which the Flat/Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. Pardis or other structural members in the Flat/Shop without the prior written permission of the Builders and/or the society or limited company.

e) Not to 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/s in which the Flat/Shop is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the said land and the building/s in which the Flat/Shop is situated.

g) Pay to the Builders within seven days of demand by the Builders, their share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building/s in which the Flat/Shop is situated.

h) To bear and pay increase in local taxes, water charges, insurance and such other levys, if any, which are imposed by the


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concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Purchaser/s viz. user for any purposes other than for residential / commercial purpose.

- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of this agreement or part with the possession of the Flat/Shop until all the dues payable by the Purchaser/s to the Builders under this agreement are fully paid up and only if the Purchaser/s had 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/have intimated in writing to the Builders.
- j) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the Flats/Shops therein and for the observance and performance of the said building/s Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and condition laid down by the society/ limited company regarding the occupation and use of the Flat/ Shop in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- k) Till a conveyance of building/s in which Flat/Shop is situated is executed the Purchaser/s shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof.
- 18) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats/ Shops or of the said plot of land and building/s or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/ her/them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builders until the said land and building/s is transferred to the society/ limited company as hereinbefore mentioned.
- 19) Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of



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any of the terms and conditions of this agreement by Purchaser/s shall the same in any manner prejudice the right of the Builders.

20) The Purchaser/s and/or the Builders shall present the agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the Builders will attend such office and admit execution thereof.

21) All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if sent, to the Purchaser/s, by registered post A.D./Under Certificate of posting at his/her/their address specified below :-

VIZ : Sainath Chawl, Shivaji Nagar No. 2, Marol Church Road,  
Marol Pipeline, Andheri (East), Mumbai - 400 059.

22) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flats in the said building/s, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat/Shop and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser/s. The said terrace shall not be enclosed by the Flat Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builders or the society, or as the case may be, the limited company.

23) IT IS AGREED BETWEEN the Builders and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builders are entitled to construct and dispose of the said additional construction and the Builders have reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-Operative Housing society shall be incorporated.

24) In the event of any society being formed and registered before the sale and disposal by the Builders of all the premises, the powers and the authority of the society or limited company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builders in respect of all the matters concerning the said building/s and in particular the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society and/or Limited Company or



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Condominium of Apartment being formed earlier than the Builders dealing with or disposing of the said building/s on the said property then and in that event any allottee or Purchaser/s of premises from the Builders shall be admitted to such co-operative society, limited company of Condominium of Apartment on being called upon by the Builders without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- entrance fee and such allottee Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society, limited company or Condominium or Apartment as the case may be.

25) The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builders to the Government or City and Industrial Development Corporation or Municipal Corporation or to any other public body in respect of the said property, the same shall be reimbursed by the Purchaser/s in proportion to the area of his/her/their Flat/Shop.

26) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Municipal Corporation or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Builders the same shall be paid by the Purchaser/s to the Builders in proportion to the area of the said premises and in determining such amount, the discretion of the Builders shall be conclusive and binding upon the Purchaser/s.

27) The Purchaser/s shall be liable to pay the Service Tax, M Vat Tax, Octroi & House Tax of Vasai Virar City Municipal Corporation or any other tax, Cess if applicable on purchasing the Flat/Shop to be imposed by the Central and/or State Government or any other Government body at his/her/their own cost and expenses at the time of booking of the Flat/Shop.

28) It is agreed and understood that the pocket terrace if attached to any Flat/Shop shall be exclusively used by the Purchaser/s of such Flat/Shop and no other Purchaser of Flat/Shop nor society shall have rights of any nature whatsoever over such terrace. The terrace over the top floor (building terrace) shall be used commonly by the Purchaser/s of Flats/Shops only of the society or other organization being formed and registered.

29) The Builders shall in respect of any amount remaining unpaid by the Purchaser/s under this agreement have first lien and charge on the said Flat/Shop agreed to be purchased/acquired by the Purchaser/s.

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- 30) The lift room and water tank shall be located on the terrace above the topmost floor of the said building; the said terrace is agreed to be left open to the sky for further and additional constructions thereon by the Builders in future at any stage and/or time in terms of this clause. Neither the Purchaser/s nor the said society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- 31) The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builders under this agreement.
- 32) The Shop Purchaser/s shall not construct the Shed and/or close the Otlā by fixing the Grills etc. on the Front side of the Shop.
- 33) This Agreement shall always be subject to the Provision of Maharashtra Co-Operative Societies Act, 1960 with rules made thereunder and also The Maharashtra Ownership Flats (Regulation of the Promotions of Construction, Sale, Management and Transfer) Act, 1963.

