

3.7.7.9 300 RORE

महाराष्ट्र शासन

# नोंदणीचे प्रमाणपत्र

क्रमांक टी.एन.ए./(टी.एन.ए.)/जी तन राज / (ओ)/१५१४/२०३१-२०११सन २०५२

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येते की.

भेरेसा अपारिम हो। अने पर हो सिंग स्रोसाभिश आसोशियन खि. खेर्दी में 80,30, की-2, भारिद्र (पर) ला. जि. हांगे

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधितियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम ९ (१) अन्तरे तोंदणी क्रमांक टी.एन.ए./टी.एन.ए./अितन वास/(ओ)/१५५४/ २०७१- २०७२ सन २०१२ ... दिनांक १० / ०७ /२०१२ ने नोंद्रप्यांत आलेली आहे.

उपनिर्दीष्ट अधिनियमाच्या-कलम हर्ग कार्य सहकार संस्थांचे नियम १२६१ नधील नियम क्षेत्रमधि रेट्ट थेहे) अन्यर यर्गीकरण ' असे आहे.

स्थळ : ठाणे (प)

हिनांक: 92 /09 /२092

(डॉ. महेश ना. साळुंकेपाटील)

उपनिबंधक.

सहकारी संस्था, ठाणे तालुका, ठाणे.

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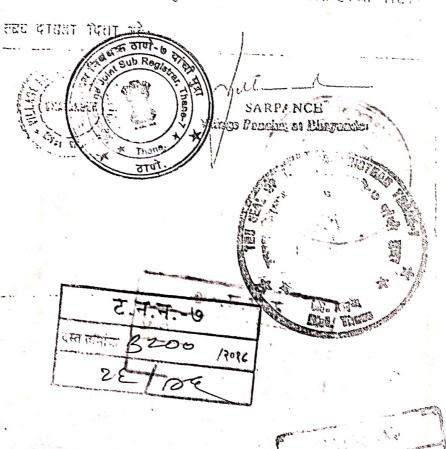
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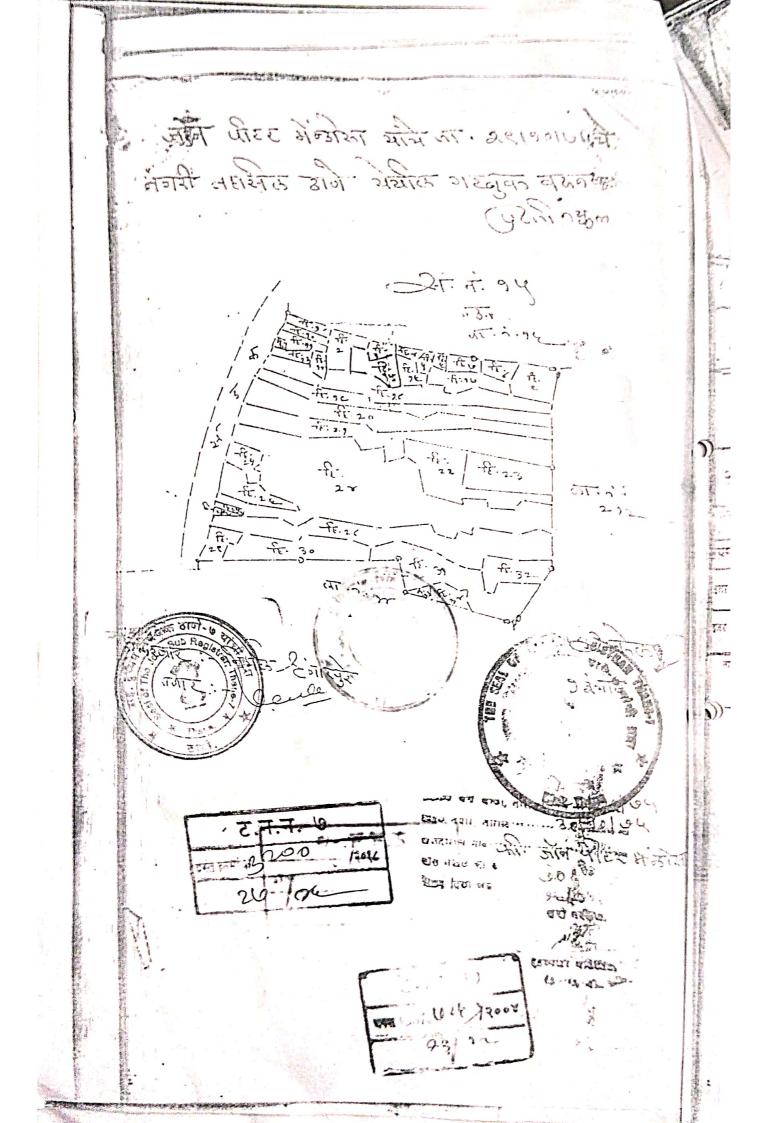
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दासना देण्यांत येत आहे की, भाईदर ग्राम पंचायत हददीय वॉर्ड नं- २ दिया नं- १५ मध्ये के-दन दिल्हर्स यांनी " तेरेझा अपार्टमेंट " ही दमारत आर्कटिक्ट मे-आर्यीक्स आर्क्टिक्ट होथांनजर हथांनी दिलेत्या भाषपती दासल्यानुसार क्र हांसुन पूर्व देती आहे- समरह ए एस नापर दरण्यांस हरव्य नाही.





