

74/25787

पावती

Original/Duplicate

Wednesday, November 23, 2022

नोंदणी क्र.: 39म

1:37 PM

Regn.: 39M

पावती क्र.: 28586

दिनांक: 23/11/2022

गावाचे नाव: नौपाडा

दस्तऐवजाचा अनुक्रमांक: टनन2-25787-2022

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मित्तल भरत सत्रा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

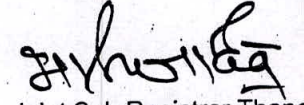
रु. 1560.00

पृथांची संख्या: 78

एकूण:

रु. 31560.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे  
1:55 PM ह्या वेळेस मिळेल.



Joint Sub Registrar Thane 2

सह दुय्यम निबंधक वर्ग २

बाजार मूल्य: रु.8305277.75/-

मोबदला रु.7550000/-

भरलेले मुद्रांक शुल्क : रु. 581400/-

ठाणे क्र. २

1) देयकाचा प्रकार: DHC रक्कम: रु.1560/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0411202202304 दिनांक: 23/11/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011052167202223E दिनांक: 23/11/2022

बँकेचे नाव व पत्ता:

M. B. Satra



23/11/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 25787/2022

नोंदणी :

Regn:63m

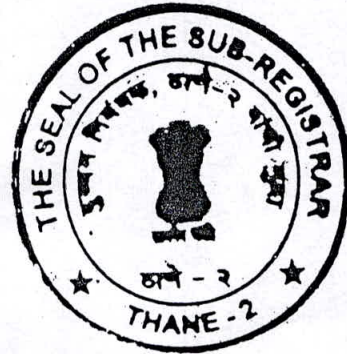
गावाचे नाव : नौपाडा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	7550000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	8305277.75
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे म.न.पा. इतर वर्णन : , इतर माहिती: सदनिका क्रमांक 103,1 वा मजला, 1 कार पार्किंग साहित, प्रियदर्शनी बिल्डींग, पांचपाखाडी, नौपाडा, ठाणे. मौजे नौपाडा टिका नं 16, सिटीएम नं 15, टिका नं 15, सिटीएम नं 28/डी/1, 28/डी/2. झोन नं 3/10/डी-6अ) (( Survey Number : - ; ))
(5) क्षेत्रफळ	1) 60.01 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात अगेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स. अनिरुद्ध गुप-शिल्पाली प्रोजेक्ट तर्फे प्रो.प्रा. हेमचंद्र भास्कर वैद्य -- वय:- 56; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 1, शुभ ज्योत, ब्लॉक नं: -, रोड नं: घंटाळी, ठाणे., महाराष्ट्र, THANE. पिन कोड:- 400602 पॅन नं:- AAIPV6064F
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- मित्तल भरत सत्रा -- वय:- 40; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 301, मुरज प्रिमायमेस सी एच एस, ब्लॉक नं: -, रोड नं: राम मारुती रोड जवळ, ठाणे., महाराष्ट्र, ठाणे. पिन कोड:- 400602 पॅन नं:- AVEPS4701P
(9) दस्तऐवज करून दिल्याचा दिनांक	23/11/2022
(10) दस्त नोंदणी केल्याचा दिनांक	23/11/2022
(11) अनुक्रमांक, खंड व पृष्ठ	25787/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	581400
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरग	

सह दुय्यम निबंधक वर्ग - २  
ठाणे क. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MITTAL BHARAT SATRA	eChallan	69103332022112313216	MH011052167202223E	581400.00	SD	0005461437202223	23/11/2022
2		DHC		0411202202304	1560	RF	0411202202304D	23/11/2022
3	MITTAL BHARAT SATRA	eChallan		MH011052167202223E	30000	RF	0005461437202223	23/11/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202211232941	23 November 2022,01:28:52 PM			
मूल्यांकनाचे वर्ष	2022	रनन2			
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे				
उप मूल्य विभाग	3/10/D-6अ) मुंबई आग्रा द्रुतगती महामार्गाच्या पश्चिमेकडील सर्व मिळकती टिका नं.16नगर रचना योजना क्र2				
क्षेत्राचे नाव	Thane Municipal Corporation	सव्हे नंबर /न. भू. क्रमांक :			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. ,					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
46500	130900	159300	219300	159300	चौ. मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	60.01 चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्वाहन सुविधा -	आहे	मजला -	1st To 4th Floor		
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 100 / 100 Apply to Rate= Rs.130900/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर )				
	= ( ( (130900-46500) * (100 / 100) ) + 46500 )				
	= Rs.130900/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 130900 * 60.01				
	= Rs.7855309/-				
E) बंदिस्त वाहन तळाचे क्षेत्र	13.75चौ. मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 13.75 * (130900 * 25/100)				
	= Rs.449968.75/-				
Applicable Rules	= 3, 9, 18, 19 ,15				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळकाराचे मूल्य + वेदनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य(खुली बाल्कनी) + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + स्वयंचलित याहनतळ				
	= A + B + C + D + E + F + G + H + I + J				
	= 7855309 + 0 + 0 + 0 + 449968.75 + 0 + 0 + 0 + 0 + 0				
	=Rs.8305278/-				
	= ₹ अ्यांणी लाख पाच हजार दोन शे अठ्याहत्तर /-				

Home Print

रनन - २  
दस्ता क्रमांक २५७८७ / २०२२  
१ / ७६



ट न न - २
दस क्रमांक २५७८७/२०२२
३ / ७८

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0411202202304	Date 04/11/2022
Received from MITTAL, Mobile number 9004906016, an amount of Rs.1560/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Thane 5 of the District Thane.	
Payment Details	
Bank Name IBKL	Date 04/11/2022
Bank CIN 10004152022110402133	REF No. 2796579956
This is computer generated receipt, hence no signature is required.	



ट न न - २

दस्ता क्रमांक २५०६०/२०२

४ / ०६



CHALLAN  
MTR Form Number-6

GRN	MH011052167202223E	BARCODE			Date	23/11/2022-11:54:41	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)						
			PAN No.(If Applicable)	AVEPS4701P					
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRA		Full Name	MITTAL BHARAT SATRA					
Location	THANE								
Year	2022-2023 One Time		Flat/Block No.	FLAT NO 104,1st FLOOR,PRIYADARSHINI					
			Premises/Building	BUILDING					
Account Head Details			Amount In Rs.						
0030046401	Stamp Duty	581400.00	Road/Street	PANCHPAKHADI,NAUPADA,THANE					
0030063301	Registration Fee	30000.00	Area/Locality	THANE					
			Town/City/District						
			PIN	4	0	0	6	0	2
			Remarks (If Any)	SecondPartyName=MESSRS ANNIRUDDHA GROUP SHILPALI					
			PROJECT~						
			Amount In	Six Lakh Eleven Thousand Four Hundred Rupees Only					
Total		6,11,400.00	Words						
Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK						
Cheque-DD Details			Bank CIN	Ref. No.	69103332022112313216	2778596956			
Cheque/DD No.			Bank Date	RBI Date	23/11/2022-11:55:21	Not Verified with RBI			
Name of Bank			Bank-Branch	IDBI BANK					
Name of Branch			Scroll No. , Date	Not Verified with Scroll					

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 9820000000



## AGREEMENT FOR SALE OF FLAT NO. 103

THIS ARTICLES OF AGREEMENT is made and entered into at THANE, on this 23<sup>rd</sup> day of NOV. 2022,

BY AND BETWEEN

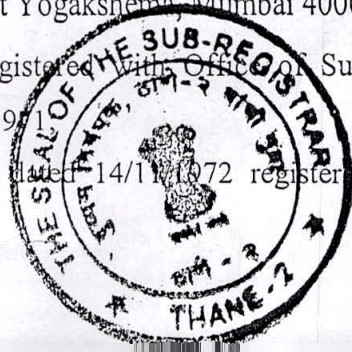
M/s. ANNIRUDDHA GROUP-SHILPALI PROJECT, a proprietary concern, having its office at 1, Shubh Jyot, off Ram Ganesh Gadkari Path, Ghantali, Thane (W), through its sole Proprietor Shri Hemachandra Bhaskar Vaidya, hereinafter referred to as '**THE DEVELOPERS**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or the partner for the time being constituting the said firm, the survivors or survivor of them and the heirs, executors & administrators of such last survivor etc.) of the ONE PART;

AND

**MRS. MITTAL BHARAT SATRA** (PAN AVEPS4701P) (Aadhar No. 3496 8182 2989), having address 301, Suraj Premises CHS Ltd., Near P.N. Gadgil Jewellers, Near Ram Maruti Road, Thane (W) - 400602 hereinafter referred to as the '**PURCHASER**', of the SECOND PART;

### WHEREAS

- A. The **PRIYADARSHINI CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing society duly registered under the provisions of Maharashtra Co-operative Societies Act 1960, having Registration No TNA/HSG/766/1971 hereinafter referred to as **THE SOCIETY** is the owner of all that piece and parcel of plot of land bearing Survey no.365A/6 corresponding to Tikka No.15, CTS No.28D and Survey No.367/1/1 corresponding to Tikka No.16, CTS No.15 totally admeasuring 1148 sq. yards equivalent to 960 sq. mtrs or thereabout together with building standing thereupon, lying being and situate at Village Panchpakhadi, Taluka & District Thane, within the limits of Thane Municipal Corporation (hereinafter referred to as '**SAID CORPORATION**'), and within registration District and Sub District Thane and which is more particularly described in the **FIRST SCHEDULE** hereunder written and which is delineated on plan at **ANNEXURE 'A'** by red colour boundary line, hereinafter referred to as '**SAID PROPERTY**';
- B. The said Society at the relevant time vide below mentioned three Deed of Mortgages, mortgage the said property to The Life Insurance Corporation of India (hereinafter referred to as '**SAID LIC**') having its office at Yogakshema, Mumbai 400020:-
- Indenture of Mortgage dated 10/9/1971 registered with Office of Sub Registrar of Assurances at Thane under serial no.565 of 1971;
  - Indenture of further Mortgage and charge dated 14/11/1972 registered under serial no.638/1972;
  - Deed of mortgage dated 31/12/1973;



