19152

AXIS BANK

TECHNICAL REQUEST FORM

NAME OF THE CUSTOMER :	Mr. Shantilal Rangani
NAME OF THE SELLER :	
PROPERTY ADDRESS : FLAT No. :	807 (A&B)
FLOOR No. :	8th floor
BUILDING NAME :	Rosa Bella
COMPLEX NAME :	
PLOT No. :	
SECTOR No. :	
LAND MARK :	GB Road
CITY :	Thane
PIN CODE :	400607
TEL :	MOBILE 97699 61192
CONTACT PERSON NAME :	Mr. Shantilal Rangani
APF NO :	

TYPE OF CASE : BUILDER / RESALE / SELLER BALANCE TRANSFER / BALANCE TRANSFER

MHADA RESALE / LAP / CIDCO ALLOTMENT / MHADA ALLOTMENT

DOCUMENTS PROVIDED :			
SALE AGREEMENT :	☑ YES	☐ NO
COMMENCEMENT CERTIFICATE :	☐ YES	☐ NO
PLAN :	☐ YES	☐ NO
OCCUPANCY CERTIFICATE :	☑ YES	☐ NO

APF PROJECT AGENCY NAME :	
EXECUTIVE NAME :	Bhavesh Aillani
EXECUTIVE SIGN :	Bhavesh
BANK OFFICER NAME :	Chandan Kumar
SIGN OF TEAM LEADER :	
RAC :	Thane
DATE	01-10-2021

Index-2(सूची - २)

3123335
22/03/2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5
दस्त क्रमांक : 3123/2013
नोंदणी :
Regn:63m

807 A

गावाचे नाव : 1) कावेसर

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	1222000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	2468000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा.इतर वर्णन :सदनिका नं: 807 ए, माळा नं: 8, बिल्डींग-ए , इमारतीचे नाव: रोजा बेल्ला बिल्डींग , रोड : कावेसर ठाणे , इतर माहिती: सदनिका नं: 807 ए, माळा नं: 8, बिल्डींग-ए , इमारतीचे नाव: रोजा बेल्ला बिल्डींग , रोड नं: कावेसर ठाणे , इतर माहिती: मौजे कावेसर स.नं.199/8,201,202.((Survey Number : - ;))
(5) क्षेत्रफळ	1) 33.56 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स साई एंटरप्रायझेस तर्फे भागीदार मनोज खेतवानी तर्फे कु.मु. म्हणून सुरेश थोरवे - - वय:-33; पत्ता:-प्लॉट नं: ऑफिस न.2,3, माळा नं: -, इमारतीचे नाव: विहंग विहार , ब्लॉक नं: -, रोड नं: पाचपाखाडी ठाणे , , . पिन कोड:-400602 पॅन नं:-AAEFS0841H
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-शांतीलाल नानजी रंगानी - - वय:-48; पत्ता:-प्लॉट नं: बी 601, माळा नं: -, इमारतीचे नाव: निळकंठ व्हॅली , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे, , . पिन कोड:-400607 पॅन नं:-AEJPR7910R 2): नाव:-दमयंती शांतीलाल रंगानी - - वय:-39; पत्ता:-प्लॉट नं: 601 बी, माळा नं: -, इमारतीचे नाव: निळकंठ व्हॅली , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे, , . पिन कोड:-400607 पॅन नं:-AGMPR1043C
(9) दस्तऐवज करुन दिल्याचा दिनांक	21/03/2013
(10)दस्त नोंदणी केल्याचा दिनांक	22/03/2013
(11)अनुक्रमांक,खंड व पृष्ठ	3123/2013
(12)बाजारभावाप्रमाणे मुद्रांक	123690

THE SEAL OF THE SUB-REGISTRAR ठाणे-५ THANE-5

iSarita v1.0

ठाणे - ५

दस्त क्रमांक 3923 /२०१२

9 / 902

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अंहवाल सन 2010

1. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक 1
2. सादरकर्त्याचे नाव :- शांतीलाल, नानजी [illegible]
3. तालुका :- ठाणे
4. गावाचे नाव :- कोपरी
5. नगरभुमापन क्रमांक/सर्वे क्र./अंतिम भुखंड क्रमांक :- 199, 201, 202
6. मूल्य दरविभाग (झोन) :- उपविभाग 11/42-23-1
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक

   प्रति चौ मी.दर :- 70,000+5%

8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 33-58 कार्पेट / बिल्ट अप चौ.मीटर / फूट
9. कारपार्किंग :- — गच्ची :- — पोटमाळा :- —
10. मंजला क्रमांक :- 8वा उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- — घसारा:- —
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र.:- — ज्यान्वये दिलेली घट / वाढ
14. लिव्ह ॲन्ड लायसन्सचा दस्त :-1. प्रतिमाह भाडे रक्कम :- —

    निवासी / अनिवासी 2. अनामत रक्कम / आगाऊ भाडे :- —

    3. [illegible]

15. निर्धारीत केलेले बाजारमूल्य :- 12,22,000/-
16. दस्तामध्ये दर्शविलेली मोबदला :- 24,68,000/-

17. देय मुद्रांक शुल्क:- 1,23,690/- भरलेले मुद्रांक शुल्क:- 1,23,690/-
18. देय नोंदणी फी:- 30,000/-

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक ठाणे-५ THANE-5

लिपीक सह दुय्यम निबंधक

1,23,690/-

उमट मुद्रांक किंवा आल्ट्रा व्हायलेट लॅम्प खाली तपासले व एम.एम.एस./संबंधित प्राधिकृत अधिकाऱ्याशी दुरध्वनी करून संपर्क साधून खात्री करावी आढळून आला

सह/दुय्यम निबंधक, ठाणे क्र.५
जिल्हा-ठाणे

१ उशाचा गणिक नंबर
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व संकेत, [illegible] Avail

For THE COSMOS CO-OP BANK LTD.

Authorised Signatory

THE SEAL OF THE SUB-REGISTRAR ठाणे-५ THANE-5

For THE COSMOS CO-OP BANK LTD.

Authorised Signatory

The Cosmos Co-operative Bank LTD., Thane Branch, Thane
D-5/STP(V)/C.R.1004/05/[illegible]
4/1765-67

टनन - ५
दस्त क्रमांक 3923 /२०१३
2 1902

ॐ

THIS AGREEMENT made at Thane this 21st day of MAR. 2013 between **M/S. SAI ENTERPRISES (PAN AAEFS 0841 H)**, a partnership firm registered under the Indian Partnership Act 1932 having their registered office at 2 and 3, Vihang Vihar [illegible] Panchpakhadi, Thane (West) - 400 602 and Administrative Office at Manera Compound, Village: Kavesar, Ghodbunder Road, Thane (West) - 400 607 hereinafter referred to as the **'PROMOTERS'** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners for the time being constituting the said firm M/s. Sai Enterprises, their survivors or survivor and the heirs, executors and administrators of such last survivor) of the One Part

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And **SHRI/SMT/M/S.**

SHANTILAL NANJI RANGANI &
DAMYANTI SHANTILAL RANGANI

(PAN AEJPR7910R)

, Indian Inhabitant/s, a firm registered under the Indi Partnership Act, 1932/ a company registered under the Companies A 1956 having his/ her/ their address/ office at B-601, Neelkanth Valley, Kolshet Road, Dhokali-Naka, Thane (W) - 400607

hereinafter referred to as the **'FLAT PURCHASER'** (which express shall unless it be repugnant to the context or meaning thereof mean a include his/her heirs, executors, administrators and permi assigns/their respective heirs, executors, administrators and permi assigns/ the partners for the time being of the said firm, their surviv or survivor and the heirs, executors and administrators of such l survivor/it's successors and assigns) of the Other Part.

WHEREAS:-

(a) One Shri Ratan Shimgo Manera during his life time was the ow of, seized and possessed of or otherwise well and suffici entitled inter alia the property being plots of land bearing Survey No.15 H.No.8 admeasuring 7900 sq.mtrs., (ii) Su No.20 admeasuring 6470 sq.mtrs. and (iii) Survey N admeasuring 1,770 sq.mtrs. in all admeasuring 16,140 sq. m with the structures which were standing thereon situate, lying being village Kavesar, Taluka, District and Registration Di and Sub-District of Thane within the limits of Thane Mun Corporation and delineated on the plan hereto annexed marked **Annexure: A** and thereon shown surrounded by red boundary line and more particularly described in the Schedule hereunder written and hereinafter referred to as the **Property'**.

THE SEAL OF THE SUB-REGISTRAR THANE

दस्त क्रमांक 3923 /2023

3 /902

(b) The said Shri Ratan Shimgo Manera died intestate on 9th A 1993 leaving him surviving his two wives (1) Smt. Krish Ratan Manera and (2) Smt. Champabai Ratan Manera, his

daughters (3) Smt. Yamuna Shiva Bhosale, (4) Smt. Radhabai Waman Mhatre and (5) Smt. Pushpa Manoj Bhoir and his three sons (6) Shri Naresh Ratan Manera (7) Shri Dilip Ratan Manera and (8) Shri Kerunath Ratan Manera as his only legal heirs and next of kin. Thereafter the said Smt. Krishnabai Ratan Manera died intestate on 17th January, 2003.

(c) After demise of the said Shri Ratan Shimgo Manera and the said Smt. Krishnabai Ratan Manera each of the said (1) Smt. Champabai Ratan Manera, (2) Smt. Yamuna Shiva Bhosale, (3) Smt. Radhabai Waman Mhatre, (4) Smt. Pushpa Manoj Bhoir, (5) Shri Naresh Ratan Manera, (6) Shri Dilip Ratan Manera and (7) Shri Kerunath Ratan Manera had 1/7th undivided share, right, title and interest in the said Property.

(d) By a Deed of Release dated 29th October, 2004 registered with the Sub Registrar of Assurances at Thane under Serial No.TNN-5-7830 of 2004 made between the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera (therein referred to as the Party of the First Part) of the First Part and the said (1) Smt. Champabai Ratan Manera, (2) Smt. Yamuna Shiva Bhosale, (3) Smt. Radhabai Waman Mhatre and (4) Smt. Pushpa Manoj Bhoir (therein referred to as the Party of the Second Part) of the Second Part, the said Smt. Champabai Ratan Manera, Smt. Yamuna Shiva Bhosale, Smt. Radhabai Waman Mhatre and Smt. Pushpa Manoj Bhoir had released their respective 1/7th undivided share, right, title and interest in the said Property in favour of the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera.

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(e) In the events that had happened as above the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera (hereinafter referred to as the **'Owners'**) became the owners of and are seized and possessed of or otherwise well and sufficiently entitled to interalia the said Property more particularly described in the First Schedule hereunder written.

(N) (S.T.S. ઝેગાકરી)

(f) The Owners through their Architects Archetype Consultant Pvt. Ltd. got prepared the building plans in respect of th Property and submitted the same to the Thane Mu Corporation for its approval.

(g) By a Development Agreement dated 6th February, 2006 reg with the Sub-Registrar of Assurances at Thane under No.TNN-5 1463 of 2006 made between the Owners (therei referred to as the Owners) of the One Part and Roma Builder Ltd. (therein referred to as the Developers) of the Other Par Owners had agreed to grant to the said Roma Builders Pvt. Lt development rights in respect of the said Property fo consideration and upon the terms and conditions th mentioned.

(h) The Ministry of Environment and Forests (I. A. Divi Government of India vide it's order/letter dated 7th Septe 2006 bearing No.21-277/2006-IA.III duly accorded neces environmental clearance for the project of development o various properties (to be carried on by the said Roma Builders Ltd.) including interalia the said Property subject to the terms conditions mentioned therein. Thereafter in pursuance of request letter from the said Roma Builders Pvt. Ltd. the Minis Environment and Forests (I.A. Division), Government of India it's order/letter dated 14th March, 2007 has modified the earlier order/letter dated 7th September, 2006 as menti therein.

(i) The Collector of Thane by his order bearing No.Rev/Sec-1/NAP/SR-6/07 dated 28/6/2007 granted the permission for a agricultural use of the said Property for residential and comme purposes upon the terms and conditions therein mentioned.

(j) A portion of the said Property admeasuring about 2686.82 sq.m and shown by brown colour hatches on the plan hereto anne and marked **Annexure: A** was to go under 60 mtrs. wide Road.

(k) Another portion of the said Property admeasuring about 2017.98 sq.mtrs. is to be kept as recreation ground (R.G.).

(l) The Thane Municipal Corporation approved the above recited plans and granted the development permission for construction of residential buildings and commercial building vide V.P.No.2006/04/TMC/T.D.-D.P./TPS/538 dated 17th November, 2006. Thereafter the said Roma Builders Pvt. Ltd. had submitted the amended plans for construction of two residential buildings each consisting of stilt + podium + 13 upper floors and one commercial building consisting of ground and one upper floor by consuming and utilising 11329.01 sq.mtrs. F.S.I. of the said Property and the same had been sanctioned by the Thane Municipal Corporation on 25th September, 2008 and the Thane Municipal Corporation had also granted the Development Permission / Commencement Certificate bearing V.P.No.2006/04 TMC/TDD 391 dated 25th September, 2008.

(m) The said Roma Builders Pvt. Ltd., for their own reasons were not interested to carry out the intended development on the said Property as provided under the said Development Agreement dated 6th February, 2006 and the said Roma Builders Pvt. Ltd. were desirous of assigning the development rights in the said Property acquired by them under the said Development Agreement dated 6th February, 2006 to M/s. Sai Enterprises i.e. the Promoters herein with the consent of the Owners.

(n) By an Agreement for Assignment of Development Rights dated 21st August, 2009 registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN – 5 – 7301 of 2009 made between the said Roma Builders Pvt. Ltd. (therein referred to as the Assignors) of the First Part, the Owners (therein also referred to as the Owners) of the Second Part and M/s. Sai Enterprises i.e. the Promoters herein (therein referred to as the Assignees) of the Third Part (hereinafter referred to as the **'said Agreement for Assignment of Development Rights'**), the said Roma Builders Pvt. Ltd. with the consent of the Owners have agreed to assign and transfer to the Promoters the development rights in respect of the

said Property acquired by the said Roma Builders Pvt. Li the Owners under the said Development Agreement da February, 2006 for the consideration and upon the ter conditions therein mentioned.

(o) Shri Niranjan L. Hiranandani and Shri Surendra L. Hirar the two of the directors of the said Roma Builders Pvt. L executed a Joint Declaration dated 21st August, 2009 c that in view of the execution of the said Agreement for Ass of Development Rights the said Roma Builders Pvt. Ltd. right, title and interest in the said Property.

(p) Pursuant to the **said Agreement for Assignment of Deve Rights** dated 21st August, 2009 the Owners have ex Power of Attorney dated 21st August, 2009 authenticate the Sub-Registrar Thane No.5 under Serial No.325/2 appointed (1) Shri Naresh Sudama Khetwani (2) Shri Kanayalal Khetwani and (3) Shri Suresh Devichand partners of the Promoters to be the true and lawful atto them to do the various acts, deeds, matters and things i of the said Property as therein mentioned

(q) The Owners had granted to the Promoters the licence to e the said Property as provided under the **said Agree Assignment of Development Rights** to develop the said to carry on construction thereon and for that purpose acts, deeds, matters and things as may be necessary.