# मालमत्तेच्या रजिस्टर कार्डातील उतारा

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शेषास्य पोरत मीवर

## वहिवाटीचे हक्क

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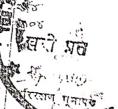
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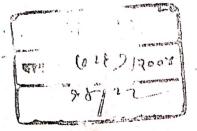
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[ मुंबई प्राम पंचायत विभान १९५८ कळम ५२ पोट कळम (१) प्रमाणे, इमारतीचे बांधकाम करणेछ, दुरस्त फरणेछ, फेरफार करणेछ किंवा बादविणेछ, छावयाचा परवाना ]

### ्यामः पंचायतः भाईदरः । - . . . . प्रायानः ।

ता. ठाणे जि. ठाणे.

जाःनं ९०/८७

तारीच १३/४१ ८३

भी. ए वन विहड़ के स्वर्धन का कार्य कार्य वार्ध

कळविण्यांत् येते की :

आपला घर बांघणे बदलचा, दुरस्तीचा फेरफार करण्याचा किंवा वाढविण्याचा ता. चा यजे ता. रीजी मिळाला त्याप्रमाणे आपणांस कळविण्यांत रेते की पंचायत ठराव चा ठरावाप्रमाणे इमारत बांघण्यास, दुरस्त ता. च्या ठरावाप्रमाणे इमारत बांघण्यास, दुरस्त करण्यास, फेरफार करण्यास किंवा बाढविण्यास (रेग्हीन्यू खात्याचे परवानगीस पात्र राहून) व्याप्त प्रमा पंचायत कायदा कलम ५२ व ५३ मधील तरद्विस बांधील राहूम इकडील खालील खाँचीर मंजूरी देण्वात रेत आहे.

खालीक कारणास्तव मंजूरी देता देत नाही.

येणार नाही.

वांचकाम परवानगी सर्वे. नं. डिल्ट हें हैं है जागा ही आपल्या मालकीची क्याह असे गहिए पहिन खालील शतीनुसार में. करेक्टर सी. ठींण यांचे कडील ऑडर नं.

र] स्राहे जागा ही आपल्या मालकीची क्याह असे गहिए पहिन खालील शतीनुसार में. करेक्टर सी. ठींण प्राप्त कडील ऑडर नं.

र] हॅनमध्ये दशंविण्या प्रमाणेच बांचकाम करावे लागेल त्यात पं. च परवानगी शिवाय बदल करता

टाऊन हिनिंग ने मंजूर केल्याप्रमाणेच गार्डन व रस्ते मोकळे शेडावे लागतील.

k] वांघकामाचा कोणताही माग बरकारी अर्थवा दुसऱ्याचे जागेत गेल्याय तो आपणास स्वखर्चाने मोकळ करुन देणे मांग पडेले. (मांगे पहाले

ट.न.न. ७ <sup>दन्त क्रमांक</sup> 3200 त्रव्य 20 18 प्रसावे, रुपार्थी कि किसा सामेश हास कामेश

५] आपत्या इमारतीच्या साडगापुराची व्यवस्था आपणास इवतः स कर्मनी छागेछ.

्राणा पुरवठा देण्याची जवानदारी माम पंचायतीची राहणार नाही.

७] बांधकाम करताना रोजाऱ्याच अथवा चार्वजनिक वाहतुकीस अडथळा येणार नाही ह्याची दश्वता ध्यावी लागेल.

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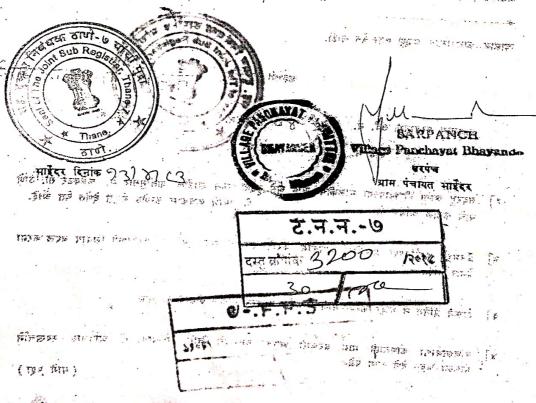
टी बांधकामास लागणीर पाणी पं क्या मालकीच्या कार्वजनिक विद्वीरी तलावात्न पं न्वे परवानगी शिवाय

९] विधिकाम सुरु करणेपूर्वी पंचायतीस कळविणे मांग पडेल.

कर्ष । विशेषकाम सार्वस्य पं. चे अगाऊ परवानगी शिवाय सार्वजनिक रस्त्यावर ठेवता देणार नाही.

१९०८ क्ष्मिक्षित्रं १८५६२ विकास प्राप्त होताच पं. तीस देखी कळविणे भाग पढेल त्या शिवाय इमारतीचा वापर करता १९८ अन्त्र हेणार नाही. १०० विकास प्राप्त विकास विकास १९८० विकास विकास समारतीचा वापर करता

रती वराल शर्तीनुसार दिखेली परवानगी आपणांस मान्य मसल्यास में गुख्य कार्यकारी अधिकारी जि. पं. ठाणे यांचेकडे दोन महिन्यांचे आंत अपील करावे.



OFFICE OF THE COLLECTOR, THATE Thane

Dâte : 18 8 1983.

