



Handwritten signature/initials

पञ्जाब विधान सभागार केड ऑफे नं. १२७५४
 नाम... डा. वि. वि. डा. वि. वि. डा. वि. वि.
 पते... डा. वि. वि. डा. वि. वि. डा. वि. वि.
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12 OCT 1990

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12 OCT 1990

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THIS AGREEMENT made this 12th day of October 1990
 at Thane, BETWEEN M/S. OMEGA CONSTRUCTIONS, a Partnership
 firm having its office at 1, Laxmi Niwas, Kastruba Road,
 off V.P. Road Mulund Bombay-400 080 hereinafter referred
 to as "The First Party" (which expression shall unless it
 be otherwise repugnant to the context or meaning thereof
 mean and include their heirs, legal representatives,
 executors, administrators or the last surviving partner or
 Partners or successors) of the ONE PART

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AND
 Shri/Smt. ARVIND R. SHAM
 Age about 63 years, residing at 11 Anant chhaya
Joshi Lane, M. G. Road (E.S.D)
Esandwan, Bombay 400077.

_____, hereinafter referred to as "The Second
 Party" (which expression shall unless it be otherwise repugnant

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to the context or meaning thereof mean and include his/her heirs, its legal representatives, executors and administrators) of the OTHER PART:

WHEREAS Krishnasaran D.Bhadani of Jhumritelaiya, Bibh... hereinafter referred to as the said Krishnasaran several... absolutely owns and possesses and otherwise well and... entitled to pieces and parcels of lands, hereditaments... premises situated, lying and being at Panchpakhadi, Thane, Taluka and District Thane, within the limits of the Thane Municipal Corporation and Registrar and Sub-Registrar of Thane and more particularly described in the Part-I of the Schedule written hereinafter referred to as "the said property".

AND WHEREAS the said Krishnasaran along with other adjoining Owners from Bhadani family, have joint right, title and interest in the common roads and possessed and otherwise, well and sufficiently entitled to piece parcels of lands, hereditaments and premises situated, lying and being at Panchpak, Thane, Taluka and District Thane, within the limit of the Thane Municipal Corporation and Registrar and Sub-Registrar of Thane, and more particularly described in Part-I and Part-III of the Schedule I written hereunder.

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AND WHEREAS pursuant to the said order read with the Scheme submitted the said Krishnasaran and other respective owners from Bhadani family inter-alia are entitled to construct buildings by themselves or through their Developers or Builders or Contractor on the said land and to sell the tenaments therein to the members of the Weaker Section of the Society.

AND WHEREAS the said Krishnasaran and other respective owners from Bhadani family have appointed M/s. Unit Aresens, Architects, as their architects, who have prepared the plans and drawing for the proposed project or scheme.

AND WHEREAS the said Krishnasaran and other respective owners from Bhadani family submitted the said plans to the said Corporation for grant of permission to construct building in accordance with the scheme and said order and whereas the said Corporation has accorded its sanction and/or permission by its Permit and Commencement Certificate No. V.P.874 dated 4th September 1980, 14/7/82 and 24/6/83 hereinafter referred to as the said Permit.

AND WHEREAS in furtherance of the desire to complete the Scheme, the said Krishnasaran under an Agreement dated 7.2.81 between him and M/s. Unit Arsen Developers amongst others, on the plot of land admeasuring about 805.56 square meters, and more particularly described in the Schedule written hereunder and hereinafter referred to as the said plot and delineated by Red Colour boundary lines in the plan annexed hereto and whereas under the aforesaid Agreement the said Krishnasaran has put

M/s. Unit Arsen Developers possession, amongst others, of the said plot inter-alia with right to develop the said plot right to execute the scheme and construct buildings thereon, right to sell tenaments together with the land under the structures and land required to be kept open as per D.C. rules, on the basis of outright sale subject to price, size and conditions of the tenaments as specified in the said order and to collect the advance from the buyers;

AND WHEREAS the first party by vertua of the agreement dated 25.11.87 entered into between first party and M/s. Unit Arsen Developers, obtained an absolute right to construct the buildings as per the plan annexed this agreement on plot No. L-1/3 of Sector No. 7 and vide said agreement the first party hold right to sell the residential tenaments in the said building as mentioned in Clause 17 of the said Agreement.

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AND WHEREAS the second party who claims to be members of the Weaker
of Section of the Society, agreed to purchase the flat, being flat no. 35
on the 3rd floor of the said building, consisting of 2 rooms, Kitchen bal-
cony, bath room, W. C. loft and passage approximate built up area of 520
Square feet, inclusive of propertinate area of leanding and staircase
and show by blue colour in the floor plan annexed to this Agreement speci-
fications whereof are detailed in Appendix 'B' annexed hereto, and
to pay the first party the price in stage as set out herein.

NOW THIS AGREEMENT WITNESSETH THAT it is hereby agreed by and between
the parties hereto as follows:-

1. The First Party shall, under normal conditions, construct on the
said plot, more particularly described in Schedule III written hereunder
a building consisting of ground and four upper floor as per the said plans,
designes and specifications seen and approved by the Second Party with
such variations and specifications as the First Party may consider necessary
or may be required by any Public Authority to be made in them or any
of them but so as not to reduce the total area of the said tenaments
the Second Party hereby consents to such variation.

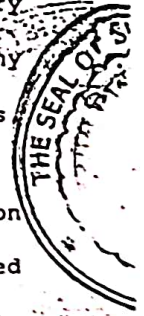
2. The Second Party admits that the first party has given inspection
and made disclosures in general of all the requirements as enumerated
in Section 3 of the Maharashtra Ownership Flats (Regulation of the Promotion
of construction, sale, Management and transfer) Act. 1963 and Rules 3,4
and 5 framed thereunder and in particulars ;

a) Made full and true disclosure of the nature of title of the said
Krishnasaran and/or encumbrances to the said plot on which the said building
is to be constructed/being constructed/constructed and such title to the
land including the said plot having been duly certified by M/s. Ambubhai
and Diwanji, Advocates, Solicitors and Notaries, Bombay (Appendix A).

b) Made full and true disclosure of the nature of fixtures, fittings
and amenities to be provided, particulars as respects the design and the
material to be used in the construction of the said building/premises
(Appendix "B").

c) Given inspection of-

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- 1) Certified copy of the Consent decree passed on 19th March, 1971. in suit no. 221 of 1960 by the Honourable High Court of Judicature at Bombay, Ordinary Original Civil Jurisdiction and other relevent documents.
 - 2) Copy of Development Plan.
 - 3) Form of declaration and guidelines of the scheme under section 21 of the Urban land (ceiling and regulation) Act, 1976.
 - 4) Original Copy of the order issued by competent Authotiy No. ULC/TA/F-62/SR-28 date 25th October, 1979.
 - 5) Plans and Permit sanctioned by the Thane Municipal Corporation.
 - 6) The Original Agreement dated 4/2/81 between the said Krishnasaran and M/s. Unit Aresens Developers.
 - 7) The Original agreement dated 25/11/87 entered in betwen First Party and "Unit Arsens. Developers".

