



Monday, December 29, 2008

12:08:51 PM

Original

नोंदणी 39 म.

Regn:39/M

पावती

पावती क्र. : 12206

दिनांक 29/12/2008

गावाचे नाव विरार (नगरपालिका हद्द)

दस्तावेजाचा अनुक्रमांक

वसई 12195 2008

दस्तावेजाचा प्रकार

करारनामा



सादर करणाराचे नाव सतीश भिमराव सुवामत

नोंदणी फी	=	4930.00
नक्का (अ. 11(1)), पुर्जाकनाची नक्का (अ. 11(2))	=	840.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (42)		
एकूण रु.		5770.00

आपणास हा दस्त ठेवाजे 12:28PM हा वेळस मिळेल

[Signature]
मुख्य निबंधक
वसई 2

बाजार मूल्य: 492000 रु.
भरलेले मुद्रांक शुल्क: 12320 रु.

मोबदला: 492750 रु.

मुख्य निबंधक वसई-२
पी-२

[Signature]

एक दस्त पत्र मिळाले
दि. 29/12/08

[Signature]
मुख्य निबंधक वसई-२

No 13484

खातेवाराची प्रत./Party Copy

बॅंसीन कॅथॉलिक को-ऑपरेटिव्ह बँक लि.

(शेड्युल्ड बँक)

Bassein Catholic Co-operative Bank Ltd.

प्रति मॅनेजर / To, The Branch Manager

नालासोपारा शाखा / Nallasopara Branch

र. / Di 26/12/2008

मुद्रांक शुल्क / Stamp Duty र. / Rs. 12320

सेवा शुल्क / Service Charges र. / Rs. 107

एकूण दस्तऐवज / No. of Documents 12320

एकूण / Total र. / Rs. 12320

अक्षरी रुपये / Amount in Words Twelve

Three hundred Thirty only.

मुद्रांक शुल्क प्रमाणपत्राचे नांव / Name of stamp duty

paying party- Shri / Smt. Santosh

B. Sadanure

पत्ता / Address 22 Senthul Post

Colony Dr. B. Adalgaon

समोरच्या पक्षकाराचे नाव / Name of counterparty

Shri / Smt. Shreeganesh Developers

व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction

घनादेश / पे ऑर्डर जो बँकेसुद्धा काढला आहे त्या बँकेचे

नांव / Name of the Drawee Bank

रोखपाल / Cashier

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आपणे

आवश्यक आहे / This counterfoil has to be presented

at the time of delivery of stamps.



929000
9182

AGREEMENT

ARTICLES OF AGREEMENT is made and entered into VIRAR, on this 29 day of Dec in the Christian year Two Thousand Eight BETWEEN M/s. SHREEGANESH DEVELOPERS, a partnership firm duly registered under Indian Partnership Act, 1932, having its office at Shop No. 2, Lambodar Shreeganesh Sankul, Shashikant Patil Marg, Virar (East), Taluka Vasai, District Thane, 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,

[Signature]

[Signature]

BASSEIN CATHOLIC CO-OP BANK LTD, NALLASOPARA BRANCH, SAI NIRAN BUILDING, NARAYAN NAGAR, NALLASOPARA (E) TALUKA-VASAI, DIST.-THANE-401 209. D-5/STP(V)/C.R.1021/02/0515 TO 515

SHRC 34151
108501
DEC 26 2008
09:45

AUTHORISED SIGNATORY For BASSEIN CATHOLIC CO-OP. BANK LTD

A N D

MR. SANTOSH BHIMRAO SADAMATE, age 30 years, Occupation Service, residing at R/B-1, Building No. 250, Room No. 22, Central Railway Colony, Dr. B. A. Road, Parel, Mumbai - 400 012, 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

WHEREAS:

- a) Mr. Ramji Dharma Patil was the owner of land bearing Survey No. 110, Hissa No. 4, Survey No. 111, Hissa No. 3, Survey No. 111, Hissa No. 13, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. II (Virar).
- b) By an Conveyance Deed dated 17/01/1935, Mr. Ramji Dharma Patil sold and conveyed the said land to 1) Mr. Vasudeo Jagannath Raut, 2) Mr. Hari Jagannath Raut.
- c) Mr. Hari Jagannath Raut died intestate leaving behind him 1) Mr. Narayan Hari Raut, 2) Mr. Dattatraya Hari Raut, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.
- d) Mr. Vasudeo Jagannath alias Jagu Raut died intestate leaving behind him 1) Mr. Hiraji Vasudeo Raut, 2) Jankibai Vasudeo Raut, 3) Bhaskar Vasudeo Raut, 4) Ramchandra Vasudeo Raut, 5) Thakubai Sakharam Vartak, 6) Kusum Vasudeo Raut, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.
- e) Smt. Jankibai Vasudeo Raut died intestate leaving behind her 1) Mr. Hiraji Vasudeo Raut, 2) Bhaskar Vasudeo Raut, 3) Ramchandra Vasudeo Raut, 4) Thakubai Sakharam Vartak, 5) Kusum Vasudeo Raut, being the legal heirs according to the Hindu Succession Act by which she was governed at the time of her death.

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f) Mr. Bhaskar Vasudeo Raut died intestate leaving behind him 1) Mr. Jagdish Bhaskar Raut, 2) Shakuntala Hareshwar Raut Alias Gharat, 3) Pushpa Ramchandra Churi, 4) Anibai Bhaskar Raut, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

g) Mr. Ramchandra Vasudeo Raut died intestate leaving behind him Sumati Ramchandra Raut, being the legal heir according to the Hindu Succession Act by which he was governed at the time of his death.

h) Mr. Hiraji Vasudeo Raut died intestate leaving behind him 1) Bharati Hiraji Raut, 2) Shaila Hiraji Raut, 3) Jayanti Hiraji Raut, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

i) Mr. Narayan Hari Raut and Others made application for partition of the said ancestral land and accordingly Mutation Entry No. 8455, the land admeasuring H.R. 0-04-1, out of Survey No. 110, Hissa No. 4, the land admeasuring H.R. 0-23-8, out of Survey No. 111, Hissa No. 3, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13, came to the share of 1) Mr. Jagdish Bhaskar Raut, 2) Smt. Anibai Bhaskar Raut, 3) Jayanti Hiraji Raut, 4) Shakuntala Hareshwar Raut, 5) Pushpa Ramchandra Raut, 6) Sumati Ramchandra Raut, 7) Bharati Hiraji Raut, 8) Shaila Hiraji Raut, 9) Thakubai Sakharām Vartak, 10) Kusum Vasudeo Raut and land admeasuring H.R. 0-09-0, out of Survey No. 110, Hissa No. 4, land admeasuring H.R. 0-23-5, out of Survey No. 111, Hissa No. 3, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13 came to the share of 1) Mr. Narayan Hari Raut, 2) Mr. Dattatraya Hari Raut. The said Mutation Entry was certified by Circle Inspector, Virar.

j) By an Development Agreement dated 6th Febraury, 2003 entered into by and between 1) Smt. Anibai Bhaskar Raut, 2) Mr. Jagdish Bhaskar Raut, 3) Jayanti Hiraji Raut, 4) Shakuntala Hareshwar Raut, 5) Pushpa Ramchandra Raut, 6) Sumati Ramchandra Raut, 7) Bharati Hiraji Raut, 8) Shaila Hiraji Raut, 9) Thakubai Sakharām Vartak, 10) Kusum Vasudeo Raut, (therein called "The Owners") of the First Part and Mr. Vilas Damodar Chorghe (therein called "The Developer") of the Second Part, the said Smt. Anibai Bhaskar Raut and others have agreed to grant the development right in respect of land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R. 0-23-8, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13, to Mr. Vilas Damodar Chorghe, on the terms and conditions mentioned in the said agreement.