Read: i) Application from Shri Thomas Lopish De Souza of . Bhairder Taluka Thene District, Thane.

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#### ORDER

The Land Comprised in Survey number 396/2 Part and 40 of Bhaind jaika Thane district Thane belongs to Shri Thomas Lopish De Scuza ાનું Bhalinder Talluka Thane District, Thane belongs to Shri They have applied that hon agricultural permission may be granted to them to use an area admensioning 3621.50 sq. meters out of the said land for the non agricultural purpose of residential use only.

In exercise of the powers vested in him under Section 44 of the Makarashtra Land Revenue Code 1966, and under Section 18 of the Maharashtra Regional Town Planning Act 1966, the Additional Collector of Thane is pleased to grant Shri Thomas: Lepish De Souza of Bhainder Taluka Thane non appicultural permission to use an area admeasuring 3621.50 squmaders out of the S.No. 39/A 2 part and 2 of Bhainder Taluka Thane for the non agricultural purpose of nesidential use only subject to following conditions:- ..

The grant of permission shall be subject to the provision sof the code and Rules made there under

That the grantee shall use 1 not substitute building and/or structure; there on, of the purpose for which and/or structure; there on, of the purpose it or the land is permitted to be read for any other purpose any part of the land or building for any other purpose only part obtaining the provide written primits ion to that without obtaining the provide by this purpose/the use of office from the Collector. The building shall decide the sept, the land; the building shall decide the sept, the land;

That the grantee shall not sub divide the plot or sub-plots if any approved in this order; without cetting the sub-division previously approved from the authority granting this permission.

That the grantee shall develop the lend strictly in accordance with the sanctioned leyout plan within a period accordance with the sanctioned leyout plan within a period of one year from the date of this order (a) constructing roads, of one year from the date of the Collector and the drains etc. to the satisfaction of the Collector and the drains etc. to the satisfaction of the Collector and the drains etc. to the satisfaction of the Collector and the drains etc. Survey Department and until concerned Municipal hos by the Survey Department and until can land is so developed no plot therein shall to disposed of by him in any manner.

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That if the plot is sold or otherwise disposed off by the grantee it shall be the duty of the grantee to sall or otherwise dispose of that plot subject to the conditions mentioned in this order and sanad and to make a specific mentioned about this in the deeds to be executed by him.

6. That this permission is to but (ap that of 1/3rd as specified in the site and/or b ap that of specified in the site and/or b ap annotation be kept vacant and open to sky.

That the grantee shall be bound cain the resister starting construction of the proport of ilding construction of the proport of ilding construction if any

B. That the grantee shall get the builing plens approved by the competent Authority where he building control vests in that authority and in other cases he shall prepare the building plens strictly according to the provisions contained in the Schedule III to appended to the Maharashtra Land Revenue (Conversion of Use of by the Collector of Thane and construct the building since according to the sanctioned plans.

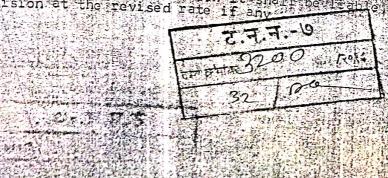
9. That the grantee shall maintain the open marginal distances as shown in the enclosed plant

That the grantee shall commence the Non-Agricultural use of the land within the period of one year from the date of this order unless the Period is extended be deemed to have been cancelled.

I.I. That the granteer shall communicated the delegate of commencement of that Non Agricultural use of the land end/or commencement the use to the Tabsildar of Thane through the Talathi within one month failing which he shall be liable to be (Conversion of Use of Land and Ion Agricultural and Revenue 1969).

That speadrantee shall pay the NAA: II respect to at the rate of me woo. 19.7 per sc mir; from the car commencement of the and for purpose of while the production of any change in the use the NAA; shall be liable to be levied at the different N.A. already levied is yet to expire.

13. That the N.A. Assessment shall coveranteed fro the period of revision at the revised rate if any



- that the grantee shall pay the measurement fee within one month from the date of commencement of Non Agricultural use of the land!
- that the area and the Non Agricultural Assessment mentioned in this order and the Sanand shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.
- that the grantee shall construct substantial building and/or other structure, if any, in the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by the Collector, Thane in this discretion of payment by the grantee such fine premium as may e imposed as per Government orders.
- that the grantee shall not make any additions alterations to the building already constructed as per sanctioned plans without the previous permission of and without getting the plans thereof approved by the Collector. 17)
- that the grantee shall be bound to execute a Sanad in form as provided in the Schedule IV. or V. appended to the Maharashtra Land Revenue (Conversion of Use of Land and N.A.A.) Rupes 1969, embodying therein all the conditions of this order, within a period of one month from the date of commencement of the Non Agricultural use of the land:
- that the grantee shall make at his own cost the arrangement for water supply and drainage disposal without creating any insanitary conditions in the surrounding area. 19)
- 20(a) If the grantee contravences any of the conditions mentioned in this order and those in the Sanad, the Collector, Thans may without prejudice to any of the permalty to which he may
  - may without prejudice to any of the pernalty to which he may be liable under the provisions of the Code continue the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

    (b) notwithstanding any thing contained in the clause (a) above, it shall be lawful for the Collector of Thane to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as is especified in that behalf by the Collector, Thane and such removal or alteration not being carried out and recover the cost of carrying out the same from the grantee as an arrears of Land Revence.
- The grant of this permission is subject to the provisions of the any other paws for the time being in force and that may be applicable to the relevant other facts of the case e.g. the Bombay Tenancy and 'gricultural Lands Act, 1948, the Maharashtra Village Panchayat Act, the Municipal Act. etc.

