





कल्याण डोंबिवली महानगरपालिका, कल्याण ~~स्थगित~~

जा क्र. कडोमपा/नरवि/बां प/डों वि/२०१६-१७/४८/१३७

कल्याण डोंबिवली महानगरपालिका, कल्याण

दिनांक - २६/१२/२०१६

सुधारीत बांधकाम परवानगी

पति,  
 मे. बी.जी. पाटील अॅन्ड सन्स तर्फे भागीदार श्री भीम गटलू पाटील व इतर  
 कु.मु.प.धा. श्री. भीम गटलू पाटील व इतर  
 वास्तुशिल्पकार- श्री. शिरीष नाचणे, डोंबिवली(पूर्व)  
 स्ट्रक्चरल इंजिनियर - श्री. आर.अ.ठाकरे, डोंबिवली(पूर्व)

क.ल.न.-५	
दस्त क्र. १३२८३	२०१८
५९	१०२

विषय - स.नं.१२, हि.नं.२(पै), ३अ(पै.) मौजे-नादिवली (पंचानंद) येथे सुधारीत बांधकाम करण्याच्या मंजूरीबाबत.

- संदर्भ - १) आपला दि. २४/०७/२०१७ रोजीचा श्री शिरीष नाचणे, वास्तुशिल्पकार, डोंबिवली(पू) यांचे मार्फत सादर केलेला अर्ज क्र. १७६५६.  
 २) बांधकाम प्रारंभ प्रमाणपत्र पत्र क्र.कडोमपा/नरवि/बां प/डों वि/२०१६-१७/४८, दि. २६/१२/२०१६.

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ तसेच म.प्रा. व न.र. अधिनियम १९६६ चे कलम ४० नमूद स.नं.१२, हि.नं.२(पै), ३अ(पै.) मौजे-नादिवली (पंचानंद) मध्ये १७२०.०० चौ.मी. क्षेत्राच्या भुखंडावर ८५०.९० चौ.मी. क्षेत्रावर सदर्थ क्र. २ अन्वये तळ + पहिला ते चौथा मजला (रहिवास) करिता बांधकाम प्रारंभ प्रमाणपत्र प्रदान करण्यात आले. हीत आता आघेदकाने सदर्थ क्र. २ अन्वये अपेक्षिलेनुसार २३२०.०० चौ.मी. क्षेत्राचे भुखंडावर १६३४.०० चौ.मी. क्षेत्राच्या विकास कक्षक्यास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या दिनांक २४/०७/२०१७ च्या अर्जास अनुसरून हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे रहिवास + वाणिज्य इमारतीच्या बांधकामाबाबत, "सुधारीत बांधकाम परवानगी" देण्यात येत आहे. इमारतीच्या व जागेच्या मालकी हक्कासंदर्भात कुठलाही वाद नसावा झाल्यास त्याला सर्वस्वी आपण जबाबदार राहाल या अटीवर "सुधारीत बांधकाम परवानगी" देण्यात येत आहे.

इमारत - तळ (पै), स्टि्लट (पै) + पहिला मजला ते तिसरा मजला + चौथा मजला (पै) (रहिवास + वाणिज्य)

नगरसंजनाकार, (डों.वि.)

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- हे सुधारीत बांधकाम परवानगी दिल्याचे तारखेपामुन एक वर्षापर्यंत वैध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नवीनकरण नुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अर्जास जोडलेल्या नियमावली व नियोजित विकास योजने अनुषंगाने छाननी करण्यात येईल.
- अर्ज प्राप्त झाल्या रंगाने केलेल्या दुरुस्तीच्या आपल्यावर बंधनकारक राहतील.
- बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ही परवानगी आपल्या मालकीच्या कटजातील जमीनीत्यतिरिक्त अन्य जमीनीवर बांधकाम/विकास करणे किंवा हक्क देणे, इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करणे येईल.
- वाडोभत व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजूर नकाशाप्रमाणे वाडोभतीचे व जोत्याचे बांधकाम कितीही करण्याचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोती पूर्णत्वाकडिलेले" घोष्यात यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- सादर अधिन्यासात कोणत्याही प्रकारचा फरफार पूर्व परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सादरचे बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफटी) जबाबदारी सर्वस्वी आपले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- नकाशात दाखविलेल्या पाठ्यांच्या सख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये तसेच फ्लॉटच्या हद्दीत इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये. (कु.ना.प.)
- मागील जमीन कमाळ मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा बाधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- भुखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे जाणाऱ्या येणाऱ्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.

