GIDGO

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (E), Dist. Thane-401 210. PHONES: (912) - 334486/334487 FAX: 334466 STD 0250

CIDCO/VVSR/BP-1166/W/45

Ref. No.

07/04/2000 Date

OCCUPANCY CERTIFICATE

I hereby certify that the development of Residential Building (Gr.+3) with built up area 1356.985 Sq.mt. on land bearing Plot Nos.14, 15 & 16, S.No.358-A, Village Bolinj, laluka Vasai, Dist:Thane, completed under the supervision of M/s. Shah Gattani Consultants, Architect's (Licence/Registration No.CA/81/6322) and has been inspected on 13/12/1999 and I declare that the development has been carried out in accordance with regulations and the conditions stipulated in the Commencement Certificates No. CIDCO/VVSR/BP-1166/W/186 dated 15/05/1998, issued by the CIDCO and permitted to be occupied subject to the following conditions::

- 1. No physical possession to the occupants shall be handed over by the applicant developers/owner unless power supply and water is made available in the flat.
- 2. You will have to provide necessary infrastructural facilities on site and also the improvement/repairs to them will have to be done at your own cost and risk to the standards that may be specified by the Planning Authority any time in future. These infrastructure are mainly the drainage arrangement for storm water disposal by putting pump rooms etc., electric arrangements and improvement, shifting of poles to suitable locations, collection of solid waste, arrangement for conveyance and disposal of sullage and sewage without creating any insanitary conditions in the surrounding area, channelisation of water courses and culverts, if any.

Contd.... 2.

GIDGO

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

Ambika Commercial Complex, Second Floor, Vasai (E), Dist. Thane-401 210. PHONES: (912) - 334486 / 334487 FAX: 334466 STD 0250

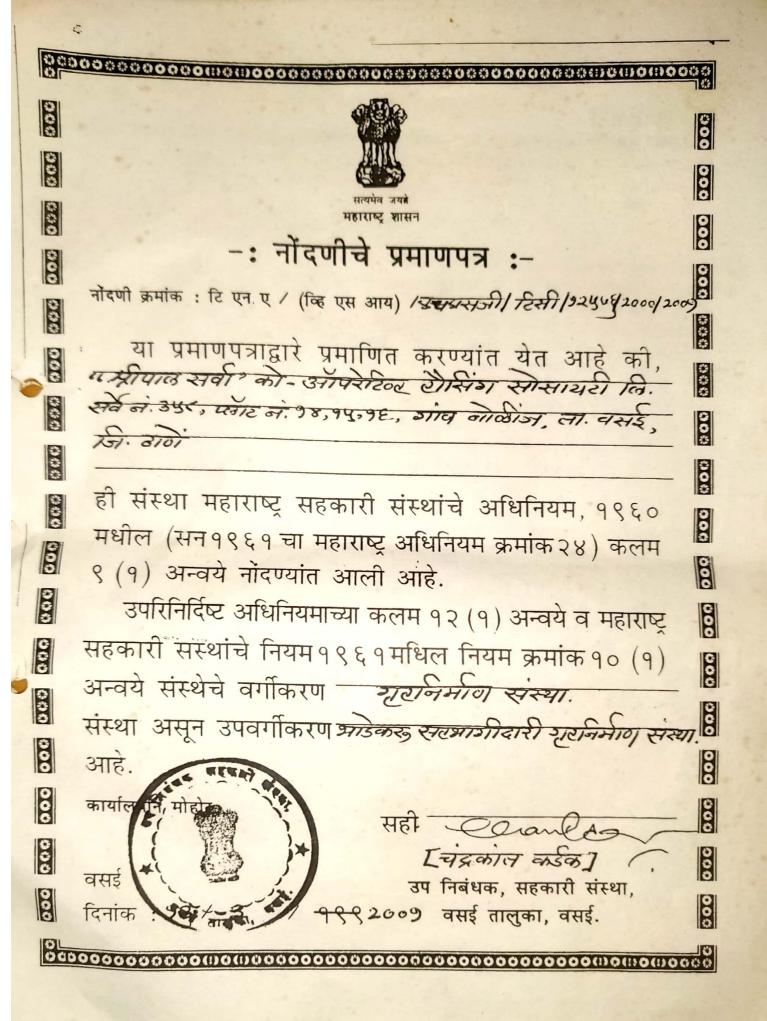
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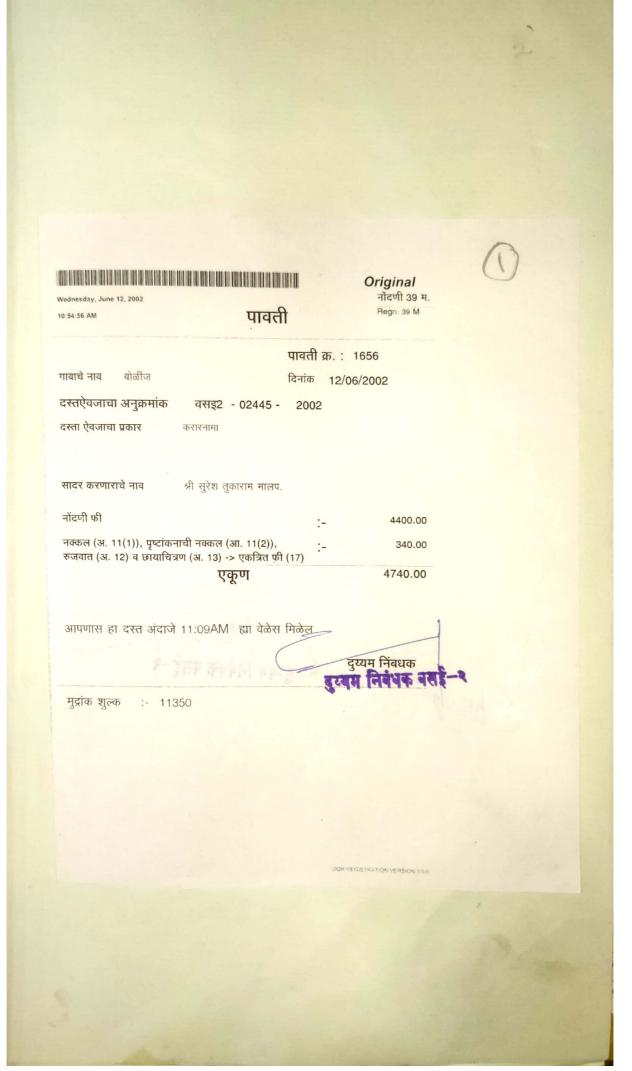
Date