22) That the grantee shall pay the conversion tax amounting of

Rs. 950/- (Rs.Nime hundred fifty only) which is equal to three times of the Non-Agricultural Assessment within 30 days from the date of issue of this order, failing which the N.A. permis shall be liable to be cancelled. Amount of this Tax should be to the Tahsildar concerned.

Sd/( M. G. NAYAK )
ADDITIONAL COLLECTOR, THANE

To

Shri Thomas Lotish De Souza, of Village Bhayandhar, Taluka\_District. Thane.

Copy forwarded to :-

The Tahsildar of Thane, with copy of approved plan for information and mecessary action.

is requested to watch the report from the grantee about on mencement of the Non Agricultural use of the land in time. On To eight of that report he should take steps to keep necessary note in the T.F. IV. and V.F. TV. N.A. Note Book to effect the the N.A. Assessment from the date of commencement of the N.A. use from the grantee and to get the Sanand executed. If the occupant pay the measurement fees, he should inform to the District Inspector of Land Records, Thane accordingly along with ofithe land in question:

The Tahsilder should see that the grantee pays the conversion tax within 30 days. If the grantee pays the aforesaid amount of conversion tax, the Tahsilder should report this office immediately for further action.

Advance copy forwarded to the District Inspector of Land

العوامة المحالة

ADDITIONAL COLLECTOR, THATE

200 Mills 38 / 100

NO. REV/DESK/I/NAP/VII/NS/ 765 A

Date : 18. 8. 1983.

Read: i) Application from Shri Thomas Lopish De Souza of Bhainder Taluka Thane District, Thane.

#### ORDER

..

The land comprised in Survey number 39A/2 Part and 40 of Bhainder
Taluka Thane district Thane belongs to Shri Thomas Lopish De Souza
of Bhainder Taluka Thane District, Thane belongs to Shri
They have applied that non agricultural permission may be granted
to them to use an area admeasuring 3621.50 sq. meters out of the said
land for the non agricultural purpose of residential use only.

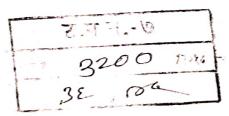
In exercise of the powers vested in him under Section 44 of the Maharashtra Land Revenue Code 1966, and under Section 18 of the Maharashtra Regional Town Planning Act 1966, the Additional Collector of Thane is pleased to grant Shri Thomas Lapish De 'Souza of Bhainder Taluka Thane non agricultural permission to use an area admeasuring 3621.50 sq.meters out of the S.No. 39/A 2 part and 40 of Bhainder Taluka Thane for the non agricultural purpose of residential use only subject to following conditions:-

- The grant of permission shall be subject to the provision so of the code and Rules made there under;
- That the grantee shall use land together with the building and/or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building for any other purpose without obtaining the provious written permission to that effict from the Collector. For this purpose the use of the building shall decide the use of the land;
- 3. That the grantee shall not subidivide the plots or sub-plots if any approved in this order; without getting the sub-division previously approved from the authority granting this permission.
- 4. That the grantee shall develop the land strictly in accordance with the sanctioned layout plan within a period of one year from the date of this order (a) constructing roads, drains etc. to the satisfaction of the Collector and the concerned Municipal authority and (b) by measuring and demarcating the plans by the Survey Department and until the land is so developed no plot therein shall to disposed off by him in any manner.

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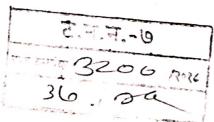
....2..

- That if the plot is sold or otherwise disposed off by the grantee it shall be the duty of the grantee to sell or an otherwise dispose of that plot subject to the conditions mentioned in this order and sanad and to make a specific mentioned about this in the deeds to be executed by him.
- 5. That this permission is to build on a plinth area of 1/3rd as specified in the site plans and/or building specified in the site and/or building plan annexed herewith and the remaining area of 2/3rd of plot shall be kept vacant and open to sky.
- 7. That the grantee shall be bound to obtain the requisite building permission from the village Panchayat before starting construction of the proposed building or other construction if any.
- B. That the grantee shall get the building plans approved by the competent Authority where the building control vests in that authority and in other cases he shall prepare the building plans strictly according to the provisions contained in the Schedule III to appended to the Maharashtra Land Revenue (Conversion of Use of Land and N.A. Assessment) Rules 1969, get them approved by the Collector of Thane and construct the building according to the sanctioned plans.
- That the grantee shall maintain the open marginal distances as shown in the enclosed plan.
- 10. That the grantee shall commence the Non Agricultural use of the land within the period of one year from the date of this order, unless the period is extended from time to time, failing which the permission shall be deemed to have been cancelled.
- Il. That the grantee shall communicate the date of commencement of that Non Agricultural use of the land and/or change inthe use to the Tahsildar of Thane through the Talathi within one month failing which he shall be liable to be dealth with under rule 6 of the Maharashtra Land Revenue (Conversion of Use of Land and Non Agricultural Assessment) Hules 1969.
  - That the grantee shall pay the N.A.A. in respect of the land at the rate of %. 00.19.7 per sq.mtr. from the date of commencement of the and for purpose of which the permission is granted in the event of any change in the use of the land the N.A.A. shall be liable to be levied at the different rate irrespective of the fact that the guarantee period of N.A. already levied is yet to expire.
  - 13. That the N.A. Assessment shall equaranteed fro the period ending 31-7-1991, after which it shall be liable to revision at the revised rate if any.