(r) Under the **said Agreement for Assignment of Dev Rights** in addition to the monetary consideration to be gi Owners the Promoters had also agreed to give to the (29922 sq.ft. carpet area residential premises in Wing Residential Building and (ii) 18208 sq.ft. carpet area c premises including one Office Premises in the C Buildings to be constructed by the Promoters on the said

(s) At the time of execution of the said **Agreement for Assig Development Rights** the Promoters were not de

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PROPERTY)

ALL THOSE pieces or parcels of land bearing (i) Survey No.199 H.No.8 admeasuring 7900 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey No.202 admeasuring 1770 sq.mtrs. in all admeasuring 16,140 sq. mtrs. with the structures which were standing thereon situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing Survey No.212
on or towards West	: by G.B. Road
on or towards North	: by Plot bearing Survey No.199 Hissa No.4
on or towards South	: by Plot bearing Survey No.204

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID BIGGER PLOT)

ALL THOSE pieces or parcels of land bearing (i) S.No.199 H.No.8/2 admeasuring 5600 sq.mtrs. (ii) S.No.201 admeasuring 6470 sq.mtrs. and (iii) S.No.202 H.No.2 admeasuring 1390 sq.mtrs. in all admeasuring 13,460 sq.mtrs. forming part of the said Property situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:-

on or towards East	: by Plot bearing Survey No.212
on or towards West	: by G.B. Road
on or towards North	: by Plot bearing Survey No.199 Hissa No.4
on or towards South	: by Plot bearing Survey No.204 (part)

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS AND FACILITIES

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said Flat (save and except parking space/garage).

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Pro-rata right along with all purchasers of premises in the said Property in limited common areas and facilities i.e. to say :

(1) Staircase.

(2) Staircase landing.

(3) Entrance Hall.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
LIST OF AMENITIES AND SPECIFICATION

1. Vitrified flooring in entire flat.
2. Powder coated aluminium windows.
3. Modular Switches with M.C.B./E.C.C.B.
4. P.O.P. furnished walls with acrylic paints.
5. Flush doors with copper/steel hardware fixtures.
6. Premium antiskid tiles in Bathrooms.
7. Premium C.P. & Sanitary fittings.
8. Granite Kitchen Platform.
9. Intercom and Video Door Phone.

THE SEAL OF THE SUB-REGISTRAR मुख्य निबंधक ठाणे-५ ठाणे-५ THANE-5

ठाणे - ५
दस्त क्रमांक 3923 /२०१३
५ P02

THE SIXTH SCHEDULE ABOVE REFERRED TO:

1. The expenses of maintaining, repairing, redecorating etc. of the main structure, the main entrance, passages, landings, staircase of the building, the boundary walls of the building, compound, terrace etc. as enjoyed by the Flat Purchaser/ used by him in common with the other purchasers of flats.

2. The expenses of maintaining, repairing the terrace, gutters, rain water pipes of the building, water pumps water, pipes, lift and electric wires in, under or upon the said building **ROSA BELLA** and as enjoyed by the Flat Purchaser/ used by him in common with the other purchasers of flats.

3. The cost of cleaning and lighting the passages, water pump, landings, staircase, common lights and other parts of the said building **ROSA BELLA** used by the Flat Purchaser in common as aforesaid.

4. The cost of the salaries of clerks, bill collectors, chowkidars, pump man, sweepers etc.

5. The cost of working and maintenance of common light, water pump and other service charges.

6. Deposits for the said building's water meter, electric meter, sewer line etc.

7. Municipal and other taxes such as house tax, water charges, common electricity charges, bills, cess, levy, land revenue N.A. Taxes etc.

8. Insurance of the said building **ROSA BELLA**.

9. The maintenance charges, cost, expenses and amounts required for maintenance of street light, sewer line, storm water drain, water lines, internal roads.

10. Such other expense as are necessary or incidental for the maintenance and up keep of the said building **ROSA BELLA** and the said Bigger Plot excluding the **said Plot B** and the **said Plot C**.

THE SEAL OF THE SUB REGISTRAR THANE-5

दस्त क्रमांक 3923

THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT A)

ALL THAT piece or parcel of land admeasuring 8462.84 sq.mtrs. consisting of (i) 1992.84 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 6470.00 sq.mtrs. area of the S.No.201 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing S.No.212.
on or towards West	: partly by Plot bearing S.No.199 H.No.4, partly by Plot B, partly by Plot C and partly by Plot bearing S.No.204 (part)
on or towards North	: by Plot bearing S.No.199 H.No.4.
on or towards South	: by Plot bearing S.No.204 (part).

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT B AND PLOT C)

(SAID PLOT B)

FIRSTLY: ALL THAT piece or parcel of land admeasuring 4021.13 sq.mtrs consisting of (i) 2631.13 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 1390.00 sq.mtrs. area out of the S.No.202 H.No.2 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot of land bearing S.No.204(part).
on or towards West	: by G. B. Road.
on or towards North	: by internal access road.
on or towards South	: by plot bearing S.No.204(part).

Summary1 (GoshwaraBhag-1)

335/3123
शुक्रवार,22 मार्च 2013 3:56 म.नं.

दस्त गोषवारा भाग-1

टनन5 9091902
दस्त क्रमांक: 3123/2013

दस्त क्रमांक: टनन5 /3123/2013

बाजार मुल्य: रु. 24,68,000/- मोबदला: रु. 12,22,000/-

भरलेले मुद्रांक शुल्क: रु.1,23,690/-

दु. नि. सह. दु. नि. टनन5 यांचे कार्यालयात
अ. क्रं. 3123 वर दि.22-03-2013
रोजी 3:56 म.नं. वा. हजर केला.

पावती:3364

पावती दिनांक:
22/03/2013

सादरकरणाराचे नाव: शांतीलाल नानजी रंगानी - -

नोंदणी फी रु. 24700.00

दस्त हाताळणी फी रु. 2040.00

पृष्टांची संख्या: 102

एकुण: 26740.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar,Thane 5

Joint Sub Registrar,Thane 5

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक मंडळाच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

बिल क्रं. 1 22 / 03 / 2013 03 : 56 : 24 PM ची वेळ: (सादरीकरण)

बिल क्रं. 2 22 / 03 / 2013 03 : 57 : 08 PM ची वेळ: (फी)

THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक ठाणे-५ यांची मुद्रा
ठाणे-५
THANE-5

v1.0

/705
3/2013 3 59:08 PM

दस्त गोषवारा भाग-2

टनन5 902 1902
दस्त क्रमांक:3123/2013

क्रमांक :टनन5/3123/2013
चा प्रकार :-करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स.साई एंटरप्रायझेस तर्फे भागीदार मनोज खेतवानी तर्फे कु.मु. म्हणून सुरेश थोरवे - - पत्ता:प्लॉट नं: ऑफिस न.2,3, माळा नं: -, इमारतीचे नाव: विहंग विहार , ब्लॉक नं: -, रोड नं: पाचपाखाडी ठाणे , , . पॅन नंबर:AAEFS0841H	लिहून घेणार वय :-33 स्वाक्षरी:-		
	नाव:शांतीलाल नानजी रंगानी - - पत्ता:प्लॉट नं: बी 601, माळा नं: -, इमारतीचे नाव: निळकंठ व्हॅली , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे, , . पॅन नंबर:AEJPR7910R	लिहून घेणार वय :-48 स्वाक्षरी:-		
	नाव:दमयंती शांतीलाल रंगानी - - पत्ता:प्लॉट नं: 601 बी, माळा नं: -, इमारतीचे नाव: निळकंठ व्हॅली , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे, , . पॅन नंबर:AGMPR1043C	लिहून घेणार वय :-39 स्वाक्षरी:-		

ऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
3 ची वेळ:22 / 03 / 2013 03 : 59 : 02 PM

असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

राचे नाव व पत्ता

रत रांगी - -
5
णे
ड:400601

स्वाक्षरी

श भोसले - -

400601

स्वाक्षरी

:22 / 03 / 2013 03 : 59 : 56 PM

22 / 03 / 2013 03 : 00 : 00 PM

:Thane 5

प्रमाणित करण्यात येते की सदर दस्तास एकूण 902 पाने आहेत.

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-२)

पुस्तक क्र. १
क्रमांक 3923 वर नोंदला.

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-२)

THE SEAL OF THE SUB REGISTRAR
दुय्यम निबंधक ठाणे-५ ठाणे
ठाणे-५
THANE-5

क्रमांक 2/साठे 3 दि. 23/3/2013

DATED THIS DAY OF , 20

M/S. SAI ENTERPRISES
...Promoter

TO

...Flat Purchaser

AGREEMENT FOR SALE

OF

Flat No. 807(B) on 8th Floor

in Building

'ROSA BELLA'

situated at
village Kavesar, Manera Compound,
Near Lalani Residency, Opp. Suraj Water Park,
Ghodbunder Road, Thane (West).

PRAVIN VEERA & CO.
ADVOCATES & SOLICITORS
Sai Niwas, 1st Floor, Office No:3-4,
Mahatma Phule Road,
Near Bedekar English School,
Naupada, Thane-400 602.

3354706
22/03/2013 4 04:44 PM

दस्त गोषवारा भाग-2

टनन5 9021902
दस्त क्रमांक:3124/2013

दस्त क्रमांक :टनन5/3124/2013
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मेसर्स.साई एंटरप्रायझेस तर्फे भागीदार मनोज खेतवानी तर्फे कु.मु. म्हणून सुरेश थोरवे - - पत्ता:प्लॉट नं: ऑफिस न 2,3, माळा नं: -, इमारतीचे नाव: विहग विहार बिल्डींग , ब्लॉक नं: -, रोड नं: पांचपाखाडी ठाणे , , - पॅन नंबर:	लिहून देणार वय :-33 स्वाक्षरी:-		
2	नाव:शांतीलाल नानजी रंगानी - - पत्ता:प्लॉट नं: बी-601, माळा नं: -, इमारतीचे नाव: नीलकंठ व्हॅली बिल्डींग , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे , , - पॅन नंबर:	लिहून घेणार वय :-48 स्वाक्षरी:-		
3	नाव:दमयंती शांतीलाल रंगानी - - पत्ता:प्लॉट नं: बी-601, माळा नं: -, इमारतीचे नाव: नीलकंठ व्हॅली बिल्डींग , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे , , - पॅन नंबर:	लिहून घेणार वय :-39 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:22 / 03 / 2013 04 : 04 : 20 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव:भरत रांगी - - वय:25 पत्ता:सागर झेरॉक्स ठाणे पिन कोड:400601	स्वाक्षरी		
2	नाव:राकेश ओसले - - वय:25 पत्ता:सागर झेरॉक्स ठाणे पिन कोड:400601	स्वाक्षरी		

प्रमाणित करण्यात येते की सदर दस्तास एकूण 902 पाने आहेत.
सह दुय्यम निबंधक, ठाणे-५ (वर्ग-१)

शिक्का क्र.4 ची वेळ:22 / 03 / 2013 04 : 05 : 33 PM

शिक्का क्र.5 ची वेळ:22 / 03 / 2013 04 : 05 : 45 PM नोंदणी पुस्तक 1 मुद्देसूद क्र. 9
क्रमांक 3928 वर नोंदले.

Joint Sub Registrar,Thane 5

सह दुय्यम निबंधक, ठाणे-५ (वर्ग-१)
22 मार्च 3 सही 24-12013

THE SEAL OF THE SUB REGISTRAR ठाणे-५ THANE-5

iSarita v1.0

Summary1 (GoshwaraBhag-1)

335/3124
शुक्रवार,22 मार्च 2013 4:00 म.नं.

दस्त गोषवारा भाग-1

टनन5 ~~901~~ 909/902
दस्त क्रमांक: 3124/2013

दस्त क्रमांक: टनन5 /3124/2013

बाजार मुल्य: रु. 51,64,500/- मोबदला: रु. 25,58,000/-

भरलेले मुद्रांक शुल्क: रु.2,58,690/-

दु. नि. सह. दु. नि. टनन5 यांचे कार्यालयात
अ. क्रं. 3124 वर दि.22-03-2013
रोजी 4:00 म.नं. वा. हजर केला.

पावती:3365

पावती दिनांक:
22/03/2013

सादरकरणाराचे नाव: **शांतीलाल नानजी रंगानी - -**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2040.00
पृष्टांची संख्या: 102	
	एकुण: 32040.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar,Thane 5

Joint Sub Registrar,Thane 5

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 22 / 03 / 2013 04 : 00 : 17 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 22 / 03 / 2013 04 : 01 : 00 PM ची वेळ: (फी)

THE SEAL OF THE SUB-REGISTRAR ठाणे-५ THANE-5

iSarita v1.0

कुलमुखत्यारपत्राचे घोषणापत्र

मी, श्री. श्रीमती / सौ. गोविंद काळे / सुरेश. ओझे या द्वारे घोषित करतो की, दुय्यम निबंधक ठाणे- ठाणे. यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. श्रीमती / सौ. मे. साई इन्फ्राप्रोजेक्ट तर्फे भागी. (१) मंगेश रामकानी (२) संजयलाल रामकानी. व दुसरा पक्ष दिनांक २५/२/११ रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे /निष्पादीत कबूल कबूलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णपणे सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम [illegible] अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण : ठाणे

दिनांक :

सही

कुलमुखत्यारपत्राचे घोषणापत्र लिहुन देणार

मी सदर कुलमुखत्यारपत्राचे सत्यते विषयी संपूर्ण केली आहे. [illegible] केली आहे.

सहीनिशी

THE SEAL OF THE SUB REGISTRAR ठाणे-५ THANE-5

दस्त - ६

क्रमांक ३२०४ /२०१३

१७०/१०२

ति. देणार
① Joyson P. Suffrec

ति. घेणार
① G.S. Kakade

②

②

ति. घेणार
श्री गोविंद एस. काकडे
श्री सुरेश शोरवे
वय - सज्ञान
रा. सागर इंटरप्राइज, सब रजिस्ट्रार
ऑफीस समोर, तलावपाळी ठाणे

ति. देणार
मे. साई एंटरप्राईजेस तर्फे भागीदार
① श्री जयंतीलाल पी. संघवी
② श्री मनोज सुभाष खेमवानी
वय - सज्ञान
रा. ऑफीस नं 243, विहंग विहार लोढा, पाचपाखाडी, ठाणे.

सदर कुलमुखत्यार पत्र आज दिनांक 25/02/2099
..... रोजी श्री .....
वय ..... रा. .....
..... यांनी माझ्या समक्ष
सही करून दिले व त्यांच्या उपेक्षेची विषयी
१) श्री ..... तलावपाळी ठाणे
२) श्री ..... ठाणे हे साक्षी पटवितात.