ट न न  
क्रमांक 246  
e/w

C. During the passage of time Society paid all the agreed amount of loan i.e. Rs.3,93,743.72/- (Rupees Three Lacs Ninety Three Thousand Seven Hundred and Forty Three and Seventy Two Paise Only) along with interest and charges thereupon to the said LIC of India, and hence said LIC of India executed registered Re-conveyance Deed dated 15/1/2001 registered under serial no.TNN-1 257/2001 in favour of Society. In the said Re-Conveyance Deed, said LIC of India accepted the receipt of entire loan amount together with interest and charges and thereby released and discharged Society from the payment thereof, the copy of said Re-conveyance deed is annexed herewith and marked as ANNEXURE 'B';

D. In pursuant to the execution of said Re-Conveyance deed name of the Society came to be recorded in property card extract on 4/09/2002, the copy of property card extract is attached herewith and marked as ANNEXURE 'C';

E. On the said property Priyadarshini building is standing consisting of ground plus three upper floors, the copy of occupation certificate pertaining to the said building is annexed herewith and marked as ANNEXURE 'D';

F. There are 17 members of the Society who were residing in the said building before the said building was handed over to the said partnership/Developers for re-Development; the said 17 members of the Society are collectively hereinafter referred to as the "Members". The list of the members of the Society, along with the then existing flat numbers, area (in square feet carpet) as well as the share certificate numbers with respect to the said then existing old building, is more particularly referred to in the **SECOND SCHEDULE** herein under written and the old flat and premises are hereinafter referred to as the 'SAID OLD PREMISES';

G. The said then existing old Building during the passage of time, outlived its utility and therefore the Society herein, in its Annual General Body Meetings and Special General Body Meetings held on 5<sup>th</sup> August, 2008, 3<sup>rd</sup> May, 2009, 26<sup>th</sup> July, 2009, 8<sup>th</sup> January, 2010 and 24<sup>th</sup> January, 2010 unanimously resolved to undertake redevelopment work of the said property by demolishing the said then existing old Building and by erecting in its place a new multi storied building;

H. After inviting tenders, and by passing unanimous resolution, the Society herein decided to appoint, M/s. Anniruddha Group-Shilpali Project, partnership firm represented by its partners Hemachandra Bhaskar Vaidya and (2) Mahesh Shreeram Borkar, as the SAID PARTNERSHIP;

Wide the Development Agreement duly registered under serial no. TNN-5-8032/2013 dated 2<sup>nd</sup> August 2013, AND Supplementary Development Agreement duly registered under serial no. TNN-5-4657/2017 dated 25<sup>th</sup> April 2017, (both collectively) hereinafter together referred to as 'SAID DEVELOPMENT AGREEMENT', the Society with the



for

M. B. Satre



confirmation of its members, granted all the development rights in respect of the said property in favor of the said partnership subject to the terms and conditions of the said development agreement and for the consideration more particularly mentioned therein;

J. Pursuant to the said development agreement dated 2<sup>nd</sup> August 2013, the Society have also executed in favour of the nominated partners of the said partnership, General Power of duly registered with Sub-Registrar of Assurances, Thane under Sr.No TNN-5-8033/2013 dated 2<sup>nd</sup> August 2013; which power of attorney hereinafter referred to as 'SAID POWER OF ATTORNEY'; and there under entrusted in favour of said partners of the said partnership all the powers of development of the said property;

K. As mentioned in the said development agreement, the said partnership have agreed to provide to each of the Members of the Society herein, 17 (seventeen) new premises on ownership basis, (free of costs) with an area to be admeasured in square feet carpet and also agreed to execute separate allotment agreement as required under Maharashtra Ownership of Flats Act and the Rules framed there under, hereinafter referred to as SAID MOFA as well as the Real Estate (Regulation and Development) Act, 2016 and rules framed there under hereinafter referred to as SAID RERA;

L. The said partnership, appointed the Architects i.e. Archetype Consultants (i) Pvt. Ltd., and in co-ordination with the said Architect got prepared the plans of the proposed building to be erected on the said property. The said partnership have entered into a standard Agreement with the said Architects who are registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

M. The said partnership have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the said partnership accepted the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

N. Pursuant to the powers and authorities given to the said partnership vide said Development Agreement coupled with said Power of Attorney the said partnership at its costs and expenses has vide Deed of Transfer of TDR dated 13<sup>th</sup> September 2013 registered under serial no.TNN-5/9342-2013 with Sub-Registrar of Assurances at Thane purchased and acquired in the name of Society herein, the transferor of the said document of TDR to the extent of 282 sq. meters, hereinafter referred to as 'SAID TOTAL TDR'.

O. The Transferor of the said TDR executed requisite Power of Attorney dated 13<sup>th</sup> September 2013 duly registered under serial no. TNN-5/9344-2013 in favour of the partners of the said partnership, inter-alia, conferring upon them all requisite powers for



*Handwritten signature/initials*

M. B. Satre

ट न न - २
दस्ता क्रमांक २५०२७
८ / १० / १३

the use and utilization of said total TDR including the power of further alienation of said TDR wholly or in part.

P/ The said partnership is the party of Second part in the said TDR purchase document dated 13<sup>th</sup> September 2013 and as stated therein has paid all and entire consideration to the Transferor of said total TDR for acquisition of said TDR.

Q. In the said TDR purchase document it is specifically provided that even though said total TDR is purchased in the name of Society herein, the consideration for the same is paid by the developer herein and that said total TDR shall be the property of the said partnership and that after use and utilization of the required TDR out of said total TDR, if any TDR remains balance or left out then the said partnership shall have right to use and utilize on any other properties and/or shall have right to transfer or alienate such available left out TDR.

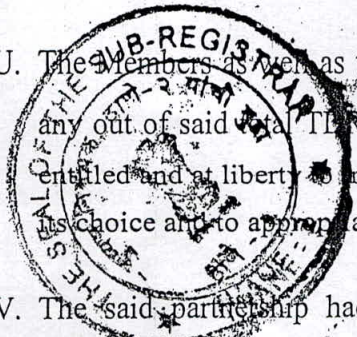
R. As per the recent amendment made in DC Rules and Regulations of the Corporation out of permissible TDR potentiality, 50% is required to be purchased from the corporation by paying them premium of the same as per the value determined by Corporation and balance 50% is to be acquired and purchased from third parties. In these circumstances, out of said total TDR, said partnership are permitted to use and utilize 282 sq. meters and for balance TDR if any, said partnership have to pay premium to the Corporation. Considering these circumstances, said Architect while submitting the plans of redevelopment has contemplated utilization of 282 sq. meters of TDR out of said total TDR and for balance TDR potentiality said partnership shall pay the premium to the Corporation.

S. The said corporation accorded its approval to such submitted plan vide permission/commencement certificate no. 5135 vide VP no. S02/0122/14/TMG/TDD/4215/22 dated 10/10/2022; the copy of the said sanctioned plan together with the commencement certificate is annexed herewith and marked as ANNEXURE 'E';

T. The said partnership have paid required premium to the Corporation for said balance TDR potentiality so also other changes to the Corporation and as such are now intending to commence redevelopment of said property in accordance with said sanctioned plan.

U. The Members as well as the Society both agreed and confirmed that the balance TDR if any out of said total TDR is the property of said partnership and the said partnership is entitled and at liberty to transfer and alienate the said balance TDR to any other person of its choice and to appropriate themselves the sale proceeds thereof.

V. The said partnership had accordingly informed to the Members that they shall be transferring the said balance TDR to their sister concern, inter-alia, for its consumption and utilization in the development of some other project.



*Handwritten signature*

M.B. Sutra

२०२२ - २

सं क्रमांक २५७७७ / २०२२

२  
७७

W. Thereafter dispute arose amongst (1) Shri Hemachandra Bhaskar Vaidya and (2) Mahesh Shreeram Borkar, the partners of the said M/s. Anniruddha Group-Shilpali Project.

Thereafter the said partnership came to be dissolved. Thereafter Shri Hemachandra Bhaskar Vaidya decided to continue and undertake the re-development work independently and converted M/s. Anniruddha Group-Shilpali Project as a proprietary concern with Hemachandra Bhaskar Vaidya as its sole proprietor [The said M/s. Anniruddha Group-Shilpali Project, proprietary concern through its sole proprietor Hemachandra Bhaskar Vaidya is referred to as the Developers in the title cause and also hereinafter].

X. The Developers have registered the present project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under (RERA) at Thane no P51700016267 with the Real Estate Regulatory Authority and certificate is annexed herewith and marked as ANNEXURE 'F'.