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k) By an Agreement for sale dated 15th July 2002 entered into by and between 1) Mr. Dattatraya Hari Raut, 2) Mrs. Kusum Dattatraya Raut, 3) Mr. Charan Dattatraya Raut (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchaser") of the Second Part, the said Mr. Dattatraya Hari Raut and others have agreed to sell their 1/2th share in land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R.0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R.0-23-8, the land admeasuring H.R.0-02-25, out of Survey No. 111, Hissa No. 13 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

l) By an Development Agreement dated 2nd January, 2003 entered into by and between Mr. Narayan Hari Raut (therein called "The Owner") of the First Part and Mr. Vilas Damodar Chorghe (therein called "The Developer") of the Second Part, the said Mr. Narayan Hari Raut has agreed to grant the development right in respect of his 1/2th share in land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R.0-23-8, the land admeasuring H.R.0-02-25, out of Survey No. 111, Hissa No. 13 to Mr. Vilas Damodar Chorghe, on the terms and conditions mentioned in the said agreement.

m) By an Agreement for sale dated 14th January 2003 entered into by and between Mr. Vilas Damodar Chorghe (therein called "The Vendor") of the First Part and M/s. Viva Shelter (therein called "The Purchaser") of the Second Part, the said Mr. Vilas Damodar Chorghe has agreed to sell 1/2th share in land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R. 0-23-8, the land admeasuring H.R.0-02-25, out of Survey No. 111, Hissa No. 13 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

n) i) Mangaldas Ramdas, ii) Hari Laxman Mhatre are the owners of land bearing Survey No. 111, Hissa No. 14, admeasuring H.R. 0-03-8, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No-II (Virar).

o) By an Agreement for sale dated 15th July 2002, entered into by and between 1) Mr. Mangaldas Ramdas, 2) Mr. Hari Laxman Mhatre (therein called "The Owners") of the First Part and M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said 1) Mr. Mangaldas Ramdas, 2) Mr. Hari Laxman Mhatre have agreed to sell the said land to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

p) Mr. Hari Govind Vartak was the owner of the land bearing Survey No. 111, Hissa No. 9, admeasuring H.R. 0-11-9, Survey

B. Balasubramanian

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No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No:352, admeasuring H.R.0-57-7, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II-(Virar) and Mr. Gopal Ramchandra Chaudhari was the tenant in respect of the said land.

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q) Mr. Gopal Ramchandra Chaudhari died intestate leaving behind him 1) Mr. Pilaji Gopal Chaudhari, 2) Mr. Narsinha Parshuram Chaudhari, 3) Mr. Krishna Parshuram Chaudhari, 4) Rajani Dinanath Vartak, 5) Kamlakar Parshuram Chaudhari, 6) Harkubai Parshuram Chaudhari, 7) Jaywant Kashinath Chaudhari, 8) Vandana Kashinath Chaudhari, 9) Rekha Kashinath Chaudhari, 10) Banabai Kashinath Chaudhari, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

r) Mr. Pilaji Gopal Chaudhari had purchased the said agricultural land, under the Provisions of Bombay Tenancy and Agricultural Lands Act through the Additional Tahasildar Vasai under Tenancy Certificate bearing No. 1992, dated 15/11/1969.

s) Mr. Pilaji Gopal Chaudhari died intestate on 03/06/1982 leaving behind him 1) Mr. Madan Pilaji Chaudhari, 2) Mr. Govind Pilaji Chaudhari, 3) Mr. Narayan Pilaji Chaudhari, 4) Bhima Kashinath Raut, 5) Yamuna Save, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

t) Mr. Madan Pilaji Chaudhari died intestate on 29/04/1996 leaving behind him 1) Smt. Padmibai Madan Chaudhari, 2) Mrs. Geeta Jaywant Patil, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

u) Mr. Govind Pilaji Chaudhari died intestate on 18/08/1999 leaving behind him 1) Smt. Kamal Govind Chaudhari, 2) Mr. Prakash Govind Chaudhari, 3) Mr. Hemant Govind Chaudhari, 4) Meena Bhalchandra Vartak, 5) Megha Prakash Kawali, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

v) Mr. Kamlakar Parshuram Chaudhari died intestate leaving behind him 1) Smt. Shaila Kamlakar Chaudhari, 2) Mr. Shashikant Kamlakar Chaudhari, being the legal heirs according to the Hindu Succession Act by which he was governed at the time of his death.

w) Smt. Yamuna Save died intestate on 28/06/1995 leaving behind her 1) Mr. Narayan Pilaji Chaudhari, 2) Bhima Kashinath Raut, 3) Smt. Padmibai Madam Chaudhari, 4) Mrs. Geeta Jaywant Patil, 5)

Shankar
W. J. Patil

Smt. Kamal Govind Chaudhari, 6) Mr. Prakash Govind Chaudhari, 7) Mr. Hemant Govind Chaudhari, 8) Meena Bhalchandra Vartak, 9) Megha Prakash Kawali, being the legal heirs according to the Hindu Succession Act by which she was governed at the time of her death.

x) By an Agreement for Sale dated 9th March 2002 entered into by and between 1) Mr. Narayan Pilaji Chaudhari, 2) Mrs. Tara Narayan Chaudhari, 3) Bhima Kashinath Raut, 4) Smt. Padmibai Madan Chaudhari, 5) Smt. Geeta Jaywant Patil, 6) Suvidha Jaywant Patil, 7) Mr. Subodh Jaywant Patil (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Mr. Narayan Pilaji Chaudhari and others have agreed to sell their 2/3rd share in land bearing Survey No. 127, Hissa No. 2 (Part), admeasuring H.R. 0-78-8, Survey No. 352, admeasuring H.R. 0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

y) By an Development Agreement dated 20th January 2003 entered into by and between 1) Mr. Jaywant Kashinath Chaudhari, 2) Vandana Kashinath Chaudhari, 3) Rekha Kashinath Chaudhari alias Rekha Pravin Chaudhari, 4) Banibai Kashinath Chaudhari (therein called "The Owners") of the First Part and M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Mr. Jaywant Kashinath Chaudhari and others have agreed to grant the development right in respect of their 1/3rd share in land bearing Survey No. 111, Hissa No. 9, admeasuring H.R. 0-11-9, Survey No. 127, Hissa No. 2 (Part), admeasuring H.R. 0-78-8, Survey No. 352, admeasuring H.R. 0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