THE SEAL OF THE SUB-REGISTRAR ठाणे-५ THANE-5

अनुक्रमांक नं. 9७९/99
दि. 25/2/99
प्रमाणित फी 900/-

मुखत्यारनामा करून देणाऱ्या व्यक्तीची ओळख देणाऱ्या इसमाची स्वाक्षरी

दुय्यम निबंधक ठाणे क्र. ५

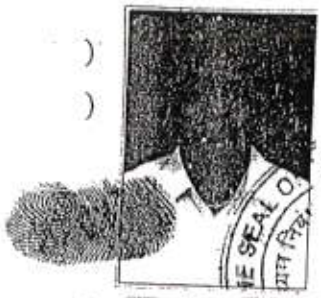
टिप- सदर कुलमुखत्यार पत्राच्या एकूण चार पाने असून कुठेही खाडाखोड झालेली येत नाही.

टनन - ५
दस्त क्रमांक 3900 / 2099
99 / 92

THE SEAL OF THE SUB-REGISTRAR ठाणे-५ THANE-5

सह दुय्यम निबंधक ठाणे क्र. ५

SIGNED, SEALED & DELIVERED by)
Withinnamed "EXECUTANTS")



1) MR. JAYANTILAL P. SANGHVI)

2) MR. MANOJ SUDHAMA KHETWANI)
Partners of)
M/s. SAI ENTERPRISES)
On this 25th day of JANUARY, 2011)
in the presence of .....)

WE ACCEPT THE POWERS

MR. GOVIND S. KAKADE

MR. SURESH THORVE
POWER OF ATTORNEY HOLDERS

ठाणे - ५
क्रमांक 3908 /2013
८८/१०२

Registrars, Councils, concerned, for the purpose of effectively registering such documents as our said Attorney may deem fit and proper.

AND we ourselves agree to ratify and confirm all and whatsoever our said Attorney shall purpose to do or cause to be done by virtue of these presents.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE piece and parcels of land bearing **(i) S. No. 199, H.No. 8/2 admeasuring 5600 sq.mtrs. (ii) S.No. 201 admeasuring 6470 sq.mtrs. and (iii) S.No. 202, H. No. 2 admeasuring 1390 sq.mtrs.** in all admeasuring 13,460 sq.mtrs. forming part of the said property situate, lying and being at Village **Kavesar,** Taluka, District and Registration District and Sub-District of Thane, within the limits of Thane Municipal Corporation and bounded as follows :-

On or towards the East	:	by Plot bearing Survey No. 212
On or towards the West	:	by G. B. Road
On or towards the North	:	by Plot bearing Survey No. 199 Hissa No. 4
On or towards the South	:	by Plot bearing Survey No. 204 (part)

SECOND SCHEDULE ABOVE REFERRED TO

Flats / Shops / Premises in ROSA BELLA to be constructed on the above said land

दस्त क्रमांक 3928 / 2007

01/902

WHEREAS we are Partners of **M/s. SAI ENTERPRISES**, herein after referred to as the "SAID FIRM".

AND WHEREAS as due to exigencies of work we are not in a position to look after day to day work of the said firm personally and present before various government, semi-government, banking authorities.

AND WHEREAS we desire to appoint Jointly or Severally **MR. GOVIND S. KAKADE** and **MR. SURESH THORVE**, having address at Sagar Zerox, Opp. Sub-Registrar, Thane Office, Talao Pali, Thane (W) as our true and lawful Attorney **Jointly or Severally** for the purpose of doing following acts, deeds and things.

KNOW NOW we by THESE PRESENTS, that, we, 1) MR. JAYANTILAL P. SANGHVI and 2) MR. MANOJ SUDHAMA **KHETWANI**, Partners of M/s. SAI ENTERPRISES, do hereby appoint, nominate and constitute, the said **MR. GOVIND S. KAKADE** and **MR. SURESH THORVE** Jointly or Severally as our true and lawful attorneys to the following acts, deeds, and things.

1) To lodge all the deeds, documents, agreements, undertaking writings and contracts of any nature whatsoever executed by me whether in our individual capacity or in the capacity of Partner, Director or otherwise to attend before Sub-Registrar of Assurance concerned and/or to attend before Sub-Registrar of Assurance and admit execution thereof.

2) To do all acts deeds and things for me and on our behalf to cause the attendance of my executing parties to such documents various

Thane Bharat Sahakari Bank Ltd.
Main Branch, Naupada, Thane.

D SISTD/(V)C R.1005/1/04/1905-07/04

भारत 88056
142204

Special Adhesive महाराष्ट्र
JAN 18 2011

17:26

Rs. 0000500/- PB5151

INDIA STAMP DUTY MAHARASHTRA

POWER OF ATTORNEY

THE SEAL OF THE SUB-REGISTRAR

KNOW ALL MEN BY THESE PRESENTS SHALL COME :

1) MR. JAYANTILAL P. SANGHVI, aged 42 years and
2) MR. SUDHAMA KHETWANI, aged 32 years, Partners
of Partners of M/s. SAI ENTERPRISES, a partnership firm registered
under the Indian Partnership Act, 1932 having their registered office
and / Vihang Vihar Society, Panchpakhadi, Thane (W) 400 602 and
Administrative Office at Manem Compound, Village Kavesar
Ghodbunder Road, Thane (W) 400607. SEND GREETINGS :

दस्त क्रमांक 1902

Authorised Signatory
For Thane Bharat Sahakari Bank Ltd

450371

प्रतिवादी प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.
Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

शाखा / Br. Fatar / Date 18/01/2011

मुद्रांक शुल्क / Stamp Duty रु./Rs. 1000/-

सेवा आकारणी शुल्क / Service Charges रु./Rs. 20/-

No. of Documents ~~2 (दोन)~~

एकूण / Total रु./Rs. 1020/-

अक्षरी रुपये / Amount in Words One Thousand Twenty only

मुद्रांक शुल्क भरणाऱ्याचे नाव / Name of stamp duty paying party

पत्ता / Address Tejdisha Khetwani, office 2, 3, Vihang Vihar, Panchpakhadi, Thane

नोंदणी पाठविणाऱ्याचे नाव / Name of courier party Jayantilal P. Sanghvi, ऑफिस 2, 3, विहंग विहार, पाचपाखाडी, ठाणे

व्यवहाराचे प्रयोजन / Purpose of transaction Power of Attorney

पावती / ही अदेय व्यवहार नोंदणी आहे याची नोंद घ्यावी / Name of the Drawee Bank

ठाणे भारत सहकारी बँक लि. Authorised signatory

Authorised signatory

मुद्रांक शुल्क सवलत मिळाल्या शिवाय ही पावती अमान्य आहे. / This counterfoil is to be presented at the time of delivery of stamps.

THANE BHARAT SAHAKARI BANK LTD. Franking Department Issued

THANE BHARAT SAHAKARI BANK LTD. Naupada Main Branch, Thane. RECEIVED CASH 18 JAN 2011 FRANKING DEPT. (Scheduled Bank)

(7)

5007

900
24/02/2099

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1) DELIVERED वसा. ११३ मई.
Gen 113 me.

मूळ प्रत
ORIGINAL COPY

[अहस्तांतरणीय]
[NON TRANSFERABLE]

900

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place ठाणे दिनांक/Date 24/02/2099

Received from मेसर्स एल्डराइज्ड एक्सप्रेस प्रा. लि. तर्फे श्री. [illegible]

रु. 900/- (नव्वद/Rupees [illegible]) [illegible] मिळाले.

[illegible]

THE SEAL OF THE SUB-REGISTRAR
दुय्यम निबंधक ठाणे ५
THANE-5

ऐवजपाल व लेखापाल
Cashier or Accountant.

(सही/Signature)
सह दुय्यम निबंधक ठाणे क्र. ५

ट न न - ५
क्रमांक 3928 /२०१३
ए/902

डी. एस. रेगाळगी

कोरे पृष्ठ

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ठनन - ५

THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक ठाणे-५ यांची मुद्रा
ठाणे-५
THANE-5

ठनन - ५

दस्त क्रमांक 3925 / २०१३

23/902

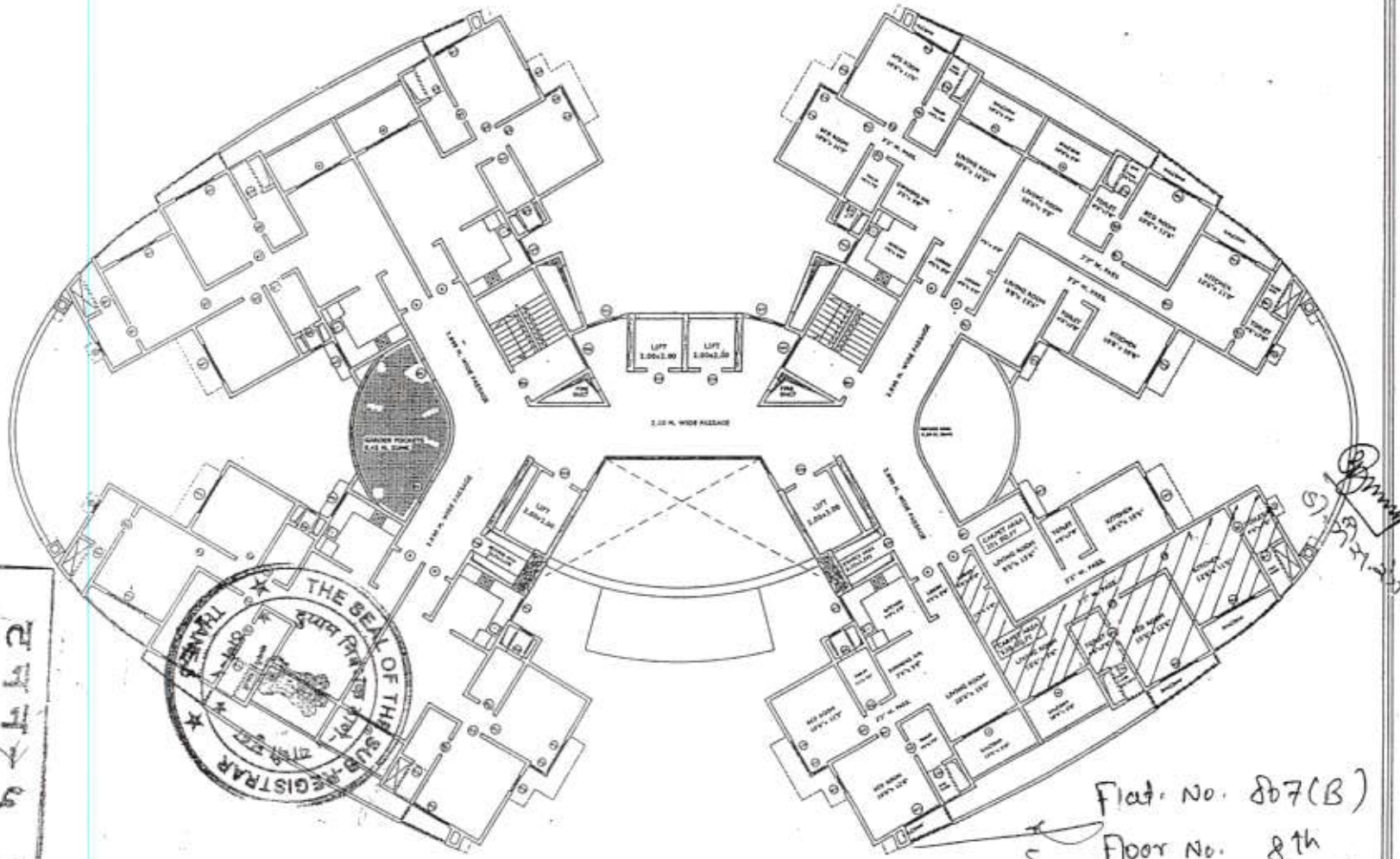
SR. NO.	NAME OF TRANSFEROR	NAME OF TRANSFEREE	DATE OF AGREEMENT	REG. NO. OF AGREEMENT	D.R.C. NO.	QUANTITY OF T.D.R. PURCHASED Sq.Mtrs.
5.	M/s. Akash Realtors	M/s. Sai Enterprises	29/01/2010	TNN – 5 1056 of 2010	D.R.C. No. - 87 Folio No. – TDR/IX/Recreational Ground /39/2007/ TDR/ sector IX dated 22/01/2009	308.50
6.	Ismail Abdul Karim Virani and Ors. (Owners) and M/s. Kabra and Associates (Confirming Party)	M/s. Sai Enterprises	02/06/2010	TNN – 5 5973 of 2010	D.R.C. No. - 69 Folio No. – TDR/9/Stadium No.1/7/2008, Sector IX dated 29/4/2008	4774
7.	Bombay Metal and Alloy's Manufacturing Co. Pvt. Ltd. and Iron and Metal Traders Pvt. Ltd. (Transferors) and G:Corp Properties Pvt. Ltd. (Confirming Party)	M/s. Sai Enterprises	13/011/2009	TNN-5 10021 of 2009	D.R.C. No. - 116 Folio No. – TDR/6/Res./13/2009 dated 09/10/2009	2325 (121.31)
8.	Shri Bhalchandra Ramchandra Manera & Ors.	M/s. Sai Enterprises	04/02/2010	TNN-5 1260 of 2010	Awaited	4000 (3200)

SEAL OF THE SUB-REGISTRAR THANE-5

ANNEXURE: J

LIST OF AGREEMENTS FOR PURCHASE/ACQUISITION OF T.D.R.