Y. As per the said permission/commencement certificate no. 5135 vide VP no. S02/0122/14/TMC/TDD/4215/22 dated 10/10/2022 the Developers were authorized to construct a building of ground plus 7<sup>th</sup> upper floors comprising of 26 residential and 2 commercial premises with the area and specifications as mentioned in ANNEXURE 'G' hereto.

Z. Out of the said 26 residential and 2 commercial premises the Developers have already executed 18 different individual agreements with each of the Members of the Society with respect to the allotment of the new premises to the said Members, (free of cost) as agreed in the said development agreement. The flat numbers, floor numbers, area admeasuring in square feet carpet with respect to the premises to be allotted to each of the Members of the Society in the new building to be erected by Developers upon the said landed property is more particularly referred to in the **THIRD SCHEDULE** written herein and is hereinafter referred to **SAID ALLOTTED PREMISES**, and also shown in the floor plan annexed herewith and marked as ANNEXURE 'H'.

AA. After allotment of 18 allotted premises out of the 26 residential and 2 commercial premises to each of the said Members of the Society (free of cost), as agreed in the said development agreement, the Developers are entitled to sell, convey and assign the remaining 08 residential and 02 commercial premises to any of the prospective purchasers/ third party at the price or consideration and upon such terms and conditions as agreed by and between the Developers and the said new purchasers/ third party. The said 08 residential and 02 commercial premises which the Developers are authorized to sell are hereinafter referred to as '**NEW PREMISES**'.

BB. The Developers have agreed and taken the full responsibility to join the said purchasers/ third party of the said new premises as members of the Society after obtaining the completion and occupation certificate from the Corporation.

ट न न - २

सं क्रमांक

CC. 24/06/2022

The Purchaser herein was looking out for suitable premises to purchase on ownership basis and came to know about the availability of premises in the said project of the Developers and made inquiry about the same.

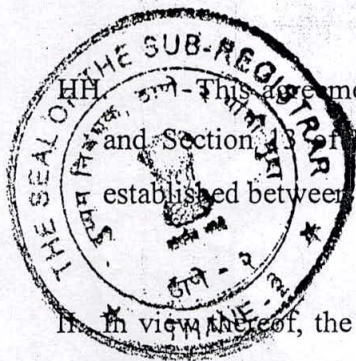
१० / ६६

DD. The Purchaser on inquiry has approached the Developers and proposed to buy/purchase a residential/commercial premise from the Developers in the said re-developed building. After several meetings and negotiations the Developer has agreed to sell to the Purchaser the said new premises being a residential / commercial premises bearing flat No. 103, on 1<sup>st</sup> floor, admeasuring 587 sq. feet carpet area, which includes balconies, cupboard spaces etc. in the proposed new building to be constructed on the said landed property on Ownership Basis (hereinafter referred to as the said flat) [more particularly described in the **FORTH SCHEDULE** herein underwritten] for a price and consideration of **Rs. 75,50,000/- (Rupees Seventy Five Lakh Fifty Thousand only)**.

EE. The Developers have given inspection to the Purchaser of all the aforesaid plans, etc. The Purchaser is thus fully aware about the said plans and have confirmed and consented for the same and thus do/does not/has/have any objection/dispute in that regard with respect to the respective carpet area statement of the said flat in new building is attached here with and marked as **Annexure I** and typical plan of said flat in new building is attached herewith and marked as **Annexure J**.

FF. The Purchaser has also ascertained the title documents through his advocate and is fully satisfied about the nature of title of the said property and/or about the rights of the Developers thereupon and has no any query or dispute in that regard. Nevertheless, the Society has obtained a title certificate from Advocate Rajan Tipnis and the same is annexed herewith and marked as **ANNEXURE 'K'**. The Purchaser hereby accepts and confirms the said title certificate.

GG. On demand from the Purchaser, the Developers have given/shall give inspection of all the documents relating to the project and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder;



This agreement shall be governed by the provisions of Section 4 of the MOFA, and Section 3 of RERA and the relationship of the Flat Purchaser and Promoter is established between the Purchaser and the Developers by virtue of the present agreement.

In view thereof, the parties herein are executing this present agreement, upon the terms and conditions more particularly mentioned herein below. The parties hereto relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in these presents and all applicable Laws, are

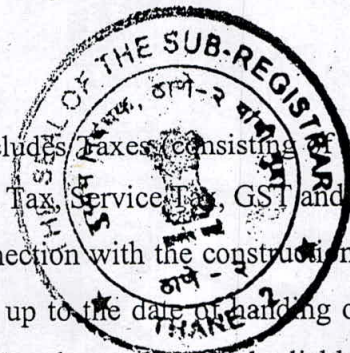
M.B. Satra

now willing to enter into this Agreement on the terms and conditions appearing herein after.

ट न न - २
दस्ता क्रमांक २५७६७/२०२२
११ / ०८

**NOW THEREFORE THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. The parties hereto do hereby agree and declare that the recitals hereinabove shall form integral part of these presents.
2. The Developers specifically declares that the said flat sold and conveyed to the Purchaser is as per the sanctioned plan, which is approved by the said Corporation and the floor plan showing the said new premises, which is annexed as Annexure H above, is depicting the layout of said new premises as per the sanctioned plan.
3. The Developers doth hereby agree to allot, transfer and alienate to the Purchaser herein a residential/commercial flat No. 103, on 1<sup>st</sup> floor, admeasuring 587 sq. feet carpet area, along with one parking which includes balconies, cupboard spaces etc together with enclosed parking space admeasuring 587 square feet carpet area in the proposed new building to be constructed on the said landed property on Ownership Basis, for a price and consideration of Rs. 75,50,000/- (Rupees Seventy Five Lakh Fifty Thousand only). and the Society hereby confirms and gives consent for such sale and that the said flat is more particularly described in the forth schedule hereunder written, and as stated above is marked in green colour boundary line in said plan at Annexure 'H',.
4. The said consideration Rs. 75,50,000/- (Rupees Seventy Five Lakh Fifty Thousand only) payable by the Purchaser to the Developers as price or consideration towards the purchase of the said new flat shall be paid in the following manner;
  - a) The Purchaser has paid on or before execution of this agreement a sum of Rs 20,00,000/- (Rupees Twenty Lakh only) as advance payment or application fee (receipt whereof the Developer doth hereby admit and acknowledge)
  - b) The Purchaser agrees to pay to that Developer the balance amount of Rs. 55,50,000/- (Rupees Fifty Lakh Fifty Thousand only) including TDS at the time of receiving possession of the said Flat from the Developer.
5. The total price or consideration mentioned above includes taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developers) up to the date of handing over the possession of the flat. It is expressly agreed that the Purchaser shall not be liable to pay any amount or charges in respect of the said Flat over and above the said consideration amount of Rs. 75,50,000/- (Rupees Seventy Five Lakh Fifty Thousand only)



1.04

ट न न - २

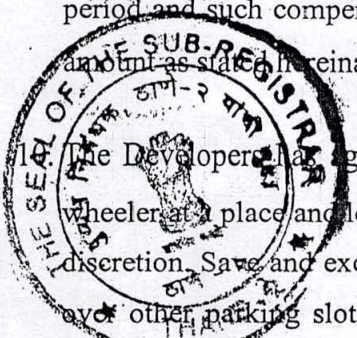
वसु क्रमांक 29620 The Total Price is escalation-free.

21/10/20 The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to Purchaser, the Developers shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

8. The Developers agree to provide at their costs the amenities as listed in ANNEXURE 'L' annexed herewith.
9. The Developers shall give possession of the flat to the Purchaser on or before 31<sup>st</sup> day of December 2022. If the Developers fails or neglects to give possession of the flat to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the flat with interest at the same rate as agreed herein above from the date the Developers received the sum till the date the amounts and interest thereon is repaid. Provided that the Developers shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of building in which the flat is to be situated is delayed on account of;
  - i. war, civil commotion or act of God;
  - ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

The Developer hereby agrees that if the Developer fails to hand over possession of the said flat to the Purchaser on its due date, then the Developers shall be liable to pay a sum of Rs. 1,00,000/- (Rupees One Lakh Only) per month to the Purchaser for the delated period and such compensation shall be adjusted while making the balance consideration amount as stated hereinabove.

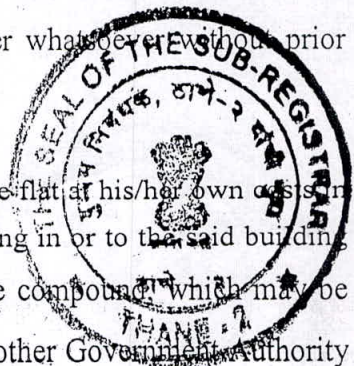
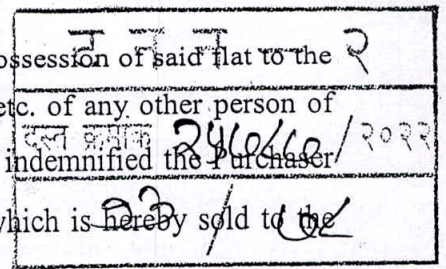
The Developer has agreed to allot to the Purchaser one car parking for parking of 4 wheeler at a place and location which Developers shall decide and determine in their sole discretion. Save and except such allotted parking slot, Purchaser shall not have any right over other parking slots. The Developers shall have absolute freedom of allotment of other parking slots to other members and/or prospective purchasers in terms of said Development Agreement.