- Notwithstanding anything contained in the occupancy 3. certificate conditions it shall be lawful for the Planning Authority to direct the removal or alteration of any building or structure erected or use contrary to the provision of this sanction. Planning Authority may cause the same to be carried out and recover the cost of carrying out the same from grantee/successors and every person deriving titles through or under them.
- You are suggested to provide a 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 of maintenance of infrastructure facilities during reasonable hours of the day and with prior notice.
- This certificate of occupancy is issued only in respect of 44 Flats & contained in One no. of building (Gr. +3).
- Also you shall submit a cloth mounted copy of the As built drawings, without which the security deposit will not be refunded.

One set of As built drawing duly certified is returned herewith for your record.

RECUTIVE ENGINEER (BP) VVSR









AGREEMENT FOR RESALE

ARTICLES OF AGREEMENT is made and entered into at VIRAR, on this 12th day of Tune, in the Christian year Two Thousand Two BETWEEN MRS. ESMERALDA FERNANDES, age 30 years, Occupation Housewife, residing

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ough his C.A. Holder N

at Candolim, Bardez, Gao, through his C.A. Holder MR. FERNANDO RODRIGUES hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators and assigns) of the FIRST PART:

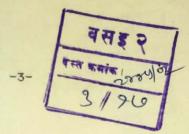
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MR. SURESH TUKARAM MALAP, age 42 years, Occupation Service, residing at K-2, R.B.I Staff Colony, Raheja Township, Malad, Mumbai - 400 097, hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the SECOND PART:

WHEREAS:-

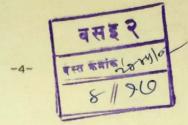
a) By an Agreement for sale dated 22nd December 1998 and registered in the office of Sub-Registrar at Vasai No.II (Virar) under Serial No.______/98, dated 22/12/1998, M/s. ANKIT ENTERPRISES, sold the Flat bearing No.207, on the Second Floor, admeasuring 473





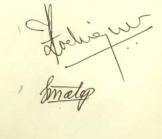
Square feet i.e. 43.959 Square metres (Built up area), in the building known as "SARVA", constructed on N.A. land bearing Plot No.14, admeasuring 440 Square metres, Plot No.15, admeasuring 440 Square metres, Plot No.16, admeasuring 570 Square metres, Out of Survey No.358, Hissa No. 1 (Part "A"), lying, being and situate at Village BOLINJ, Taluka Vasai, District Thane within the area of Sub-Registrar at Vasai No.II (Virar), (hereinafter for brevity's sake collectively referred to as "The said Flat") to MRS. ESMERALDA FERNANDES (hereinafter called "The Transferor"), on the terms and conditions mentioned in the said Agreement.