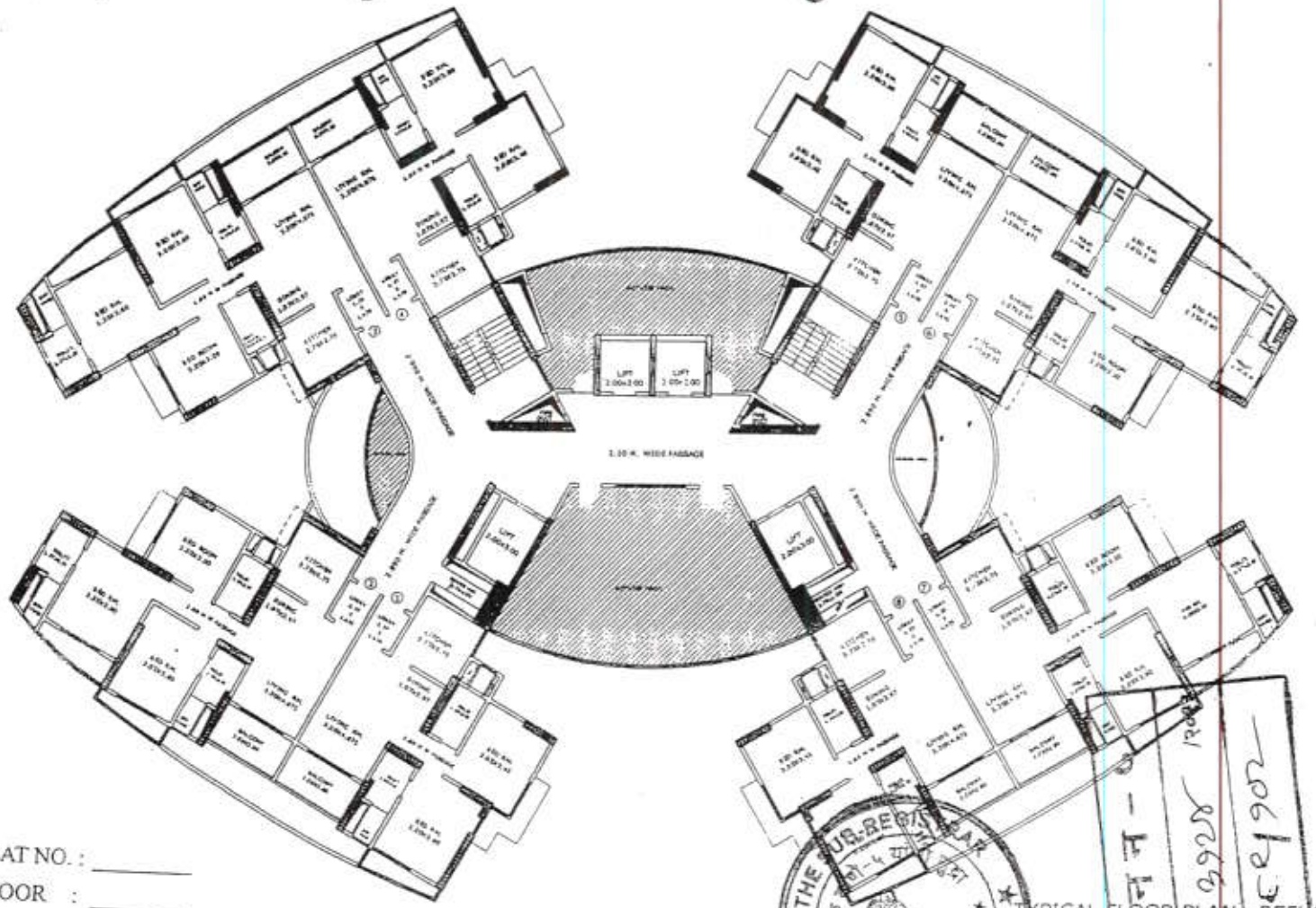
SR. NO.	NAME OF TRANSFEROR	NAME OF TRANSFEREE	DATE OF AGREEMENT	REG. NO. OF AGREEMENT	D.R.C. NO. and FOLIO NO.	QUANTITY OF T.D.R. PURCHASED Sq.Mtrs.
1.	M/s. Ratnatej Builders and Developers	M/s. Sai Enterprises	05/02/2010	TNN - 5 1275 of 2010	D.R.C. No. - 35 Folio No. - TDR/6/RD/25/2002/TDR/ sector VI dated 5/2/2005	113.94
2.	M/s. Ratnatej Builders and Developers	M/s. Sai Enterprises	05/02/2010	TNN - 5 1274 of 2010	D.R.C. No. - 111 Folio No. - TDR/9/Res./38/2008/TDR/ sector IX dated 23/6/2009	200
3.	M/s. Akash Developers	M/s. Sai Enterprises	30/01/2010	TNN - 5 1070 of 2010	D.R.C. No. - 111 Folio No. - TDR/9/Res./38/2008/TDR/ sector IX dated 23/06/2009	410
4.	M/s. Square Feet Enterprises	M/s. Sai Enterprises	30/01/2010	TNN - 5 1093 of 2010	D.R.C. No. - 1[illegible] Folio No. - TDR/5/Stadium Res.1/52/2008/TDR/ sector IX dated 19/5/2009	1870



TYPICAL FLOOR PLAN

Flat. No. 807(B)
Floor No. 8th

दस्त क्र.
3928
01190



FLAT NO. : _____

FLOOR : _____

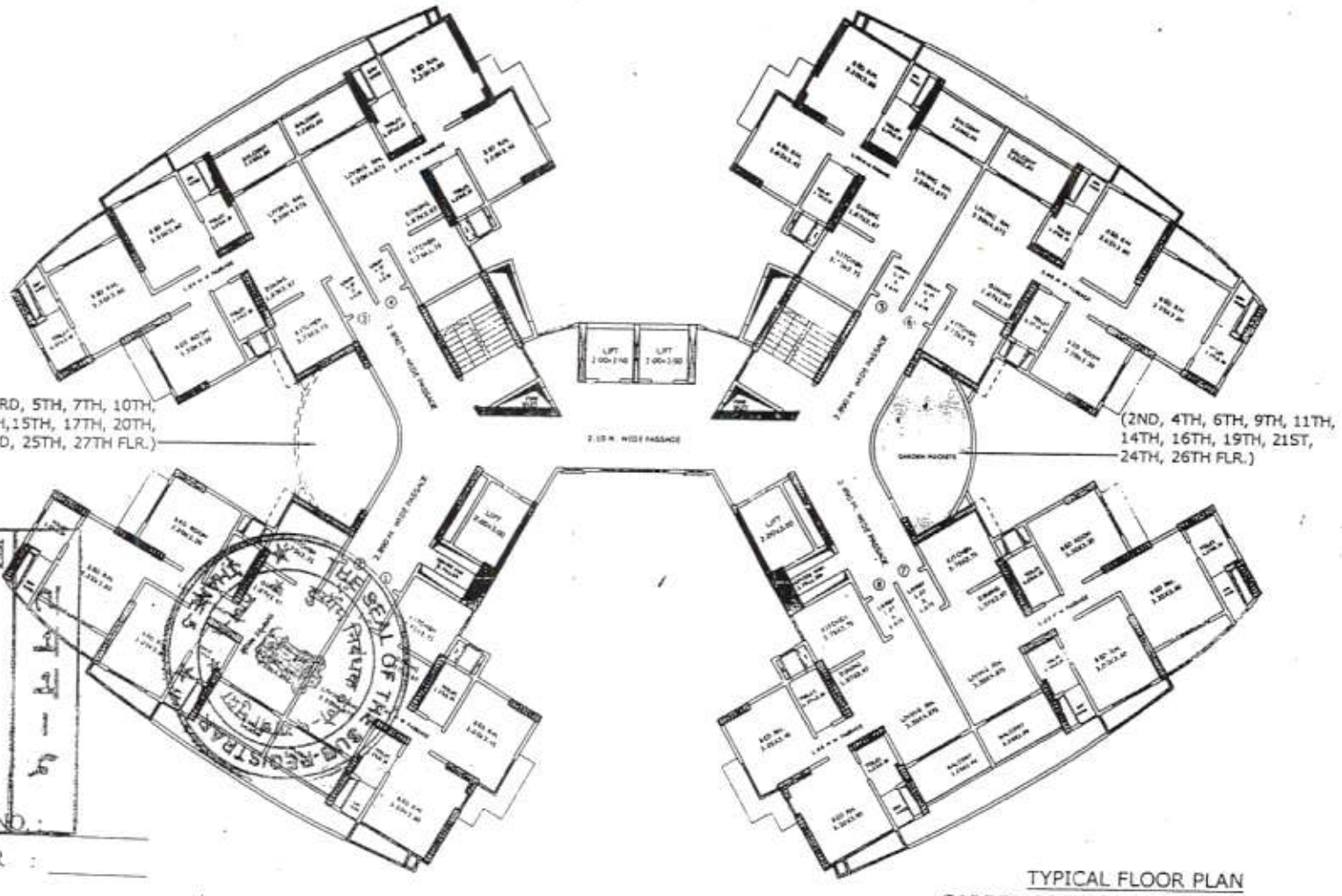
TYPICAL FLOOR PLAN - REFUGE FLOOR
(8TH, 13TH, 18TH, 23RD FLR.)

PROPOSED RESIDENTIAL LAYOUT AT VILLAGE - KAVESAR, THANE

N

architype
consultants (i) pvt.ltd
a/109, 110, shree sankla cpm,
above shiv sagar restaurant,
panchpakhadi, thane - 400 602.
tel:25442441 / 25421366.
fax: fax no: 25366498

ANNEXURE - "I"



FLAT NO. : फ्लॅट - ५

FLOOR : _____

TYPICAL FLOOR PLAN
GARDEN POCKETS - ALTERNATE FLOORS

PROPOSED RESIDENTIAL LAYOUT AT VILLAGE - KAVESAR, THANE

N

Archetype consultants (I) pvt.ltd
G/101,102, three kings opp. Oberoi thr kagor restaurant, panchpakhadi, thane - 400 602
Tel:2542044 / 2542136.
fax no: 2534668

Pravin N. Veera
B. Com., LL.B.
ADVOCATE & SOLICITOR

PRAVIN VEERA & CO.
ADVOCATES & SOLICITORS

Sai Niwas, Office Nos. 3-4, First Floor, Near Bedekar English School, Mahatma Phule Road, Naupada, Thane (W.) - 400 602.
Phones : 2540 0498 / 2543 6957 Tel. Fax : 2540 0498

Ref. No. :

on or towards East	: by Plot bearing S.No.212.
on or towards West	: by partly by Plot bearing S.No.199 H.No.4, partly by Plot B, Partly by Plot C and Partly by Plot bearing S.No.204 (part)
on or towards North	: by Plot bearing S.No.199 H.No.4.
on or towards South	: by Plot bearing S.No.204 (part).

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT B AND PLOT C)

(SAID PLOT B)

FIRSTLY: ALL THAT piece or parcel of land admeasuring 4021.13 sq.mtrs. consisting of (i) 2631.13 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 1390.00 sq.mtrs. area out of the S.No.202 H.No.2 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot of land bearing S.No.204(part).
on or towards West	: by G. B. Road.
on or towards North	: by internal access road
on or towards South	: by plot bearing S.No.204(part).

(SAID PLOT C)

SECONDLY: ALL THAT piece or parcel of land admeasuring 551.56 sq.mtrs. area of S.No.199 H.No.8/2 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by partly by the said Plot A and partly by Plot bearing S.No.199 H.No.4.
on or towards West	: by G. B. Road.
on or towards North	: by plot of land bearing S.No.199 H.No.4.
on or towards South	: by Internal access road.

Yours truly,
For **PRAVIN VEERA & CO.**

Proprietor

ठाणे - ५
दस्त क्रमांक 39256 /2013
56/902

Pravin N. Veera
B. Com., LL.B.
ADVOCATE & SOLICITOR

PRAVIN VEERA & CO.
ADVOCATES & SOLICITORS

Sai Niwas, Office Nos. 3-4, First Floor, Near Bedekar English School, Mahatma Phule Road, Naupada, Thane (W.) - 400 602.
Phones : 2540 0498 / 2543 6957 Tel. Fax : 2540 0498

Ref. No. :

Dilip Ratan,Manera and Shri Kerunath Ratan Manera (i.e. the **'said Owners'**) to the **said Bigger Plot** and certify that subject to what is stated hereinabove and subject to and relying upon the correctness of the statements, representations and assurances made and contained in the said Joint Declaration dated 13th May, 2010 made by the said Shri Naresh Ratan Manera and 7 others the title of the **'said Owners'** to the **said Bigger Plot** in our opinion is free from encumbrances and as such marketable.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PROPERTY)

ALL THOSE pieces or parcels of land bearing (i) Survey No.199 H.No.8 admeasuring 7900 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey No.202 admeasuring 1770 sq.mtrs. in all admeasuring 16,140 sq. mtrs. with the structures which were standing thereon situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing Survey No.212
on or towards West	: by G.B. Road
on or towards North	: by Plot bearing Survey No.199 Hissa No.4
on or towards South	: by Plot bearing Survey No.204

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID BIGGER PLOT)

ALL THOSE pieces or parcels of land bearing (i) S.No.199 H.No.8/2 admeasuring 5600 sq.mtrs. (ii) S.No.201 admeasuring 6470 sq.mtrs. and (iii) S.No.202 H.No.2 admeasuring 1390 sq.mtrs. in all admeasuring 13,460 sq.mtrs. forming part of the said Property situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing Survey No.212
on or towards West	: by G.B. Road
on or towards North	: by Plot bearing Survey No.199 Hissa No.4
on or towards South	: by Plot bearing Survey No.204

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT A)

ALL THAT piece or parcel of land admeasuring 8462.84 sq.mtrs. consisting of (i) 1992.84 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 6470.00 सब-रजिस्ट्रार ठाणे-5 sq.mtrs. area of the S.No.201 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

ठाणे - ५
दस्त क्रमांक 3928 /2011
15/9/02

Pravin N. Veera
B. Com., LL.B.
ADVOCATE & SOLICITOR

PRAVIN VEERA & CO.
ADVOCATES & SOLICITORS

Sai Niwas, Office Nos. 3-4, First Floor, Near Bedekar English School, Mahatma Phule Road, Naupada, Thane (W.) - 400 602.
Phones : 2540 0498 / 2543 6957 Tel. Fax : 2540 0498

Ref. No. :

exclusive use of the said Owners and/or their nominees/assignees and the same has been confirmed by you under the **said Supplementary Agreement.**

8. Under the **said Supplementary Agreement** the said Owners have also made the distribution of the said 37 Flats, said Shop Nos.1, 2 and 3 on the Ground Floor, Mezzanine Floor and Office Nos.1, 2 and 3 on the First Floor, said Building **ROSA VISTA ANNEX (Building C)** and the said 40 Podium Parkings, 9 Stilt Parkings, 6 Open Car Parkings and 37 Two Wheeler Parking Spaces amongst themselves as mentioned therein.

9. Under the **said Supplementary Agreement** it had been agreed between you and the said Owners that in the event the reliefs prayed in the said Writ Petition No.2582 of 2010 are not granted and any adverse order is passed by the Hon'ble High Court in the said Writ Petition No.2582 of 2010 and if the said Shri Naresh Ratan Manera is directed to pay any amount to the Government to revalidate the above mentioned U.L.C. order then in such case you alone shall pay the necessary amount including the fine and penalty, if any and get the above mentioned said U.L.C. order revalidated or obtain any other necessary order at your own cost from the concerned authorities for development of the **said Bigger Plot**.

10. Under the **said Supplementary Agreement** it had been agreed between you and the said Owners that the said Regular Civil Suit No.634 of 2009 filed by Smt. Bhavana Kerunath Manera in the Court of Civil Judge (J.D.) Thane against the said Owners shall be defended by the said Owners at their own cost. It is specifically agreed by the said Shri Kerunath Ratan Manera, one of the Owner that in the event if any adverse order is passed in the said Regular Civil Suit No.634 of 2009 for payment of any compensation, maintenance, damages or any other amount to the said Smt. Bhavana Kerunath Manera and/or to provide any residence to the said Smt. Bhavana Kerunath Manera the same shall be complied with by the said Shri Kerunath Ratan Manera alone and he alone shall pay all such compensation, maintenance, damages or any other amount and/or provide the residence to the said Smt. Bhavana Kerunath Manera at his own cost.