...3..

- that the grantee shall pay the measurement fee within one month from the date of commencement of Non Agricultural use of the land.
- in this order and the Non Agricultural Assessment mentioned in accordance with the actual area found on measuring the land by the Survey Department.
- that the grantee shall construct substantial building and/or other structure, if any, in the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by the Colbetor, Thane in this discretion of payment by the grantee such fine premium as may e imposed as per Government orders.
- that the grantee shall not make any additions alterations to the building already constructed as per sanctioned plans without the previous permission of and without getting the plans thereof approved by the Collector.
- that the grantee shall be bound to execute a Sanad in form as provided in the Schedule IV. or V. appended to the Maharashtra Land Revenue (Conversion of Use of Land and N.A.A.) Rubes 1969, embodying therein all the conditions of this order, within a period of one month from the date of commencement of the Non Agricultural use of the land.
- 19) that the grantee shall make at his own cost the arrangement for water supply and drainage disposal without creating any insanitary conditions in the surrounding area:
- 20(a) If the grantee contravences any of the conditions mentioned in this order and those in the Sanad, the Collector, Thank without prejudice to any of the penalty to which he may be liable under the provisions of the Code continue the of such fine and assessment as he may direct.
  - (b) notwithstanding any thing contained in the clause (a) above it shall be lawful for the Collector of There to direct the used contrary to the provisions of this grant within such time as is pspecified in that behalf by the Collector. There are over the cost of carrying out the same from the grantee
- of the any other baws for the time being in force and that may be applicable to the relevant other facts of the case the Maharashtra Village Panchayat Act, the Municipal Act.



That the grantee shall pay the conversion tax amounting 22)

Rs. 950/- (Rs.Nime hundred fifty only) which is equal to three times of the Non-Agricultural Assessment within 30 days from the date of issue of this order, failing which the N.A. permission shall be liable to be cancelled. Amount of this Tax should be paid to the Tahsildar concerned. to the Tahsildar concerned.

> Sd/-M. G. NAYAK ADDITIONAL COLLECTOR, THANK

To

Shri Thomas Lotish De Souza, of Village Bhayandhar, Taluka\_District. Thane.

Copy forwarded to :-

The Tahsildar of Thane with copy of approved plan for information and necessary action.

2/- He is requested to watch the report from the grantee about the commencement of the Non Agricultural use of the land in time: On receipt of that report he should take steps to keep necessary note in the T.F. IV. and V.F. IV. N.A. Note Book to effect the recovery if the N.A. Assessment from the date of commencement of the N.A. use from the grantee and to get the Sanand executed. If the occupant pay the measurement fees, he should inform to the District Inspector of Land Records, Thane accordingly along with the sanctioned plans and extracts from Record of Rights in respect of the land in question. of the land in question.

The Tahsilder should see that the grantee pays the conversion tax within 30 days. If the grantee fails to pay the aforesaid amount of conversion tax, the Tahsilder should report this office immediately for further action.

Advance copy forwarded to the District Inspector of Land Records, Thane for information.

ADDITIONAL COLLECTOR, THANE

Authorised Share Capital Rs. 16, 1500/2 Divided Into 210—Shares each of Rs. 50/- on MITED in THE Member's Registration No. 3. id that upon each of such Shares the sum of Rupees Fifty has been paid: THIS IS TO CERTIFY that Shri/Saft WEN under the Common Seal of the said Society at is the Registered Holder of ( Five Co operative H.E Society v Getal Theres, Apply D. B.d. of Rs. 250/e TNA(TM) | HSG| 7c | 3631 | 83-30 Clar No. 402 HOUSING SOCIETY LIMITED CO-OP HISG SOCIETY ITI COKUL THERESA API, D' SLOG. (Two hundred flyly only CO-OPERATIVE HOUSING SOCIET subject to the Bye-laws of the said Societ Member o Shares from No. CO-OPERATIVE \*\* Date 34 · 4 · 50

	Sr. No. in the share Register at which the name of the Transferee is recorded	Reg. Ro. THA (THA)  Reg. R		Committee Member		Committee Member		Committee Member	•	Committee Member
of the within-mentioned Shares	the Share which the shares held steror are ered	52. MB . 32		,			i i			3
of the transfers	To Whom Transfered	3 26 Chamoule.	Hon. Secretary	Hon. Secretery		Hon. Secretary		Hon. Secretary	•	Hon. Secretary
Memorandum	Date of Ger Managing Cot at which tra appr	Steeled 2 Noboles 2 Nobeled 2 Nobele	Chairman			Chairman		Chairman		Chairman
•	r. No. of			2	က	e di	4		<b>G</b>	

BLOCK/SHOP No. 402 ON Lith FLOC

ANIL B. TRIVEDI
B Comulti. B.
Advocate High Court
B / 208, vraj 'anek's,
Jai Ambe Road,
Bhayandar r West),
Dist. THANE - 401 10%

Agreement for Sale

THERESA APARTMENT

3D,

SURVEY No 40 8 39 A/2 PART BHAYANDAR (West)



ARCHITECTS ...