z) By an Development Agreement dated 23rd January 2003, entered into by and between 1) Kamal Govind Chaudhari, 2) Prakash Govind Chaudhari, 3) Bharati Prakash Chaudhari, 4) Priyanka Prakash Chaudhari, 5) Chinmay Prakash Chaudhari, 6) Hemant Govind Chaudhari, 7) Smita Hemant Chaudhari, 8) Meena Bhalchandra Vartak, 9) Megha Prakash Kawali (therein called "The Owners") of the First Part and M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Kamal Govind Chaudhari and others have agreed to grant the development right in respect of their 1/3rd share in land bearing Survey No. 111, Hissa No. 9, admeasuring H.R. 0-11-9, Survey No. 127, Hissa No. 2 (Part), admeasuring H.R. 0-78-8, Survey No. 352, admeasuring H.R. 0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

aa) By an Agreement for sale dated 2nd July 2003, entered into by and between 1) Smt. Shaila Kamalakar Chaudhari, 2) Mr. Shashikant Kamalakar Chaudhari (therein called "The Vendors") of the First Part

Shaila Kamalakar Chaudhari
Shashikant Kamalakar Chaudhari

and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Smt. Shaila Kamalakar Chaudhari and others have agreed to sell their 1/3rd share, out of 1/3rd share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R. 0-11-9, Survey No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

ab) By an Agreement for sale dated 2nd July 2003, entered into by and between 1) Hirubai Narsinha Chaudhari, 2) Vilas Narsinha Chaudhary, 3) Vandana Narsinha Chaudhary Alias Mrs. Vandana Vijay Mhatre (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Smt. Hirubai Narsinha Chaudhari and others have agreed to sell their share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R. 0-11-9, Survey No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7, alongwith other land, to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

ac) By an Agreement for sale dated 8th August 2003, entered into by and between 1) Krushna Parshuram Chaudhari, 2) Vasanti Krushna Chaudhari (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchaser") of the Second Part, the said Krushna Parshuram Chaudhari and others have agreed to sell their 1/3rd share, out of 1/3rd share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R.0-11-9, Survey No.127, Hissa No.2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

ad) By an Agreement for Sale dated 14th August 2003, entered into by and between 1) Rajani Dinanath Vartak, 2) Poonam Sanjay Vartak, 3) Nayana Sachin Raut, 4) Kanchan Amul Vartak, 5) Pratiksha Dilip Vartak (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Smt. Rajani Dinanath Vartak and others have agreed to sell their 1/3rd share, out of 1/3rd share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R.0-11-9, Survey No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7 alongwith other land to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

ae) The land bearing Survey No. 111, Hissa No. 9, Survey No. 127, Hissa No. 2 (Part), Survey No.352, was applicable under Section 43 of the Bombay Tenancy and Agricultural Lands Act and Mr. Narayan Pilaji Chaudhari and Others obtained the Permission from Sub-

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Divisional Officer Bhiwandi, Bhiwandi Division, Thane bearing Order No.BD/KV/VP/VASAI/SR-12/2003, dated 10/07/2003.

af) The land bearing Survey No. 110, Hissa No.4 (Part), 4 (Part), Survey No. 111, Hissa No. 3 (Part), 3 (Part), 9, 13, 14, Survey No. 127, Hissa No. 2 (Part), Survey No. 352 (hereinafter called "The said property") more particularly described in the schedule A hereunder written alongwith Survey No. 128, Hissa No. 13 have 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-14/2004 dated 16/04/2004.

Office of Collector, Thane
22/04/2006
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ag) The Commencement Certificate for layout of proposed Residential with Shopline Buildings and Residential Buildings on land said property obtained from the City and Industrial Development Corporation of Maharashtra Ltd. vide its letter bearing No.CIDCO/VVSR/CC/BP-3362/E/787 dated 15/06/2004.

ah) The Commencement Certificate for the propose Residential with Shopline Buildings and Residential Buildings on the said property obtained from the City and Industrial Development Corporation of Maharashtra Ltd. vide its letter bearing No.CIDCO/VVSR/CC/BP-3362/E/788 dated 15/06/2004.

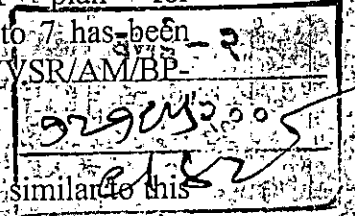
ai) By an Development Agreement dated 2nd February 2005 entered into by and between M/s. Viva Shelter (therein called "The Vendors") of the First Part and M/s. SHREEGANESH DEVELOPERS (therein called "The Developers") of the Second Part and hereinafter called "The Builders", the said M/s. Viva Shelter have agreed to grant the development right in respect of sanctioned F.S.I. admeasuring 1557.20 Squire metres (Built up area) of Building No. 06, F.S.I. admeasuring 2253.48 Square metres (Built up area) of Building No. 07 total F.S.I. admeasuring 3810.68 Square metres i.e. 41019.00 Square feet (Built up area) together with all balconies and staircases area and the property thereunder together with right to use the garden area and right of way over the roads and other common facilities, out of total FSI approved by the CIDCO in the said property more particularly described in the second schedule hereunder written to M/s. SHREEGANESH DEVBLOPERS on the terms and conditions mentioned in the said agreement.

aj) The Vendors have executed a power of attorney in favour of M/s. SHREEGANESH DEVELOPERS with a right to develop the said land.

ak) The Vendors have given peaceful and vacant possession of the land to the extend of the said F.S.I. to construct the building/s thereon.

Shalmecha
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al) The Amended order for approval of plan for Residential/Residential with Shopline Buildings No.1 to 7 has been obtained from CIDCO vide its order No.CIDCO/VV/SR/AM/BE-3362/E/1304, dated 15/02/2005.



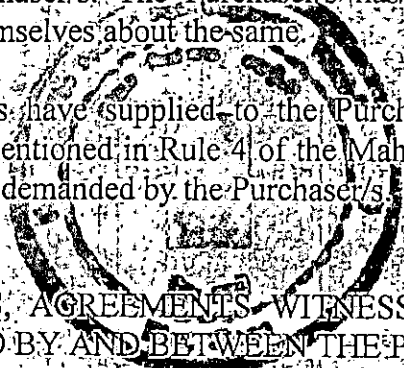
am) The Builders are entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary, or considerable, desirable or proper by the Builders with a view 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.

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

ao) The Builders have engaged the service of EN-CON as a Architect and Structural Engineer for preparation of the structural drawings of the building and the Builders accepts the professional supervision of the Architect and Structural Engineer till the completion of the building.

ap) The Flat/Shop Purchaser/s demanded from the Builders and the Builders have given inspection to the Flat/Shop Purchaser/s of all the documents of title relating to the said land, the development agreement and the plans, designs and specifications prepared by the Builders Architects EN-CON and of such other documents as specified under the Maharashtra Ownership Flats (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.

aq) 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 AGREEMENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

[Handwritten signatures]

1) The Builders have constructed the said building/s on the said plot of land more particularly described in 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 Flat/Shop 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.