11. In the circumstances aforesaid you are entitled to develop and construct the buildings on the **said Bigger Plot** and to sell the flats, shops and other premises in such buildings coming to your share on ownership basis as provided under the **said Agreement for Assignment of Development Rights** read with the **said Supplementary Agreement** and the said Owners are entitled to sell or retain for themselves the flats, shops, offices coming to their respective share on ownership basis.

12. We have also issued Public Notices in The Free Press Journal, Navshakti and Janmabhoomi on 11/12/2009 and Thane Vaibhav on 12/12/2009 in respect of the said Property and invited objections and/or claims, if any, from the persons having and/or claiming any share, right, title and interest in the said Property. In response to the said public notices we have not received any objections and/or claims.

13. We have caused the searches to be taken in respect of the said Property and otherwise investigated the title of the said Shri Naresh Ratan Manera, Shri

Pravin N. Veera
B. Com., LL.B.
ADVOCATE & SOLICITOR

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Ref. No. :

said Owners one commercial building entirely having office premises admeasuring about 1300 sq.ft. carpet area. However now as per the said proposed further amended plans due to some changes in the planning the said another commercial building to be known as **ROSA VISTA ANNEX (Building C)** to be provided by you to the said Owners will be consisting of Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft. carpet area, Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area and First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring about 3239 sq.ft. carpet area instead of 1300 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights.**

6. By a Supplementary Agreement dated 31st December, 2010 registered with the Sub-Registrar at Thane under No.TNN-5 50 of 2011 made between the said Owners (therein also referred to as the Owners) of the One Part and Yourselves (therein referred to as the Assignees) of the Other Part (hereinafter referred to as the **'said Supplementary Agreement'**) it has been agreed and confirmed between yourselves and the said Owners that you shall provide to the said Owners (i) 37 flats being Flat Nos.401 to 404, 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 in all admeasuring 31228 sq.ft. carpet area instead of 29,922 sq.ft. carpet area in the Residential Building to be known as **ROSA BELLA (Building A)** to be constructed on the **said Plot A**, (ii) Shop Nos.1, 2 and 3 (from North) admeasuring 7031.28 sq.ft. carpet area on the Ground Floor with Mezzanine Floor admeasuring 3424.53 sq.ft. carpet area and Office Nos. 1, 2 and 3 admeasuring 6167.25 sq.ft carpet area on the First Floor in all admeasuring 16623.06 sq.ft. carpet area instead of 16907.40 sq.ft. carpet area in the Commercial Building **ROSA VISTA (Building B)** to be constructed by you on the **said Plot B** and (iii) another Commercial Building to be constructed by you on the **said Plot C** consisting of Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft. carpet area, Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area and First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring about 3239 sq.ft. carpet area instead of 1300 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights** and you shall be entitled to the remaining flats in the Residential Building **ROSA BELLA (Building A)**, Shop Nos.4, 5 and 6 on Ground Floor with Mezzanine Floor and Office Nos.4, 5 and 6 on the First Floor and Office Nos.1 to 6 on Second Floor and the Offices on the Third Floor in the Commercial Building **ROSA VISTA (Building B)**. By the **said Supplementary Agreement** it is further agreed that you shall provide to the said Owners 40 Podium Parkings, 9 Stilt Parkings, 6 Open Car Parking Spaces and 37 Two Wheeler Parking Spaces in the said residential building **ROSA BELLA (Building A)** and its compound and you have become entitled to the remaining Podium Parkings, Stilt Parkings, Open Car Parking Spaces and Two Wheeler Parking Spaces in the said residential building **ROSA BELLA (Building A)**.

7. Under the **said Agreement for Assignment of Development Rights** it is agreed between yourselves and the said Owners that the said Owners shall be entitled to retain open spaces surrounding to their commercial premises allotted to them in the Commercial Building **ROSA VISTA (Building B)** as well as another Commercial Building **ROSA VISTA ANNEX (Building C)** for

Pravin N. Veera
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Phones : 2540 0498 / 2543 6957 Tel. Fax : 2540 0498

Ref. No. :

known as **ROSA BELLA (Building A)** having stilt, podium and 29 upper floors on a portion of the **said Bigger Plot** admeasuring about 8462.84 sq.mtrs. consisting of (i) 1992.84 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 6470.00 sq.mtrs. area of the S.No.201 more particularly described in the **Third Schedule** hereunder written and hereinafter referred to as the **'said Plot A'**, (2) one commercial building to be known as **ROSA VISTA (Building B)** consisting of ground, mezzanine and three upper floors on a portion of the **said Bigger Plot** admeasuring about 4021.13 sq.mtrs. consisting of (i) 2631.13 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 1390.00 sq.mtrs. area of the S.No.202 H.No.2 more particularly described Firstly in the **Fourth Schedule** hereunder written and hereinafter referred to as the **'said Plot B'** and (3) another commercial building to be known as **ROSA VISTA ANNEX (Building C)** having office premises consisting of Basement, Ground Floor, Mezzanine Floor and First Floor on a portion of the **said Bigger Plot** admeasuring about 551.56 sq.mtrs. area out of the S.No.199 H.No.8/2 more particularly described Secondly in the **Fourth Schedule** hereunder written and hereinafter referred to as the **'said Plot C'** and the said proposed further amended plans shall be submitted by you to the Thane Municipal Corporation for its approval.

3. Under the **said Agreement for Assignment of Development Rights** it had been agreed between you and the said Owners that you shall provide to the said Owners 37 flats being Flat Nos. 401 to 404, 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 (hereinafter referred to as the **said 37 Flats**) in all admeasuring 29,922 sq.ft. carpet area in Wing A of the Residential Building to be constructed by you on the **said Bigger Plot**. However now as per the said proposed further amended plans due to some changes in planning the total carpet area of the **said 37 Flats** to be provided to the said Owners by you in the said Residential Building to be known as **ROSA BELLA (Building A)** has increased by 1306 sq.ft. and now the total carpet area of the **said 37 Flats** is in all admeasuring 31,228 sq.ft. carpet area instead of the total 29,922 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights.**

4. Under the **said Agreement for Assignment of Development Rights** it had been agreed between you and the said Owners that you shall provide to the said Owners Shop Nos.1, 2 and 3 having 6966.99 sq.ft. carpet area on the Ground Floor and 3427.77 sq.ft. carpet area on the Mezzanine Floor and Office Nos.1, 2 and 3 admeasuring 6512.64 sq.ft. carpet area on the First Floor in all admeasuring 16,907.40 sq.ft. carpet area in the said Commercial Building to be constructed by you on the **said Bigger Plot**. However now as per the said further proposed amended plans due to change in the planning the carpet area of shops and offices to be provided by you to the said Owners in the said Commercial Building to be known as **ROSA VISTA (Building B)** has been changed i.e. Shop Nos.1, 2 and 3 (from North) on Ground Floor admeasuring 7031.28 sq.ft. carpet area with Mezzanine Floor admeasuring 3424.53 sq.ft. carpet area and Office Nos. 1, 2 and 3 on the First Floor admeasuring 6167.25 sq.ft. carpet area in all admeasuring 16623.06 sq.ft. carpet area instead of the total 16907.40 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights.**

5. Under the **said Agreement for Assignment of Development Rights** it had been agreed between you and the said Owners that you shall provide to the

Pravin N. Veera
B. Com., LL.B.
ADVOCATE & SOLICITOR

PRAVIN VEERA & CO.
ADVOCATES & SOLICITORS

Sai Niwas, Office Nos. 3-4, First Floor, Near Bedekar English School, Mahatma Phule Road, Naupada, Thane (W.) - 400 602.
Phones : 2540 0498 / 2543 6957 Tel. Fax : 2540 0498

Ref. No. :

(q) Under the **said Agreement for Assignment of Development Rights** it had been agreed that on the basis of proposed amended plans you shall provide to the said Owners the flats being Flat Nos. 401 to 404; 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 in all admeasuring 29922 sq.ft. carpet area in Wing A of the Residential Building to be constructed on the **said Bigger Plot** and Shop Nos.1, 2 and 3 having 6966.99 sq.ft. carpet area on the Ground Floor and 3427.77 sq.ft. carpet area on the Mezzanine Floor and Shop Nos.1, 2 and 3 admeasuring 6512.64 sq.ft. carpet area on the First Floor in all admeasuring 16,907.40 sq.ft. carpet area in the Commercial Building and one Commercial Building entirely having Office Premises admeasuring about 1300 sq.ft. carpet area in all admeasuring 18207.40 sq.ft. carpet area (commercial premises) to be constructed by you on the **said Bigger Plot**. Under the **said Agreement for Assignment of Development Rights** it had been also agreed that the total garages/stilt parking, parking in podium in the said buildings and open parking on the **said Bigger Plot** shall be divided between the said Owners and yourselves in the ratio of 26.70 % to the said Owners and 73.30 % to yourselves respectively. After the execution of the **said Agreement for Assignment of Development Rights** instead of submitting the above said amended plans you have submitted the amended plans for construction of (i) one Residential Building having stilt, podium and 27 upper floors, (ii) one Commercial Building consisting of ground, mezzanine and two upper floors and (iii) another Commercial Building having office premises on the **said Bigger Plot.** The said amended plans have been sanctioned by the Thane Municipal Corporation on 17th November, 2009 and the Development Permission/Commencement Certificate dated 17th November, 2009 bearing V.P. No.2006/04/TMC/TDD/ 515 has been issued for (i) Residential Building No.1 (Bldg. A) consisting of stilt + podium + 10 upper floors, (ii) Commercial Building No.2 (Bldg. C) having Ground Floor and (iii) Commercial Building No.3 (Bldg. B) having Ground + Mezzanine + First to Third Floor.

(r) We have been informed by the said Owners that the said Original Conveyance dated 16th July, 1965 had been lost or misplaced by their father Shri Ratan Shimgo Manera during his life time.

(s) The said Owners have confirmed that the **said Bigger Plot** is free from encumbrances and except entering into the said Agreement for Development dated 6th February, 2006 and the **said Agreement for Assignment of Development Rights** dated 21st August, 2009 in respect of the said Property they have not entered into any agreement for sale or development of the **said Bigger Plot** and they have not created any charge or encumbrance on the **said Bigger Plot.**

2. By your letter dated 27/12/2010 you have informed us that by 8 different agreements you have purchased/acquired in all 8053.75 sq.mtrs. T.D.R. F.S.I. for being consumed and utilised in construction of buildings on the **said Bigger Plot.** You have also informed us that in view of purchase/acquisition of 8053.75 sq.mtrs. T.D.R. you have got prepared the further amended plans for construction of (1) one residential building to be

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Ref. No. :

Defendants from demolishing her house till alternate accommodation is arranged for her, but she is not entitled to the injunction to stop development work and restrained the Defendants i.e. the said Owners from demolishing Champa Sadan till they arrange the alternate accommodation as a home for the Plaintiff i.e. the said Smt. Bhavana Kerunath Manera and her children. Being aggrieved and dissatisfied by the above said Order dated 29/12/2009 passed by the 7th Joint Civil Judge (J.D.) Thane the said Smt. Bhavana Kerunath Manera had filed an appeal in the Court of the District Judge, Thane at Thane being Misc. Civil Appeal No.27 of 2010 for the reliefs mentioned in the prayer clause of the said Appeal. However thereafter on 17th September, 2010 the said Smt. Bhavana Kerunath Manera has withdrawn the said Appeal No. 27 of 2010. By a Leave and Licence Agreement dated 16th November, 2009 registered with the Sub-Registrar at Thane under No.TNN-5 10074 of 2009 made between Dr. Hema Nitin Katre (therein referred to as the Licensor) of the One Part and the said Shri Kerunath Ratan Manera (therein referred to as the Licensee) of the Other Part, the said Shri Kerunath Ratan Manera has acquired from the said Dr. Hema Nitin Katre a flat being Flat No.A/201 admeasuring 470 sq.ft. on 2nd Floor in the Vardhman Vatika Co-operative Housing Society Ltd. situated at opp. Tatvaghyan Vidyapith, Ghodbunder Road, Thane (West) on leave and licence basis to provide the temporary alternate accommodation to his wife the said Smt. Bhavana Kerunath Manera.

(p) As stated hereinabove earlier an area admeasuring about 2686.82 sq.mtrs. out of the said Property was to go under 60 mtrs. wide D.P. Road. However ultimately out of 7900 sq.mtrs. area of S.No.199 H.No.8 area admeasuring 2300 sq.mtrs. has gone under 60 mtrs. wide D.P. Road and balance 5600 sq.mtrs. area has remained with the said Owners. Out of 1770 sq.mtrs. area of S.No.202 area admeasuring 380 sq.mtrs. has gone under 60 mtrs. wide D.P. Road and balance 1390 sq.mtrs. area has remained with the said Owners. The said Owners have handed over the possession of the said 2300 sq.mtrs. and 380 sq.mtrs. in all aggregating to 2680 sq.mtrs. area to the Thane Municipal Corporation. Thereafter the necessary changes have been made in the 7/12 Extracts by the revenue authorities. Accordingly the revenue authorities have issued new 7/12 Extracts bearing S.No.199 H.No.8/1 for 2300 sq.mtrs. area and S.No.202 H.No.1 for 380 sq.mtrs. area in the name of the Thane Municipal Corporation in respect of the area of the said Property which has gone under 60 mtrs. wide D.P. Road as stated hereinabove. Similarly the revenue authorities have issued new 7/12 Extracts bearing S.No.199 H.No.8/2 for 5600 sq.mtrs. area and S.No.202 H.No.2 for 1390 sq.mtrs. area in the name of the said Owners in respect of balance area of S.No.199 H.No.8 and S.No.202 which has remained with the said Owners. In view of 2680 sq.mtrs. area of the said Property which has gone under 60 mtrs. wide D.P. Road as above you shall construct the buildings on the remaining area of the said Property admeasuring 13,460 sq.mtrs. consisting of the plots of land bearing (i) S.No.199 H.No.8/2 admeasuring 5600 sq.mtrs. (ii) S.No.201 admeasuring 6470 sq.mtrs. and (iii) S.No.202 H.No.2 admeasuring 1390 sq.mtrs. and more particularly described in the Second Schedule hereunder written and hereinafter referred to as the **'said Bigger Plot'**.

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Ref. No. :

(m) Pursuant to the **said Agreement for Assignment of Development Rights** dated 21st August, 2009 the said Owners have executed a Power of Attorney dated 21st August, 2009 authenticated before the Sub-Registrar Thane No.5 under No.325/2009 and appointed (1) Shri Naresh Sudama Khetwani (2) Shri Jagdish Kanayalal Khetwani and (3) Shri Suresh Devchand Jain, the partners of M/s. Sai Enterprises to be the true and lawful attorneys for them to do the various acts, deeds, matters and things in respect of the said Property as therein mentioned.