3. The Second party has prior to the execution of this Agreement satisfied himself/herself about the title of the said krishnasaran and rights of the First Party to the said property and he/she shall not be entitled to investigate the title and no requisition or objection shall be raised on any matter relating thereto.

4. The Second Party hereby agrees to purchase the said flat being flat No. 35 on 3rd Floor of the said building, consisting of 2 Rooms, Kitchen Kitchen, balcony, bath room, W.C. loft and passage having approximate built up area of 520 Square feet, inclusive of proprortionate area of landing and staircase and shown by Blue Colour in the floor plan hereto annexed, hereinafter referred to as the said premises, at or for the price of Rs. 46500 (Rupees forty six thousand eight hundred only) particulars of the building and premises are more particularly described in appendix 'B' hereunder written.

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5. The first party has agreed to sell the said premises to the Second Party only upon his/her declaration that he/she or any member of his/her family does not own any dwelling unit in the Thane Urban Agglomeration and affidavit duly made by the Second Party to that effect has been handed over by him/her to the First party.

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6. The Second Party agrees to pay to the first party the said consideration or purchase price of Rs. 46800 as under :-

a) By payment of Rs. 11000/- as deposit or earnest money on the execution of this agreement.

b) By making the following part-payments towards the balance of the purchase price, which part payments shall be made in the manner and by the instalments specified below :

- i) Rs. 8000/- on or before 2nd slab
ii) Rs. 8000/- on or before 3rd slab
iii) Rs. 8000/- on or before 4th slab
iv) Rs. 8000/- on or before 5th slab
v) Rs. 3800/- on or before completed

of the purchase price against delivery of possession of the said premises.

The Second party agrees and admits that the time as aforesaid shall be and is of the essence of the contract.

7. If the Second Party commits default in payment of any of the instalment aforesaid on their respective due-dates, the first party shall be at liberty to terminate this agreement in which event the said deposit or earnest money paid by the Second party shall, however, on such termination, refund to the Second party the instalment of part payments, if any, which may have till then been paid by the Second party to the first party, but without any further amount by way of interest or otherwise and on the first party terminating this Agreement under this clause, the first party shall be at liberty to sell the said premises to any other person, as the first party deem fit, and the Second party shall not be entitled to question such sale or to claim any amount whatsoever from the first party.

8. Without prejudice to their other rights under this Agreement and/or in law, the first party shall be entitled to and the Second party shall be liable to pay interest at the rate of 18 percent per annum on all amounts due and payable by the Second party under this agreement, if such amount remains unpaid on the dates specified hereinabove.

9. The first party shall deliver possession of the said premises to

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Second party after the said premises is ready for use and occupation, provided however all the amounts due by the Second party under this Agreement are paid to the first party. The Second Party shall take possession of the premises within seven days of the first party giving written notice to the Second party intimating that the said premises is ready for use and occupation.

10. The first party shall deliver possession of the said premises to the Second party on or about

The first party shall not incur any liability if they are unable to deliver possession of the said premises by the date aforesaid if the completion of the said building is delayed by reason of non availability of steel and/or cement or other building materials or by reason of War, Civil commotion or strike or lay-off or lockout or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other Public authority and/or of the Court.

for any reason the first party are unable or fail to give possession to the Second party within the date specified in Clause -10 above or within any further date or agreed to by and between the parties hereto,

then and in such case, the Second party shall be entitled to give notice to the first party terminating this Agreement, in which event the first party shall, within four weeks from the receipt of such notice refund to the Second party the aforesaid amount of deposit and the further amounts that may have been received by the first party from the Second party as instalments in part payment in respect of the said premises as well as simple interest on such amounts at the rate of 9 percent per annum from the date of receipt till repayment. In that event neither party shall have any other claim against the other in respect of the said premises or arising out of this Agreement.

12. Upon possession of the said premises being delivered to the Second party the second party shall be entitled to the use and occupation of the said premises. Upon the Second party taking possession of the said premises, the second party shall have no claim against the first party in respect of any item of work in the said building/premises which may be

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alleged not to have been carried out or completed.

13. Commencing a week after notice is given by the first party to the Second party the said premises is ready for use and occupation, the second party shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said plot and the said building/premises in clause-16 hereof.

14. The Second party along with the other flatholders in building shall form them selves into a co-operative Housing society under the provisions of the Maharashtra co-operative societies Act, 1960, which its name, in order of preference as :-

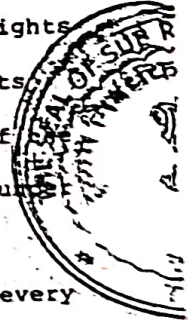
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3)

15. On the Co-operative Housing Society being registered the rights of the Second party as the purchase of the said premises or the rights of its members will be recognised and regulated by the provisions of Maharashtra Co-operative Societies Act, 1960 and the rules thereunder and Resolutions framed by the said Society as the case may be.