ML

M.B. Satra

11. The Developers shall hand over vacant, peaceful and lawful possession of said flat to the Purchasers without any encumbrances, charges, lien, claims etc. of any other person of any nature. The Developers shall further indemnify and keep indemnified the Purchaser against all or any claims made by anybody upon said flat, which is hereby sold to the Purchasers.
12. The Developers shall in terms of the said Development Agreement and at its costs and expenses complete the new building within the time bound schedule and shall apply for at their costs, requisite occupation certificate from the said Corporation. The Purchaser further undertake and assure the Developers that he/she/they shall not raise or take any objections or create any hindrance in the on-going construction and development work subject to construction work going on as per approved plan.
13. It is agreed by and between the parties that if within the period of 15 days from the date of receipt of the notice for taking the possession of the new premises, duly completed as per plan the Purchaser fails to take the possession of the said flat, regardless to that the Purchaser shall become liable for payment of all the outgoings viz. electricity and other service charges, maintenance charges in respect of the said flat as if he has taken physical possession thereof and shall indemnify and keep indemnified the Developers in that regard. The Purchaser shall become liable for payment of Municipal Taxes and water charges as and when levied by the Thane Municipal Corporation in respect of said flat and for proportionate share in respect of the new building.
14. Upon possession of the flat delivered to and taken over by the Purchaser on ownership basis, he shall be entitled to peaceful possession and occupation of the flat, as the sole and exclusive owner thereof subject to the terms and conditions of the present agreement, and subject to the rules, regulations and bye-laws of the Society.
15. The Purchaser shall maintain the front elevation and the rear elevation of the said new building in the same form and condition as the Developers have constructed them and shall not at any time alter the said elevation in any manner whatsoever without prior consent in writing from the Developers.
16. The Purchaser shall, from the date of possession, maintain the flat at his/her own cost in a good condition and shall not do or cause to be done anything in or to the said building or the new premises, staircases and common passage or the compound which may be against the rules or bye-laws of the said Corporation or any other Government Authority nor shall the Purchaser make any structural changes, alterations or additions in or to the flat or to the building or any part thereof. The Purchaser shall, however, be entitled to carry out the requisite internal changes and alteration which shall not be structural in nature and which shall not be violative of the Building regulations; but subject to the bye-laws of the Society.



mm

in n extra

ट न न २

17. The Purchaser hereby covenants to keep the flat, walls and partitions, walls, sewers, drain pipes and appurtenances thereto, in good and tenantable repairs and condition and in particular so as to support shelter and protect parts of the said building other than his/her/their said flat.

18. The Purchaser shall not be entitled to transfer and assign the benefits of this agreement to any other person/s and/or shall not be entitled to sell, transfer and/or alienate the said flat to any other person/s without taking prior written permission of the Developers and said Society till the date of getting possession of the new premises. After getting the possession of the new premises, Member/Allottee shall be entitled to transfer/alienate the said flat subject to the bye laws of the Society.

19. The Purchaser shall join as one of the members of the Society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary becoming a member and adopt the bye-laws of the said Society. No objection shall be taken by the Purchaser if any, changes or modifications are made in the 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.

20. The Developers doth hereby agree, undertake and assure the Purchaser as under:

- a) To construct the new building strictly as per the sanctioned plans and specifications.
- b) the new flat shall be the part and parcel of the sanctioned plans,
- c) shall not do and or caused to done or committed or omitted whereby the rights, title and or interest of the Purchaser may be jeopardized,
- d) shall use and utilize the best quality construction material and amenities provided to the said new building as per terms mentioned in said Development Agreement,
- e) shall abide by the terms and conditions of the development agreement and time schedule for the completion of the proposed new building and shall apply for Occupation Certification after completion of the construction,
- f) shall provide all the documents, plans, sanctions etc. for the effective registration of this agreement,
- g) shall personally and or through his constituted attorney attend the office of the sub registrar of assurances for the purpose of the registration of this agreement,

The Purchaser sell the said premises to the third party, then in such event neither the Developers nor Society shall charge any transfer fee from the Purchaser.

The Purchaser doth hereby agree, undertake and assure the Developers as under:

- a) To co-operate with the Developers in all possible ways and to execute and to necessary letters, NOCs, documents, etc. for effectively doing and



*Handwritten signature*

M. B. Sabra 10



247-2  
29/02/2022  
S.Y. / L.K.

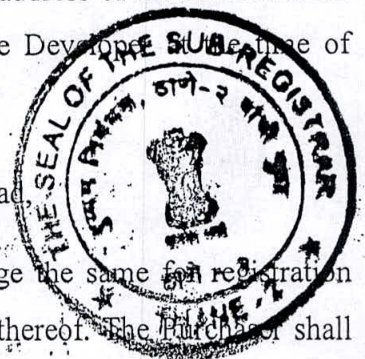
completing the procedure for obtainment of all further permissions including the occupation certificate from the said Corporation.

- b) To join as one of the members of the Society immediately upon the execution and registration of these presents and for this purpose from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary becoming a member and adopt the bye-laws of the said Society.
- c) To cure and clear any hurdles and/or obstructions and/or adverse claims if at all created/made by any person/s in respect of said flat of the Purchaser and to ensure the Developers that no one else shall claim any rights in and over the said flat or any other claim/share/rights, etc. and shall indemnify and keep indemnified the Developers against all such claims and losses or injury caused or sustained to/by the Developers.
- d) Not to demand any additional area in the new building than agreed area under the present agreement for any reasons and in any circumstances whatsoever.
- e) Not to create any obstruction or hindrance in the development work of said landed property and/or caused by his/her/their any act or omission any delay or obstruction in the completion of development work;
- f) Not to take objection in the utilization of all available FSI/TDR and other benefits by the Developers in the intended development of said landed property, provided Purchaser are not suffered and the Developers will inform society regarding use of FSI/TDR if there are any changes due to change in Government policy as per clause 46 mentioned in the said Development Agreement
- g) The Member/Allottee shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown in the premises or in the compound of the new building and/or any portion of the said building.

22. The letters, receipts and/or notices issued by the Developers dispatched under certificate of posting to the address of the Purchaser herein given shall be sufficient proof of receipt of the same by the Purchaser and shall completely discharge the Developers from the liability of issuing such notice, letter, etc & vice versa. The address of the Purchaser till possession of the said flat is offered shall be given to the Developers and the time of vacating the premises. The address of the Developers is:

1 Shubh Jyot,  
Off Ram Ganesh Gadkari Road,  
Ghantali, Thane (W)

23. The Purchaser shall after execution of this agreement, lodge the same for registration with the Sub-Registrar of Assurances and admit execution thereof. The Purchaser shall fix up a suitable date for registration of the agreement in consultation with the Developers, so as to enable the Developers to remain present before the Sub-Registrar of Assurances to admit execution hereof and ensure the due and proper registration of these presents.



hmm

M.R.C. L.

ट न म	24
दस्त क्रमांक	240/60/3837
	१६ / ७८

The stamp duty and registration charges payable under the present agreement shall be borne and paid by the Developers alone and the Purchaser shall not be liable to pay/bear the same in any manner whatsoever.

25. The Purchaser, if required, in order to co-operate the Developers for getting the plinth certificate/occupation certificate of said property and shall sign and execute as and when required and/or demanded by the Developers all such requisite deeds, documents, applications, affidavits, etc. without any hesitation and/or delay.

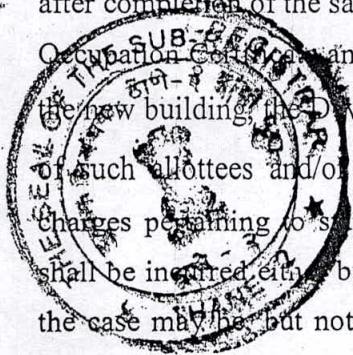
26. The Society doth hereby confirm this agreement and give its consent and confirmation to the various provisions hereof subject to the Purchaser joining as the member of the Society, also in respect of the flat and shall be entitled to hold, possess and occupy the said flat as the exclusive holder thereof on ownership basis, but subject to bye-laws of the Society and the provisions of the Maharashtra Co-op. Housing Society Act, 1960.

27. The Developers shall co-operate with the Purchaser for carrying out the internal renovations and/or alterations which are within the ambit of DC Rules and Regulations. The Developers shall carry out such renovations, alterations as suggested by the Purchaser for better use/utilization of the flat, however the costs and expenses of such alterations shall be borne and paid by the Purchaser.

28. Save and except the said flat agreed to be allotted to the Purchaser herein he/she/they shall not have any other right or undivided share in the other premises, area and spaces etc. that shall be forming part of the said new building.

29. The Developers specifically declares and assures the Purchasers that the Developers as a Promoter under the provisions of MOFA and RERA have made all and every disclosure pertaining to the said development project. The Purchaser does/do not have any grievances or doubts in that regard

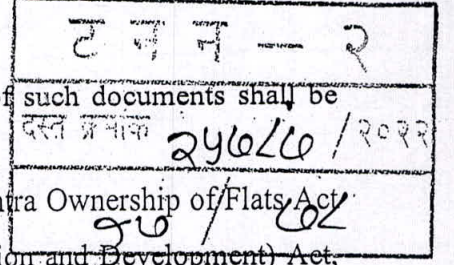
30. As mentioned in the said development agreement, since the Society herein is already the owner of the said property, the Developers would not be required to execute any conveyances as per the MOFA or RERA. Nevertheless in case under the law if the Developers are required to execute any document/s for transfer of the said new building and/or for handing over the said new building to the Purchaser as well as the Society then after completion of the said development project and after sale, and after issuance of final Occupation Certificate and after sale and alienation of all other premises to be situated in the new building, the Developers shall execute such documents at the costs and expenses of such allottees and/or other transferees of premises of the said new building. All charges pertaining to stamp duty and registration if any in respect of such documents shall be incurred etc. by the Members of the Society save and except the Purchaser as the case may be but not by the Developers. However, as regards any liability towards



mm

M.B. Satra 12

payment of stamp duty and registration charges in respect of such documents shall be borne and paid by the Developers and not by the Purchaser.