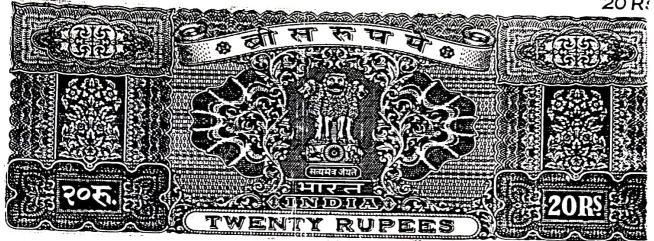
M. HARSORA & CO.

1. Gokul-Dhim, Ground Floor,
Balaram Patil Cross Road No. 2.
BHAYANDAR (East)-401 105.

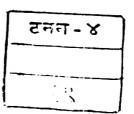
BUILDERS

M/S. A-I BUILDERS
BUILDERS & DEVELOPERS
LEPORA STREET,
EHAYANDAR (West)-401 101:

20 R:



विकित्र विक्रम स्टिस अवस्थित महिंदर (५०) टार्फ. - Sundaz Mad



#### DECLARATION

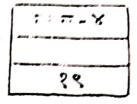
I SHRI SANJAY MARUTI MALAV, adult, residing at 402 'D' Gokul Theresa Co-operative Housing, Society Ltd., Lepora Street, Bhayandar, (w.) Tal. Dist. Thana do hereby state and declare as under :-

I say that the M/S A1 Euilders has agreed to sale the flat No. 402 on the 4th floor baving its area 505 sqft in the building 'D' Gokul Theresa Co-coerative Housing Society Ltd., Lepora Street, Bhayandar (w.) Tal. Dist. Thana (for the sake of brevity referred to the said flat) and the said

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M/S A1 Builders are not evailable for registration of Agreement dated 27/11/93 consequently I have not registered the Agreement dated 27/11/93 in respect of the said flat more perticularly described in the scheduled given here under purchased by me for the total amount of consideration of &. 2,27,250/- (%. Two Lakhs Twenty Seven Thousand Two Hundred Fifty Cmly).

- 3. I say that the said Agreement was not registered for registration as its registration is option under section 18 of the Indian Registration Act 1908.
- 4. I say that now I intend to register the said Agreement and I am aware the fact that the said Agreement connect be lodged for registration as it is time barred under section 25 of the Indian Registration Act 1908.
- 5. I further say that M/S A1 Builders are neither available nor co-operative for lodging the said Agreement with a confirmation deed.
- 6. I feel it absolutely necessary to bring the fact that the said M/S A1 Builders had entered into an Agreement for sale dated 27/11/93 for the said flat at Bhayandar (w.) Tal. Dist. Thana



on the record of the Government and therefore I execute this deed of Declaration.

7. I say that whatever stated herein above is true and correct to the best of my knowledge and belief and I have signed on this 2 day of Ayut 1996 at Thana.

#### THE SCHEDULE ABOVE REFEERED TO

All that the flat No. 402 on the 4th floor, admeasuring at about 505 sqft (SuperBuildup) area in the building known as 'D' Gokul Theresa Co-operative Housing Society Ltd., constructed upon How S.No. 13 and 11 New part within the Limit of Mira Bhayandar Muncipal council in the Registration Dist. and Sub-Dist. Thana.

THANA

DATE\_:

DECLARANT.

maday.

dentified by me;

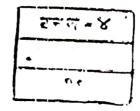
TRIVEDE

dvc - /e lagn Court B 2-3, raj Manek 3, Jul / mbe Road, Bhayandar - West,

Dist. THANE - 401 101.

Impounded under section 33 of Bombay Stuff Tet. 1958

Collector of States THATE







#### AGREEMENT FOR SALE

THIS AGREEMENT made at Bombay this 27th day of November 1993 BETWEEN (1) M/s. A-1, BUILDERS a Firm, hereinafter referred to as the Builders (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the said Firm from time to time or their successors in title and assigns) the First Party AND (2) Sanjay Maleti Madle hereinafter referred to as the Purchaser (which expression shall unless repugnant to the context or meaning thereof mean and include his/their executors, administrators and permitted assigns)

the Second Party, WITNESSTH:

WHERE A St the Builders have entered into an agreement for Sale in respect of the property situated at Bhayandar (West) and more particularly described in the Schedule hereinafter:

AND WHEREAS the Builders have been authorised and allowed to construct and develop the said property in terms of the Agreement with the Vendor:

AND WHEREAS Builders propose to construct a Building thereon and to sell the Flats therein on Ownership basis under the Maharashtra Owernship of Flats Act;

AND WHEREAS the plans for the purpose of development have been approved by the local authorities;

AND WHEREAS the Furchaser has taken the inspection of the Agreement for Sale and seen the plans and the Purchaser has satisfied himself about the right and the title of the builders and the terms and conditions of sale and WHEREAS after considering all the

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documents and plans the Purchaser has agreed to acquire the flat as mentioned hereinafter upon the terms and conditions mentioned hereinafter under the provisions of the Maharashtra Ownership of Flats Act.