16. a) The Second party shall pay regularly by the 5th day of every month a sum of Rs. 250/- every month to the first party until the conveyance of the said building and said plot is executed in favour of the Registered Co-operative Housing Society, as aforesaid, hereinafter referred to as the said Society, and/or till the said building/premises is not separately assessed by the said Corporation, as the case may be and thereafter to the said Society the proportionate share that may be decided by the first party for (i) insurance premium, (ii) all municipal and other taxes and outgoing that may from time to time be levied against the said plot and or the said building or premises including water taxes and water and electricity charges, (iii) outgoings for the maintenance and management of the said building, common lights and other outgoing and collection charges incurred in connection thereof, and more particularly described in Schedule-III written hereunder. The detailed account of such expenses incurred till



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the date of conveyance, shall be maintained by the first party and after giving credit to the total amount of monthly contributions by the Second Party, the Second party shall be entitled to the refund of the balance amount or shall be liable to pay the deficit to the first party.

b) In case security deposit is demanded, by the said corporation for the purpose of giving water connection to the said building/premises or by the Maharashtra State Electricity Board for the purpose of giving electric connection such deposits shall be payable by the Second party and all the flatholders of the building in proportion to thr respective area of the premises. The Second party agrees to pay to the first party within seven days of demand such proportionate share of such deposits.

c) If at any time any development and/or betterment charges or other levy and/or is charged, levied or sought to be recovered by the said Corporation, Government and/or any other Public Authority in respect of the said plot and/or the said building/premises the same shall be the responsibility of the Second party and all the flatholders of the said building and the same shall be borne and paid by the second party and all the flat-holders in proportion to the respective floor area of their respective premises.

d) The Second party shall keep deposited with the first party before taking possession of the said premises a sum of Rs. 2,000/- as deposit towards expenses and outgoings and the legal costs contemplated by clause-33 and 34.

The said sum shall not carry interest and will remain with the first party until the conveyance is executed in favour of the said Society. The amount, if any, after deducting the expenses from the said deposit shall be paid over to the said society.

The Second party shall also keep deposited with the first party Rs. 250/- as the share money and keep Rs. 10/- as application/entrance fee.

17. The Second party shall use the said premises for the purpose of residence only.

18. The fixtures, fittings and amenities to be provided in the said building and in the said premises and the materials to be used in the

construction of the said building and the specifications of the said

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building/ premises are those as set out in the Appendix-B hereunder written and the Second party has satisfied about the design of the said building.

19. The Second party shall from the date of possession maintain the said premises including partition walls, sewers, drains, pipes and appurtenances thereto at his/her own costs in good and tenantable repairs and condition and shall not do or suffer to be done anything in or to the said building of the said premises, staircase and common passages, which may be against the rules or bye-laws of the said Corpn or any other authority nor shall the Second Party change, alter or make additions in or to the said premises or to the building or any part thereof. The Second Party shall be responsible for any breach of this provision.

20. The first party shall be at liberty to sell, assign, transfer mortgage or otherwise deal with the right, title and in the said plot and/or in the said building to be constructed thereon, provided it does not in any way effect or prejudice the rights of the Second party in respect of the said premises.

21. Nothing contained in this Agreement is intended to be not shall constructed to be a grant, demise or assignment in law of the said building premises or said plot, hereditaments and premises or any part thereof.

22. The Second Party shall not sell or transfer the said premises to any other person for a period of 5 years from the date of completion of the said building and/or premises.

23. The Second party shall not let, sub-let, or assign or part with possession his/her interest under or benefit of this Agreement or part with possession of the said premises until all the dues payable by the Second party to the first party under this Agreement are fully paid up and only if the Second party has not been guilty of breach of this Agreement and until the Second party obtains previous consent in writing of the first party and/or the competent authority.

24. In the event any member of the said Society including the second party ceases to be its member on his/her resignation or removal or expulsion from the said society, shall admit new member only upon the order of allotment by the builder.

25. The Second party shall have no claim in, on and over open space,

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parking spaces, etc., either in the said building or the said plot which will remain the property of the first party till the same is transferred to the said society.

26. The Second party shall at no time demand partition of his/her interest, if any, in the said building and the Second party admits that his/her interest, if any, is impartible.

27. The Second party shall from time to time sign all application papers and documents and do all acts, deeds and things as the first party and/or the said society may require for safeguarding the interest of the first party and/or of the said society in the said building.

28. The second party shall observe and preform all the bye-laws and/or the rules and regulations which the said Society at registration may adopt and the additions, alteration or amendments thereof, for protection and maintenance of the said building and the premises therein and for the observance and carrying out of the building Rules and Regulations and bye-laws for the time being of the said Corporation and other local authorities and of the Government and other public bodies. The Second party shall observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses or other outgoings in accordance with the terms of this Agreement.

29. On the completion of the said building and on receipt by the first party of the full payment of all the amounts due and payable to them by the Second party or all the flat-holders of the said building, the first party shall co-operate with the Second party in forming, registering a co-operative Housing Society and when all the amounts due and payable to the first party are paid in full as aforesaid, the said Krishnasaran shall execute the necessary conveyance of the said plot with the said building then standing thereon in favour of the said society, and the first party shall be a confirming party thereto.

30. The first party shall without prejudice to their other rights, in respect of any amount not paid by the Second party, under this Agreement,

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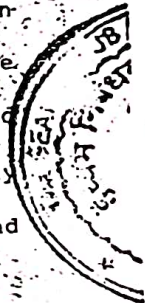
have the first lien and/or charge in, on and over the said building/
premises/ Said plot.

31. The first party shall have right, till the execution of the sale-
deed as aforesaid in favour of the said society, to make additions, alterations,
raise storyes or put up additional structures as may be permitted by the
said Corporation or the competent Authority. Such additions, alterations,
structures and stores shall be the sole property of the first party who
shall be entitled to dispose of any manner and the Second party hereby
consents to the same.

32. In the event of the said Society being formed and registered before
the sale of all the flats in the said building by the first party, the
power and authority of the said society and/or the second party shall
be subject to the overall control of the first party in respect of any
other matters concerning the said building, the construction and completion
thereof and all amenities pertaining to the same and in particular the
first party shall have absolute authority and control as regards the unsold
flats and the disposal thereof on such terms and conditions as they may
deem fit and the same shall be binding on the said Society and the Second
party.

33. The first party shall prepare and/or approve, as the case may be,
the sale deed and all other documents to be executed in pursuance of the
this agreement as also the Bye-laws in connection with the formation Regist-
ration of the said society. All costs, charges including stamp duty and
registration charges and other expenses in connection with the preparation
and execution of the sale deed and other documents and the formation or
registration of the said Society shall be borne shared and paid by the
Second party and all the flat-holders of the said building in proportion
to the respective area of the respective premises and/or paid by the said
society.

34. The stamp duty and registration charges of and incidental to this
Agreement shall be borne and paid by the Second party. The second party
will lodge this Agreement for registration and first party will attend
the office of the Sub-Registrar and admit execution thereof, the after



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the Second party informs them the number which it is lodged.