### SCHEDULE 'A'

#### THE SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces and parcels of N.A. land bearing Survey No.127, Hissa No. 6, admeasuring H.R.0-06-1, assessed at Rs.0.42 Paise, Survey No.129, Hissa No. 7/3, admeasuring H.R. 0-13-1, assessed at Rs.0.50 Paise, Survey No.130, Hissa No. 4 (Part), admeasuring H.R. 0-06-0, assessed at Rs.0.83 Paise, Survey No.130, Hissa No. 5, admeasuring H.R. 0-06-1, assessed at Rs.0.69 Paise, Survey No.130, Hissa No. 6, admeasuring H.R. 0-04-0, assessed at Rs.0.78 Paise, Survey No.130, Hissa No. 7, admeasuring H.R. 0-02-0, assessed at Rs.0.34 Paise, Survey No.130, Hissa No. 8, admeasuring H.R. 0-01-5, assessed at Rs.0.25 Paise, Survey No.130, Hissa No. 9 (Part), admeasuring H.R.0-10-1, assessed at Rs.1.06 Paise, Survey No.130, Hissa No. 9 (Part), admeasuring H.R. 0-19-0, assessed at Rs.1.75 Paise, Survey No.130, Hissa No.10, admeasuring H.R. 0-05-0, assessed at Rs.0.22 Paise, Survey No.130, Hissa No.11, admeasuring H.R.0-07-1, assessed at Rs.0.31 Paise, Survey No.130, Hissa No. 12, admeasuring H.R.0-01-0, assessed at Rs.0.05 Paise, Survey No.130, Hissa No. 13, admeasuring H.R.0-00-2, assessed at Rs.0.20 Paise, Survey No.130, Hissa No. 14, admeasuring H.R. 0-05-0, assessed at Rs.0.22 Paise, Survey No.130, Hissa No. 28,

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admeasuring H.R. 0-02-0, assessed at Rs.0.08 Paise, Survey No.131, Hissa No. 1, admeasuring H.R.0-53-1, assessed at Rs.0.30 Paise, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

**SCHEDULE 'B'**

**THE SCHEDULE ABOVE REFERRED TO FLAT/SHOP**

Flat No. A/402, on the Fourth Floor, admeasuring 494 Square feet (Carpet area) i.e. 750 Square feet i.e. 69.70 Square metres (Super Built up area), in 'A' wing, in Building No. 1 known as "SHREEGANESH TOWER", constructed on N.A. land bearing Survey No.127, Hissa No. 6, Survey No.129, Hissa No. 7/3, Survey No.130, Hissa Nos. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28, Survey No.131, Hissa No. 1, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).

**SCHEDULE 'C'**

**TITLE CLEARANCE REPORT**

THIS IS TO CERTIFY THAT I have investigated the title of N.A. land bearing Survey No.127, Hissa No. 6, admeasuring H.R. 0-06-1, assessed at Rs.0.42 Paise, Survey No.129, Hissa No. 7/3, admeasuring H.R. 0-13-1, assessed at Rs.0.50 Paise, Survey No.130, Hissa No. 4 (Part), admeasuring H.R. 0-06-0, assessed at Rs.0.83 Paise, Survey No.130, Hissa No. 5, admeasuring H.R. 0-06-1, assessed at Rs.0.69 Paise, Survey No.130, Hissa No. 6, admeasuring H.R. 0-04-0, assessed at Rs.0.78 Paise, Survey No.130, Hissa No. 7, admeasuring H.R. 0-02-0, assessed at Rs.0.34 Paise, Survey No.130, Hissa No. 8, admeasuring H.R. 0-01-5, assessed at Rs.0.25 Paise, Survey No.130, Hissa No. 9 (Part), admeasuring H.R.0-10-1, assessed at Rs.1.06 Paise, Survey No.130, Hissa No. 9 (Part), admeasuring H.R. 0-19-0, assessed at Rs.1.75 Paise, Survey No.130, Hissa No. 10, admeasuring H.R. 0-05-0, assessed at Rs.0.22 Paise, Survey No.130, Hissa No.11, admeasuring H.R.0-07-1, assessed at Rs.0.31 Paise, Survey No.130, Hissa No. 12, admeasuring H.R.0-01-0, assessed at Rs.0.05 Paise, Survey No.130, Hissa No. 13, admeasuring H.R. 0-00-2, assessed at Rs.0.20 Paise, Survey No.130, Hissa No. 14, admeasuring H.R. 0-05-0, assessed at Rs.0.22 Paise, Survey No.130, Hissa No. 28, admeasuring H.R. 0-02-0, assessed at Rs.0.08 Paise, Survey No.131, Hissa No. 1, admeasuring H.R.0-53-1,

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assessed at Rs.9.50 Paise, lying being and situate at Village Vasai Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar).

