

AND

MR. ASHOK RAYSHI SHAH age 34 Occupation Business.

Indian inhabitants, having address at 9. Jai Sheetal Apartment  
Joshiwade Chahal Thane (W)

hereinafter called the "PURCHASER/S" ( Which expression shall unless otherwise be repugnant to the context or meaning thereof be deemed to mean and include his / her / their heirs, executors, administrators and permitted assigns etc. ) of the OTHER PART.

WHEREAS :-

i) 1) Shri Milind Madhusudan Damle 2) Shri Manoj Madhusudan Damle, 3) Smt. Anagha Anand Sathe ( all collectively hereinafter referred to as " The Vendors " ) were the owners of and or otherwise well and sufficiently entitled to  $\frac{1}{2}$  share in all that piece and parcel of plot of land bearing Tika No.13, City Survey No.287, admeasuring about 635 sq. yards, equivalent to 530.9 sq. mtrs. lying being and situate at Old Mumbai Pune Road, Thane, Tal. & Dist. Thane, alongwith the old structure standing thereon and popularly known as SWANTRA SADAN, which property is more particularly described in the first schedule hereunder written, which property is hereinafter referred to as " The Said Property ".

ii) AND WHEREAS Shri Bajrang Vyam Mandir Trust, Thane, Public Charitable Trust, duly Registered at No. E/639 / Thane dated 15/01/1981 having its Trustees 1) Shri Madhav Gajanan Gupte, 2) Shri Vasant Jagannath Satghare, 3) Shri Prakash Jagannath Satghare, 4) Shri Ramesh Gajanan Pradip and 5) Shri Purshottam Ramchandra Diphadkar hereinafter called "OWNERS" owned and possessed  $\frac{1}{2}$  share in piece and parcel of gaathan land with structure BADRANG VYAM MANDIR BUILDING bearing Tika No.13, City Survey No.287 admeasuring 635 sq. yards equivalent to 530.9 sq. mtrs. lying being and situated at Old Mumbai Road, known as Veer Savarkar Path, Thane.

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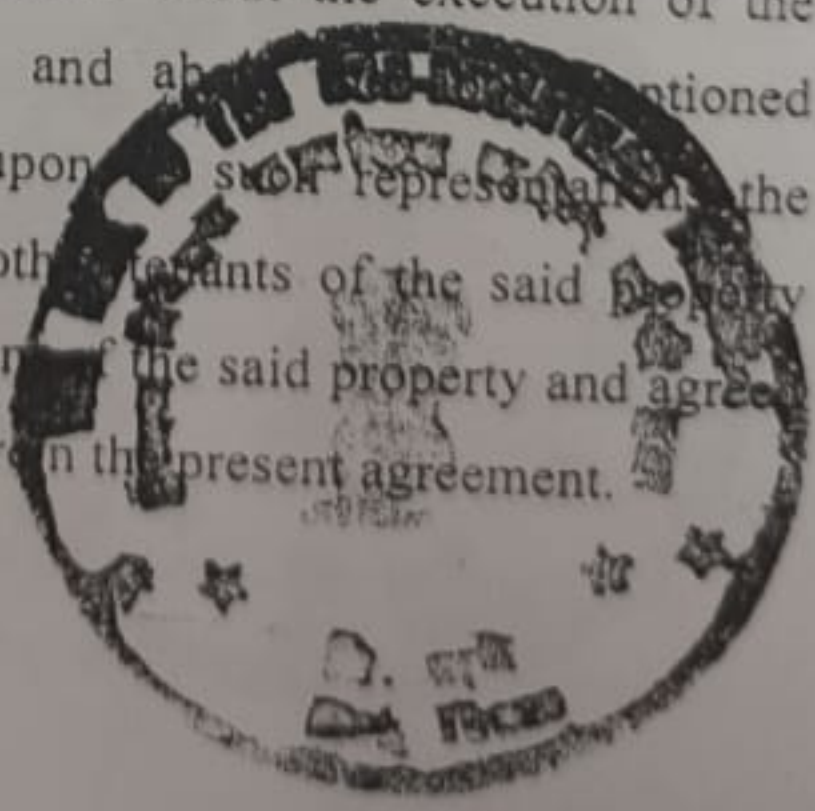
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Ashok Shah