*Bate*

*Bhushan*

(कु.मा.प)

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Documents to be annexed in this Agreement

- ANNEXURE -A - Copy of Title Report.
- ANNEXURE -B - Copy of Property Card or extract Village Forms VI or VII and XII.
- ANNEXURE -C -1 - Copies of plans & Layout as approved by concerned Local Authority.
- ANNEXURE -C -2 - Copies of plans of the Layout as proposed by the promoters and according to which the Construction of the buildings and open spaces are proposed to be provided for on the said project.
- ANNEXURE -D - Authenticated copies of the plans and Specifications of the said premises agreed to be purchased by the purchaser as approved by the concerned local authority.
- ANNEXURE -E - Specification and amenities for the said premises.
- ANNEXURE -F - Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority Applied for.



*B.A.*

*13/11/2018*

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND  
SUBSCRIBED HIS RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST  
HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

By the within named "PROMOTERS /DEVELOPERS"

M/S B. G. PATIL & SON

*Bhushan*



क.ल.न.-९	
through its Partner	
SHRI. BHUSHAN BHIM PATIL	
दस्त क्र. 932CB	209C
in the presence of .....	
४६	१०२

1) *Bhushan*  
Mr. Umesh C. Diwadkar

*SMB*

2) Sannath M. Bhasale

SIGNED, SEALED AND DELIVERED

By the within named "PURCHASER/S"

SHRI BHIM GATLU PATIL

in the presence of .....

*Bhim*



1) *Bhushan*  
Mr. Umesh C. Diwadkar

*SMB*

2) Mr. Sannath M. Bhasale

*Bhushan*



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### FIRST SCHEDULE

#### (Description of the Property)

All that piece and parcel land lying being and situate at **village Nandivali Tarfe Panchanad Tal.Kalyan, Dist Thane** bearing **Survey No.12 Hissa No.2/1 Survey No.12 Hissa No.3/A** Total admeasuring 2320 Sq. Mtrs.. Within the limits of Kalyan Dombivali Municipal Corporation Registration Dist. Thane and Sub Registration District of Kalyan and bounded as follows :

- On Or Towards The East : As Per Revenue Record
- On Or Towards The West : As Per Revenue Record
- On Or Towards The South : As Per Revenue Record
- On Or Towards The North : As Per Revenue Record

### SECOND SCHEDULE ABOVE REFERRED TO

#### (Description of the Property)

Flat/ shop/ unit bearing number **002**, on the **Ground** floor, area admeasuring **173.09 sq.ft carpet sq.ft** (hereinafter referred to as the said "Premises") in the Of the project called "**NANU PARK** "bearing **Survey No.12 Hissa No.2/1 Survey No.12 Hissa No.3/A** of Revenue **Village Nandivali Tarfe Panchanad** Dombivali (East) 421201 Tal Kalyan, Dist. Thane Situate Within the limits of **KALYAN DOMBIVALI MUNICIPAL CORPORAITON** Dombivali Division within the Registration Dist. Thane and sub Registration Dist. Thane and Dist. Of Kalyan.

*[Handwritten Signature]*



*[Handwritten Signature]*

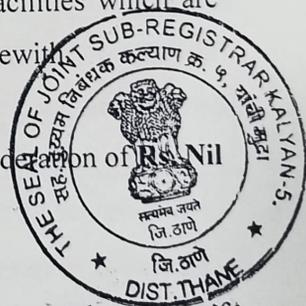
NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT  
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS  
FOLLOWS.

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1(a) The Promoters shall constructed the said building/s presently as per the sanctioned plans and permissions on the said property described in the Schedule hereunder written in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the promoters shall have to obtain prior consent in writing of the purchaser in respect Of variations or modifications which may adversely affect the premises of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(b) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser, the premises being Flat/ shop/ unit bearing number **002**, on the **Ground** floor, area admeasuring **173.09 sq.ft carpet sq.ft** (hereinafter referred to as the said "Premises") in the Of the project called "**NANU PARK** " (herein after referred to as the said "Premises") being constructed on the said property as shown in the Floor plan thereof hereby annexed and marked as Annexure D for the price consideration of **Rs. Nil** including the proportionate prior of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(C) The Purchaser has agreed and assured to pay the total consideration of **Rs. Nil** to the Promoters in the following manner.



(i) Rs.. 10% Paid as advance payment or application fee at the time of execution of this agreement.