31. This agreement shall be subject to the provisions of Maharashtra Ownership of Flats Act and the rules made there under and the Real Estate (Regulation and Development) Act, 2016 and rules framed there under.

32. It is specifically agreed by and between the parties that the clauses forming part of the Model Form 'V' of the Maharashtra Ownership of Flats Act and the rules made there under and the Real Estate (Regulation and Development) Act, 2016 and the Annexure 'A' Model Form of Agreement under the Real Estate (Regulation and Development) Act, 2016, if not forming part of the present agreement, shall be deemed to be a part of the present agreement and the parties hereto shall be bound by the same.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

#### FIRST SCHEDULE

ALL THAT piece and parcel of plot of land bearing City Survey no.28D, Tikka no.15 and City Survey no 15 and Tikka no 16, an area admeasuring 1148 sq.yards i.e. 960 sq.mtrs, lying, being and situate at Ram Ganesh Gadkari Path, village Panchpakhadi, Taluka and District Thane, within the limits of erstwhile Thane Municipal Council now within the limits of Municipal Corporation of City of Thane, hereinabove referred to as SAID CORPORATION, and bounded as under:-

- On or towards East : Kaka Sohoni Path  
On or towards West : Kamadhenu Society's private road  
On or towards South : Ram Ganesh Gadkari Path  
On or towards North : Bhagawat Property.



#### SECOND SCHEDULE

Sr.	Name of Existing Member	Old Flat No	Old Area	Floor
1	Shri. V.V. Rahalkar	1	515	(Gr)
2	Smt. R.P. Khot	2	655.5	(Gr)
3	Smt. M.M. Athavale	3	374.5	(Gr)
4	Shri. J.G. Phanse	4	515	(Gr)
5	Shri. C.H. Bhise	5	515	(Gr)
6	Kum. O.S. Kulkarni	6	515	(1 <sup>st</sup> )
7	Smt. R.B. Prabhudesai & Mr. Bhalchandra R. Prabhudesai	7	515	(1 <sup>st</sup> )
8	Shri. S.K. Cholkar	8	515	(1 <sup>st</sup> )
9	Shri. S.S. Namjoshi	9	515	(1 <sup>st</sup> )

hml

m n e t r o

ट न न २  
दस्ता क्रमांक २५०८०/१०२२  
१५/१०४

10	Smt. R.D. Gund	10	515	(1 <sup>st</sup> )
11	Shri. A.A. Damle & Smt. S.A. Damle	11	515	(2 <sup>nd</sup> )
12	Smt. A.M. Alshi & Shri. S.M. Alshi	12	515	(2 <sup>nd</sup> )
13	Shri. V.S. Dighe	13	515	(2 <sup>nd</sup> )
14	Shri. K.D. Chiplunkar & Mr. Kedar K. Chiplunkar	14	515	(2 <sup>nd</sup> )
15	Shri. S.S. Joshi	15	515	(2 <sup>nd</sup> )
16	Smt. S.V. Mahajan	16	515	(3 <sup>rd</sup> )
17	Smt. V.S. Deshpande	17	515	(3 <sup>rd</sup> )
18	Shri. M.L. Tamhane	18	515	(3 <sup>rd</sup> )

**THIRD SCHEDULE**

Sr.	Name of Existing Member	New Flat No	New Area	Floor
1	Shri. V.V. Rahalkar	503	753	5 <sup>th</sup>
2	Smt. R.P. Khot	202	956	2 <sup>nd</sup>
3	Smt. M.M. Athavale	203	578	2 <sup>nd</sup>
4	Shri. J.G. Phanse	201	753	2 <sup>nd</sup>
5	Shri. C.H. Bhise	102	753	1 <sup>st</sup>
6	Kum. O.S. Kulkarni	301	753	3 <sup>rd</sup>
7	Smt. R.B. Prabhudesai & Mr. Bhalchandra R. Prabhudesai	403	753	4 <sup>th</sup>
8	Shri. S.K. Cholkar	204	753	2 <sup>nd</sup>
9	Shri. S.S. Namjoshi	101	753	1 <sup>st</sup>
10	Smt. R.D. Gund	304	753	3 <sup>rd</sup>

11	Shri. A.A. Damle & Smt. S.A. Damle	401	753	4 <sup>th</sup>
12	Smt. A.M. Alshi & Shri. S.M. Alshi	402	806.5	4 <sup>th</sup>
	Shri. V.S. Dighe	302	753	3 <sup>rd</sup>
	Shri. K.D. Chiplunkar & Mr. Kedar K. Chiplunkar	303	753	3 <sup>rd</sup>
15	Shri. S.S. Joshi	404	753	4 <sup>th</sup>
16	Smt. S.V. Mahajan	501	753	5 <sup>th</sup>
	Smt. V.S. Deshpande	502	753	5 <sup>th</sup>
18	Shri. M.L. Tamhane	504	753	5 <sup>th</sup>



M.B. Satra

ठ न न - २
दस्ता क्र.मांक २५७७७ / २०२२
९ / ७८

FORTH SCHEDULE

A residential/commercial premises bearing flat bearing No. 103, admeasuring 587 sq. feet of carpet area on the 1<sup>st</sup> floor, in the building which is to be constructed in or upon the piece and parcel of plot of land bearing City Survey no.28D, Tikka no.15 and City Survey no 15 and Tikka no 16, an area admeasuring 1148 sq. yards i.e. 960 sq.mtrs, lying, being and situate at Ram Ganesh Gadkari Path, village Panchpakhadi, Taluka and District Thane, within the limits of erstwhile Thane Municipal Council now within the limits of Municipal Corporation of City of Thane.

SIGNED & DELIVERED

by the Withinnamed 'DEVELOPERS'  
M/s ANNIRHUDHA GROUP, Shilpali Project  
Through its Sole Proprietor

1) SHRI HEMANTCHANDRA B. VAIDYA,

*Hemant*



SIGNED & DELIVERED by the  
withinnamed 'PURCHASER'

MRS. MITTAL BHARAT SATRA

*M.B. Satra*



In the presence of

- 1) *Dipen Vikas*
- 2) *Bharat Satra*



ट न न - २
दस्त क्रमांक २५७७७/२०२२
२०/७७

## RECEIPT

Received of and from Mrs. Mittal Bharat Satra (Purchaser) a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) as and by way of Advance Payment of consideration against the sale of Flat No. 103 on 1<sup>st</sup> Floor, admeasuring 587 sq.ft. carpet area (as per RERA) in the building which is to be constructed in or upon the piece and parcel of plot of land bearing City Survey No. 28D, Tikka No. 15 and City Survey No. 15 and Tikka No. 16 an area admeasuring 1148 sq.yards i.e. 960 sq.mtrs. lying being and situate at Ram Ganesh Gadkari Path, Village Panchpakhadi, Tal. & District Thane, within the limits of erstwhile Thane Municipal Council now within the limits of Municipal Corporation of City of Thane, by following manner.

Sr. No.	Bank Name	Cheque RTGS No.	Date	Amount in Rs.
		UTR no. TBSB22694001132	21/10/2022	20,00,000/-