35. All notices to be served on the Second party as contemplated by this Agreement shall be deemed to have been duly served if sent to the second party under certificate of posting at his address specified below:-

36. Any delay or indulgence by the first party in enforcing the terms of this Agreement or any forbearance or of giving of time to the second party shall not be construed as waiver on the part of first party or any breach or non-compliance of any of the terms and/or conditions of this Agreement by the second party nor shall the same prejudice the rights of the first party.

37. In the event the competent Authority or the Government enhances the rate of Rs. 90/- per sq foot of the built of area to any higher denomination, having regard to the fact of escalation or raise in prices of building material including cement and reinforcement steel then the second party shall pay the consideration or purchase price at such enhanced rate to the first party and in that case the clauses 4 and 6 hereinabove stand modified to the extent.

IN WITNESS WHEREOF the parties hereto have signed and delivered this Agreement the day and the year first hereinabove written.

SIGNED AND DELIVERED

by the withinnamed -

M/S. OMEGA CONSTRUCTIONS

IN the presence of.....

- 1) *Aalish c chabe*
- 2)

For: OMEGA CONSTRUCTIONS,

Partner K/R

Partner
First Party

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SIGNED AND DELIVERED By the
withinnamed SECOND PARTY
SHRI/s/rt. Arvind R.
SHAH

in the presence of

- 1) Aalish c chad
- 2)

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SECOND PARTY

Arvind R. Shah



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SCHEDULE I

PART I

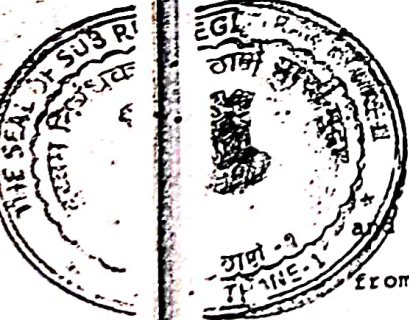
Pieces and parcels of lands, hereinditaments and premises severally and absolutely own and possess by the said Krishnasaran and situated, lying and being at Panchpakhadi; Thane Taluka and District Thane, within the limits of the Thane Municipal Corporation and Registration and Sub-Registration Thane and more particularly described as under:-

S.NO.	Acre	AREA	
		Gunthas	Square mtrs.
429	0	05	531=00
430	7	01	28,480=00
485	0	16 3/4	1,669=00
	7	22 3/4 Total	30,680=00

PART II

Pieces and parcels of land, hereditaments and premises jointly own and possessed by the said Krishnasaran and the other adjoining owners from Bhandani family as common roads, situated, lying and being at Panchpakhadi; Thane Taluka and District Thane within the limits of The Thane Municipal Corporation and Registrar and Sub-Registrar, Thane and more particularly described as under :-

Sl. No.	AREA	
	Sq. Yards	Sq. Metres.
428 PART	208.00	173.88
485 PART	1074.00	897.86
429 PART	656.00	548.41
430 PART	4077.00	3408.37
434 PART	1253.00	1047.50
433 PART	1238.00	34.96
432 PART	563.00	470.66
TOTAL	9069.00	7581.64

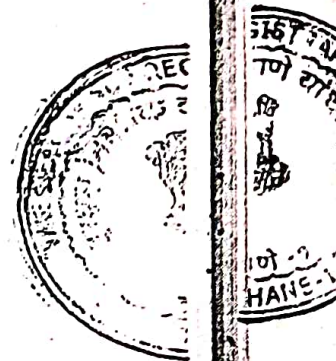


SCHEDULE II

Pieces and parcels of lands, hereditaments and premises and severally and absolutely owned and possessed by the said Krishnasaran and situated, lying and being at Panchpakhadi, Thane, Taluka and District Thane, within the limits of the Thane Municipal Corporation and Registrar and Sub-Registrar, Thane and more particularly described as under :-

<u>SL. NO.</u>	<u>SQ. METERS.</u>	
430 PT	9658-07	Not affected by the Development plan.
	7581-64	Joint interest in common road.
	3506	Joint interest in the road with Rajatkumar and others

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For: OMEGA CONSTRUCTIONS,

Rohini KS

Partner
First Party

Second Party

Anil A. Patil

Dr

PART III

Pieces and parcels and lands, hereditaments and premises owned and possessed by the said Krishnasaran along with Rajatkumar and others as common road, situated, lying and being at Panchpakhadi, Thane, Taluka and District Thane, within the limits of the Thane Municipal Corporation and Registrar and Sub-Registrar, Thane and more particularly described as under :-

<u>S. NO.</u>	<u>Square meters</u>
430 PT	3506-00
TOTAL	3506-00



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For: OMEGA CONSTRUCTIONS,

Rohit K

Partner
First Party

Second Party

Arvind R. Sur

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SCHEDULE III

Piece and parcel of land out of lands described in Schedule-I being a Plot No. L-1/3 as described in the sanctioned Municipal Plan, 149-6" in length and 58.0" in which admeasuring about 805.56 square meters in Sector 7 and more particularly delineated by Red colour boundary lines in the plan annexed hereto.

For: OMEGA CONSTRUCTIONS,

Subramaniam KR

Partner
First Party

Second Party

Arvind A. S

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SCHEDULE IV

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and particularly the roof, gutters and rain water pipes of the building, water pipes, gas pipes, electric wiring in, under or upon the building and maintenance of landings and staircase of the building used and enjoyed by the second party in common with the other flat-holders.
 2. The costs of cleaning and lightening and landing staircases and other parts of the building as used and enjoyed by the second party in common as aforesaid.
 3. The costs of working and maintenance of lights and other light and service charges.
 4. The costs of the staircase of clerks, bill collections, sweepers, kidars etc.
 5. All taxes, rates, cess and charges levied or to be levied by the Thane Municipal Corporation, Town planning Authority or Government or any other local authority including the department and betterment charges.
 6. Insurance of the building.
- Such other expences as are necessary or incidental for the maintainance and upkeep of the building, internal access roads etc.

For: OMEGA CONSTRUCTIONS,

Ratna KR

Partner
First Party

Second Party

Prudhvi R. Prudhvi

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ANNEXURE " A "

AMBUBHAI & DIWANJI
Advocates, Solicitors & Notaries

Lentin Chambers,
Dalal Street,
Fort,
BOMBAY-400 023.