(ii) Rs.. 35 % Paid to the promoters on completion of the plinth of the wing in which the said premises is situated.

(iii) Rs. 25% Paid to the promoters on completion of slab of the wing in which the said premises is situated.

*[Signature]*

*Bhushan*

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1

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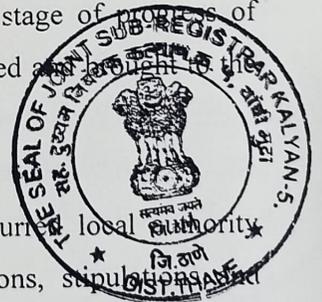
AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the promoters and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as annexure C-2.

AND WHEREAS the authenticated copies of the plans and specification of the premises agreed to be purchased by the purchaser as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

AND WHEREAS the Promoter has registered the Project under the Provisions of the Act. with the Real Estate Regulatory Authority at Mumbai, No P51700014199 Dt, 14/11/2017 Authenticated copy is attached in Annexure E

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time to so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building and the said fact of such stage of progress of construction work., building wise, phase wise is also disclosed and brought to the notice and knowledge of the Purchaser herein.

AND WHEREAS while sanctioning the said plans concurrent with the local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.



AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

*Baha*

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land together with the building constructed thereon in favour of Co-Operative housing society of all those several persons acquiring the respective flats/shops/ units.

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**AND WHEREAS** The Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer to development rights, staircase FSI and all other permissible as per D.C. Rules and Regulations to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation, as well as the Promoters further intent to amalgamate the abutting, adjoining and adjacent amalgamated properties thereby forming a single consolidated holding from time to time and further the Promoters have given the clear inspection of the plans and specification to the Purchasers herein as regards the existing sanctioned building and the further proposed expansion, amalgamation and extension to the said property and the Purchaser/s herein has/ have granted there irrevocable consent for the same.

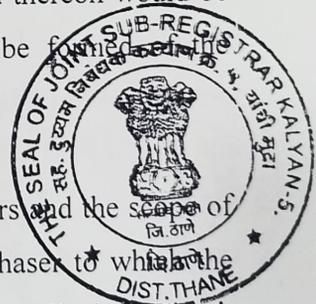
**AND WHEREAS** the said land / property is affected by \_\_\_ Sq. Mtrs wide Road and in terms of plan sanction by Kalyan Dombivli Municipal Corporation Said Property is admeasuring 2320 Sq. Mtrs. on which building of Stilt Plus Ground Plus Four Upper Floor is sanctioned and building/s constructed thereon would be conveyance in favour of Co-Opeartive Housing Society to be furnished in the occupations of said building/s constructed thereon .

**AND WHEREAS** relying upon the above recitals and disclosures and the scope of further and future development being understood by the Purchaser to which the purchaser has granted his/her consent, the purchaser is offered a Flat/ shop/ unit bearing number 002, on the **Ground** floor, area admeasuring 173.09 sq.ft carpet sq.ft (hereinafter referred to as the said "Premises") in the Of the project called "NANU PARK " (herein after referred to as the said "Building") being constructed on the said property.

**AND WHERAS** the Purchaser after going through the entire disclosures the future course of expansion and development and also verifying the site of the

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Sq.Mtrs from said property to and in terms of plan sanction by Kalyan Dombivli Municipal Corporation, Said Property to Kalyan Dombivli Municipal Corporation.

AND WHEREAS property described in **FIRST SCHEDULE OF THE PROPERTY** or he may add more property or develop the 'said land which are adjacent to each other hence developers will develop all the property and construct more than one multistoried building within one compound and provides all common facilities to the said property or the developers may add more property.

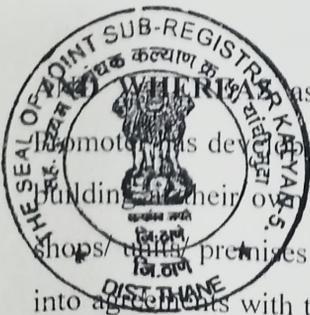
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AND WHEREAS the developers alone has the sole and exclusive right to sell the flats in the said building to be constructed by the developers on the 'said land' and to enter into agreement with the "Flat Purchaser" to received the sale price in respect thereof.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoters is entitled to commence, carry out the construction work of the above referred buildings on said Property, more particularly described in the Schedule-1 hereunder written.

AND WHEREAS in terms of aforesaid Development Agreement and Power Of Attorney thereto the promoters have herein are well and sufficiently entitled to develop the said property and further to sell and/or allot the flats/ shops / office/ units/ premises in the building/s to be constructed on the said property as such price and on such terms and conditions.