- iii) In the said property since beginning there are various tenants who are occupying their respective tenanted premises, the tenant purchaser herein is one of such tenants.
- iv) The said landlords entered into with the developers herein, one development agreements dated 4<sup>th</sup> July, 2002 and 24<sup>th</sup> April, 1995 and thereby handed over the said property to the developers herein for the purpose of its development, for the consideration and upon the terms and conditions more particularly stated in the said development agreement, which agreement is hereinafter referred to as " The Said Agreement ".
- v) The said landlords in pursuance to the said agreement also executed a irrevocable power of attorney in favour of the developer herein and thereby empowered the developer herein with all the requisite powers and authorities to develop the said property. The said power of attorney the said landlords have empowered the developers herein to enter into an agreement with the tenants of the said property. In clause No. \_\_\_\_\_ of the said agreement also it is provided that the developers herein shall be entitled to settle and negotiate with the tenants of the said property and to give such consideration to them and to enter into such agreement with them as may be deemed fit and proper by the developer herein.
- vi. The developer herein has represented about the execution of the abovementioned two documents and abovementioned provisions thereof and relying upon such representation, the tenant purchaser as well as the other tenants of the said property have consented for the development of the said property and agreed to enter into with the developer herein the present agreement.



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*Ashokesh*

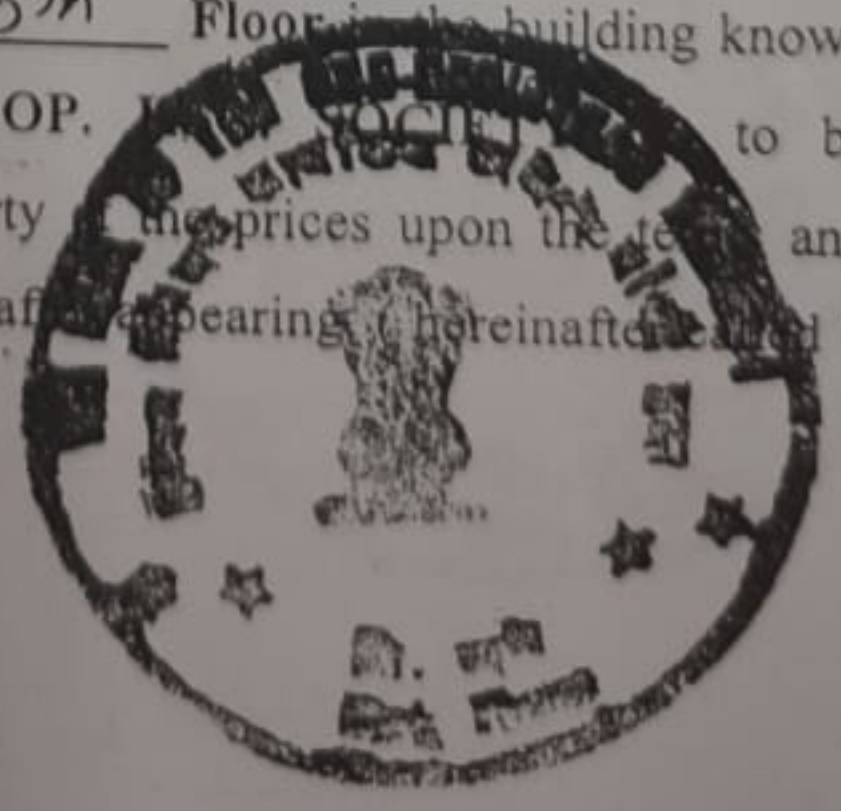


xi. The Developers have accordingly commenced construction of the said building in accordance with the said plan.

xii. AND WHEREAS Purchaser/s applied to The Developers for allotment of the Flat / Shop / Basement / Office No. 501 admeasuring about 948 sq. ft. ( Built-up / Carpet ) area equivalent to 88.10sq. mtrs. ( Built-up / Carpet ) on 5th Floor ( hereinafter called the SAID PREMISES ) in the building known as SHANTI PALACE CO-OP. HSG. SOCIETY (P).

xiii. AND WHEREAS prior to making application as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling & Regulation) Act, 1976, the purchaser/s had / have made a declaration to the effect firstly that either the purchaser/s nor the member of the family (family is defined under the Urban Land (Ceiling & Regulation) Act, 1976) of Purchaser/s own a tenements, house and / or a building within the limits of Thane / Bombay Municipal Corporation.