Date : 17, June '81

TO WHOMSOEVER IT MAY CONCERN.

Ref. : Property situate at village Panchpakhadi, Thane, Dist. Thane bearing S. Nos. 428 pt. 429 pt. 423 pt. 433 pt. 434 pt. 431 pt. and 485 pt. belonging to Shri Krishnasaran Darshanram Bhandari.

THIS IS TO CERTIFY that we have investigated the title of Shri Krishnasaran Darshanram Bhandani to the following property and have taken necessary searches in the office of sub-Registrar of Thane.

Shri Krishnasaran Darshanram Bhandani severally and absolutely owns the property more particularly described as under:

S. NO.	Area Acre	Gunthas	Sq. Meters.
429 PT	0	05	531-00
430 PT	7	01	28,480.00
458 PT	0	16 3/4	1,669.00
	7	22 3/4	30,680.00

Shri Krishnasaran Darshanram Bhandani along with (1) Shri Damodar Prasad Bhandani (2) Shri Surendra Kumar Jhari Ram Bhandani, (3) Smt. Sarojdevi Vijaykant Lall, (4) Shri Rajat Kumar s/o Late Shri Sant Sharan Darshan Ram Bhandani and others, (5) Shri Deo Narayan Bhandhan Ram Bhandani (6) S Shri Shiv Narayan Bandhan Ram Bhandani, (7) Shri Dhrub Narayan Bandhan Ram Bhandani and (8) Shri Ravindra Kumar Bhandani jointly owns the property as common road and more particularly described as under :

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<u>S.NO.</u>	<u>Area Square Yeards.</u>	<u>Square Meters</u>
428 Pt.	208.00	173.88
405 Pt.	1074.00	897.06
429 Pt.	656.00	548.41
430 Pt.	4077.00	3408.37
434 Pt.	1253.00	1047.50
433 Pt.	1238.00	1034.96
432 Pt.	563.00	470.66
	<hr/>	
	9069.00	7581.64
	<hr/>	

Shri Krishnasaran Darshanram Bhadani with Rajatkumar Santsaran Bhadani others jointly owns the property as common road and more particularly described as under.:

<u>S. NO.</u>	<u>Area Sq. Meters.</u>
3506 Pt.	3506=00
	<hr/>
	3506=00
	<hr/>

In our opinion the title of the said Shri Krishnasaran Darshanram Bhadani to the above property is marketable and free from all encumbranc

Dated this 17th day of June 1981.

For: M/s. Ambubhai and Diwanji.

sd/-
PARTNER.

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SPECIFICATIONS AND PARTICULARS OF THE BUILDING AND PREMISES.

Building shall consist of a ground floor and 4 upper floors with sloping roof slab on top. Each floor shall have 8 tenements with two staircases leading to the upper floors upto the 4th floor level.

The building shall consist of 40 tenements out of which 19 tenements shall be of two rooms, kitchen, balcony, otla, bathroom, w.c. and passage, each admeasuring about 520.00 Square Feet inclusive of proportionate area of landings and staircases, hereinafter called as tenements A, and 20 tenements shall be of room, kitchen, balcony, otla, bathroom, w.c. and passage each admeasuring about 410.00 Square feet, inclusive of proportionate area of landings and staircases, hereinafter called as tenements B, and 1 tenements shall be of one room kitchen, otla, bathroom, w.c. and passage admeasuring about 440.00 Square feet inclusive of proportionate area of landings and staircase hereinafter called as tenement B-1.

(a) PARTICULARS OF TENEMENT 'A'

- i) LIVING ROOM :- room will be about 12'-0" in length and 10'-0" in width.
- ii) BED ROOM :- room will be about 10'-6" in length and 10'-0" in width.
- iii) KITCHEN :- room will be about 10'-0" in length and about 8'-3" in width with nahani 3'-0" in length and 3'-0" in width.
- iv) BALCONY :- will be about 10'-0" in length and about 4'-0" in width.
- v) BATH :- will be about 6'-6" in length and about 4'-0" in width.
- vi) W.C. :- will be about 4'-0" in length and 3'-0" in width
- vii) PASSAGE :- about 4'-9" in length and 4'-0" in width.
- viii) LOFT :- shall be provided over bath.
- ix) AREA OF COMMON SERVICES :- staircases including floor landings about 26=00Sq.Ft.

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(b) PARTICULARS OF TENEMENTS 'B'

- i) LIVING ROOM :- room will be about 12'-0" in length and 9'-6" in width.
- ii) KITCHEN :- room will be about 12'-0" in length and 8'0" in width with nahani 3'-0" in length and 3'-0" in width.
- iii) BALCONY :- will be about 9'-6" in length and about 4'-0" in width.
- iv) BATH :- will be about 6'-0" in length and about 4'-0" in width.
- v) W.C. :- will be about 4'-0" in length and 3'-0" in width.
- vi) PASSAGE :- about 3'-0" in length and 7'-6" in width.
- vii) LOFT :- shall be provided over bath.
- viii) AREA OF COMMON SERVICES :- staircase including floor landings about 26=00 Square Feet.

(c) PARTICULARS OF TENEMENT 'B-1'

- i) LIVING ROOM :- room will be about 12'-0" in length and 10'-0" in width.
- ii) KITCHEN :- room will about 12'-3" in length and 10'-0" in width.
- iii) BALCONY :- will be about 10'-0" in length and 4'-0" in width.
- iv) BATH :- will be about 6'-6" in length and 4'-0" in width.
- v) W.C. :- will be about 4'-0" in length and 3'-0" in width.
- vi) PASSAGE :- about 4'-9" in length and 4'-0" in width.
- vii) LOFT :- shall be provided over bath.
- viii) AREA OF COMMON SERVICES :- staircase including floor landings about 26=00 Square Feet.

(d) AMENITIES

- i) Over-head water tank shall be provided over both the staircases having sufficient capacity.
- ii) Suction tank with pump room and one pump of required capacity shall be provided with sufficient capacity.

(e) BUILDING :- will be about 122'-0" in length and about 33'-0" in width and about 50'-0" in height

(f) AREA OF LAND UNDER BUILDING

:- will be about 122'-0" in length and 33'-0" in width.