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NOW THEREFORE THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- 1. The Builders agree to complete the construction of the building to be known as "THEREAS APARTMENT" " " situated in Phayandar and more clearly described in the Schedule hereunder consisting of commercial and residential flats and garages in accordance with the plans designs and specifications, inspection whereof is taken by the Purchaser and approved by him/her with such variation and modifications as the Builders may do as per the directions of the Gram Panchayat or any other lawful Anuthority from time to time or for any other ground which the Builders may deem necessary and proper and the Purchaser hereby gives his/her irrevocable consent to the same provided the area of his flat is not materially affected thereby.
- 2. The Purchaser hereby agree to take and acquire the flat bearing No. 102 on the floor 11th app. 505 sq.ft. area of the said building to be constructed on the said land as aforesaid and to be named "THERESA APARTMENT" " 1) " for aggregate sum of Rs 287 250 (Rupees 1210 fue twenty seven thousand, ) hereafter referred to as the said Flat for the sake of brevity.
- 3. The Purchaser agrees to pay and discharge the consideration for the acquisition of the said flat to be acquired by him/her as under:-
- (a) 5% of the said purchase price on execution of this Agreement.
- (b) 25% of the said purchaser price on completion of plinth.
- (c) 20% of the said purchase price on completion of 1st slab.
- (d) 20% of the said purchase price on completion of 2nd slab.
- (e) 20% of the said purchase price on completion of 3rd slab.
- (f) 10% of the purchase price on procession being given.

The aforesaid payments shall be made within 10 days of notice in writing by the Builders to the Purchaser.

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4. The notice referred to in the preceding clause will be sent by the Builders to the Purchaser through post under Certificate of Posting at the address given hereinbelow and the same shall be sufficient discharge to the Builders.

For this purpose address of the Purchaser shall be as set out below:-

Shri Conjay Maketi Mudar Stole Lepona Street Blayander a

on default of payment of any instalment by the Purchaser after notice as aforesaid, this Agreement shall at the option of the Builders come to an end and the amount till then paid by the Purchaser shall stand forfeited and the Purchaser shall have no claim of any nature against the Builders and all or any rights of the Purchaser in the said Flat shall extinguish. It is expressly agreed by and between the Builders and the Purchaser that in respect of the above payments time is made essence of the contract. The Builders will be entitled to deal with and dispose of the said flat after term nating the Agreement and the Purchaser will not raise any dispute or objection to the same.

Purchaser on the completion of the said building after the Builders get a completion certificate from Gram Panchayat provided the Purchaser shall have paid to the Builders amounts mentioned in clause 3 and 10 and shall have executed all necessary papers and documents required to be executed by him for forming a Co-Operative Housing Society referred to hereinafter and has duly performed all the terms, conditions and obligations under these presents.

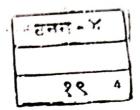
to the use and occupation of the said flat. Before taking possession of the premises the Purchaser shall satisfy himself about the work and notify the defects of any in writing. After taking possession he shall not be entitled to complain about any incomplete work or make any claim and take any objection etc. nor. hold liable the Builders or the said flat for quality or construction or materials, alteratons

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or any item of work. The Builders expect to deliver possession of the said flat to the Purchaser as stated in the preceding clauses on or before subject, however to the dement and from and other necessary building materials being available in proper time and Gram Phanchayat or Collector's formalities carried out to complete the said building. In case of delay in obtaining such materials or impediments in complying with Gram Panchayat or Collector's requirements or any ground beyond the control of the Builder the date for such possession shall be deemed to have extended accordingly. Purchaser will not be entitled to any damages whatsoever on account of delay in getting possession.

- 8. Nothing contained in these presents shall be constructed as a grant inlaw, transfer, assignment, demise or conveyance of the said land or the said building constructed thereon or any part thereof until a Conveyance of the Builders right, title and interest in the said land together with buildings thereon is executed and registered in favour of a Co-operative Housing Society to be formed as hereinafter provided.
- 9. The Purchaser agree and binds himself/herself to pay from the date of the possession his/her proportionate share as determined by the Builders of all the outgoings in respect of the said property including Gram Panchayat and Collector's taxes commen lights sanitation, repairs, salaries of clerk, bill collectors, chowkidars, sweepers expenses on working of the pumps and all other expenses necessary and incidental to the maintenance and upkeep of the property. Till such time the same are determined the purchaser to pay Rs. per month towards the said account to the Builder regularly every month on or before 5th of every month.
- 10. The Purchaser hereby agrees to deposit with the party of the First Part a sum of Rs.260/- for Membership fee and subscription of shares and further undertake to be a member of the co-operative Housing Society or Limited Company to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration other papers and documents necessary for the formation and registration of the Society or Limited Company including the Bye-laws of the proposed Society duly fill in, sign, and return within ten days of the same being forwarded by the Builders to the Purchaser. No objection shall be taken by the Purchaser if

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changes or modification are made in the draft Bye-laws as may be required by the Registrar of Co-operative Society or other competent Authority.