xiv. AND WHEREAS relying upon the said application declaration and agreement, the Developer have agreed to sell the Purchaser/s and the Purchaser/s has / have agreed to purchase from The Developers a Flat / Shop / Basement / Office No. 501 admeasuring about 948 sq. ft. ( Built-up / Carpet ) area equivalent to 88.10sq. mtrs. ( Built-up / Carpet ) on 5th Floor in the building known as SHANTI PALACE CO-OP. HSG. SOCIETY (P) to be constructed on the said property at the prices upon the terms and subject to the condition herein appearing ( hereinafter called " SAID PREMISES " )



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THE SECOND SCHEDULE ABOVE REFERRED TO

Flat / Shop / Basement / Office No. 501, admeasuring  
948 sq. ft. Built-up / Carpet equivalent to 88.10 sq. mtr. Built-  
up / Carpet area on 5<sup>th</sup> floor of building known as SHANTI  
PALACE CO. OP. HOUSING SOCIETY (P) constructed on land  
described in the First Schedule.

IN WITNESS WHEREOF the parties thereto have executed these  
presents and a duplicate hereof day and the year first herein above written.

SIGNED, SEALED & DELIVERED by )

The withinnamed " DEVELOPERS " )

M/s. K. P. CONSTRUCTION )

Through its Partner )

SHRI SHANTILAL DAMBJI RABHIA ) < *Rambhia*

In the presence of ..... )

1. *[Signature]*

2.

SIGNED, SEALED & DELIVERED by )

The withinnamed "PURCHASER/S" )

MR. ASHOK RAYSHI SHAH ) < *Ashok Shah*

In the presence of ..... )

1. *[Signature]*

2.







Customer Copy	Sr. No.	4761
Deposit Br.	Date	7/10/05
Pay to : Acct. No. 11737200010056-Idbi A/C stamp duty		
Type of Document	Pfleement-acsch	
Type of Stamp	Special Adhesive	
Franking Value	Rs.	78780/-
Service Charges	Rs.	0/-
Total	Rs.	78780/-
Name of stamp duty paying party:		
Ashok Rayshi Shah,		
Flat No-4, Sheetal Apt.		
Shri-waga Chate		
Thane		
Cheque / DD. No.		
Drawn on Bank	PAN	
DC No.		
Franking No.		
Authorized by (Sign., Name & Title)		
Date		

Please sign the declaration printed behind

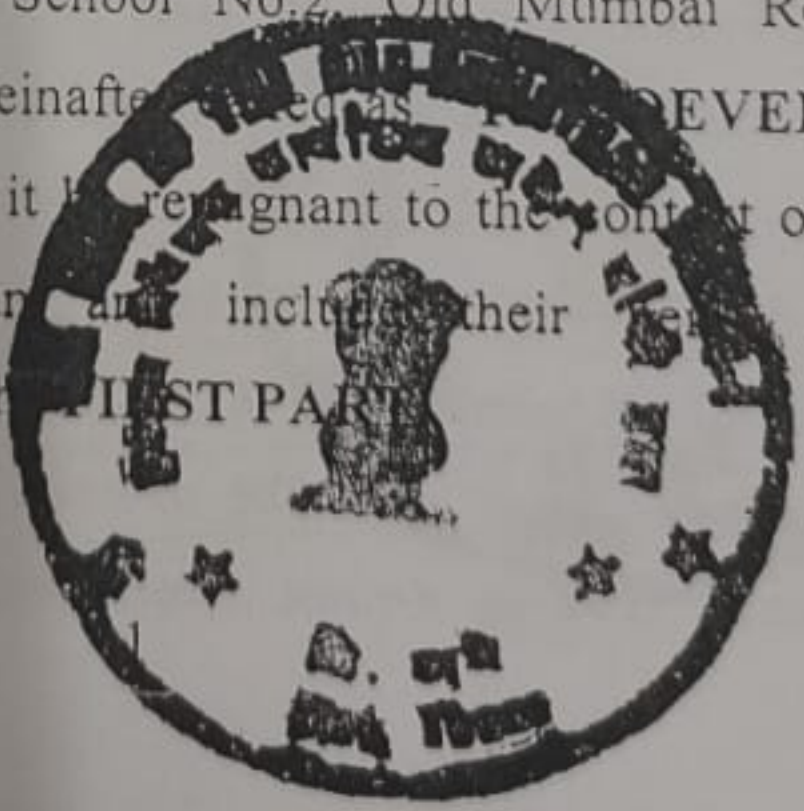
Ashok Rayshi

## AGREEMENT FOR SALE

AUTHORISED SIGNATORY

FOR INDUSTRIAL DEVELOPMENT BANK OF INDIA LTD.