- b) The Society of the Flat/Shop Purchasers is registered vide registration No. TNA/(VSI)/HSG/(TC)/ 12576/2000-2001, known as "SHRIPAL SARVA CO-OPERATIVE HOUSING SOCIETY LTD.".
- "SHRIPAL SARVA CO-OPERATIVE HOUSING SOCIETY LTD.", a Society duly registered under Maharashtra Co-operative Societies Act, 1960 bearing Registration No. TNA/(VSI)/HSG/(TC)/12576/2000-2001, having its office at Virat Nagar, Virar (West), Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar) and hereinafter for brevity's sake collectively referred to as "The said Society" and as such the member the Transferor is entitled to Five (5) shares

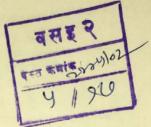


of the said society vide Share Certificate No. ____ and of the face value of Rs.50/- each bearing No. ____ to ____ (hereinafter for brevity's sake collectively referred to as "The said Shares").

- d) The Transferor has paid full purchase price to the Builders and also has paid all the dues to the Society.
- e) The Transferor is ready and willing to sell, assign and transfer right, title and interest and five shares and the said Flat to the Transferee which the Transferee has agreed to purchase for a lump sum price of Rs.4,40,000/~ (Rupees Four Lakhs Forty Thousand only).
- f) The Transferor herein has obtained permission from the Society to sell the said Flat to the Transferee herein.
- g) The Transferee has prior to the execution of this agreement satisfied about the title of the Transferor to the said Flat and has agreed to purchase the said Flat and the right, title and interest on the terms and conditions hereinafter appearing:
- h) The said Flat is being purchased by the Transferee for residential purpose and to which the provisions of the Maharashtra Ownership flats







(Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 apply.

NOW, THEREFORE, THESE PRESENT WITNESSETH AND IT
IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:-

- 1) The Transferor has agreed to transfer the right, title and interest to the Transferee in the said Flat for a total consideration of Rs.4,40,000/- (Rupees Four Lakhs Forty Thousand only) which the Transferee has agreed to acquire for the said Flat.
- 2) The Transferee has paid to the Transferor a sum of Rs.11,000/- (Rupees Eleven Thousand only) as and by way of earnest amount on the day of execution of this agreement and further the Transferee has agreed to pay the balance amount of Rs.4,29,000/- (Rupees Four Lakhs Twenty Nine Thousand only) within One (1) Month from the date of execution of the said Agreement.
- 3) It is hereby agreed that in respect of any amount payable by the Transferee to the Transferor under or by virtue of this agreement the Transferor shall have a first lien and charges on the said Flat so long as the same shall remain unpaid.

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Act, 1963 And Co-operative Societies Act, 1960 with rules made thereunder.

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

THE SCHEDULE ABOVE REFERRED TO

Flat No.207, on the Second Floor, admeasuring 473 Square feet i.e. 43.959 Square metres (Built up area), in the building known as "SARVA" and the society known as "SHRIPAL SARVA CO-OPERATIVE HOUSING SOCIETY LTD.", constructed on N.A. Land bearing Plot No.14, admeasuring 440 Square Metres, Plot No.15, admeasuring 440 Square Metres, Plot No.16, admeasuring 570 Square Metres, Out of Survey No.358, Hissa No. 1 (Part "A"), lying being and situate at Village BOLINJ, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.II (Virar).

-11-



SIGNED AND DELIVERED by the withinnamed "THE TRANSFEROR" MRS. ESMERALDA FERNANDES in the presence of

1.

Name : Mr. P. B. Deshmith

Address : Virar (w.)

2. Pracoaller.

Name : TRASAD JAGANNATH ISWALKAR

Address : 5B/7/15tFLR , Saptarshi Soc, Datta Mandis Road, Bolini, Virar (w) - 401303.

SIGNED AND DELIVERED by the withinnamed "THE TRANSFEREE" MR. SURESH TUKARAM MALAP in the presence of



1. sell



RECEIVED the day and the year first) hereinabove written of and from the) withinnamed TRANSFEREE the sum of Rupees Eleven Thousand only, as and) by way of earnest amount to be paid) by him to me.

Rs.11,000/-

WITNESSES :-

I SAY I HAVE RECEIVED

TRANSFEROR.

(FLATAGRE\REGISTER.SOC\SHRI-SAR.1E1)