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(g) APPURTENANT LAND REQUIRED TO BE KEPT OPEN AS PER D.C. RULES :-

about minimum 12'-6" towards NORTH.
about minimum 15'-0" towards SOUTH.
about minimum 12'-6" towards EAST.
about minimum 12'-6" towards WEST.

(h) AREA OF LAND UNDER THE BUILDING TOGETHER WITH THE LAND REQUIRED TO BE KEPT OPEN :-

minimum 149'-6" in length and about 58'-0" in width.

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For: OMEGA CONSTRUCTIONS

Rabindra Kumar

Partne
First Party

Second Party

Arvind A. Singh

am

APPENDIX - 'B'

PART II

1. SPIERSTRUCTURE FRAME :

R.C.C. columns, floor beams and floor slab at about 9'-6" top to top height shall be casted in 1:2:4 cement concrete with thickness and sizes and M.S. Reinforcement as per consulting Engineer's Drawings with roof slab sloping at both sides of shorter sides of the building properly cured and finished.

2. PARTITION WALLS :

- a) External walls of the building will be of 9" thick brick masonry or 4½" thick cement concrete blocks in 1:6 cement mortar properly cured.
- b) Internal walls of the building will be of 4½" thick masonry or 2½" thick cement concrete blocks in 1:6 cement mortar properly plumbed and cured

DOORS :

There will be 3 types of doors as mentioned below with frame size carved out of 4½" X 2½" country wood properly plained with 1" thick shutters of flush type or country wood panells. All work to be coloured with 3 coats of oil paints of attractive shade.

Entrance Door

Internal Door

Toilet Door

3'-3" X 7'-0"

3'-0" X 7'-0"

2'-6" X 6'-6"

4. WINDOWS :

There will be 3 types of Windows as mentioned below with two having frame sized carved out of 4" X 2½" country wood properly plained with 1½" thick partly glazed shutter having painted with 3 coats of oil paint of attractive shades.

Windows for Rooms

For Kitchen

For Toilet

4'-0" x 4'-0"

4'-0" x 3'-6"

(RCC Grill)
2'-0" x 2'-0"

All the fittings and fixtures for doors and windows will be of best quality aluminium with 5/8" Dia M.S. bars for windows as safety bars ;

5. PLASTERING :

- a) All external surfaces of R.C.C. members and brick walls will be sandfaced

cement plastered in 1:6 and will be coloured by 3 coats of colour wash.

b) Internal surfaces of R.C. members and brick walls will be cement plastered in 1:6 with coat of neroo and coloured in coats of white wash.

6. FLOORING :

All the floors of rooms, kitchen, balconies, passages baths and W.C.s along with staircase steps and landing will be finished with 1½" thick, Indian Patent Stone, 1½" thick, properly laid to necessary slopes in 1:2:4 mix finished smoothly and chequered marked to resemble as Tiles.

7. PLUMBING :

a) All the plumbing work in the building will of ½" B Class G.I. Pipe properly fitted with clamps, unions, bends etc.

b) All connections will be given through overhead water storage tank to insure almost 24 hours water supply. This overhead water tank will be connected to the suction tank on the ground floor through 2 H.P. Electric Pump.

c) All taps and bib taps will be of brass metal.

d) Kitchen will be provided with one tap in nahani, w.c. and bath have one tap each respectively.

8. SANTITATION :

a) Each building will have their individual septic tank and soak pit for disposal of soil waste.

b) Each W.C. will be fitted with W.C. Pan of 25" in length and will be connected to flushing tank fitted above.

c) Soil down take pipes will be of asbestos pipe with necessary fittings.

d) All plumbing will be done in accordance with the Thane Municipal Corporation Rules and Regulations.

"ELECTRICAL WORK"

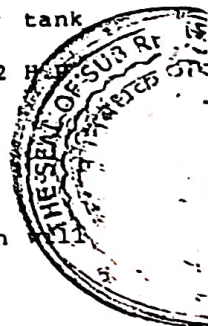
The party of the First part will be required to carry out and complete the Electric Installation and get the same connected by Electric Supply Company and handover the same in perfect complete working order.

1) Mains of every meter will be carried separately for separate meters for light to each tenement by the Party of the First Part. Light points

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wiring shall be of I.S.I. grade Indian Wires of approved make.

2) The following materials should be used in the works :-

i) Aluminium Wiring in the mains for lighting of super grade 3/20 PVC.

ii) Light points aluminium Wiring Super grade 1/18 PVC to PVC.

iii) Black boards, Ceiling roses, etc.

iv) Conduites shall be of 16 gauge " diameter of approved make. Clips of 32 gauge.

v) Main switches for lighting I.O.D.P. New Amps.

vi) Piano type Switches.

3) Each staircase, entrance lights shall have one meter. All the meters shall be fixed on the ground floor as shown on site, with the required sizes and approved designs pucca country wood, cupboards with doors, All electric works shall be carried out as required by the Licensing Electric Department.

4) The work shall be carried out by a licensed electric contractor with the approval of the Architect and as per rules and regulations on the Maharashtra Electricity Board.

5) The lighting load shall be distributed as per necessary number of circuits and as directed.

6) The lighting, fan, plug shall be provided in the tenements as given below :-

No.	Name	Light Point	Fan Point	Plug Point
1.	Hall	1	1	1
2.	Bedroom	1	1	1
3.	Kitchen	1	-	-
4.	Bath & W.C.	1 (Common.)	-	-
5.	Staircase on every floor	1	-	-

7. One light point shall be provided each for main entrance of building and pump room.

8. The light points will be provided at two corners of the building as directed.

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9. All the permanent deposits are payable by the party of the SECOND PART and all the temporary deposits are payable by the Party of the FIRST PART