- a) Survey No.127, Hissa No. 6, Survey No.129, Hissa No. 7/3, Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28.

By an Development Agreement dated 7<sup>th</sup> June 2002 entered into by and between 1) Mr. Shantaram Nago Patil, 2) Mrs. Kanta Shantaram Patil, 3) Mr. Prakash Shantaram Patil, 4) Mr. Hareshwar Shantaram Patil, 5) Mrs. Kusum Jagannath Patil, 6) Mrs. Vimal Tukaram Gave (therein called "The Owners") of the First Part and Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Mr. Shantaram Nago Patil and others had granted the development right in respect of land bearing Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 29<sup>th</sup> April 2002 entered into by and between 1) Smt. Kamal Jagannath Patil 2) Mr. Vijay Jagannath Patil 3) Mr. Rajesh Jagannath Patil (therein called "The Owner") of the First Part and Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Smt. Kamal Jagannath Patil and others had granted the development right in respect of land bearing Survey No.127, Hissa No. 6, Survey No.129, Hissa No. 7/3 to Mr. Hemant Ramesh Mhatre partner of M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Conveyance Deed dated 23<sup>rd</sup> August 2010, 1) Sakhubai Janardan Patil, 2) Champabai Raghunath Gharat, 3) Bhanumati Kamlakar Bhoir, 4) Veena Rambhau Patil, 5) Malati Dattatraya Patil sold and conveyed their share in land bearing Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to M/s. Viva Shelter.

By an Conveyance Deed dated 2<sup>nd</sup> June 2011 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 06955-2011, dated 02/06/2011, Mrs. Vimal Tukaram Gave sold and conveyed her share land admeasuring H.R. 0-05-75, out of Survey No.130, Hissa No. 4 (Part), 5,6,7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to M/s. Viva Shelter.

By an Conveyance Deed dated 26<sup>th</sup> July 2011 and registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No.

*R.R.*  
*W.L.H.*  
*W.L.H.*

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09095-2011, dated 26/07/2011, 1) Mr. Shantaram Damodar Patil, 2) Mrs. Kanta Shantaram Patil, 3) Mr. Hareshwar Shantaram Patil, 4) Mr. Prakash Shantaram Patil, 6) Mrs. Kusum Jagannath Patil sold and conveyed their share land admeasuring H.R.0-34-5, out of Survey No.130, Hissa No. 4 (Part), 5, 6, 7, 8, 9 (Part), 9 (Part), 10, 11, 12, 13, 14, 28 to M/s. Viva Shelter.

b) Survey No.131, Hissa No. 1.

By an Agreement for sale dated 19<sup>th</sup> June 2003 entered into by and between 1) Sanjav Manya Ludrick, 2) Ijmal Sanjav Ludrick, 3) Joseph Sanjav Ludrick Alias Rodrigues, 4) Feby Joseph Ludrick Alias Rodrigues, 5) Babita Ajit Pereira, 6) Daiyna Walter D'monte, 7) Santan Agu Ludrick, 8) Patris Agustin Ludrick Alias Rodrigues, 9) Koshav Patris Ludrick Alias Rodrigues, 10) Mary Farshya Ludrick Alias Rodrigues, 11) Veronika Patil, 12) Simon Manya Ludrick, 13) Santu Simon Ludrick Alias Rodrigues, 14) Sumita Xavier Lopes, 15) Sobers Simon Ludrick Alias Rodrigues, 16) Ijmal Joseph Pereira, 17) Koshav Manvel Fargoj, 18) Elias Motry Ludrick Alias Rodrigues, 19) Rita Elias Ludrick Alias Rodrigues, 20) Marshal Motya Ludrick, 21) Tereja Pascol Rodrigues, 22) Sujan Manvel Rodrigues (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Sanjav Manya Ludrick and others have agreed to sell the said land to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 1<sup>st</sup> June 2008 entered into by and between M/s. Viva Shelter (therein called "The Vendors") of the First Part and M/s. Shree Ganesh Associates (therein called "The Developers") of the Second Part, the said M/s. Viva Shelter have granted the development right in respect of FSI of Building No. 1, admeasuring 48529 Square feet (Built up area) together with all balconies and staircases area and the land thereunder together with right to use the garden area and right of way over the roads and other common facilities of the housing scheme, out of total F.S.I. to be approved by the CIDCO in the said land to M/s. Shree Ganesh Associates, on the terms and conditions mentioned in the said agreement. The said development agreement was registered in the office of Sub-Registrar at Vasai No. II (Virar) under Serial No. 04181-2011, dated 25/03/2011 vide Confirmation Deed dated 25/03/2011.