2) The Flat/Shop Purchaser/s hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the Flat/Shop Purchaser/s Flat bearing No. 403, admeasuring 365 Square feet i.e. 33.909 Square metres (Super Built up area) (which is inclusive of the area of balconies) on Forth Floor, in A Wing, as shown in the floor plan thereof hereto annexed and marked annexures in Building No. 6 known as "EKDANT" in the complex known as "SHREEGANESH SANKUL" (hereinafter referred to as "The Flat/Shop") for the price of Rs.4,92,750/- (Rupees Four Lakhs Ninety Two Thousand Seven Hundred Fifty 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.4,92,750/- (Rupees Four Lakhs Ninety Two Thousand Seven Hundred Fifty only) shall payable in the following manner :-

a) Rs.1,00,000/- on booking of the Flat/Shop.

b) Rs.3,92,750/- remaining within Fifteen (15) days from the date of execution of this agreement.

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 Flat/Shop Purchaser/s, obtained from the concerned local authority, occupation and/or completion certificates in respect of the Flat/Shop.

5) The Builders hereby declares that the Floor Space Index available in respect of the said land is 1.3 Square metres only and that no part of the said Floor Space Index has been utilised by the Builders elsewhere for any purpose whatsoever.

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6) The Flat/Shop 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 Flat/Shop Purchaser/s to the Builders under the terms of this agreement from the date of the said amount is payable by the Flat/Shop Purchaser/s to the Builders.

7) On the Flat/Shop Purchaser/s committing default in payment on due date of any amount due and payable by the Flat/Shop 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 Flat/Shop 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 exercised by the Builders unless and until the Builders shall have given to the Flat/Shop 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 Flat/Shop 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 Flat/Shop Purchaser/s the instalments of sale price of the Flat/Shop which may till have been paid by the Flat/Shop Purchaser/s to the Builders but the Builders shall not be liable to pay to the Flat/Shop 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.

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

9) The Builders shall give possession of the premises to the Flat/Shop Purchaser/s on the payment of full consideration.

10) The Flat/Shop Purchaser/s shall take possession of the Flat/Shop within seven days of the Builders giving written notice to the Flat/Shop Purchaser/s intimating that the said Flats/Shops are ready for use and occupation.

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11) The Flat/Shop Purchaser/s shall use the Flat/Shop for any part thereof or permit the same to be used only for purpose of RESIDENCE/COMMERCIAL.

12) The Flat/Shop Purchaser/s along with other Purchaser/s of Flats/Shop in the building/s shall join in forming and registering the society or a limited company to be known by the name as **Ekdant Co-operative Housing Society Ltd.** The Flat/Shop 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 full fill and sign and returns to the Builders within seven days of the same being forwarded by the Builders to the Flat/Shop Purchaser/s. So as to enable Builders to register the organisation of the Flat/Shop Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer), Rules, 1964. No objection shall be taken by the Flat/Shop 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. The Builders shall have right to form one or more societies for convenience.

13) 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.

14) Commencing a week after notice in writing is given by the Builders to the Flat/Shop Purchaser/s that the Flat/Shop is ready for use and occupation, the Flat/Shop Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the Flats/Shops) of outgoings 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.

Dr. Lakshmi W. Patil

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 Flat/Shop Purchaser/s shall pay to the Builders such proportionate share of outgoings as may be determined. The Flat/Shop purchaser's share is so determined, the Flat/Shop Purchaser/s shall pay to the Builders Provisional monthly contribution of Rs. ___/- per month towards the outgoings. The amounts so paid by the Flat/Shop 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 Flat/Shop Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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

- i) Rs.1,000/- for legal charges.
- ii) Rs. 350/- 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

Rs. 4,350/-

16) The Builders shall utilise the sum of Rs.2,350/- 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.

17) At the time of registration the Flat/Shop Purchaser/s shall pay to the Builders the Flat/Shop 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.

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18) The Flat/Shop 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 a Flat/Shop Purchaser's own costs any good tenable 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 caused to the building/s in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Flat/Shop Purchaser/s in this behalf, the Flat/Shop 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 Flat/Shop 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 Flat/Shop Purchaser/s committing any act, the contravention of the above provision, the Flat/Shop Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

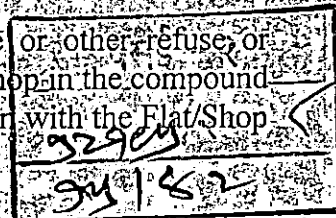
d) Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building/s in which the Flat/Shop is situated and shall keep the portion, sewers, drains, pipes in the Flat/Shop and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building/s in which

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the Flat/Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or R.C.C. Parris 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 concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Flat/Shop Purchaser/s viz. user for any purposes other than for residential/commercial purpose.

i) The Flat/Shop Purchaser/s shall not let, sub-let, transfer, assign or part with Flat/Shop 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 Flat/Shop Purchaser/s to the Builders under this agreement are fully paid up and only if the Flat/Shop 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 Flat/Shop Purchaser/s has/have intimated in writing to the Builders.

j) The Flat/Shop 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 Flat/Shop Purchaser/s shall also observe and perform all the stipulation and condition laid down by the society/limited company regarding the

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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 Flat/Shop 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.

19) The Builders shall maintain a separate account in respect of sums received by the Builders from the Flat/Shop Purchaser/s as advance or deposits, sums received on account of the share capital for the promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

20) 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 Flat/Shop Purchaser/s shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to 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.

21) 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 Flat/Shop 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 any of the terms and conditions of this agreement by Flat/Shop Purchaser/s nor shall the same in any manner prejudice the right of the Builders.

22) The Flat/Shop Purchaser/s and/or the Builders shall present this 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.

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

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VIZ : R/B-1, Building No. 250, Room No. 22, Central Railway Colony, Dr. B. A. Road, Parel, Mumbai - 400 012

24) 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 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/Shop 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.

25) 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.

26) It is agreed that the Builders shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof, to revise the building/s plans in respect of the said building/s and to utilise the total F.S.I. and the development rights available in respect of the said property by suitably modifying the building/s plans in respect of the said premises as the Builders may desire and the Purchaser/s hereby irrevocably consents to the right of the Builders to revise and modify the building/s plans in respect of the said premises from time to time.

27) 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 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 or Condominium of Apartment on being called upon by the

Signature
Signature

Builders without payment of any premium or any additional charges save and except Rs.250/- for the share money and Rs.100/- entrance fee and such allottee Purchaser/s or transferee/s thereof shall not be discriminated or treated prejudicially by such co-operative society, limited company or Condominium or Apartment as the case may be.

28) 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 Municipality 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.

29) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Virar Municipal Council 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.

30) The Flat/Shop Purchaser/s herein shall contribute for the maintenance of internal roads, street light, common drains, recreation garden and common levies such as street light, electricity bill, land tax etc., in the complex known as "SHREEGANESH SANKUL".

31) All the Purchaser/s in the said scheme shall have right to move freely within entire layout scheme and no society or Purchaser/s shall object the easement right of all Purchaser/s. The society shall not be allowed to make partition, compound wall or enclosure of any nature in between or outside the building premises.