FOR OMEGA CONSTRUCTIONS,

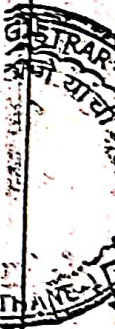
Robert K B

Partner
First Party

Second Party

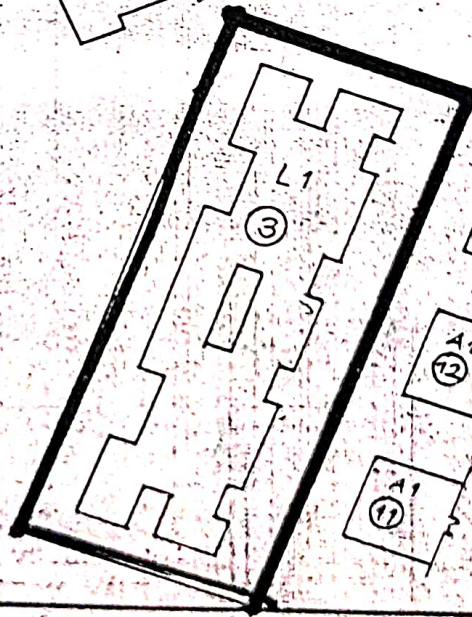
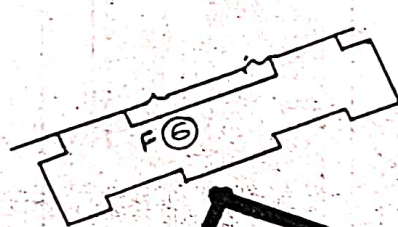
Arvind A. Gul

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PLAN OF PROPERTY BEARING S. NO. 430
AND MUNICIPAL APPROVED BUILDING NO-3
TYPE L1 IN SHREE NAGAR HOUSING
COMPLEX, PANCHPAKADI, THANE.

ADMEASURING ABOUT 805.56 SQ. MTS.
BOUNDARY OF PLOT COLOURED RED
SCALE 1 INCH = 40 FEET.



20' WIDE PATH WAY.

40' WIDE ROAD.

20' WIDE PATH WAY.

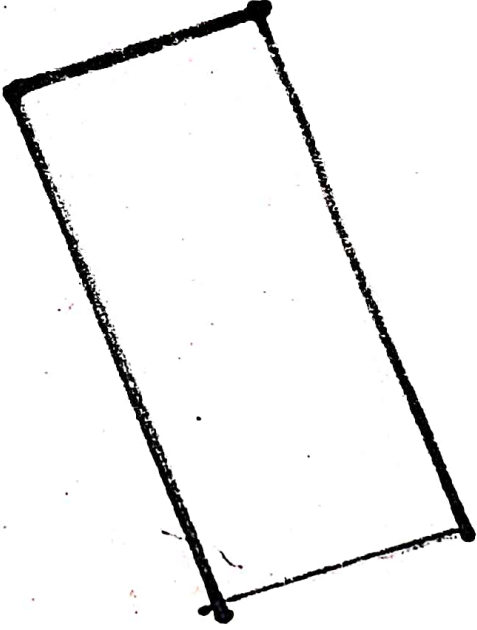
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Robert
FIRST PARTY

Arundha

9. All the permanent deposits are payable by the party of the SECOND

and all the temporary deposits



GROUND & FOUR FLOORS

35 (3) 7/2/00 7/2/00 (No. 35)

ND

GROUND + FOUR FLOORS.

BUILDING CONSISTING OF 40 TENEMENTS
12 NOS. 2 ROOM + KITCHEN : 520.00 SQFT.
28 NOS. 1 ROOM + KITCHEN : 410.00 SQFT.

SECTOR NO. 4 SHREE NAGAR
PANCHANUADI, THANE.

FOK

Arvind O. S. W.
FIRST PART SECOND PART

NOTES:
LAST SLAB WILL BE A SLABING. SLAB SORT SIDE
STAIRCASE WILL NOT BE PROVIDED FOR LAST SLAB
STEEL LADDERS WILL BE PROVIDED FOR LAST SLAB.

SCHEDULE OF DOORS & WINDOWS

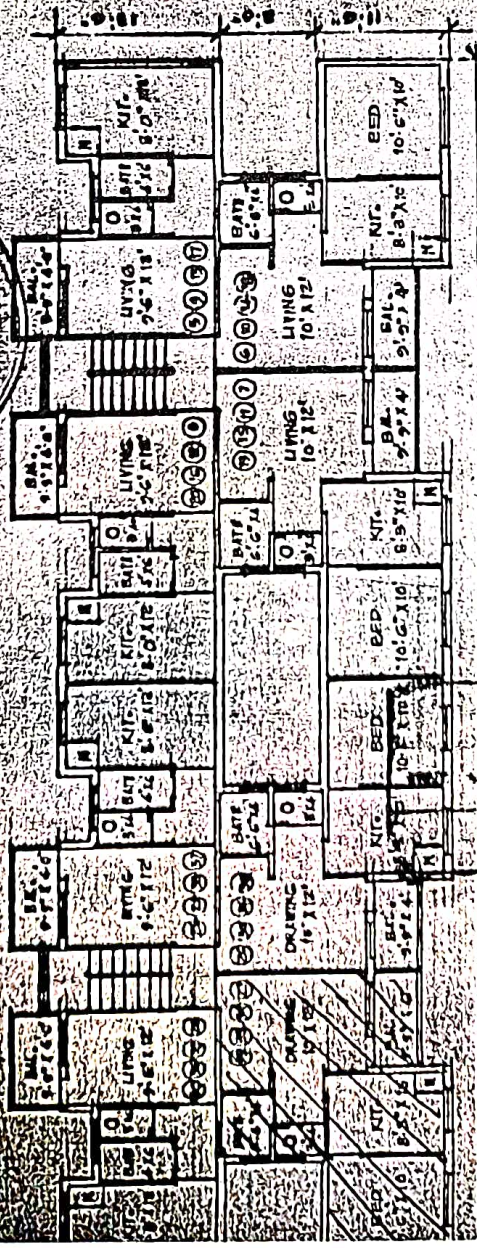
D	35	170	COUNTRY WOOD FRAME, SINGLE PANELLED	- DO	- DO
DI	35	170	- DO	- DO	- DO
DE	212	166	- DO	- DO	- DO
W	10	114	COUNTRY WOOD FRAME, SINGLE PANELLED	- DO	- DO
WI	10	114	- DO	- DO	- DO
WE	2	114	R.C. GLASS	- DO	- DO