- 11. The Purchaser shall use the said flat for the purpose for which the said flat is agreed to be acquired by him/her viz. for residential purposes and shall maintain the same at his/her own costs and shall observe Gram Panchayats, Collector's Society, Government rules and bye-laws. The Purchaser shall not act in any manner so as to cause nuisance or annoyance to the occupiers of other flats in the same building.
- 12. The Builders shall be at liberty to sell assign or otherwise deal with their interest in the aforesaid plot and building subject to the right of the Purchaser under his agreement.
- 13. It is agreed that the Purchaser shall not sell, transfer or part with his/her flat and shall not let, sub-let license transfer or assign his/her interest therein or part with the possession thereof, or the benefits of this Agreement or any part thereof till all dues to the Builders as provided herein are fully paid AND until he has obtained prior consent of the Builders in writing to do (such consent shall not be unreasonably withheld by the Builders).
- 14. The Purchaser shall sign and execute all papers and documents and do all other things as the Builders may require him to do from time to time in this behalf necessary for safeguarding the said plot, building and/or the interest of other flat holders.
- from a Cooperative Housing Society (Apartment or otherwise) with the usual rules, regulations and bye-laws with such additions and modifications as may be required to suit this particular case. The Purchaser agrees and consents to join with the other flat holders in the said building in forming the society as provided hereinabove and shall become a member of the said society with such rights as are allowed to persons holding flats and garages to receive and accept the shares of the said Society and that at no time hereafter he shall have right to repudiate

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The stamp duty and the registration charges incidental to this Agreement shall be paid by the Purchaser. The Purchaser will be at liberty to lodge this Agreement for registration and the Builders agree to attend the office of the Sub-Registrar and admit the execution thereof when required by the Purchaser.

31. On execution of this Agreement the Purchaser shall pay at the rate of 2% on the purchase price as brokerage.

#### SCHEDULE OF THE PROPERTY

iles love av. 13 841 Port 2

All the piece or parcel if land bearing Survey No. 40 & 39A/2 PART admeasuring about 3610 Sq. Yds. situated at the Lepora Street, Bhayandar Taluka and Registration & Sub-Registration Distric Thana and bounded as under.

On or towards the East

Property of Shri Sakseria

On or towards the West

Property of Shri John P. Mendonca

On or towards the South

Property of Shri Jain

On or towards the North

: Property of Shri Jonny Mendonca

IN WITNESS WHEREOF the parties have signed the Agreement or the date mentioned hereinabove. SIGNED SEALED AND DELIVERED For A-1 BUILDERS, by the withinnamed Purchaser MESSRS. A-1 BUILDERS by the Sondani-a hand of one of its parter in the present of PARTNER SIGNED SEALED AND DELIVERED maday by the withinnamed Sanjay Mulati Madar in presence of RECEIVED by the Builders from the Purchaser the sum of Rs. (Rupees by way of earnest money under the Agreement. Subject to realisation Amount received by Cheque Branch Date On Bank Cheque No. Rs. 28. 5000/- By Cash 10/4/93 Eiceil NU. 12/AU/93 Easild 210. 13/AD/43 Dr. 20,000/- By Cush 10/5/93 As 25,000/- By Cust 2/6/93 Receil No. 14/10/93

D1. 25,0001. By Cash 15/6/43 Receipt No. 15/AN/43 reald in. 17/A9/95 Pr 25,0001. On Cust. 13/7/93 Dr. 20.001- By Cost\_ 14/1/43 Resoft. 31/10/93

> WE SAY RECEIVED, For A-1 BUILDERS,

> > PARTNER

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

या कार्यालयात्र देएयात. येईल.

प्रयाग निबंधक.

नावे नोंदणीकृत हाकेने पाउदाव हवाली करावा.

#### GOKUL THERESA APARTMENT 'D' CO-OPERATIVE HOUSING SOCIETY LIMITED.

REGN NO. TNA/(TNA)/HSG/(TC)/3631/1989-1990 LEPORA STREET. BHAYANDER (WEST)., TALUKA & DISTRICT THANE

#### MAINTENANCE BILL

#### BILL FOR THE PERIOD OF 1-Aug-2024 To 31-Aug-2024

SHE	ETAL S. MADHAV		BILL NO. : 194/24-25					
FLAT NO.: 402			DHE DATE	DUE DATE: 20-Sep-2024 BILL DATE: 31-8-202				
Sr.	PARTICULARS	Pro-Personal Control of Control o	00000			AMOUNT		
		-		and the commence is the second of the commence		400.00		
1	MAINTANENCE CHARGES					250.00		
2	MBMC WATER CHARGES					20.00		
3	SINKING FUND					200.00		
4	SUB LATEE					85.00		
5	INSURANCE PREMIUM				i			
6	OTHER CHARGES					25.00		
7	BLDG. REPAIRS FUND					500.00		
		-		TOTAL		1,480.00		
	PRINCIPAL ARREARS:	4,440.00		ADD: INTERE	ST	78.00		
	INTEREST ARREARS:	78.00		ARREARS		4,518.00		
				ADVANCE		2		
				GRAND TOTA	AL	₹ 6,076.00		

Amount in Words: Rs. Six Thousand Seventy Six Only

NOTE: E.& O.E.

1. Payment should be made in favour of GOKUL THERESA APARTMENT 'D' CO-OPERATIVE HOUSING SOCIETY LIMITED . & A/c PAYEE ONLY.

2. Payment must be made on or before due date of every month. No post dated cheques are accepted.

3. Interest @21.00% p.a. will be charged on delayed payments.

4. Members are requested to write their name, wing, flat, bill no., date on the reverse of the chq.

5. Receipt will be issued with the next month bill.

6. PREPARED BY SIDDHI VINAYAK SOCIETY CONSULTANTS

FOR GOKUL THERESA APARTMENT 'D' CO-OPERATIVE HOUSING SOCIETY LIMITED.

**AUTHORIZED SIGNATORY**