ARTICLES OF AGREEMENT made and entered into at Thane on this 10<sup>th</sup> day of Oct., 2005 BETWEEN M/S. K. P. CONSTRUCTION, a Partnership firm through its Partner SHRI SHANTILAL DAMBJI RAMBHIA, having its office at Shop No.1, Laxmi Niwas, Behind School No.2, Old Mumbai Road, Veer Savarkar Path, Thane (W), hereinafter called as DEVELOPERS (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the FIRST PARTY



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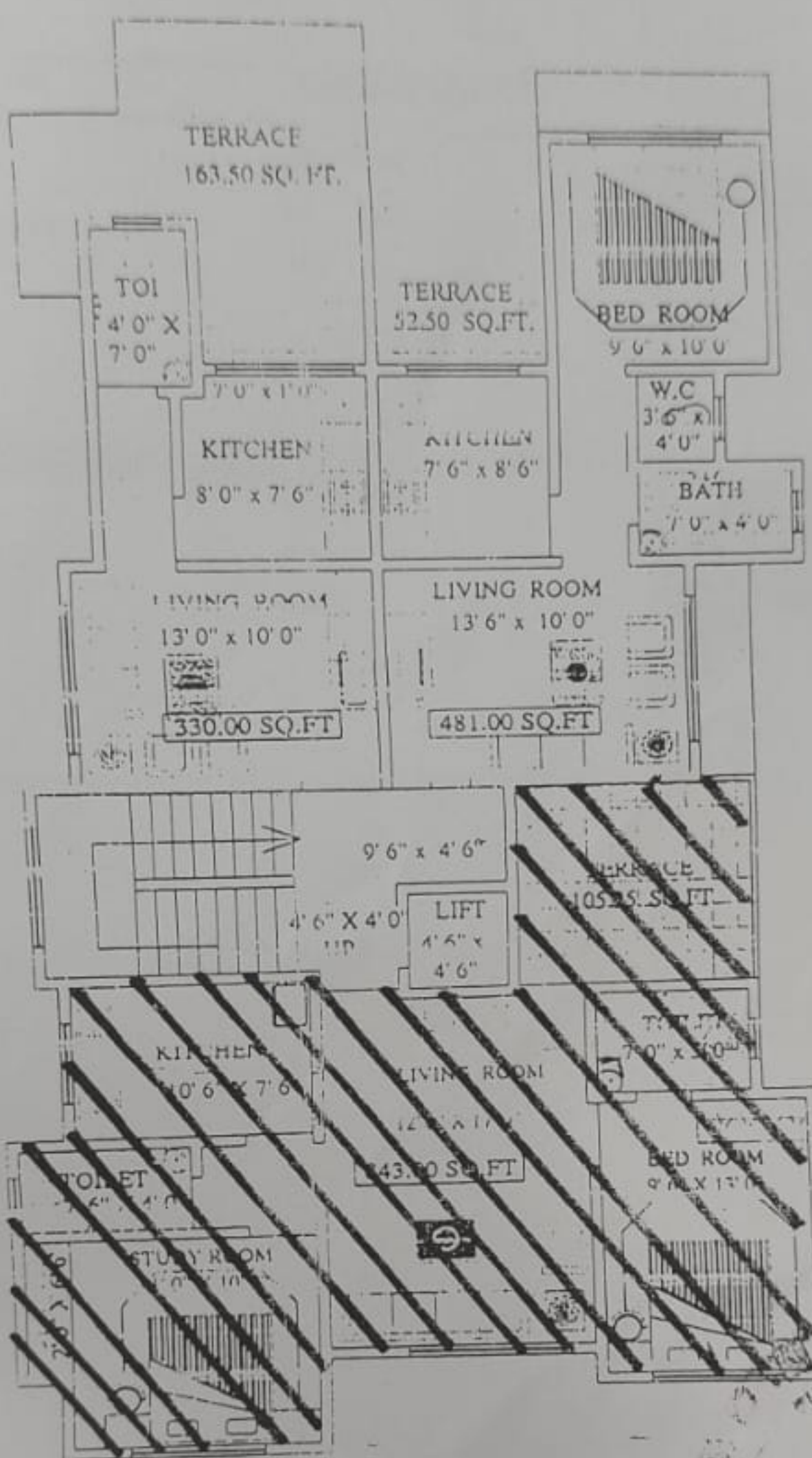
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Ashok Rayshi