AND WHEREAS THE Promoters declares that the above referred agreements permissions and sanction are still, subsisting and completely in force.



AND WHEREAS as per the above recited agreements and permissions, the Promoter has developed the said property and carried out the construction of the building and their own costs and expenses and to dispose of the residential flats/ shops/ units/ premises constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats/ shops/ office/ units/premises to convey the said

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Sq.Mtrs from said property to and in terms of plan sanction by Kalyan Dombivli Municipal Corporation, Said Property to Kalyan Dombivli Municipal Corporation.

AND WHEREAS property described in **FIRST SCHEDULE OF THE PROPERTY** or he may add more property or develop the 'said land which are adjacent to each other hence developers will develop all the property and construct more than one multistoried building within one compound and provides all common facilities to the said property or the developers may add more property.

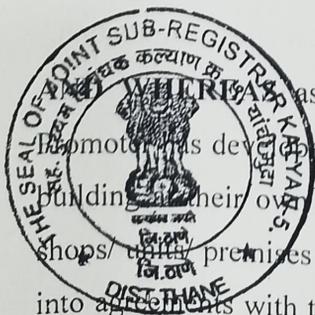
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AND WHEREAS the developers alone has the sole and exclusive right to sell the flats in the said building to be constructed by the developers on the 'said land' and to enter into agreement with the "Flat Purchaser" to received the sale price in respect thereof.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoters is entitled to commence, carry out the construction work of the above referred buildings on said Property, more particularly described in the Schedule-1 hereunder written.

AND WHEREAS in terms of aforesaid Development Agreement and Power Of Attorney thereto the promoters have herein are well and sufficiently entitled to develop the said property and further to sell and/or allot the flats/ shops / office/ units/ premises in the building/s to be constructed on the said property as such price and on such terms and conditions.

AND WHEREAS THE Promoters declares that the above referred agreements permissions and sanction are still, subsisting and completely in force.



as per the above recited agreements and permissions, the Promoter has developed the said property and carried out the construction of the building at their own costs and expenses and to dispose of the residential flats/ shops/ office/ premises constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats/ shops/ office/ units/premises to convey the said

2/11/2018

13/11/18

adjuvant plot executed by the owners Shri. Ramdas Eknath Patil & Others on 15/05/2017 and granted the right to the developers to develop the adjuvant plot as mention above. The said power Of Attorney is registered, in the Office at the Sub-Registrar Assurance at Kalyan -5 on 15/05 2017 under its Serial No. 5177/2017.

Developers by virtue of the said Power Of Attorney, are entitled to develop, the 'Said Land' and deal with and dispose of units in proposed Constructed , on the "Said Land"

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**AND WHEREAS** the building plan has been prepared by Architect **Shri Shirish G. Nachane** and same has been approved in the name of the owners by the Kalyan Dombivli Municipal Corporation vide their letter no. **KDMC/NRV/ BP/DOM-2016-2017-17/48/137 Dtd. 29/09/2017**

The Tahasildar, Kalyan vide their letter No. **Mahasul/T-2/Land Purpose /Conversion /Mouje-Nandivli/SR/283/16/dtd.26/10/2016** to the Developer. As per this letter the Developer has already paid the Conversion Tax to the Government Authority for the "Said Land" as per notification issued by the Government.

The Tahasildar, Kalyan vide their letter No. **Mahasul/T-2/Land Purpose/Conversion Tax/SR-90/17/dtd.13/11/2017** to the Developer. As per this letter the Developer has already paid the Conversion Tax to the Government Authority for the "Said Land" as per notification issued by the Government.

**AND WHEREAS** the " Said Land / Property " is affected by 2320 Sq. Mtrs. Road and in terms of plan sanction by Kalyan Dombivli Municipal Corporation. Said Property is admeasuring 2320 Sq. Mtrs. On which building of Stilt Plus Ground Plus Four Upper Floors is sanctioned

**AND WHEREAS** the Promoters herein have specifically brought to the notice Purchaser/s that "Said Land/ Property" is affected by Road area i.e. \_\_\_\_\_ Sq. Mtrs. Promoters herein have handed over the said area under Road i.e. \_\_\_\_\_

*[Signature]*

*Bhashan*



particularly described in the " **FIRST SCHEDULE OF THE PROPERTY**" written here under (hereinafter referred to as the "said land").