UNIT ARSENS
ARCHITECTS

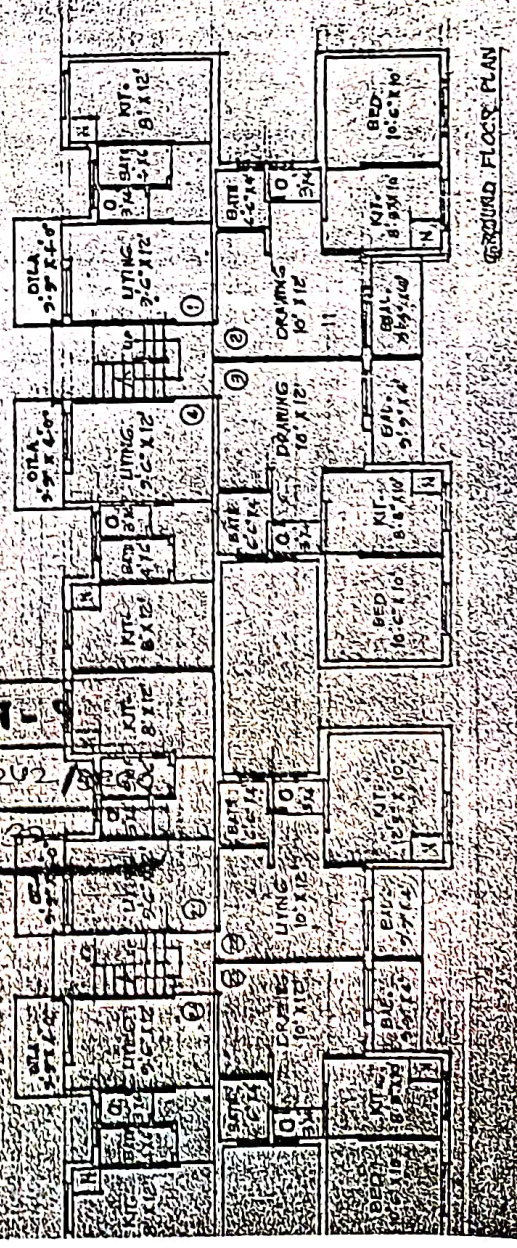
MADHUSAN APARTMENTS, PAN MANSI, ROAD
NAURAPT, THANE - 400 602



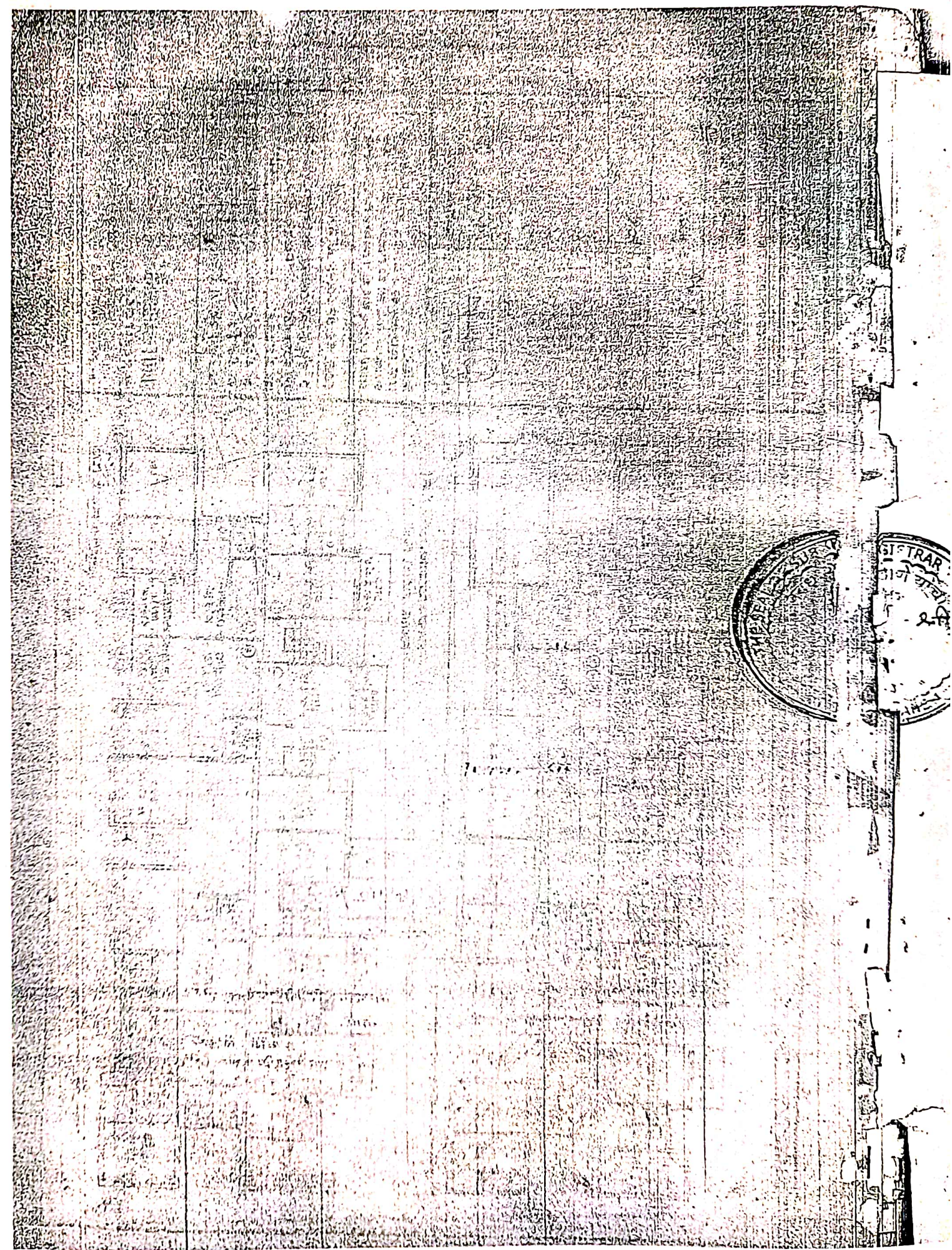
12 Nos. 2 Rooms + Kitch. No. 35



FIRST, SECOND, THIRD AND FOURTH FLOOR PLAN



GROUND FLOOR PLAN



6262/3000
32-32

State Bank of India Ordinance No. 12/1998

Amount of Rs. 2110/- (Two thousand one hundred ten only).
Serials of Rs. 500/- (Five hundred only).
Serial III - BSB vide Challan No. 858 / Dt. 8/12/98
State Bank of India, 865

न्यून आकृति नों. फी. रु. 90801- डुक
हजार सातशे चषीस रु. मात्र चलन रु. 188
दि. 192105 अन्वये कसुल केली.

[Signature]

दुस्यम निबंधक ठाने - 9

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