RECEIVED 07-10-05



13



FIFTH FLOOR PLAN



ARCHITECT NAME: ADD.  
 M. E. BAKSHI & ASSOCIATES  
 J. NIVARA SOCIETY,  
 VEER SAHABRAO MARG.

Q

Ashutosh

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DATE AND STAMP OF APPROVAL

Plans are approved Subject to conditions  
Prescribed in Permit No. VB. 2003/153  
TMC/D. O.R./TPV. 6119 Dated: 20/3/20



*S. J. Jadhav*  
Municipal Engineer  
HOBT

*S. S. Jadhav*  
Executive Engineer  
(T.D.D.)  
Thane Municipal Corporation of  
The City of Thane.

पत्राचार  
"म.स. नगरपालिका विकासात व जमीन मालकी  
विकासात विविध विषयांसाठी आदेशांक त्या  
पर्यायाने व वेळा बाधकात राहू लागले, म्हणून  
पारंपरिक व नगर रचना अधिकारनाचे कलम 42  
अनुसार पुरवठागुन्हा आहे. स्थानादी जागीत  
जामा 1 वर्ग मीटर व 5. 4000/- रेट होऊ शकते."

CONTENTS OF THE SHEET

BY ON \_\_\_\_\_ & THE DIMENSION OF SIDE ETC OF  
PLOT AREAS MEASURED ON SITE AND THE AREA TALLY  
WITH THE AREA STATED IN DOCUMENT OF OWNERSHIP

ARCHITECT'S SURVEYOR

NOTES :-

- |   |  |       |
|---|--|-------|
| 1 | BOUNDARY OF PLOT SHOWN IN THICK BLACK.     | ===== |
| 2 | PROPOSED ROAD SHOWN IN DOTTED GREEN.       | ..... |
| 3 | PROP. BLDG SHOWN IN DOTT. BLACK & RED WASH | ▨▨▨▨  |
| 4 | DRAINAGE LINE SHOWN IN DOTTED RED.         | ..... |
| 5 | RECREATION GR. SHOWN IN GREEN WASH.        | ▨▨▨▨  |
| 6 | STR. TO BE DOMOLI. SHOWN IN YELLOW HATCH   | ▨▨▨▨  |
| 7 | EXSIST. SRT. TO BE RETAINED SHOWN IN ▨     | ▨▨▨▨  |

NAME AND SIGNATURE OF OWNER'S

1) SHANTILAL D. RAMBHIA (C.A. TO OWNER)	2) VASANT J. SATGHARE CHAIRMAN BAJRANG VYAYAM MANDIR TRUST
<i>Shantilal D. Rambhia</i>	<i>Vasant J. Satghare</i>

ARCHITECT'S NAME & ADDRESS

M. S. BAKSHI & ASSOCIATES  
3, NIVARA SOCIETY,  
VEER SAVARKAR PATH,  
THANE. (W) 400 602  
PH. NO. 533 53 75 / 537 85 91



JOB NO.	DATE
DWG. NO.	DRW. BY
SCALE	CHKD. BY

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म.स. नगरपालिका  
20/3/20

*Handwritten signature: Ashokesh*



कु. मुद्रलसो/टि/ए/ए-१/पलजोर-१  
 उपर जिल्हाधिकारी व सहाय प्राधिकारी  
 ठाणे नागरी संकलन, ठाणे.  
 दिनांक :- २/१२/२०

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प्रति,  
 कार्यवाह,  
 श्री. बजरंग व्यायाम मंदिर,  
 ठाणे.