(n) The Additional Collector and Competent Authority Thane Urban Agglomeration and 8 kms. Peripherial Area of Greater Bombay (hereinafter referred to as the said Competent Authority) by his order under Section 8 (4) of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as the 'said Act') allowed and permitted interalia the said Owners to retain 2500 sq.mtrs. land out of the total land holding (including the said Property) as provided vide his order bearing No.ULC/TA/T-1/Kavesar/SR-21+22+301 dated 27/04/1998 and the same authority vide his order bearing No.ULC/TA/ W.S.H.S./20/Special Dispension Scheme SR-1090 dated 19/7/2001 allowed and permitted interalia the said Owners to hold interalia 12815.00 sq.mtrs. surplus land on the terms and conditions and as per Schedule mentioned therein and exempted the same from the provisions of Chapter III of the said Act under section 20 of the said Act. The said Competent Authority by his order dated 20/10/2001 granted the permission to the said Owners for amalgamation of plots for construction upon the terms and conditions therein mentioned. The said Competent Authority by his order dated 8/9/2005 modified the said order dated 20/10/2001 as mentioned therein. Thereafter some correspondence took place between the said Owners and the Additional Collector & Competent Authority, Thane Urban Agglomeration, Thane and the Government and finally by a letter dated 5/11/2009 the Urban Development Department had informed the Additional Collector & Competent Authority, Thane Urban Agglomeration, Thane that the State Government has taken the decision to extend the validity of the said Scheme on the condition of payment of the fine as mentioned therein and the copy of the said letter dated 5/11/2009 was also addressed to the said Owners. As the said extension was subject to the payment of the fine Shri Naresh Ratan Manera, one of the Owner had challenged the said Letter dated 5/11/2009 in the Writ Petition No.2582 of 2010 filed by him in the Hon'ble High Court of Judicature at Mumbai against the Additional Collector & Competent Authority, Thane Urban Agglomeration, Thane and Others which is pending and in the said Writ Petition the Government is directed to not to take any coercive steps against the Petitioner.

(o) Smt. Bhavana Kerunath Manera, wife of Shri Kerunath Ratan Manera, one of the Owner has filed a suit being Regular Civil Suit No.634 of 2009 in the Court of Civil Judge (J.D.), Thane at Thane against the said Owners for the reliefs mentioned in the plaint of the said Suit. The said Smt. Bhavana Kerunath Manera had made an Injunction Application for reliefs mentioned therein. The 7th Joint Civil Judge (J.D.) Thane by her order passed on 29/12/2009 held that the Plaintiff (i.e. Smt. Bhavana Kerunath Manera) is entitled for the temporary injunction against the

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Ref. No. :

(g) In the events that had happened as above the said Shri Naresh Ratan Manera, Shri Dilip Ratan Manera and Shri Kerunath Ratan Manera (hereinafter referred to as the **'said Owners'**) became the owners of and are seized and possessed of or otherwise well and sufficiently entitled to the said Property.

(h) By a Development Agreement dated 6th February, 2006 registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-5 1463 of 2006 made between the said Shri Naresh Ratan Manera, Shri Dilip Ratan Manera and Shri Kerunath Ratan Manera (therein referred to as the Owners) of the One Part and Roma Builders Pvt. Ltd. (therein referred to as the Developers) of the Other Part, the said Owners had agreed to grant to the said Roma Builders Pvt. Ltd. the development rights in respect of the said Property for the consideration and upon the terms and conditions therein mentioned.

(i) The Collector of Thane by his order bearing No.Rev/Sec-1/T-1/NAP/SR-6/07 dated 28/6/2007 granted the permission for non-agricultural use of the said Property for residential and commercial purposes upon the terms and conditions therein mentioned.

(j) A portion of the said Property admeasuring about 2686.82 sq.mtrs. was to go under 60 mtrs. wide D.P. Road. Another portion of the said Property admeasuring about 2017.98 sq.mtrs. is to be kept as recreation ground (R.G.).

(k) The said Roma Builders Pvt. Ltd. for their own reasons were not interested to carry out the intended development on the said Property as provided under the said Development Agreement dated 6th February, 2006 and the said Roma Builders Pvt. Ltd. were desirous of assigning the development rights of the said Property acquired by them under the said Development Agreement dated 6th February, 2006 to M/s. Sai Enterprises i.e. yourselves with the consent of the said Owners.

(l) By an Agreement for Assignment of Development Rights dated 21st August, 2009 registered with the Sub-Registrar of Assurances at Thane under No. TNN – 5 – 7301 of 2009 made between the said Roma Builders Pvt. Ltd. (therein referred to as the Assignors) of the First Part, the said Owners (therein also referred to as the Owners) of the Second Part and M/s. Sai Enterprises i.e. yourselves (therein referred to as the Assignees) of the Third Part (hereinafter referred to as the **'said Agreement for Assignment of Development Rights'**), the said Roma Builders Pvt. Ltd. with the consent of the said Owners had agreed to assign and transfer to you the development rights in respect of the said Property acquired by the said Roma Builders Pvt. Ltd. from the said Owners under the said Development Agreement dated 6th February, 2006 for the consideration and upon the terms and conditions therein mentioned. In addition to monetary consideration you had also agreed to give to the said Owners (i) 29022 sq.ft. carpet area of residential premises in residential building and (ii) 18208 sq.ft. carpet area of commercial premises in the commercial building including one office premises to be constructed by you on the said Property.

THE SEAL OF THE SUB-REGISTRAR ठाणे-५ THANE-5

दस्त क्रमांक 39258

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Phones : 2540 0498 / 2543 6957 Tel. Fax : 2540 0498

Ref. No. :

bearing (i) Survey No.199 Hissa No.8 admeasuring 7900 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey ,No.202 admeasuring 1770 sq.mtrs. in all admeasuring 16,140 sq.mtrs. situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane and more particularly described in the First Schedule hereunder written and hereinafter referred to as the **'said Property'** and he was cultivating the same.

(c) The said Shri Ratan Shimgo Manera was married to Krishnabai and from the said marriage he had two sons (i) Naresh and (ii) Dilip and two daughters (iii) Yamuna and (iv) Radha. The said Shri Ratan Shimgo Manera in or about the year 1972 also married to Champabai and from the said marriage he had one son Kerunath and one daughter Pushpa.

(d) The said Shri Ratan Shimgo Manera died intestate on 9th August, 1993 leaving him surviving his two wives the said (1) Smt. Krishnabai Ratan Manera and (2) Smt. Champabai Ratan Manera, his three daughters the said (3) Smt. Yamunabai Shiva Bhosale, (4) Smt. Radhabai Waman Mhatre and (5) Smt. Pushpa Manoj Bhoir and his three sons (6) Shri Naresh Ratan Manera (7) Shri Dilip Ratan Manera and (8) Shri Kerunath Ratan Manera as his only legal heirs and next of kin and the names of his heirs had been entered in the revenue records and the same had been recorded under Mutation Entry No.1887. After the death of the said Shri Ratan Shimgo Manera as above his above said legal heirs were in use, occupation and possession of the said Property and other plots of land which were held by the said Shri Ratan Shimgo Manera.

(e) The said Smt. Krishnabai Ratan Manera died intestate on 17th January, 2003 leaving her surviving (1) Smt. Champabai Ratan Manera, her three daughters the said (2) Smt. Yamunabai Shiva Bhosale, (3) Smt. Radhabai Waman Mhatre and (4) Smt. Pushpa Manoj Bhoir and her three sons (5) Shri Naresh Ratan Manera (6) Shri Dilip Ratan Manera and (7) Shri Kerunath Ratan Manera as her only legal heirs and next of kin and the names of her heirs had been entered in the revenue records and the same had been recorded under Mutation Entry No.2019 and they have became entitled to interalia the said Property each having 1/7th undivided share, right, title and interest in the said Property.

(f) By a Deed of Release dated 29th October, 2004 registered with the Sub-Registrar at Thane under Serial No.TNN-5-7830 of 2004 made between the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera (therein referred to as the Party of the First Part) of the First Part and the said (1) Smt. Champabai Ratan Manera, (2) Smt. Radhabai Waman Mhatre, (3) Smt. Yamunabai Shiva Bhosale and (4) Smt. Pushpa Manoj Bhoir (therein referred to as the Party of the Second Part) of the Second Part, the said Smt. Champabai Ratan Manera, Smt. Radhabai Waman Mhatre, Smt. Yamunabai Shiva Bhosale and Smt. Pushpa Manoj Bhoir had released their respective 1/7th undivided share, right, title and interest in the said Property in favour of the said Shri Naresh Ratan Manera, Shri Dilip Ratan Manera and Shri Kerunath Ratan Manera. The same had been recorded under Mutation Entry No.2123.

दस्त क्रमांक 3928 /२०१३
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ANNEXURE - "G"

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Ref. No. : T.C./1/2011

Date: 8/1/2011

To,
M/S. SAI ENTERPRISES
2 and 3, Vihang Vihar Society,
Panchpakhadi,
Thane (West) - 400 602.

Re: Plots of land bearing (i) Survey No.199 H.No.8/2 admeasuring 5600 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey No.202 H.No.2 admeasuring 1390 sq.mtrs. in all admeasuring 13,460 sq. mtrs. situated at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation (**'said Bigger Plot'**).

Dear Sirs,

We have been instructed by you to investigate the title of the above referred property which we have done by perusing the documents produced, taking searches and issuing usual public notices in newspapers and have now to report to you thereon as follows:

1. From the Joint Declaration dated 13th May, 2010 executed by Shri Naresh Ratan Manera for self and as the father and natural guardian of his minor daughter Kum. Heenali Naresh Manera and 7 others it appears that:

(a) By a Conveyance dated 16th July, 1965 registered with the Sub-Registrar at Thane under Serial No.THN – 802 of 1965 made between Shri Ratan Shimgo Manera (therein referred to as the Purchaser) of the One Part and Smt. Gopikabai Jagannath Satghare and 9 Others through the Commissioner Shri D.R. Kanade appointed by the Joint Civil Judge (J.D.) Thane in Application No.23 of 1965 in Regular Suit No.426 of 1963 filed by the said Shri Ratan Shimgo Manera (therein referred to as the Vendors) of the Other Part, the said Shri D.R. Kanade on behalf of the said Smt. Gopikabai Jagannath Satghare and 9 others sold, transferred and conveyed to the said Shri Ratan Shimgo Manera three plots of land bearing (i) Survey No.199 H.No.8 admeasuring 1 Acre 36 Gunthas (ii) Survey No.201 admeasuring 1 Acre 21½ Gunthas and (iii) Survey No.202 admeasuring 17½ Gunthas situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Group Gram Panchayat, Kavesar for the consideration therein mentioned. The same has been recorded under Mutation Entry No.1041. The consideration for purchase of the said Property was paid by the said Shri Ratan Shimgo Manera out of his own funds and no H.U.F funds were used for payment of the said consideration.

(b) In the event that had happened as above the said Shri Ratan Shimgo Manera became the owner of and was seized and possessed of or otherwise well and sufficiently entitled to interalia the plots of land

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव — कोपेश्वर

तालुका — ठाणे

जु. स. ( )

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूमापण पध्दती	भोगवटादाराचे नांव	कुळाचे नांव
न. स. 202	2	NA	नरेश रतन भोईर दिलीप रतन भोईर केशवनाथ रतन भोईर (१२६८) (२१२३) (२६८०)	

शेतीचे स्थानिक नांव

लागवडी योग्य क्षेत्र	हेक्टर	आर
	0-93-90	
एकूण	0-93-90	
पो. ख. (लागवडी योग्य नसलेले)		
वर्ग (अ)		
वर्ग (ब)		
एकूण	—	
आकारणी जुडी किंवा विशेष आकारणी	3-98 (२२२)	

इतर अधिकार (२८) (४५०)

अ एक दी ठाकूर २०/२१
योजनेअंतर्गत क्षेत्र
(२५४०)

शिल्लक आणि भूमापन चिन्हे

गांव नमुना बारा (पिकांची नोंद वही)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील: निव्वळ पिकाखालील क्षेत्र: निव्वळ पिकाखालील क्षेत्र	घटक पिके व प्रत्येक खालील क्षेत्र: घटक पिके व प्रत्येक खालील क्षेत्र											
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2090 2091							NA 0-93-90							

अंमल बजावणीस खरी नकल दिली असे.

तारीख

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दस्तऐवज लेखक
ता. जि. ठाणे

टपाल - ५
दस्त क्रमांक 3908 /२०२३
७६/१०२

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव कावेसर

तालुका ठाणे

~~पु. सत~~ ( )

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती	भोगवटादाराचे नाव
न. स. 209	—	—	(२१३) (१०२१) नरेश रतन मणेरा दिलीप रतन मणेरा किसनाथ रतन मणेरा (२१३) (१२६१)
शेतीचे स्थानिक नांव	—		

सागवडी योग्य क्षेत्र	हेक्टर	आर
	0-६२	-४
एकूण	0-६२	-४
पो. ख. (सागवडी योग्य नसलेले)	0-02	-3
वर्ग (अ)		
वर्ग (ब)		
एकूण	0-02	-3
आकारणी जुडी किंवा विशेष आकारणी	93=00	

कुळाचे नांव

इतर अधिकार (५४०) (१२८) (५६०)

सिमा आणि भूमापन चिन्हे

गांव नमुना बारा (पिकांची नोंद वही)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशिल: मिश्र पिकाखालील क्षेत्र: भूमापन क्रमांक	बत सिंचित	अबत सिंचित	पटक पिके व प्रत्येक खालील क्षेत्र: पिकाचे नांव	बत सिंचित	अबत सिंचित	निर्भळ पिकाखालील क्षेत्र: पिकाचे नांव	बत सिंचित	अबत सिंचित	सागवडीखाली उपलब्ध नसलेली जमीन: बरड	खडक	वर्तमानचे शेरा	पूर्वीच्या कायाचे नांव	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
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								NA.	0-६२	-४					

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक ठाणे-५ ठाणे-५ THANE-5

असल नमुनेकम खरी नकल दिली असे.

तलाठी

तारीख 13 JAN 2013

टनन - ५

दस्त क्रमांक 3998 /२०१३

09/102

ANNEXURE - "F" (Collectively)

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव – कामेघर

तालुका – ठाणे

जु. स. ( )

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पध्दती	भोगवटादाराचे नांव
न. स. १९९	2/2	N.A.	(२७३) (१०४७) (१२६४) (१२३०)
शेतीचे प्रयोजन नांव			

लागवडी योग्य क्षेत्र	हेक्टर	आर
	०-५६-०	—
एकूण	०-५६-०	
पो. ख. (लागवडी योग्य नसलेले) वर्ग (अ) वर्ग (ब)	०-०१-५	
एकूण	०-०१-५	
आकारणी जुडी किंवा विशेष आकारणी	३७-३२	(१२२१)

गटेश रतन गटेश
दिगंबर रतन गटेश
मोक्षगाव रतन गटेश
(२०१९) (१२५०) (१४२३)
(२६८०)

कुळाचे नांव

इतर अधिकार
(४८०) (५४) (५३२)
(२६)

गु.एक.बी. कलम २०१९
प्रोजेक्ट व्यतिरिक्त क्षेत्र
२२३५०० चौ.मी.
(२५२०)

पिके आणि भूमापन चिन्हे

गांव नमुना बारा (पिकांची नोंद वही)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशील: मिश्र पिकाखालील क्षेत्र: भिन्नदर्शक क्रमांक	जलसिंचित	बरासिंचित	गटक पिके व प्रत्येक खालील क्षेत्र: पिकाचे नांव	जलसिंचित	बरासिंचित	निर्भेळ पिकाखालील क्षेत्र: पिकाचे नांव	जलसिंचित	बरासिंचित	लागवडीखाली उपलब्ध नसलेली जमीन: क्षेत्र	शेरा	एकूण लागवडीचे क्षेत्र	एकूण बागायतीचे क्षेत्र	शेरा
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.			
२०१० २०११								N.A.	०-१०						

THE SEAL OF THE SUB-REGISTRAR THANE-5 उपनिबंधक ठाणे-५ ठाणे जिल्हा

अस्सल बरहुकूम खरी नकल दिली असे.