I have investigated the title and the same is found clear, marketable and without any encumbrance.

sd/-  
(N.B.DESHMUKH & Co.)  
ADVOCATE

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SCHEDULE 'D'

LIST OF AMENITIES

- \* Building of R.C.C. framed structure.
- \* Branded Quality Bathroom fitting & sanitary ware
- \* Fall Ceiling in Living Room and Moulding patta in Bedroom
- \* RCC loft over bathroom and kitchen.
- \* Separate pipeline for municipal and borewell water.
- \* Branded Ceiling Fan in Living Room & Bedroom, Exhaust Fan in kitchen & W.C.
- \* Concealed copper Electric wiring with modular switches with distribution Box and MCB.
- \* Tube Lights or CFL Bulb in all rooms.
- \* Wiring for inverter.
- \* High Speed Lift.
- \* Power Backup for lifts, common areas.
- \* Power backup in flats (one point in each room).
- \* Full ceramic vitrified flooring 2'x2' in all rooms with skirting.
- \* Granite kitchen platform with S.S. sink & kitchen trolley, kitchen cabinet.
- \* Full tiles over kitchen platform
- \* Heavy Section Powder coated aluminium sliding window with mosquito net in bedroom and living room.
- \* Decorative main door with safety door with godrej latch.
- \* Concealed plumbing with 'C' class pipe fitting.
- \* Telephone, Cable point in living room and bedroom.
- \* Full tiles in W.C. & Bathrooms with waterproof doors.
- \* Gypsum coating to wall and attractive paint in all the rooms and texture paint for one wall in Living Rom.
- \* Geyser Point in Bathroom with Sintex Tank of 400 to 500 liters.
- \* Elevation of building designed to give modern look.

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

*[Handwritten signatures]*



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सिडको  
 शहरांचे शिल्पकार

शहर व औद्योगिक विकास महामंडळ महाराष्ट्र मर्यादित

अविका कमर्शियल कॉम्प्लेक्स, दुसरा मजला, वसई (पूर्व), जि. ठाणे (Rural)  
 दूरध्वनी (कोड - ९५२५०) २३९०४८७ फॅक्स (कोड - ९५२५०) २३९०४६६

संदर्भ क्र. : CIDCO/VVSR/CC/BP-4632/E/ 674

दिनांक : 23/06/2010

To:  
 ✓ Shri Shantaram N. Patil & others through  
 P.A. Holder Shri Hemant R. Mhatre  
 A.19, 1<sup>st</sup> Floor Mirza Shopping Center  
 Opp Rly Station, Virar (E)  
 Taluka Vasai  
 DIST : THANE.

Sub : Commencement Certificate for proposed for Residential with Shopline Building No. 1 on land bearing S.No.127, H.No.6, S.No.129, H.No.7/3, S.No.130, H.No.4(Pt), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 28, S.No.131, H.No.1 of Village Virar, Taluka Vasai Dist Thane.

- Ref :
- 1) NOC for N.A. Permission granted by CIDCO vide letter No CIDCO/VVSR/BP/NA NOC-278/E/4581 dated 31/07/2009
  - 2) Revised NOC for N.A. Permission granted by CIDCO vide letter No.CIDCO/VVSR/BP/NA NOC-278/E/5459 dated 15/12/2009
  - 3) N.A. Order No.REV/D-1/T-9/NAP/SR- 200/2009 dated 18/02/2010 from the Collector, Thane
  - 4) TILR M.R.No.1538/07 to 1540/07, 1554/07, 1557/07 & 1521/07 dated 09/10/2007 for measurement
  - 5) Assurance letters from Virar Municipal Council vide letter dated 31/03/2008 & 20/10/2008 for potable water supply
  - 6) NOC from Virar Municipal Council vide letters dated 24/03/2008 & 20/10/2008 for construction
  - 7) EE(BP-VV)'s Report dated 28/04/2010
  - 8) Your Licensed Surveyor's letter dated 31/03/2010