विषय :- नागरी जमीन कमाल मर्यादितपेक्षा कमी क्षेत्र असल्या बाबतचा दाखला मिळणे बाबत.  
 =====

संदर्भ :- आपला दि. २५.८.२० रोजीचा अर्ज.

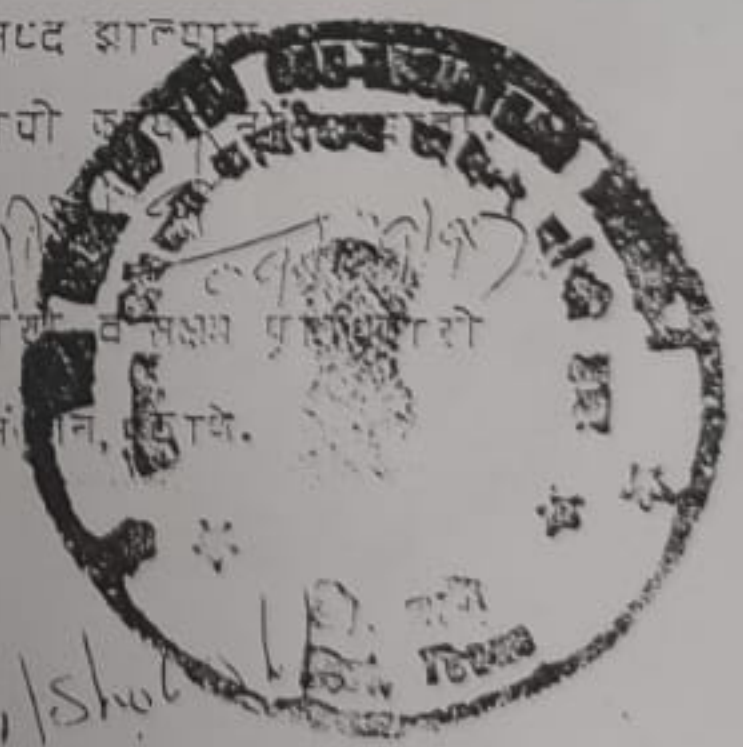
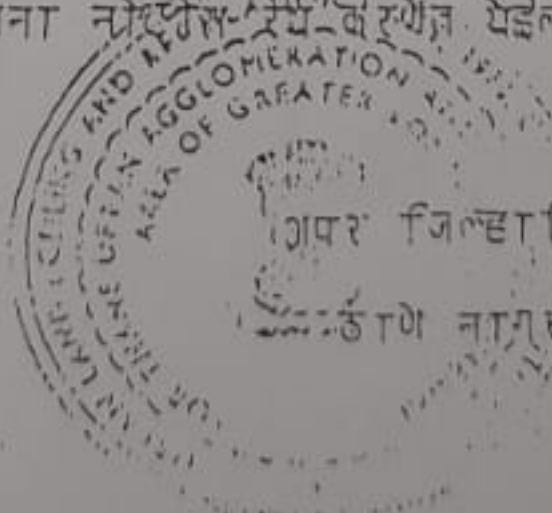
महोदय,

आपले वरील अर्जातील सादर केलेल्या कागदपत्रांची व प्रतिज्ञालेखाची छाननी करता श्री. बजरंग व्यायाम मंदिर, ठाणे यांनी खाली नमुद केलेल्या क्षेत्र धारण केल्याचे दिसून येते.

जमिनीचे वर्णन

<u>गावाचे नांव</u>	<u>दि. नं.</u>	<u>सि. नं.</u>	<u>क्षेत्र चौ. मि.</u>
ठाणे	१३	२८७ पैकी	२६३.०३

संदर्भे क्षेत्र नागरी जमीन कमाल धारणा मर्यादितपेक्षा कमी असल्याने त्यास नागरी जमीन [कमाल मर्यादा व विनियमन] अधिनियम १९७६ च्या तरतुदी लागू होत नाहीत. तथापि आपण जर ठाणे तसेच अन्य नागरी सभ्यात मोकळी जमीन [Vacant Land] धारण करीत असल्याचे नंतर निदर्शनास आल्यास व प्रतिज्ञालेखातील भजकुर चुकीचा असल्याचे सिद्ध झाल्यास "ना हरकत दाखला" विना नोटीस देऊन घेईल याची नोंद घ्यावी.



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