Rs.20,00,000/-

I/We say Received

*M. Vaidya*

M/s. Aniruddha Group Shilpali Project

Proprietor

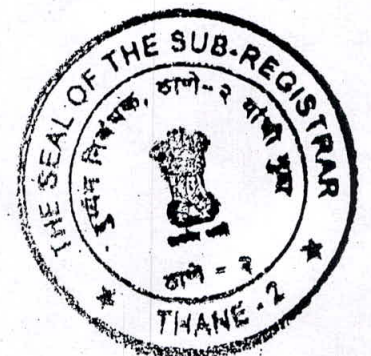
Shri. Hemchandra Bhaskar Vaidya



ट न न - २
दस्त क्रमांक २५७७७/२०२२
२९ / ७८

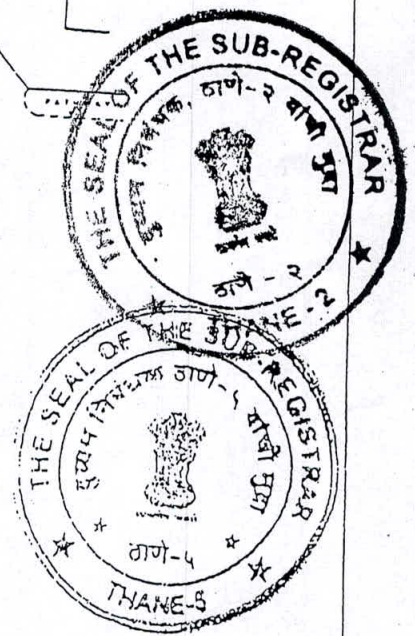
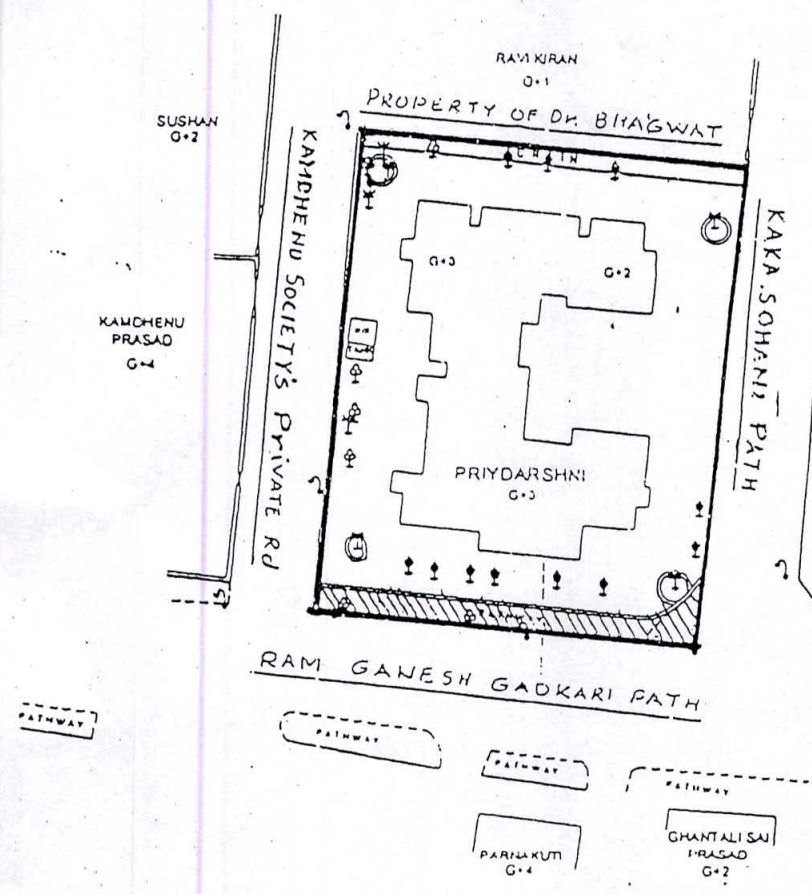
## Annexure to Sell Agreement for Priadarshani


- ✓ A) City Survey Sketch
- ✓ B) Conveyance Deed
- ✓ C) Copy of PR Card
- ✓ D) Copy of the OC ⊕
- ✓ E) Copy of the CC
- ✓ F) Rera Certificate
- ✓ G) Table Showing area statement for residential &  
Commercial Premises
- ✓ H) Sanction Plan
- ✓ I) Carpet Area Statement
- ✓ J) Floor Plan
- ✓ K) Title Certificate
- ✓ L) Amenity list



ANNEXURE "A"  
(To Dev. Agreement)

ट न न - २  
दस्ता क्रमांक २५७०/७ /२०२२  
२२ / ७६



TITLE : SURVEY PLAN	
LOCATION : PRIYADARSHINI BLDG., GHANTALI ROAD, THANE	
DATE : 11/06/2009	
SCALE : 1:300	
DRN : VARSIA	
CHK : S.C.R.	RAJE & ASSOCIATES 2, ELEGANT HOUSE, MUMBU PUNE ROAD, KALWA, THANE TEL. 2408154

LEGEND-

COMPOUND WALL SHOWN THIS	
STRUCTURE SHOWN THIS	
TREE SHOWN THIS	
LIGHT POLE SHOWN THIS	
ROAD SHOWN THIS	

PLOT AREA = 895.03 SQ.M.  
1070.33 Sqyd

ट न न - ६  
दस्ता क्रमांक ७३२ /२०२३



Serial No 311

Presented at the office of  
Asst. Sub-Registrar, Thana.  
between the hours of 1  
and 2 on the 23<sup>rd</sup> APRIL 1971

For Priyadarshini Co-op. Housing Society Ltd.

T. K. Sate  
CHAIRMAN

Received  
Registration Rs.  
Photo Rs.  
Fee Rs.

Total Rs.

Sub-Registrar, Thana

Sub-Registrar, Thana

THN  
311-114  
1971

ट न न - २  
दस्त क्रमांक २५७८७/२०२२  
२९/७८



THIS DEED OF SALE is made on the 23<sup>rd</sup> day of  
April in the year 1971 BETWEEN PRIYADARSHINI CO-OPERATIVE  
HOUSING SOCIETY LTD., at Ghantali Colony, Thana, a Co-  
operative Society Registered in the Office of the Asst.  
Registrar of Co-operative Societies Thana under Regist-  
ration Certificate No. TNA/HSG/766 dated 6th April 1971,  
hereinafter referred to as the PURCHASER (which  
expression shall unless repugnant to the context includes  
such other person or persons as may for the time being  
entitled to hold the properties of the said PRIYADARSHINI  
CO-OPERATIVE HOUSING SOCIETY at Thana) of the FIRST PART  
AND SMT. INDIRABAT SHANKAR WAKADE, age 60, occupation  
Household residing at Ghantali Devi Road, Thana herein

THANA

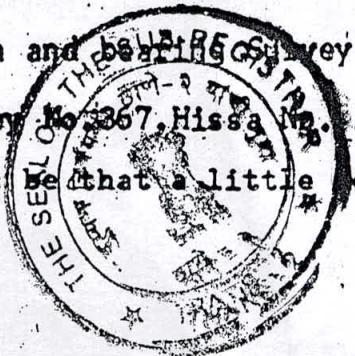
ट न न - २
दस्ता नं. २५०६० / २०२२
२० / ६८

T.H.N
311-2/14
1971

- 2 -

repugnant to the context and meaning thereof be deemed to include her heirs, executors and administrators and legal representatives) of the SECOND PART and SHRI SATISH SITARAM CHITNIS, age about 28, occupation business and service, residing at Ganesh Bhuvan, Gokhale Road, Thana, hereinafter referred to as the CONTRACTOR (which expression shall unless repugnant to the context include his heirs, executors, legal representatives and assigns) of the THIRD PART and SHRI SHAMAPRASAD SHANKAR WAKADE, age 22, occupation service residing at Ghantali Thana and SHRI MADHAV SHANKAR WAKADE, age 19, occupation unemployed residing at Ghantali, Thana, hereinafter referred to as the CONFIRMING PARTIES (which expression shall unless repugnant to the context and meaning thereof include the heirs, executors and legal representatives and assigns of either or both of them) of the FOURTH PART:

WHEREAS the Vendor herein has by an agreement of Sale made between the Vendor and the Contractor on 21-7-70 agreed to sell to the Contractor or his nominees all and singular the piece or parcel of the land situate and lying at Panchpakhadi (Thana), within the limits of the Thana Municipal Council, Tahsil and Registration Sub-Division Thana, District and Registration Division Thana and bearing Survey No. 365 A Hissa No. 6 Part and Survey No. 367, Hissa No. 1/1 Part, admeasuring 1,148 sq. yards be that a little more or less together with



3

83

T H N	
311-3	14
1971	

उ न न - २
दस्ता क्रमांक २५७६७७ / २०२२
२५ / ७७

- 3 -

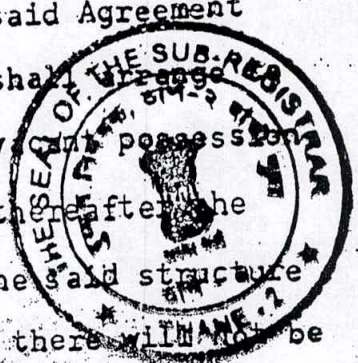
structures standing thereon and more particularly described in the Schedule hereunder written with all its appertenances.

AND WHEREAS the Contractor herein has agreed with the Purchasers herein to construct for the Purchaser by way of a Package Deal a building of 18 flats on the terms and conditions separately agreed to by and between the Purchaser and the Contractor.

AND WHEREAS under the said Agreement between the Purchaser and the Contractor, it has been agreed, interalia, that the Contractor shall get completed in the name of the Purchaser the necessary document of sale in terms of the said Agreement to Sell dated 21-7-70 between the Vendor and the Contractor as aforesaid and further to join in the Document.

AND WHEREAS in the terms of said Agreement between the Purchaser and Contractor shall get from the tenants in the property vacant possession of their respective portion and that thereafter the Contractor will proceed to demolish the said structure so that at the time of the conveyance there will be any structures standing on the property.

AND WHEREAS in person of the said Agreement and in consideration of the covenants thereof that the Contractor has obtained vacant possession of the structures



ट न न - २

दस्ता क्रमांक 24626 / 2022

व/ 64

THN

311-4/14

1971

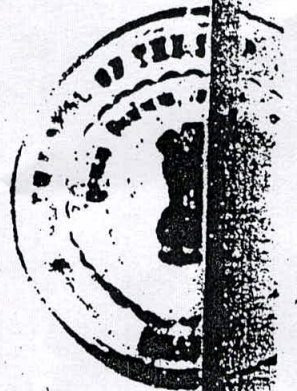
- 4 -

from the tenants as well as from the Vendor and has further demolished the same so that at the time of execution of this deed there is no structure standing in the property.

AND WHEREAS during the course of investigation of title of the Vendor to the said property, it is noticed that it is necessary to have in the document of Sale the Confirming Parties for the purpose of recording their concurrence to the said sale and agree to the various representations made by the Vendor for the purpose of making out here clear and marketable title to the said property and to confirm the same.