Sir / Madam,

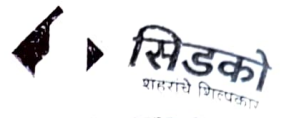
Development Permission is hereby granted for the proposed Residential with Shopline Building No 2 under Section 45 of Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII of 1966) to Shri Shantaram N. Patil & others through P.A. Holder Shri Hemant R. Mhatre

This drawing shall be read with the layout plan approved vide letter No CIDCO/VVSR/CC/BP-4632/E/ 672 dated 23/06/2010 & the conditions mentioned in the letter No CIDCO/VVSR/CC/BP-4632/E/ 671 dated 23/06/2010. The detail of the building are given below

Sr. No.	Predominant Building	Bldg. No.	No. of Floors	No. of Flats	No. of Shops	Built Up Area (in sq. mt.)
1	Residential with Shopline	1	(Stilt/Gr + 7)	89	04	3675.55

Contd. 2

नोदणीकृत कार्यालय : 'निर्मल', दुसरा मजला, नरीमन पॉइंट, मुंबई - ४०० ०२१. दूरध्वनी ६६५० ०९०० फॅक्स : ००-९१-२२-२२०२ २५०९  
 मुख्य कार्यालय : सिडको भवन, सी. बी. डी. बेंलापूर, नवी मुंबई - ४०० ६२४. दूरध्वनी : ६७९१ ८१०० फॅक्स : ००-९१-२२-६७९१ ८१६६



# शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र)

अबिका कमर्शियल कॉम्प्लेक्स, दुसरा मजला, वसई (पूर्व), जि. ठाणे ४०२ ३०२  
दूरध्वनी : (कोड - ९५२५०) २३९०४८७ फॅक्स : (कोड - ९५२५०) २३९०४८७



संदर्भ क्र.

CIDCO/VVSR/CC/BP-4632/E/6320/2098

वसई - ५
दस्त क्र. 3620/2098
82/1 80

The commencement certificate shall remain valid for a period of one year for the particular building under reference from the date of its issue (As per Section 44 of MR & TP Act, 1966 and Clause 2 42 & 2 6 9 of Sanctioned D.C. Regulations, 2001)

The amount of Rs 1,05,000/- (Rupees One lakh five thousand only) deposited vide challan No 26432 dated 22/06/2010 with CIDCO as interest from security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any other building Control Regulation & Conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedial right of the Corporation. The security deposit paid Rs 49,400/- for Building No. 1 cumulatively.

You have to fix a board of public notice regarding unauthorised covering of marginal open spaces before applying for occupancy certificate of next building as per the format finalised by CIDCO.

You shall construct cupboard if any, as per sanctioned D.C. Regulations.