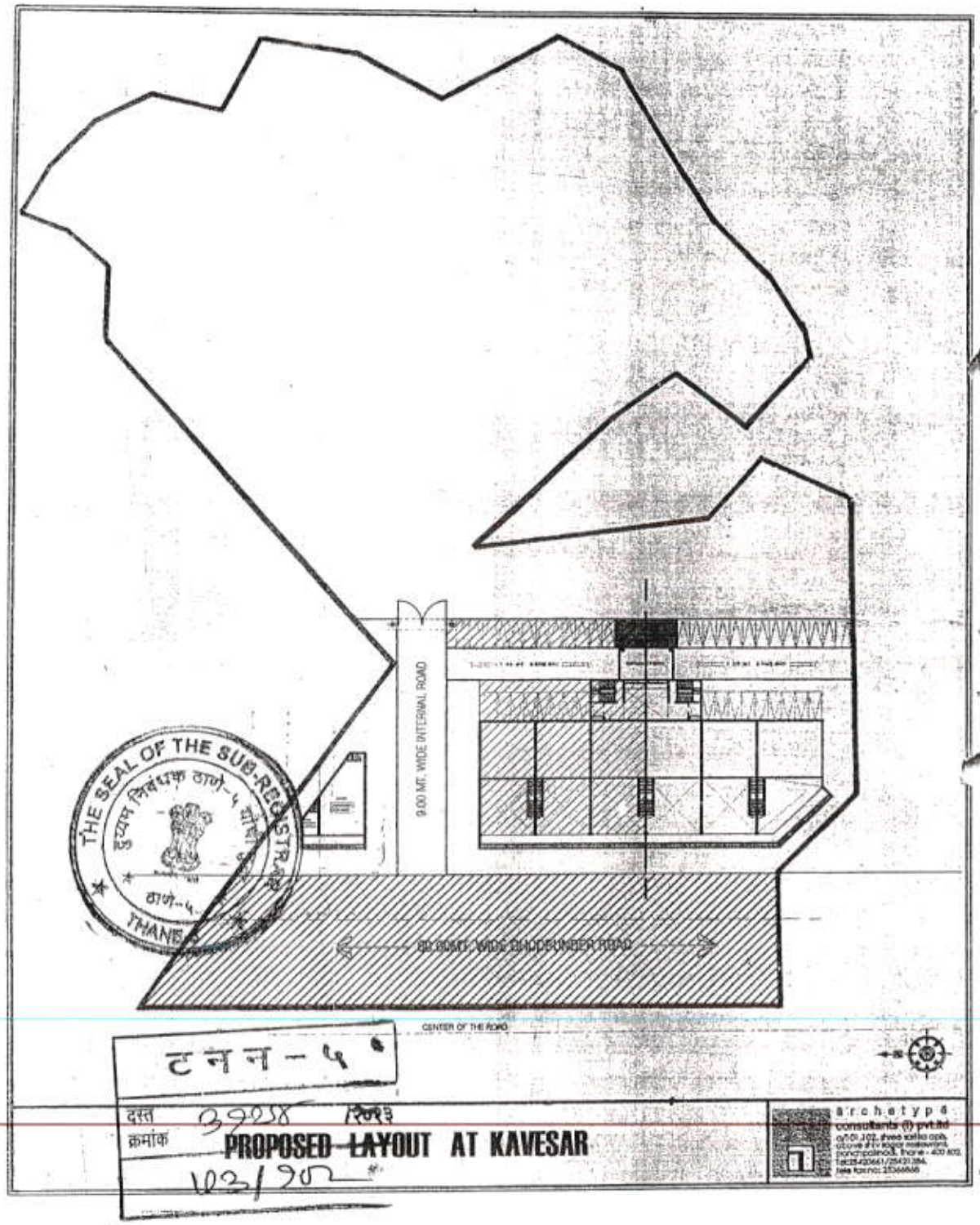
तलाठी/सजा कसेल
ता. जि. ठाणे

तारीख

९१९१०

टनन - ५
दस्त क्रमांक ३१२४ /२०१३
७४/१५२

ANNEXURE - "E"


9.00 MT. WIDE INTERNAL ROAD
80 ROAD WIDE GHODBUNDER ROAD
CENTER OF THE ROAD
THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक ठाणे-५
ठाणे-५
THANE
ठाणे - ५
दस्त 39958 /2013
क्रमांक 103/905
PROPOSED LAYOUT AT KAVESAR
architype consultants (i) pvt.ltd

IN THE COMMERCIAL BUILDING ROSA VISTA ON PLOT 'B'

SR. NO.	SHOP/ OFFICE NO.	FLOOR	CARPET AREA SQ.FT.	ALLOTTED TO WHOM
1.	1	Ground	2343.76	Shri Naresh Ratan Manera.
2.	2	Ground	2343.76	Shri Dilip Ratan Manera.
3.	3	Ground	2343.76	Shri Kerunath Ratan Manera.
4.	1	Mezzanine	1141.51	Shri Naresh Ratan Manera.
5.	2	Mezzanine	1141.51	Shri Dilip Ratan Manera.
6.	3	Mezzanine	1141.51	Shri Kerunath Ratan Manera.
7.	1	First	2055.75	Shri Naresh Ratan Manera.
8.	2	First	2055.75	Shri Dilip Ratan Manera.
9.	3	First	2055.75	Shri Kerunath Ratan Manera.
		TOTAL	16623.06	

The Promoters are entitled to balance Shops and Offices in the said Commercial Building **ROSA VISTA** on the **said Plot B**

COMMERCIAL BUILDING ROSA VISTA ANNEX ON PLOT 'C':- Shri Naresh Ratan Manera shall be exclusively entitled to the entire building **ROSA VISTA ANNEX (Building C)** having Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft., Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area, and First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring 3239 sq.ft. carpet area.

CAR PARKING TO BE ALLOTED TO THE OWNERS BY M/S.SAI ENTERPRISES

SR. NO.	CAME TO THE SHARE OF	PODIUM PARKING NOS.	STILT PARKING NOS.	OPEN PARKING NOS.	TOTAL
1.	Shri Naresh Ratan Manera	13	3	2	18
2.	Shri Dilip Ratan Manera	13	3	2	18
3.	Shri Kerunath Ratan Manera	13	3	2	18
4.	To be kept Jointly by Owners	1	--		1
				TOTAL	55

TWO WHEELER PARKING TO BE ALLOTED TO OWNERS BY M/S. SAI ENTERPRISES

SR. NO.	CAME TO THE SHARE OF	PARKING NOS.
1.	Shri Naresh Ratan Manera	12
2.	Shri Dilip Ratan Manera	12
3.	Shri Kerunath Ratan Manera	12
4.	To be kept Jointly by Owners	1
	TOTAL	37

The Promoters are entitled to balance Stilt Parking, Podium Parking, Open Car Parking Spaces and Two Wheeler Parking Spaces in the said building **ROSA BELLA**.

ANNEXURE - "D"

LIST OF THE PREMISES TO BE GIVEN BY M/S. SAI ENTERPRISES TO (1) SHRI NARESH RATAN MANERA (2) SHRI DILIP RATAN MANERA and (3) SHRI KERUNATH RATAN MANERA (i.e. THE OWNERS)

IN THE RESIDENTIAL BUILDING ROSA BELLA ON PLOT 'A'

SR. NO.	FLAT NO.	FLOOR	CARPET AREA SQ.FT.	CAME TO THE SHARE OF
1.	401	4th	724	Shri Kerunath Ratan Manera.
2.	402	4th	931	Shri Kerunath Ratan Manera.
3.	403	4th	931	Shri Kerunath Ratan Manera.
4.	404	4th	724	Shri Kerunath Ratan Manera.
5.	501	5th	724	Shri Dilip Ratan Manera.
6.	502	5th	931	Shri Dilip Ratan Manera.
7.	503	5th	931	Shri Dilip Ratan Manera.
8.	504	5th	724	Shri Dilip Ratan Manera.
9.	701	7th	724	Shri Naresh Ratan Manera.
10.	702	7th	931	Shri Naresh Ratan Manera.
11.	703	7th	931	Shri Naresh Ratan Manera.
12.	704	7th	724	Shri Naresh Ratan Manera.
13.	901	9th	724	Shri Naresh Ratan Manera.
14.	902	9th	931	Shri Naresh Ratan Manera.
15.	903	9th	931	Shri Naresh Ratan Manera.
16.	904	9th	724	Shri Naresh Ratan Manera.
17.	1101	11th	724	Shri Dilip Ratan Manera.
18.	1102	11th	931	Shri Dilip Ratan Manera.
19.	1103	11th	931	Shri Dilip Ratan Manera.
20.	1104	11th	724	Shri Dilip Ratan Manera.
21.	1501	15th	724	Shri Kerunath Ratan Manera.
22.	1502	15th	931	Shri Kerunath Ratan Manera.
23.	1503	15th	931	Shri Kerunath Ratan Manera.
24.	1504	15th	724	Shri Kerunath Ratan Manera.
25.	1701	17th	724	Shri Kerunath Ratan Manera.
26.	1702	17th	1050	Shri Kerunath Ratan Manera.
27.	1703	17th	1050	Shri Kerunath Ratan Manera.
28.	1704	17th	724	Shri Kerunath Ratan Manera.
29.	1801	18th	724	Shri Naresh Ratan Manera.
30.	1802	18th	1050	Shri Naresh Ratan Manera.
31.	1803	18th	1050	Shri Naresh Ratan Manera.
32.	1804	18th	724	Shri Naresh Ratan Manera.
33.	2101	21st	724	Shri Dilip Ratan Manera.
34.	2102	21st	1050	Shri Dilip Ratan Manera.
35.	2103	21st	1050	Shri Dilip Ratan Manera.
36.	2104	21st	724	Shri Dilip Ratan Manera.
37.	1001	10th	724	Jointly with Three Brothers.
		TOTAL	31,228	

The Promoters are entitled to the balance Flats in the Residential Building **ROSA BELLA** on the said Plot A.

दस्त क्रमांक 3928 /2011

७) दि. १४/०३/२००७ रोजीच्या दिलेल्या पर्यवरण विभागाच्या नाहरकत दाखल्या मधील अटी व शर्ती विकासकर्ते / मालक यांचेवर बंधनकारक राहिल.

८) वापरपरवान्या पूर्वी सेवाकर व कामगार कल्याणकारी उपकर अधिनियम १९९६ नुसार कर भरणे बंधनकारक राहील.

WARNING : PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

Yours faithfully,

सहाय्यक संचालक नगर रचणा,
ठाणे महानगरपालीका ठाणे.
Municipal Corporation
the city of Thane,

Office No.
Office Stamp
Date

Copy to:-

1) Dy.Municipal commissioner – Zone
2) E.E. (Encroachment)
3) Competent Authority (U.L.C)
   For Sec.20,21,& 22 if required
4) TILR for necessary correction in record of Land is affected by Road widening / reservation.

सावधान

"भंग झालेल्या बांधकामास प्रतिबंध करणे तसेच विकास नियंत्रण नियमावलीनुसार आवश्यक त्या पत्रव्यवहारा नंतरही शास्तीकर वसूल करणे, महाराष्ट्र प्रादेशिक व नगर रचना अधिनियमाचे कलम ५२ अनुसार दखलपात्र गुन्हा आहे. त्यासाठी जास्तीत जास्त ३ वर्षे कैद व रु ५०००/- दंड होऊ शकतो."

टनन - ५
दस्त क्रमांक 3928 /२०१३
७०/१०२

Certificate No. 000690

THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 3 &. 24)

SANCTION OF DEVELOPMENT

सुधारीत PERMISSION / COMMENCEMENT CERTIFICATE

UTILISED DRC NO.111,106,087,069,116 (Reservation) &171 (Road)

रहिवास इमारत क्र.:१ टाइप अे : स्टील्ट + पोडीयम + २८ मजले + २९ वा (पार्ट)मजला.

वाणिज्य इमारत क्र. ३ टाइप बी : तळमजला + मेझनाईन + १ ते ३ मजले.

वाणिज्य इमारत क्र. २टाइप सी : तळघर + तळमजला + मेझनाईन + १ मजला.

क्लब हाऊस – तळ + १ मजला.

V.P. No. २००६/०४ TMC/ TDD १०८ Date १२/७/२०११

To,

Shri / Smt. मे. आर्कीटाईप कन्सल्टंटस् (इं.) प्रा. लि. (वा. वि.) (Architect)

Shri / Smt. श्री नरेश रतन मणेरा व इतर (मालक)

मे. साई एंटरप्रायजेस तर्फे भागीदार श्री.नरेश एस खेतवानी (कुलमुखत्यारधारक)

Sir,

With reference to your application No. ५४८८६ dated १४/०२/२०११ For development Permission/grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरिल प्रमाणे in village कावेसर Sector No. VI Ward No. _____ situnted at Road/ Street घोडबंदर रोड C.T.S. No./ H.No. / T. No. स.नं. १९९, हि.नं.८, २०१,२०२,

the development permission / the commencement certificate is granted subject to the following conditions.

1) The land vacated as a consequence of the enforcement of the set back line shall form Part of the public street.

2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.

3) The development permission/commencement certificate shall remain valid for a period of one year commencing from the date of its issue

4) This permission does not entitle you to develop the land, which does not vest in you.

५) सुधारीत परवानगी सी.सी. विकास प्रस्ताव क्रमांक. २००६/०४/ठा.म.पा/श.वि.वि./५१५ दि १७/११/२००९ मधील सर्व अटी आपणावर बंधनकारक राहतील.

६) वाणिज्य इमारतीच्या पोर्च पुर्वी रस्त्यास रोड मधील बांधकाम काढणे आवश्यक.

THE SEAL OF THE SUB-REGISTRAR THANE

क्रमांक ३५२८

ee/902

10) Undertaking Cum Indemnity regarding U.L.C. special scheme of Talegaon Dabhade under section 20 will be binding upon you.

11) The construction that may be carried out in Appeal period and during the period till decision of appeal, in the event the appeal is filed, shall be at the cost and Consequence of the appleants and shall be subject to the decision of either Govt. or Hon. Court.

12) The affidavit cum indemnity submitted as per directives of Govt., dated 01/03/08 shall be binding upon you.

13) All conditions those may be stipulated by the Govt. & T.M.C. shall be binding upon you.