AND WHEREAS the Vendor has informed the Purchaser that the said property is of her full and absolute Ownership having been purchased by her out of her own moneys which were gifted to her by her husband the deceased Shankar Laxman Wakade.

AND WHEREAS the Contractor at or about the time of the said Agreement to sell made on 21-7-70 between him and the Vendor as aforesaid, paid to the Vendor an amount of Rs. 7,000/- as and by way of Earnest money (the receipt and payment whereof the Vendor doth hereby admit and acknowledge).



5

ट न न - २
दस्ता क्रमांक २५६६०/२०२२
२५ / ६६

THN
311-5/14
1971

- 5 -

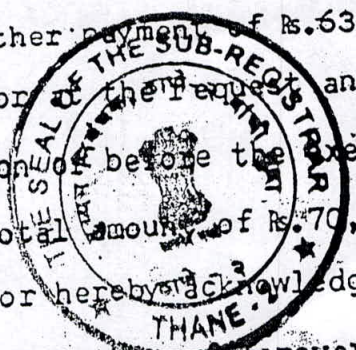
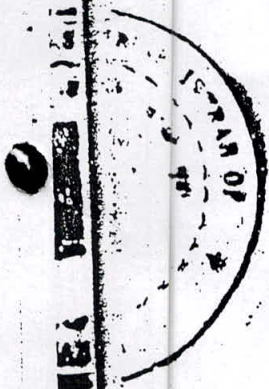
AND WHEREAS the Purchaser has before execution of this Deed paid to the Vendor the balance amount of Rupees 63,000/- (the receipt whereof the Vendor hereby acknowledges).

AND WHEREAS the Purchaser has paid to the Contractor an amount of Rs.20,000/- being made up of Rs.10,000/- in cash and Rs.10,000/- by cheque dated 14-12-70 (the receipt whereof the Contractor hereby acknowledges)

AND WHEREAS the Purchaser has before the execution of this Deed paid to the Contractor a further sum of Rs.7,000/- (the receipt whereof the Contractor hereby acknowledges).

NOW THEREFORE THIS DEED WITNESSES AS UNDER:-

1. That in consideration of the payment of Rs.7,000/- by the Contractor to the Vendor on or about 21-7-70 as aforesaid and further payment of Rs.63,000/- by the Purchaser to the Vendor and by the direction of the Contractor and before the execution of this Deed thus making a total amount of Rs.70,000/- (the receipt whereof the Vendor hereby acknowledges and of and from the same or any part thereof forever releases and Purchaser and the Contractor) the said Vendor hereby conveys and transfers and assigns by way of sale to the Purchaser her right title and interest in the said



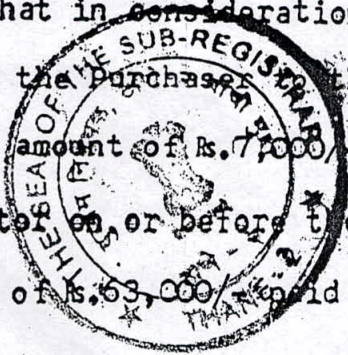
240/6 / 2022  
25/02

THN  
311-6/14  
1971

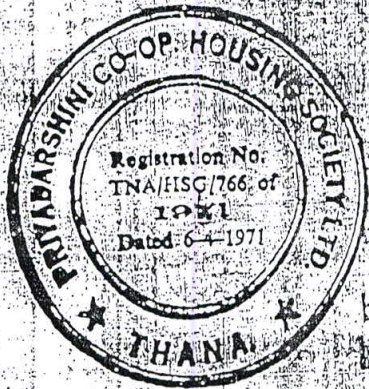
- 6 -

possession of all the piece and parcel of land situate lying at village Panchpakhadi (Thana), Taluka and Registration Sub-Division Thana, District and Registration Division Thana, within the limits of the Thana Municipal Council and bearing Survey No. 365A, Hissa No. 6 (part) and Survey No. 367, Hissa No. 1/1 (part), admeasuring in the aggregate 1,148 square yards more particularly described in the Schedule hereunder written and delineated and bounded by red lines on the plan annexed hereto together with fences, hedges, ditches, dykes, ways, water courses, liberties, privileges, easement and appurtenances, whatsoever enjoyed or belonging to the aforesaid property to and unto the use of the Purchaser and his successor in interest and assigns or Administrators, etc. to have and to hold the same absolutely and forever as absolute owners thereof free from all encumbrances and charges, claims and demands whatsoever subject NEVERTHELESS to the payment of the Government assessment and other charges, taxes, cess, rates, etc., levied or leviabale by the Government or the Local Bodies in respect of the said property.

2. That in consideration of the payment of Rs. 20,000/- made by the Purchaser to the Contractor as aforesaid and further amount of Rs. 7,000/- paid by the Purchaser to the Contractor on or before the execution of this Deed and the sum of Rs. 63,000/- paid by the Purchaser to the Vendor



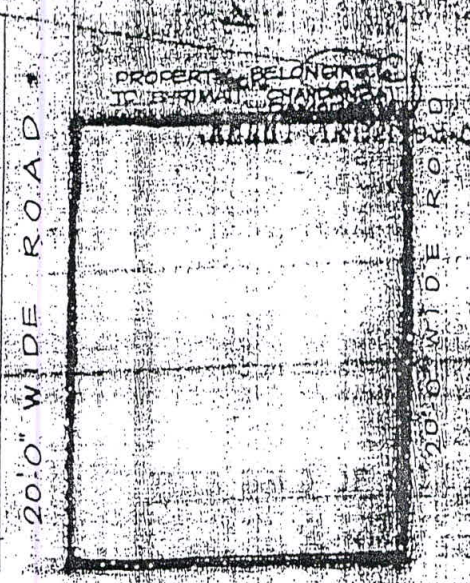
277-2  
 240/60  
 22/10/71



*T. P. Saha*  
 CHAIRMAN

For Priyadarshini Co-op Housing Society Ltd.

*Uday...*  
 TREASURER



PROPERTY BELONGING TO STATE  
 NORTH  
*Pradyumn...*  
*Sub...*  
 N.S. W...



NOT BOUNDED COLOURED RED  
 CONTAINS AREA (APPROX.) 1148 SQ. YDS.  
 SCALE: 50.0' TO AN INCH

PLAN SHOWING PROPERTY  
 BEARING S.NO. 365A H.NO. 6 (PART)  
 NO. 367 H.NO. 1 (PART) PANCHPAKHADI  
 THANA

230200  
30/02

77 Vol  
29 P



The document is registered  
No. 311/1951



BOUND COPIES  
APPROX 1000  
(1000 OF 1000)

AN SHOWING PROPER  
ARRANGING AND SEPARATING  
OF THE HINDU PROPERTY



85

7

ट न न - २
दस्ता क्रमांक २५७७७ / २०२०
३९ / ७७

THN
311-7/14
1971

- 7 -

at the request and by the direction of the Contractor as aforesaid and a further payment of Rs.24,800/- which the purchaser covenant to pay to the Contractor within a period of 2 months from the date hereof, making a total payment of Rs.1,14,800/- ( the receipt whereof the Contractor hereby acknowledges and of and from the same or any part thereof forever releases the Purchaser and the Vendor) the Contractor joins in this Indenture and transfers and assigns to the Purchaser all his rights accrued to him under the said Agreement dated 21-7-70 between the Contractor and the Purchaser.

3. That the confirming parties join in this Indenture and record their consent and correctness of the various representations made by the Vendor to the Purchaser and confirm the sale, transfer and conveyance of the property by the Vendor to the Purchaser.

4. The aforesaid property was in actual possession of the Vendor and her tenants till the contractor obtained possession of the structure from the said tenants as well as from Vendor and demolished the said structure as aforesaid the Vendor continued to be in possession of this Deed along with the contractor who had demolished structure as aforesaid. The Vendor and the Contractor have each of them put the Purchaser this day in actual possession of the vacant land by ascertaining the boundaries at site.



5 AND the Vendor does hereby covenant and declare

ट न न - २

24/06/2022

32/66

T-H-N

311-814

1971

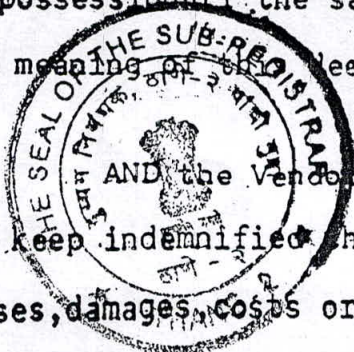
- 8 -

for herself, her heirs, executors, representatives and assigns that she, the Vendor now has good right to convey the property hereby conveyed or expressed to be conveyed unto the Purchaser his heirs, executors, administrators, representatives and assigns in manner aforesaid.

6. AND that the Purchaser shall hereafter peaceably hold, use and enjoy the same as his own chattel and property without any hindrance, interruption, claim or demanded by or from the Vendor or any other person whomsoever claiming through or under the Vendor.

7. AND the Vendor and all persons claiming under her do hereby further agree with the Purchaser, at all times hereafter and upon my reasonable request and at the cost of the Purchaser to do and execute, or cause to be done and executed, all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and any part thereof to the Purchaser and his representatives and placing him or them in possession of the same according to the true interest and meaning of the deed.

8. AND the Vendor does hereby agree to save harmless and keep indemnified the Purchaser from and against all losses, damages, costs or expenses, which he may sustain or incur by reason of any claim being made by anybody whomsoever to the said property or in respect of any arrears of taxes or cesses due thereof.