Yours faithfully,

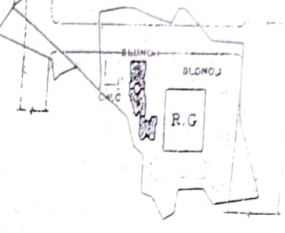
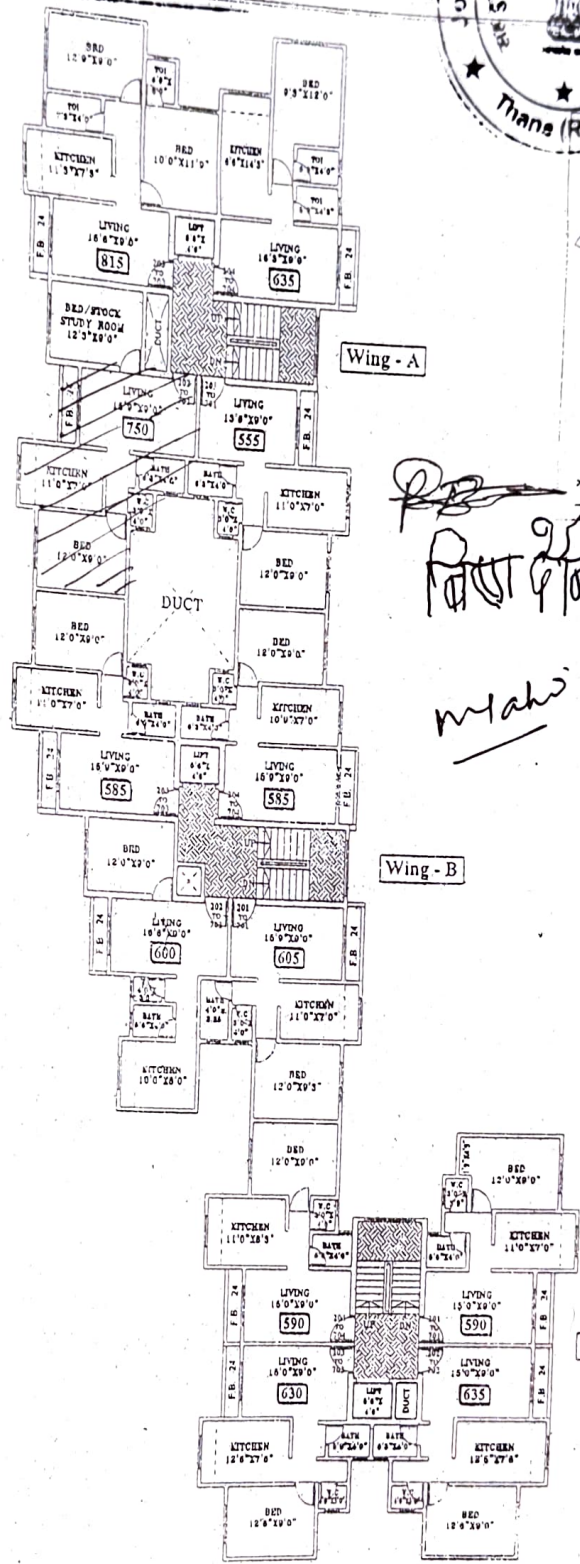
ASSOCIATE PLANNER//ATPO (VV)

Encl. a/a

cc to

M/s En-Con Project & Architectural Consultants  
G-7/8, Wing - D, Sethi Palace  
Ambadi Road, Vasai (W), Tal. Vasai  
DIST : THANE.

वसई - ५  
 दस्त क्र. ३९२० / २०१४  
 ८३ / ८०



\* KEY PLAN \*

*मिहिरा*

*Mahar*

TYPICAL FLOOR PLAN ( 2ND TO 7TH )  
 \* BLDG.NO. 1 \*

PROPOSED RESIDENTIAL BLDG.NO.1  
 WITH SHOP LINE ON LAND BEARING S NO.127 H.NO.6 S.NO.129 H.NO.7/3  
 S NO.130 H.NO.4 (pt),5,6,7,8,9,10,11,12,13,14&28 S.NO.131 H.NO.1  
 AT VII-VIRAR: TAL-VASAI, DIST-THANE

EN-CON  
 ARCHITECTURE & STRUCTURE WORKS  
 Private Consultants  
 G-18 TO WING, SEETHI PALACE ANAND  
 VASAFROAD (W/67) 401 202  
 PHONE: 2230311, 2334004  
 E-mail: encon1@rediffmail.com

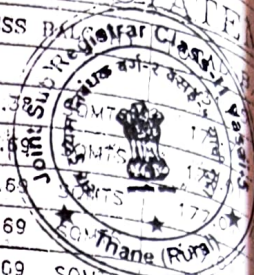


BP.NO.4632  
WING A

**TOTAL BUILT UP AREA STATE**

WHEELERS PARKING	
REQUIRED	PROVIDED
84.54/16.66 = 5.07 NOS	6 NOS
= 14	14 NOS
= 7	7 NOS
= 21	21 NOS
107 NOS	48 NOS

FLOOR	COMM.AREA	RESI. AREA	EXCESS BAL.
GR. FLOOR	84.54 SQMTS	47.41 SQMTS	
1ST FLOOR	--	169.34 SQMTS	2.38 SQMTS
2ND FLOOR	--	172.32 SQMTS	4.69 SQMTS
3RD FLOOR	--	172.32 SQMTS	4.69 SQMTS
4TH FLOOR	--	172.32 SQMTS	4.69 SQMTS
5TH FLOOR	--	172.32 SQMTS	4.69 SQMTS
6TH FLOOR	वर्क - 4	172.32 SQMTS	4.69 SQMTS
7TH FLOOR	वर्क - 4	172.32 SQMTS	4.69 SQMTS
GR., 1ST. & ROOF	PLAN	BUILT UP AREA CALCULATION & DIAGRAM, ELEVATION & SECTION, PARKING STATEMENT	