32) 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.

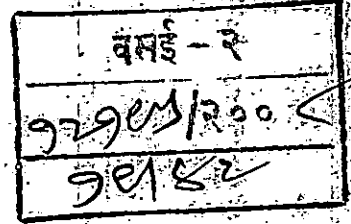
33) The Builders shall have a right to provide access to the adjoining land from the said land. The Flat/Shop Purchaser/s shall not raise any objection of whatsoever nature for the same.

34) The Flat/Shop Purchaser/s shall be liable to pay the service tax or any other tax, if applicable on purchasing the Flat/Shop to be imposed by the Central and/or State Government or any other Government body at their own cost and expenses.

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35) The Shop purchaser/s shall not construct the Shed and/or close the Ota by fixing the Grills on the Front side of the Shop.

36) 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. 110, Hissa No. 4 (Part), admeasuring 410 Square metres, Survey No. 110, Hissa No. 4 (Part), admeasuring 900 Square metres, Survey No. 111, Hissa No. 3 (Part), admeasuring 2380 Square metres, Survey No. 111, Hissa No. 3 (Part), admeasuring 2350 Square metres, Survey No. 111, Hissa No. 9, admeasuring 1190 Square metres, Survey No. 111, Hissa No. 13, admeasuring 450 Square metres, Survey No. 111, Hissa No. 14, admeasuring 380 Square metres, Survey No. 127, Hissa No. 2 (Part), admeasuring 7880 Square metres, Survey No. 352, admeasuring 5770 Square metres, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No.II (Virar).

SCHEDULE 'B'

THE SCHEDULE ABOVE REFERRED TO FLAT/SHOP

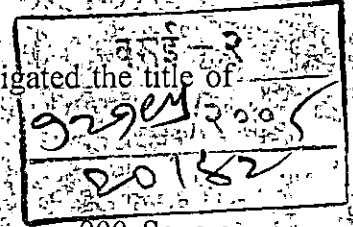
Flat No.403, on the Forth Floor, admeasuring 365 Square feet i.e. 33.909 Square metres (Super Built up area), in A Wing in Building No. 6 known as "EKDANT", in the complex known as "SHREEGANESH SANKUL", constructed on forming part of N.A. land bearing Survey No. 110, Hissa No. 4 (Part), 4 (Part), Survey No. 111, Hissa No. 3 (Part), 3 (Part), 9, 13, 14, Survey No. 127, Hissa No. 2 (Part), Survey No. 352, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No.II (Virar).

[Signature]

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SCHEDULE C
TITLE CLEARANCE REPORT

THIS IS TO CERTIFY THAT I have investigated the title of
N.A. land bearing :-



- a) Survey No. 110, Hissa No.4 (Part), admeasuring 900 Square metres, Survey No. 111, Hissa No.3 (Part), admeasuring 2350 Square metres, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No.II (Virar) belonging to 1) Mr. Narayan Hari Raut, 2) Mr. Dattatraya Hari Raut.
- b) Survey No. 110; Hissa No.4 (Part), admeasuring 410 Square metres, Survey No. 111, Hissa No.3 (Part), admeasuring 2380 Square metres, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No.II (Virar) belonging to 1) Mr. Jagdish Bhaskar Raut, 2) Smt. Anibai Bhaskar Raut, 3) Jayanti Hiraji Raut, 4) Shakuntala Hareshwar Raut, 5) Pushpa Ramchandra Raut, 6) Sumati Ramchandra Raut, 7) Bharati Hiraji Raut, 8) Shaila Hiraji Raut, 9) Thakubai Sakharam Vartak, 10) Kusum Vasudeo Raut.
- c) Survey No. 111, Hissa No. 9, admeasuring 1190 Square metres, Survey No. 127, Hissa No. 2 (Part), admeasuring 7880 Square metres, Survey No. 352, admeasuring 5770 Square metres, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No.II (Virar) belonging to 1) Mr. Narayan Pilaji Chaudhari, 2) Bhima Kashinath Raut, 3) Smt. Padmibai Madan Chaudhari, 4) Smt. Geeta Jaywant Patil, 5) Kamal Govind Chaudhari, 6) Prakash Govind Chaudhari, 7) Hemant Govind Chaudhari, 8) Meena Bhalchandra Vartak, 9) Megha Prakash Kawali, 10) Krushna Parshuram Chaudhari, 11) Mr. Jaywant Kashinath Chaudhari, 12) Vandana Kashinath Chaudhari, 13) Rekha Kashinath Chaudhari alias Rekha Pravin Chaudhari, 14) Banibai Kashinath Chaudhari, 15) Smt. Shaila Kamalakar Chaudhari, 16) Mr. Shashikant Kamalakar Chaudhari, 17) Hirubai Narsinha Chaudhari, 18) Vilas Narsinha Chaudhary, 19) Vandana Narsinha Chaudhary Alias Mrs. Vandana Vijay Mhatre, 20) Krishna Narsinha Chaudhary.
- d) Survey No. 111, Hissa No. 13, admeasuring 450 Square metres, lying being and situate at Village VIRAR, Taluka Vasai, District Thane, within the area of Sub-Registrar Vasai No.II (Virar) belonging to 1) Mr. Narayan Hari Raut, 2) Mr. Dattatraya Hari Raut, 3) Mr. Jagdish Bhaskar Raut, 4) Smt. Anibai Bhaskar Raut, 5) Jayanti Hiraji

Shankar
W. Patil

Raut, 6) Shakuntala Hareshwar Raut, 7) Pushpa Ramchandra Raut, 8) Sumati Ramchandra Raut, 9) Bharati Hiraji Raut, 10) Shaila Hiraji Raut, 11) Thakubai Sakharam Vartak, 12) Kusum Vasudeo Raut.

e) Survey No. 111, Hissa No. 14, admeasuring 380 Square metres, lying being and situate at Village VIRAR, Taluka Vasai District, Thane, within the area of Sub-Registrar Vasai No II (Virar) belonging to 1) Maganldas Ramdas, 2) Hari Laxman Mhatre.

By an Development Agreement dated 6th February 2003 entered into by and between 1) Smt. Anibai Bhaskar Raut, 2) Mr. Jagdish Bhaskar Raut, 3) Jayanti Hiraji Raut, 4) Shakuntala Hareshwar Raut, 5) Pushpa Ramchandra Raut, 6) Sumati Ramchandra Raut, 7) Bharati Hiraji Raut, 8) Shaila Hiraji Raut, 9) Thakubai Sakharam Vartak, 10) Kusum Vasudeo Raut (therein called "The Owners") of the First Part and Mr. Vilas Damodar Chorghe (therein called "The Developer") of the Second Part, the said Smt. Anibai Bhaskar Raut and others have agreed to grant the development right in respect of land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R. 0-23-8, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13 to Mr. Vilas Damodar Chorghe, on the terms and conditions mentioned in the said agreement.