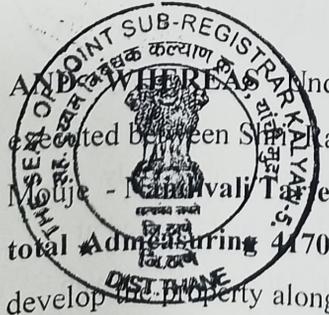
**WHEREAS** Shri. Ramdas Eknath Patil & Others owns & possess absolutely an immovable property being piece and parcel of freehold land lying and situated at : **VILLAGE Nandivali Tarfe Panchanad** sub Registration District of Kalyan

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within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, total area measuring 600 Sq.Mtrs. bearing **New Survey No.12, Hissa No. 3/A** more particularly described in the " **FIRST SCHEDULE OF THE PROPERTY**" written here under (hereinafter referred to as the "said land").

**AND WHEREAS** Under the Development Agreement dated 15/05/2017 executed between Shri. Ramdas Eknath Patil & Others hereinafter referred as 'The Owners' of the one part and the Developers of the other part herein, ' The Owners' has agreed with the Development for the absolute sale to them the " Said land" on the terms & conditions mentioned in the said agreement. Thus ' the owners have given the development rights of the "said land" to the Developers. The said Development Agreement is registered, in the Office of Sub Registrar Assurance at Kalyan -5 on 15/05/2017 under its Serial No 5177/2017. Index II thereof, is issued by the said office.

**AND WHEREAS** the Power Of Attorney is also executed by the owners on dated 15/05/2017 and gives the right to the developers to develop the "Said Land " and construct the buildings thereon the said Power Of Attorney is registered in the Office of the Sub-Registrar assurance at Kalyan 5on 15/05/2017 under its Serial No 5178/2017.



Under the Development Agreement dated **15/05/2017** executed between Shri. Ramdas Eknath Patil & Others owners of the adjusant plot Mouje - Nandivali Tarfe Panchanad Bearing **New Survey No 12 Hissa No. 3/A.** total area measuring **4170 Sq. Mtrs.** Out of which **600 Sq. Mters.** as agreed to develop the property along with the said land . The said Development Agreement is registered. In the Office of Sub- Registrar Assurance at Kalyan -5 On 15/05/2017 under its serial No. 5177/2017 and the Power Of Attorney in respect of

Bhuskar  
*[Handwritten Signature]*

Ward No \_\_\_\_\_ Village - **Nandivali Tarfe Panchanad**

Flat/Shop No. **002, Ground Floor**

**173.09** Sq.Ft . Carpet

Market Value Rs. \_\_\_\_\_ /-

Actual Value Rs. **Nil** /-

Stamp Duty Rs. \_\_\_\_\_ /-

Pages \_\_\_\_\_

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**AGREEMENT FOR SALE**

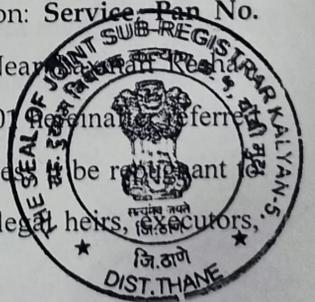
**THIS AGREEMENT** made at Dombivli on this 4<sup>th</sup> day of Dec 2018

**BETWEEN**

**M/S B. G. PATIL & SON (PAN NO AARFB0978P)** through its Partner **SHRI. BHUSHAN BHIM PATIL** Aged 29 Years, Office at: Sitaram Mhtare Niwas ,Shop No. 3, Shankeshwar Nagar , Manapada Road, Dombivli East , Tal. Kalyan, Dist Thane. 421204 . hereinafter referred to as **“THE DEVELOPER / PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assignees) of the **ONE PART.**

**A N D**

**SHRI. BHIM GATLU PATIL**, aged 60 Years, Occupation: ~~Service~~ Pan No. **AHRPP2819A** Residing at : Shram Darshan Banglow , Near ~~Joint Sub-Registrar Office~~ Ayre Road , Dombivli East , Tal. Kalyan, Dist Thane. 421201 hereinafter referred to as **“FLAT PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators and assignees) of the **OTHER PART.**



**WHEREAS** Shri. Bim Gatlu Patil & Others owns & possess absolutely an immovable property being piece and parcel of freehold land lying and situated at : **VILLAGE Nandivali Tarfe Panchanad** sub Registration District of Kalyan within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, Total admeasuring 1720 Sq.Mtrs. bearing **New Survey No.12, Hissa No. 2/1** more

*B. G. Patil*

*Bhushan*