9

(86)

THN
311-9/14
1971

ट न न - २
दस्ता क्रमांक 240/60 / 2022
33 / 62

- 9 -

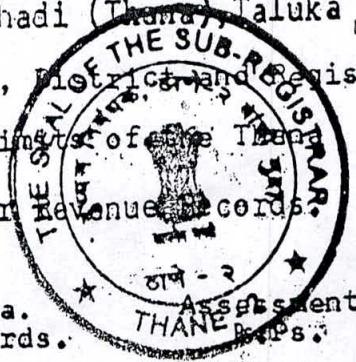
9. AND the Vendor further agrees with the Purchaser and declares that she has not done or been party to any act whereby the said property is or may be under any charge in title, claim estate or otherwise, however, or whereby the Vendor is prevented from conveying or assigning the said property or any part thereof.

10. It is hereby agreed and declared that the Stamp duty and Registration charges will be borne and paid by the Purchaser alone.

IN WITNESS WHEREOF the Vendor, Contractor and the Confirming Parties have executed this Deed of Sale on the day abovementioned.

THE SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT COMPACT PIECE OR PARCEL of land admeasuring about 1,148 square yards ( 960 square meters) or thereabout, situated at Panchpakhadi (Thana), Taluka and Registration Sub-Division Thana, District and Registration Division Thana, within the limits of the Thana Municipal Council and bearing as per Revenue records.



S.No.	H.No.	Area. Sq.yards.	Assessment, Rs.
365 A	6(Pt.)	450	0-47
367	1/1(Pt.)	698	0-84
		1,148	1-31

i.e. equivalent to 960 Sq. Meters.

admeasuring on the East side 110 Ft. on the West side

T H N	
311-10	14
1971	

दस्तावेज क्रमांक 240/60/2022  
38/64

- 10 -

115 ft. on the South side 85 ft. and on the North side 90 ft. bounded on or towards East by a 20' ft. proposed road, on or towards the West by the property of Mrs. Chandanbai Damodar, on or towards the South by 30 ft. wide former Panchayat Road and on or towards the North by the property of Mrs. Chandanbai Damodar bounded on the West by a brick wall and on other sides by barbed wire fencing in a vacant condition as shown by Red lines on plan attached.

SIGNED, SEALED & DELIVERED  
by Smt. Indirabai Shankar  
Wakade, the Vendor herein  
in the presence of ..

इतिरक्तसुखे शि चिन्त

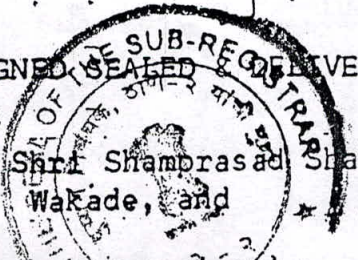
- 1. *Indirabai*
- 2. *R.K. Dighe*

SIGNED SEALED & DELIVERED  
by Shri Satish Sitaram  
Chibnis, the Contractor  
herein in the presence of

*Satish*

- 1. *Indirabai*
- 2. *R.K. Dighe*

SIGNED, SEALED & DELIVERED  
by:  
1) Shri Shambrasad Shankar  
Wakade, and  
2) Shri Madhav Shankar  
Wakade, the Confirming  
Parties herein in the  
presence of:



*Shambrasad*  
*M.S. Wakade*

*Indirabai*



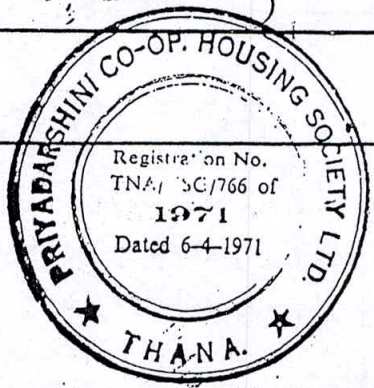
11

T H N  
311-11/14  
1971

87  
प न न - २  
दस्ता क्रमांक 246200/20  
34 / 62

- 11 -

The common seal of Priyadarshini Co-operative Housing Society Ltd., has hereunto been affixed pursuant to a Resolution dated 20th day of April 1971 passed in the General Meeting of the Society in the presence of 1) Tryambak Krishnaji Date, (2) Vinayak Shreedhar Mahajan, Members of the Managing Committee of the Society and (3) Vivek Madhav Potnis, the Secretary of the Society who have signed for and on behalf of the Society in the presence of.



For Priyadarshini Co-op. Housing Society Ltd.

T. K. Date  
CHAIRMAN

For Priyadarshini Co-op. Housing Society Ltd.

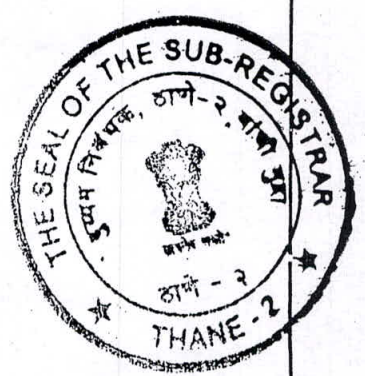
Mahajan  
TREASURER

For Priyadarshini Co-op. Housing Society Ltd.

Om. Band  
SECRETARY

- 1. Borcalle
- 2. R. K. Dighe

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser the sum of Rs.63,000/- which together with the sum of Rs.7,000/- received as earnest or deposit on the 24th July 1970 from the First Confirming Party, making in the aggregate the sum of Rs.70,000/- (Rupees seventy thousand) being the full consideration amount withinmentioned to be by them paid to me.



Rs.70,000/-

I SAY RECEIVED.

Witnesses:-

- 1. Borcalle
- 2. R. K. Dighe

इंदिराबाई इ. वामस  
Borcalle  
Dighe



ठ न न - २  
दस्ता क्रमांक 246/6 / 2022  
32/6

12  
THN  
311-12/14  
19/1

- 12 -

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchasers the sum of - Rs.7,000/- which together with the sum of Rs.20,000/- received from the Purchaser on the 14th day of December 1970, and the sum of Rs.63,000/- paid to the Vendor at my request and by my direction and the sum of Rs.24,800/- covenanted to be paid within a period of two months hereof, making in the aggregate the sum of Rs.1,14,800/- (Rupees one lac fourteen thousand and eight hundred) being the full consideration amount withinmentioned to be by them to me.

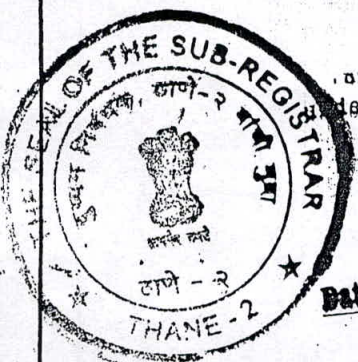
Rs.1,14,800/-

I SAY RECEIVED.

WITNESSES: -

- 1. Borait
- 2. R.K. Dighe

Quiter



This document was opened for the purposes of Photography under Section 70-D (1) (b) of the Indian Registration Act.

Poona :

Dated 20-9-2019

B.P. Phatale  
Manager,  
Govt. Photo Registry Office &  
Photographic Expert to Govt.  
Poona.

13

88

THN
311-13/14
1971

त न न - २
दस्ता क्रमांक 240/6/2022
30 / 6

-13 -

- 1) Smt Indrakshi Shankar Wakde.
- 2) Shri Satish Jitaram Chitnis
- 3) Shamprasad Shankar Wakade (4)  
Madhav Shankar Wakade - No1 Hanshod  
No 2 & 3 Service and No. 4 rd, 60/28/22  
19, Mans (5) Tryambak Krishnaji  
Dale, Chairman (6) Vinayak Shreedhar  
Mahajan, (7) Vivek Madhav Patnis  
Secretary of M. Priyadarshini Coop  
Housing Society Ltd, Service, 37/27  
3) All residuis at Mans



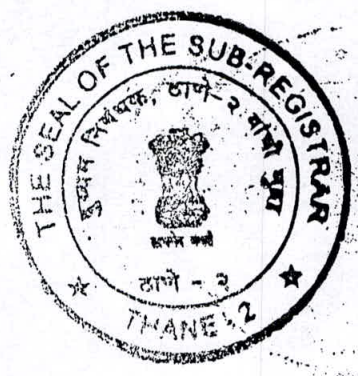
Executing party .....

.....  
.....

admits execution of the ..  
called conveyance .. and

nos. 5 to 7 identify the seal of the Society

- 1) इंदिराबाई शं. वाकडे
- 2) Chitnis
- 3) Wakade
- 4) M.S. Wakade
- 5) T.K. Dale
- 6) Mahajan
- 7) Om. Patnis



ट न न - २

दस्ता क्रमांक 24666/2022

35/62

THN

311-14/14

1971

- 14 -

Shri Ramesh Krishnaji Dighe, Bandwate Thane

known to the Sub-Registrar, states that he personally knows the above executant and identifies him as ~~the~~ <sup>the</sup> ~~same~~ <sup>the</sup> ~~person~~ <sup>person</sup> ~~mentioned~~ <sup>mentioned</sup> therein.

R. K. Dighe

Date: 23.4.71

Received ~~certificates~~ necessary certificates for the I.T.O. on 18/6/71.

S.R. Thane

Sub-Registrar, Thana.

REGISTERED No. 311 of Book No. 1

Sub-Registrar,

Dated 18th June 1971.