By an Agreement for sale dated 15th July 2002 entered into by and between 1) Mr. Dattatraya Hari Raut, 2) Mrs. Kusum Dattatraya Raut, 3) Mr. Charan Dattatraya Raut (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchaser") of the Second Part, the said Mr. Dattatraya Hari Raut and others have agreed to sell their 1/2th share in land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R. 0-23-8, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 2nd January 2003 entered into by and between Mr. Narayan Hari Raut (therein called "The Owner") of the First Part and Mr. Vilas Damodar Chorghe (therein called "The Developer") of the Second Part, the said Mr. Narayan Hari Raut has agreed to grant the development right in respect of his 1/2th share in land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R. 0-23-8, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13 to Mr. Vilas Damodar Chorghe, on the terms and conditions mentioned in the said agreement.

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By an Agreement for sale dated 14th January 2003 entered into by and between Mr. Vilas Damodar Chorghe (therein called "The Vendor") of the First Part and M/s. Viva Shelter (therein called "The Purchaser") of the Second Part, the said Mr. Vilas Damodar Chorghe has agreed to sell 1/2th share in land bearing Survey No. 110, Hissa No. 4 (Part), admeasuring H.R. 0-04-1, Survey No. 111, Hissa No. 3 (Part), admeasuring H.R. 0-23-8, the land admeasuring H.R. 0-02-25, out of Survey No. 111, Hissa No. 13 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

Hissa No. 3
H.R. 0-02-25
on the terms
02/01/2003
V. S. S.

By an Agreement for sale dated 15th July 2002, entered into by and between 1) Mr. Mangaldas Ramdas, 2) Mr. Hari Laxman Mhatre (therein called "The Owners") of the First Part and M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said 1) Mr. Mangaldas Ramdas, 2) Mr. Hari Laxman Mhatre have agreed to sell the said land to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Agreement for Sale dated 9th March 2002 entered into by and between 1) Mr. Narayan Pilaji Chaudhari, 2) Mrs. Tara Narayan Chaudhari, 3) Bhima Kashinath Raut, 4) Smt. Padmibai Madan Chaudhari, 5) Smt. Geeta Jaywant Patil, 6) Suvidha Jaywant Patil, 7) Mr. Subodh Jaywant Patil, (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Mr. Narayan Pilaji Chaudhari and others have agreed to sell their 2/3rd share in land bearing Survey No. 127, Hissa No. 2 (Part), admeasuring H.R. 0-78-8, Survey No. 352, admeasuring H.R. 0-57-7, to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 20th January 2003 entered into by and between 1) Mr. Jaywant Kashinath Chaudhari, 2) Vandana Kashinath Chaudhari, 3) Rekha Kashinath Chaudhari, alias Rekha Pravin Chaudhari, 4) Banibai Kashinath Chaudhari (therein called "The Owners") of the First Part and M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Mr. Jaywant Kashinath Chaudhari and others have agreed to grant the development right in respect of their 1/3rd share in land bearing Survey No. 111, Hissa No. 9, admeasuring H.R. 0-11-9, Survey No. 127, Hissa No. 2 (Part), admeasuring H.R. 0-78-8, Survey No. 352, admeasuring H.R. 0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Development Agreement dated 23rd January 2003 entered into by and between 1) Kamal Govind Chaudhari, 2) Prakash Govind Chaudhari, 3) Bharati Prakash Chaudhari, 4) Priyanka Prakash Chaudhari, 5) Chinmay Prakash Chaudhari, 6) Hemant Govind

Boalanek
U. f. h.

Chaudhari, 7) Smita Hemant Chaudhari, 8) Meena Bhalchandra Vartak, 9) Megha Prakash Kawali (therein called "The Owners") of the First Part and M/s. Viva Shelter (therein called "The Developers") of the Second Part, the said Kamal Govind Chaudhari and others have agreed to grant the development right in respect of their 1/3rd share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R. 0-11-9, Survey No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Agreement for sale dated 2nd July 2003, entered into by and between 1) Smt. Shaila Kamalakar Chaudhari, 2) Mr. Shashikant Kamalakar Chaudhari (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Smt. Shaila Kamalakar Chaudhari and others have agreed to sell their 1/3rd share, out of 1/3rd share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R. 0-11-9, Survey No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Agreement for sale dated 2nd July 2003, entered into by and between 1) Hirubai Narsinha Chaudhari, 2) Vilas Narsinha Chaudhary, 3) Vandana Narsinha Chaudhary Alias Mrs. Vandana Vijay Mhatre (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Smt. Hirubai Narsinha Chaudhari and others have agreed to sell their share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R. 0-11-9, Survey No.127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7, along with other land, to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Agreement for sale dated 8th August 2003, entered into by and between 1) Krushna Parshuram Chaudhari, 2) Vasanti Krushna Chaudhari (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchaser") of the Second Part, the said Krushna Parshuram Chaudhari and others have agreed to sell their 1/3rd share, out of 1/3rd share in land bearing Survey No. 111, Hissa No.9, admeasuring H.R.0-11-9, Survey No.127, Hissa No.2 (Part), admeasuring H.R.0-78-8, Survey No.352, admeasuring H.R.0-57-7 to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

By an Agreement for Sale dated 14th August 2003, entered into by and between 1) Rajani Dinanath Vartak, 2) Poonam Sanjay Vartak, 3) Nayana Sachin Raut, 4) Kanchan Amul Vartak, 5) Pratiksha Dilip

S. Kamalakar
W. J. Patil

Vartak (therein called "The Vendors") of the First Part and M/s. Viva Shelter (therein called "The Purchasers") of the Second Part, the said Smt. Rajani Dinanath Vartak and others have agreed to sell their 1/3rd share, out of 1/3rd share in land bearing Survey No. 111, Hissa No. 9, admeasuring H.R.0-11-9; Survey No. 127, Hissa No. 2 (Part), admeasuring H.R.0-78-8, Survey No. 352, admeasuring H.R.0-57-7 along with other land to M/s. Viva Shelter, on the terms and conditions mentioned in the said agreement.

The land bearing Survey No. 111, Hissa No. 9, Survey No. 127, Hissa No. 2 (Part); Survey No. 352, was applicable under Section 43 of the Bombay Tenancy and Agricultural Lands Act and Mr. Narayan Pilaji Chaudhari and Others obtained the Permission from Sub-2 Divisional Officer Bhiwandi, Bhiwandi Division, Thane bearing Order No. BD/KV/VP/VASAI/SR-12/2003, dated 10/07/2003.

Sub-2
10/07/2003
[Signature]

The land bearing Survey No. 110, Hissa No. 4 (Part), 4 (Part), Survey No. 111, Hissa No. 3 (Part), 3 (Part), 9, 13, 14, Survey No. 127, Hissa No. 2 (Part), Survey No. 352 along with Survey No. 128, Hissa No. 13 have 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-14/2004, dated 16/04/2004.

The Commencement Certificate for layout of proposed Residential with Shopline Buildings and Residential Buildings on land said property obtained from the City and Industrial Development Corporation of Maharashtra Ltd., vide its letter bearing No. CIDCO/VVSR/CC/BP-3362/E/787, dated 15/06/2004.