GR., 1ST. & ROOF PLAN BUILT UP AREA CALCULATION & DIAGRAM, ELEVATION & SECTION, PARKING STATEMENT

**CERTIFICATE OF AREA**

CERTIFICATE THAT THE PLOT UNDER REFERENCE WAS SURVEYED BY ME ON 4.5.2002 AND THE DIMENSIONS OF THE PLOT STATED ON THE PLANS ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE DOCUMENTS OF OWNERSHIP / T.P. SCHEME RECORD LAND RECORDS DEPTT. CITY SURVEY RECORD

**THIS PLAN SHALL NOT BE CONSIDERED AS A PROOF OF OWNERSHIP, FOR ANY DISPUTES IN ANY COURT OF LAW.**

Signature of Licensed Structural Engineer

STAMP OF DATE OF

STAMP OF APPROVAL OF

Approved as amended in.....  
Subject to the Conditions mentioned  
In this Office Letter No. SJCO/MS/CC/1/BP-4632/E/674  
Dated: 23/06/2010

*[Signature]*  
ASSOCIATE PLANNER - (VVS)

**DESCRIPTION OF PROPOSAL & PROPERTY**

PROPOSED RESIDENTIAL BLDG. ON LAND HEARING S.NO.127 H.NO.8 S.NO.131 S.NO.13 AT VII-VIRAR; TAL-VASAI; DIST--THANE

NAME OF APPLICANT. (P A HOLDER)

SIGNATURE OF APPLICANT

SHRI. SHANTARAM N.PATIL & OTHERS THROUGH P.A. HOLDER, SHRI. HEMANT MHATRE

JOB NO. BP.NO. 4632 OFF FLNO -1290	DATE 12-05-2010
SHEET NO. S2 OF S7	SCALE As shown
NORTH LINE	DRAWN BY DAISY
	CHECKED BY

**EN-CON**  
Architectural & Structural Works  
Project Consultants  
G 7/8 D WING, SETHI PALACE, AMBAGAD  
VASAI ROAD (WEST), 401 203  
PHONE. 912-338318, 33340  
E-mail: encon1@rediffmail.com  
SANJAY S. S.  
LICENSED ARCHITECT

A-6/D/DAISY/SUB/RESIDENTIAL/VIVA SHELTER



22/07/2014

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.वसई 5

दस्त क्रमांक : 3627/2014

नोंदणी :

Regn:63m

गावाचे नाव : 1) विरार

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	2475000
(3) बाजारभाव (भाडेपट्ट्याच्या दाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2336000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्णन :; इतर माहिती: गांव मौजे विरार, सदनिका क्र.ए/402, चौथा मजला, ए विंग, बिल्डींग नं. 1, श्रीगणेश टॉवर. (( Survey Number : 127 ; HISSA NUMBER : 6. ; ))
(5) क्षेत्रफळ	1) 69.70 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री गणेश असोशिएट्स तर्फे भागीदार निनाद पाटील -- वय:-49; पत्ता:-प्लॉट नं: गाळा नं.13, माळा नं: -, इमारतीचे नाव: लॅम्बोदर, ब्लॉक नं: श्रीगणेश संकुल, स्वर्गीय शशिकॉंत पाटील मार्ग, विरार पुर्व, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401305 पॅन नं:-ABRFS8394M
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रतापसिंह - भंडारी वय:-44; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: साईनाथ चाळ, शिवाजी नगर नं.2, मरोल चर्च रोड, मरोल पाईपलाईन, अंधेरी पुर्व, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400059 पॅन नं:-AMQP80818D 2): नाव:-विषादेवी प्रतापसिंह भंडारी वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: साईनाथ चाळ, शिवाजी नगर नं.2, मरोल चर्च रोड, मरोल पाईपलाईन, अंधेरी पुर्व, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400059 पॅन नं:-APLPB4293E
(9) दस्तऐवज करून दिल्याचा दिनांक	22/07/2014
(10) दस्त नोंदणी केल्याचा दिनांक	22/07/2014
(11) अनुक्रमांक, खंड व पृष्ठ	3627/2014
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	148500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	24800
(14) शेरार	

सह दुय्यम निबंधक वर्ग-२

वसई क्र. ५



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.