The Commencement Certificate for the propose Residential with Shopline Buildings and Residential Buildings on land said property obtained from the City and Industrial Development Corporation of Maharashtra Ltd., vide its letter bearing No. CIDCO/VVSR/CC/BP-3362/E/788, dated 15/06/2004.

By an Development Agreement dated 2nd February 2005 entered into by and between M/s. Viva Shelter (therein called "The Vendors") of the First Part and M/s. SHREEGANESH DEVELOPERS (therein called "The Developers") of the Second Part, the said M/s. Viva Shelter have agreed to grant the development right in respect of sanctioned F.S.I. admeasuring 1557.20 Square metres (Built up area) of Building No. 06, F.S.I. admeasuring 2253.48 Square metres (Built up area) of Building No. 07 (total F.S.I. admeasuring 3810.68 Square metres i.e. 41019.00 Square feet (Built up area) together with all balconies and staircases area and the property thereunder together with right to use the garden area and right of way over the roads and other common facilities; out of total F.S.I. approved

[Signature] [Signature]

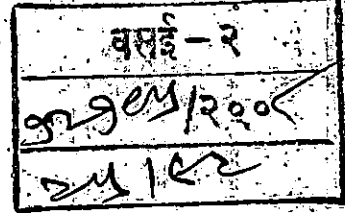
by the CIDCO in the said property to M/s. SHREEGANESH DEVELOPERS, on the terms and conditions mentioned in the said agreement.

I have investigated the title of said land is found clear, marketable and without any encumbrances.

Sd/-

(N.B. DESHMUKH & CO.)

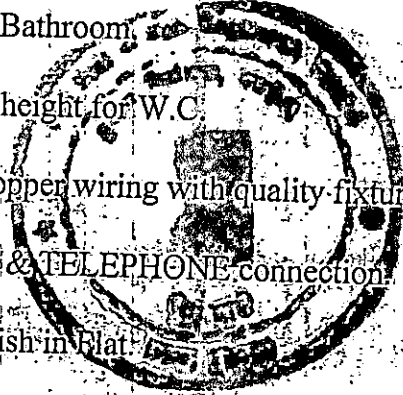
ADVOCATE



SCHEDULE 'D'

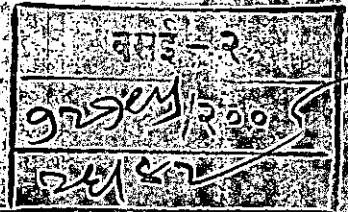
LIST OF AMENITIES

1. Building of R.C.C. framed structure.
2. Wooden and marble frame for doors and windows.
3. Fine finish green marble kitchen platform with stainless steel sink.
4. Decorative main flush door with quality fixtures and night latch.
5. Bakelite Doors for W.C. and Bathroom.
6. Powder coated Aluminium sliding windows fully glazed with tinted 4 m.m. Glass.
7. Spartek flooring for entire flat.
8. Full height glazed tiles in Bathroom.
9. Glazed tiles upto window height for W.C.
10. Electrical fittings using copper wiring with quality fixtures.
11. Provision of CABLE, TV & TELEPHONE connection.
12. Distemper with P.O.P. finish in flat.
13. P.O.P. molding in living room.



N.B. Deshmukh
U. Patil

- 14. R.C.C. loft over Bathroom and in kitchen.
- 15. Concealed plumbing with quality sanitary ware.
- 16. Decorative building/s entrance with name board and mailbox.
- 17. Wash Basin.



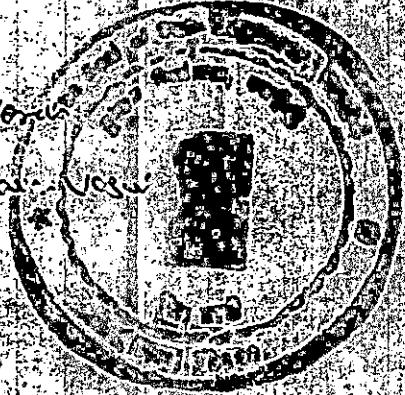
IN WITNESSES WHEREOF THE PARTIES HERETO
 HAVE HEREUNTO SET AND SUBSCRIBED THEIR
 RESPECTIVE HANDS THE DAY AND THE YEAR FIRST
 HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the
 within named "THE BUILDERS"
 M/s SHREEGANESH DEVELOPERS
 a partnership firm,
 in the presence of

[Handwritten signature]

1. *[Handwritten signature]*

Name: *Surya Karthikeyan*
 Address: *Vinayak Nagar, T. Nagar, Chennai*



2. *[Handwritten signature]*
 Name: *Y. R. Parthi*
 Address: *Vinayak Nagar, T. Nagar, Chennai*

SIGNED AND DELIVERED by the
withinnamed "THE PURCHASER/S"
MR. SANTOSH BHIMRAO
SADAMATE

Sadamate

in the presence of.....

1. 

2. *Wati*

वमई - २
१२१०५.००
<i>Sadamate</i>

RECEIVED the day and the year first
hereinabove written of and from the
withinnamed PURCHASER/S, the sum of
Rupees One Lakh only, by way of earnest
money, paid by him/her/them to us by

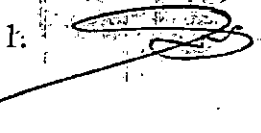
Rs. 100,000/-

Cheque No. 312166, dated 06/03/2008
drawn on M. S. Co-operative Bank Ltd.,
Parel, Mumbai.



WITNESSES

WE SAY WE HAVE RECEIVED

1. 

2. *Wati*

W. Patil
BUILDERS

सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अधिका कर्मशियन कॉम्प्लेक्स, दुसरा मजला, वरिष्ठ (पूर्व), जि. ठाणे ४०९
दूरध्वनी : (कोड - ९५२५०) - २३९०४८६ / २३९०४८७ फॅक्स : (कोड - ९५२५०) २३९०४८६

वसई - २

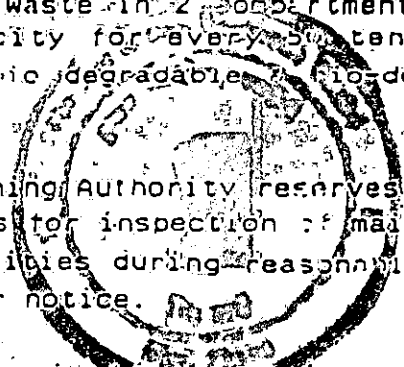
संदर्भ क्र.:

दिनांक

२३/११/२००५
२५/१२

The amended plan duly approved herewith supersedes all the earlier approved plans. The conditions of Commencement Certificate granted vide this office letter No. CIDCO/ SR/CC/BP-3362/E/785 dated 15/06/2004 shall be applicable to this approval of amended plans alongwith the following conditions

- 1) This amended plan is valid for one year from the date of issue of commencement certificate for each building distinctively. The revalidation shall be obtained as per section 48 of MRTP Act distinctively for each building.
- 2) The Occupancy Certificate for the buildings will be issued only after provision of potable water is made available to each occupant.
- 3) Notwithstanding anything contained in the commencement certificate condition it shall be lawful to the planning authority to direct the removal or alteration of any structures erected or use contrary to the provisions of this grant within the specific time.
- 4) You are required to provide solid waste disposal unit at a location accessible to the municipal sweepers, to store/dump solid waste in 2 compartments of 0.67 CUM & 1.33 CUM capacity for every 50 tenements or part thereof for non-bio degradable & bio-degradable waste respectively.
- 5) The Special Planning Authority reserves the right to enter the premises for inspection & maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- 6) You shall submit detailed proposal in consultation with Engineering Department, CIDCO for rain water harvesting and solid waste disposal to treat dry and organic waste separately or as suggested by design department.



निर्देशीय कार्यालय : 'निर्मल', दुसरा मजला, नरीमन पॉइंट, मुंबई - ४०० ०२९. दूरध्वनी : २२०० १९९७ • फॅक्स : ००-९९-२२-२२०२ २५०९
मुख्य कार्यालय : सिडको भवन, सी.वी.डी.-बेलापूर, नवी मुंबई - ४०० ६९७. दूरध्वनी : ५५९९ ८१०० • फॅक्स : ००-९९-२२-५५९९ ८९६६

सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

अंबिका कमर्शियल कॉम्प्लेक्स, दूसरा मजला, वसई (पूर्व), जि. ठाणे ४०५-२१०
दूरध्वनी : (कोड-०२२५८) - २३१०४८६ / २३१०४८७ फॅक्स : (कोड-२२५८) २३१०४६६

संदर्भ क्र.:

दिनांक:

२०/०५/२००५
३०/४२

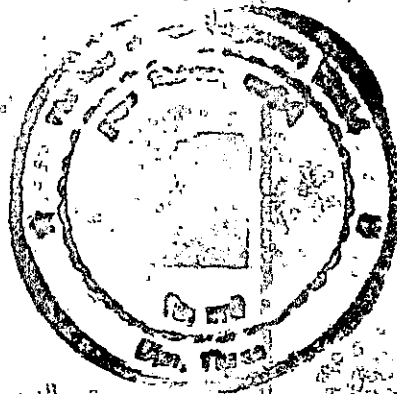
- 7) You shall submit detailed proposal in computerized format to the Engineering Department, CIDCO for sewage treatment plant by way of package treatment plant recycling of water and solid waste disposal through composting/vermiculture project.
- 8) You shall not undertake any further construction work of site office at site in the reservation plot of DDP 1995-1998 and the plinth constructed is to be removed before applying for occupancy certificate.

Yours faithfully,

ASSOCIATE PLANNER / AIPD (E)

c.c. to:

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



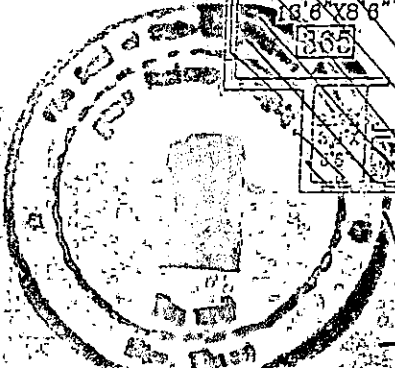
नॉनप्रीफुल कार्यालय : 'निर्मल', दूसरा मजला, नरीमन पॉइंट, मुंबई - ४०० २२०२
मुख्य कार्यालय : सिडको भवन, सी.बी.डी.-बेलापूर, नवी मुंबई - ४०० ६१४ दूरध्वनी : २२०२ २५०९
२५१९ ८०६६

१२
 १२१६५/२००५
 ३०८२

Radwanate

WING (B)

WING (A)



**TYPICAL FLOOR PLAN
(BLDG.NO. 6)**

BUILDERS.
SHREE GANESH DEVELOPERS.
 SHOP. NO. 7,
 MANKU NARAYAN COMPLEX,
 NEAR DOODH DARIYA BLDG,
 VIRAR(E).
 PH- 9822557294, 9822337293

EKDANT
 PROPOSED RESIDENTIAL BLDG. ON PLOT BEARING
 S.NO.110, H.NO.4, S.NO.111, H.NO.3,9,13,14,
 S.NO.127, H.NO.2, S.NO.128, H.NO.13, S.NO.352.
 VIL-VIRAR, TAL-VASAI, DIST-THANE.

EN-CO
 Architectural & Structural Works
 Project Consultants
 G 7/8 "D" WING, SETHI PALACE,
 AMBADI ROAD, VASAI ROAD (WEST)
 PHONE: 95250-336318, 333404
 Email: encon@bom5.vsnl.net.in

B.P.NO.3362 SHEET NO.11
BLDG NO.6

PROFORMA II

SHEET

H PLOT (AY OUT, 1ST AND 2ND FLOOR PLAN) OF AREA STATEMENT PARTIC. STAMEN
T. FOR THE ELEVATED FLOOR IS AS SHOWN AND THE LOCAL ORIGIN

LIVING
6.5X2.75

RECEIPT OF PLANS
The amended Plan duly

STAMP

THIS PLAN SHALL NOT BE
CONSIDERED AS APPROVED PLANS

OF COURSE FOR ANY
DISPUTES IN ANY COURT OF
LAW.

approved by a with
supervisor of the other
approved plans.

वसई - २
०२९/१२/२००४
[Signature]

DATE SIGNATURE

Approved as amended in...
Subject to the Conditions mentioned in this
letter No. C/1100/VV of I.A.M.I.B.P. 3362/E/1304
Dated: 15/10/2004

DESCRIPTION

CERTIFICATE OF AREA

THE AREA UNDER CONSIDERATION WAS SURVEYED BY ME ON 15.5.2002 AND THE DIMENSIONS OF THE SIDE ETC. OF
PLANS ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE AREA STATED IN
SHIP / T.P. SCHEME RECORD AND RECORDS DEPT. CITY SURVEY RECORD

Signature of Licensed Surveyor/Engineer
Structural Engineer / Supervisor

ALL PLANS SUBMITTED FOR APPROVAL SATISFY THE SAFETY REQUIREMENTS FOR STRUCTURES BEING
DNE-III IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND UNDERSTANDING.
THE STRUCTURAL DESIGN INCLUDING SAFETY FROM NATURAL HAZARDS HAS BEEN PREPARED BY
ENGINEER AT THE

ORIGINAL COPY
RESIDENTIAL & COMMERCIAL BLDG. ON SINDHU
NO.128 H.NO.13; S.NO.152 COMMERCIAL COMPLEX
VASAI; DIST-THANE
DATE: 15/12/2004

SIGNATURE OF APPLICANT

(P & HOLDER)
RAUT & OTHERS THROUGH
SHRI. HEMANT MHATRE

DATE
12/12/2004

SCALE

SHOWN

DRAWN BY

PLAN

CHECKED BY

Abbir Hussain



EN-CON LICENSED SURVEYOR
Architectural & Structural Works
Project Consultants

G. 7/8 "D" WING, SETHI PALACE, AMB ROAD,
VASAI ROAD (WEST) 401 202
PHONE 912-334318, 333404
E-mail: encon@bamb.vol.net.in