14) N. O. C. from water, tree, and drainage department should be submitted before Occupation Certificate.

15) Rainwater harvesting system & Solar water heating system should be installed before applying Occupation Certificate.

16) Thane Municipal Corporation will not supply water for the construction purpose.

17) Regarding any dispute in ownership applicant will remain sole responsible.

"मंजूर नकाशा ... नसेचं
विकास नियंत्रण ... त्या
परवानगीत नमूद ... राष्ट्र
प्रादेशिक Office No. ... म ५२
अनुसार Office Stamp ... जास्तीत
जास्त ३ वर्ष कैद व ... दंड होऊ शकतो."
Date

THE MUNICIPAL CORPORATION OF THE CITY OF THANE
ठाणे महानगर पालिका

WARNING : PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

THE SUB REGISTRAR
ठाणे-५
THANE-5

कार्यकारी अभियंता,
शहर विकास विभाग
ठाणे महानगरपालिका, ठाणे

Copy to:-

4) Dy.Municipal commissioner – Zone
5) E.E. (Encroachment)
6) Competent Authority (U.L.C)
For Sec.20,21,& 22 If required
4) TILR for necessary correction in record of Land is affected by Road widening / reservation.

ठाणे - ५
दस्त क्रमांक : 3928 /२०१३
व / २०२

ANNEXURE - "C"

THANE MUNICIPAL CORPORATION, THANE. 815

(Regulation No. 3 &. 24)

SANCTION OF DEVELOPMENT

सुधारीत PERMISSION / COMMENCEMENT CERTIFICATE

रहिवास इमारत क्र.१ : स्टील्ट + पोडीयम + दहा मजले

वाणिज्य इमारत क्र.२ : तळ मजला

वाणिज्य इमारत क्र.३ : तळ + मेझनाईन + पहिला ते तिसरा मजला

V.P. No. २००६/०४ TMC/ TDD / ५९५ Date १७/११/२००९

To,

Shri / Smt. मे. आर्कीटाईप कन्सल्टंटस् (इं.) प्रा. लि. (वा. वि.) (Architect)

Shri / Smt. श्री नरेश रतन मणेरा व इतर (मालक)

मे. साई एंटरप्रायजेस (कुलमुखत्यारधारक)

Sir,

With reference to your application No. २२४७२ dated ०१/०९/०९ For development Permission/grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरिल प्रमाणे in village कावेसर Sector No. VI Ward No. _____ situated at Road/ Street घोडबंदर रोड C.T.S. No./ H.No. / T. No. स. नं. १९९, हि.नं.८, २०१,२०२,

the development permission / the commencement certificate is granted subject to the following conditions.

1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.

2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.

3) The development permission/commencement certificate shall remain valid or a period of one year commencing from the date of its issue.

4) This permission does not entitle you to develop the land, which does not vest in you.

5) C.F.O. N.O.C. shall be submitted before Commencement Notice.

6) Information board be displayed on site upto obtaining Occupation Certificate.

7) Vacant land tax payment should be done.

8) 7/12 extract in the name of T.M.C. for area under D.P.Road should be submitted before Plinth Certificate.

9) The proposed building should be structurally designed by considering seismic forces as per B.S. Code No. 1893 & 4326 & certificate of structural stability should be submitted at the stage of plinth & Occupation Certificate.

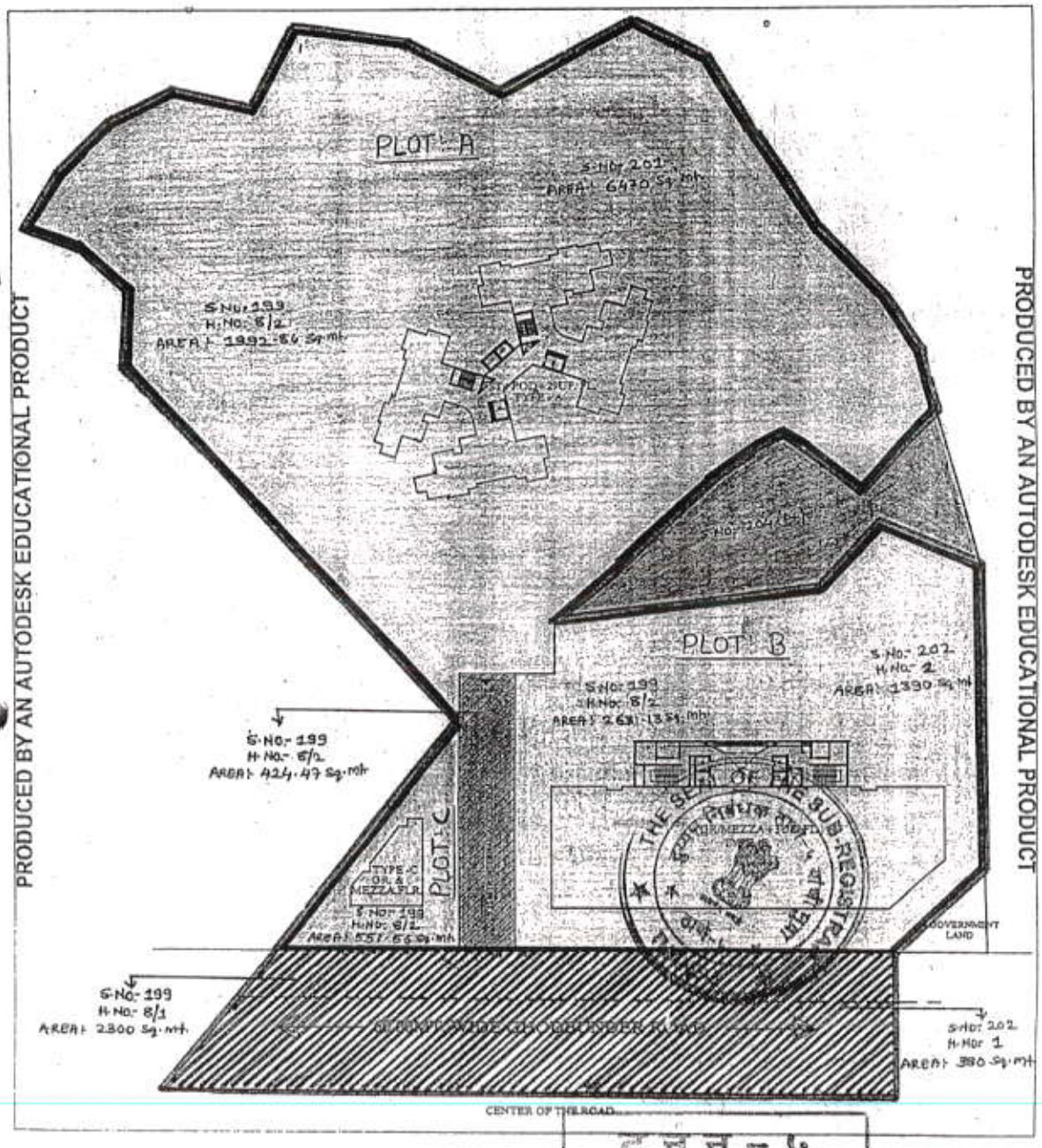
THE SEAL OF THE SUB REGISTRAR ठाणे-५ THANE-5

टपाल नोंद

दस्त क्रमांक 3985 /2009

७७ / 302

ANNEXURE - "B"

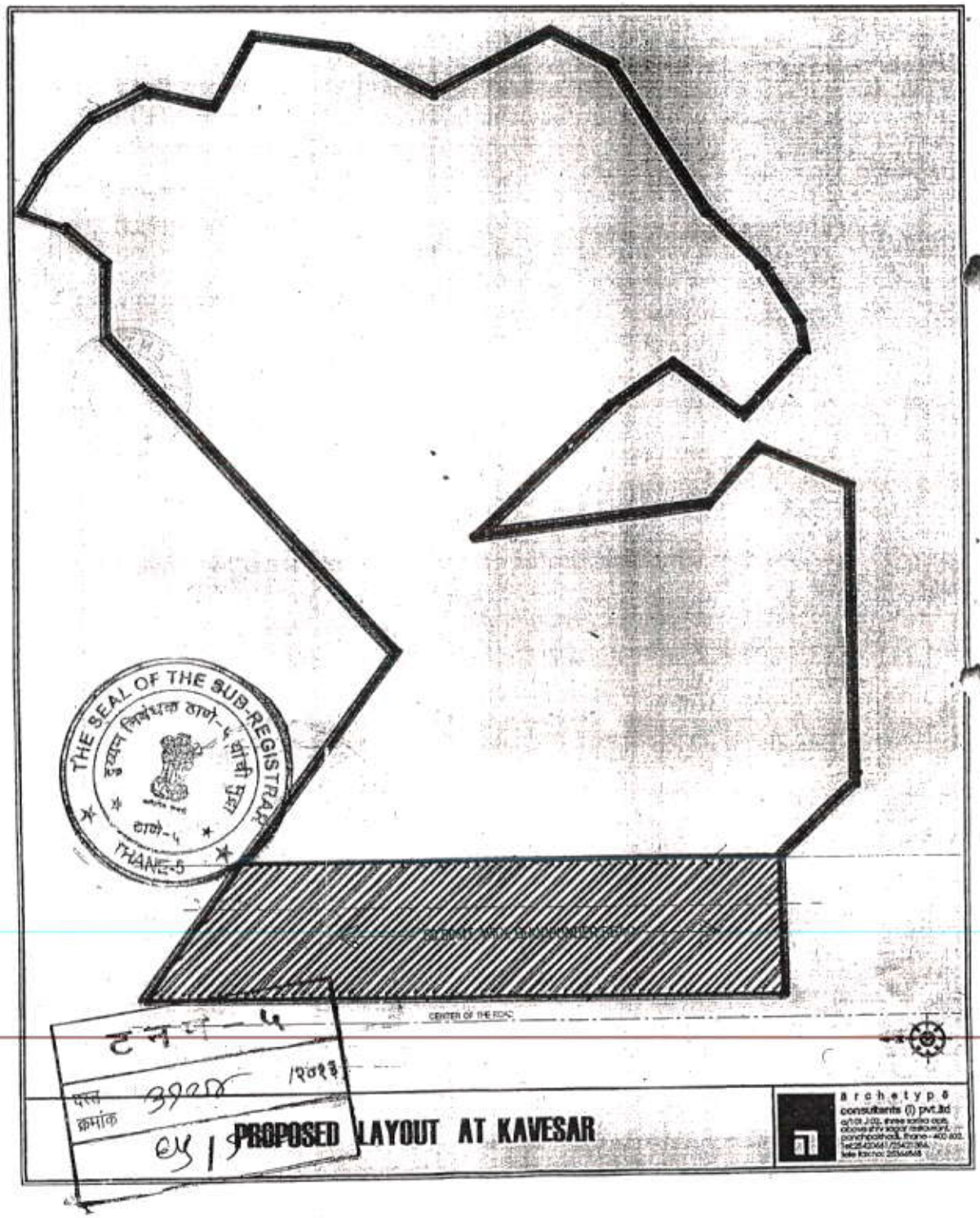


टिप्पन - ५

सन 3928 /2023

क्र. 90

ANNEXURE - "A"


THE SEAL OF THE SUB-REGISTRAR
THANE-5
CENTER OF THE ROAD
PROPOSED LAYOUT AT KAVESAR
archetype
consultants (i) pvt.ltd

RECEIVED of and from the withinnamed)
Flat Purchaser Rs. 81227 /- (Rupees)
Eighty one Thousand Two Hundred
Twenty seven only only))
in cash/by cheque No. 192417 dated)
19/11/2009 drawn on ICICI Bank)
— Bank, Mulund)
Branch being the earnest money to be paid)
to us as withinmentioned on or before)
execution hereof.) Rs. 81227 /-

==========

Witnesses:

WE SAY RECEIVED

1.

2.

For **M/S. SAI ENTERPRISES**

Partner

SAI ENTERPRISES

THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक ठाणे-५ यांची मुद्रा
ठाणे-५
THANE-5

ठाणे - ५
दस्त क्रमांक 3928 /2013
ई 1902

कोरे पृष्ठ

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ठाणे - ५

THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक ठाणे-५ यांचा शिक्का
ठाणे-५
THANE-5

ठाणे - ५
दस्त क्रमांक 3928 /२०१२
E3/902

SIGNED AND DELIVERED by the)
withinnamed **'PROMOTERS'**)

M/S. SAI ENTERPRISES) For **M/S. SAI ENTERPRISES**
through their partners)

(1) SHRI)

Partners

Manoj S. Khetwani

in the presence of .....)

1.

2.

SIGNED AND DELIVERED by the)
withinnamed **'FLAT PURCHASER'**)

(1) Shantilal Nanji Rangani

(2) Damyanti shantilal Rangani

(3)

in the presence of... ...

1.

2.

(SAID PLOT C)

SECONDLY: ALL THAT piece or parcel of land admeasuring 551.56 sq.mtrs. area of S.No.199 H.No.8/2 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East : partly by the said Plot A and partly by Plot bearing S.No.199 H.No.4.

on or towards West : by G. B. Road.

on or towards North : by plot of land bearing S.No.199 H.No.4.

on or towards South : by Internal access road.

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक तालुका-५ ठाणे-५ THANE-5

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THE SEVENTH SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT A)

ALL THAT piece or parcel of land admeasuring 8462.84 sq.mtrs. consisting of (i) 1992.84 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 6470.00 sq.mtrs. area of the S.No.201 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing S.No.212.
on or towards West	: partly by Plot bearing S.No.199 H.No.4, partly by Plot B, partly by Plot C and partly by Plot bearing S.No.204 (part)
on or towards North	: by Plot bearing S.No.199 H.No.4.
on or towards South	: by Plot bearing S.No.204 (part).

THE EIGHTH SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PLOT B AND PLOT C)

(SAID PLOT B)

FIRSTLY: ALL THAT piece or parcel of land admeasuring 4021.13 sq.mtrs consisting of (i) 2631.13 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 1390.00 sq.mtrs. area out of the S.No.202 H.No.2 situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot of land bearing S.No.204(part).
on or towards West	: by G. B. Road.
on or towards North	: by internal access road
on or towards South	: by plot bearing S.No.204(part).

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2. The expenses of maintaining, repairing the terrace, gutters, rain water pipes of the building, water pumps water, pipes, lift and electric wires in, under or upon the said building **ROSA BELLA** and as enjoyed by the Flat Purchaser/ used by him in common with the other purchasers of flats.

3. The cost of cleaning and lighting the passages, water pump, landings, staircase, common lights and other parts of the said building **ROSA BELLA** used by the Flat Purchaser in common as aforesaid.

4. The cost of the salaries of clerks, bill collectors, chowkidars, pump man, sweepers etc.

5. The cost of working and maintenance of common light, water pump and other service charges.

6. Deposits for the said building's water meter, electric meter, sewer line etc.

7. Municipal and other taxes such as house tax, water charges, common electricity charges, bills, cess, levy, land revenue N.A. Taxes etc.

8. Insurance of the said building **ROSA BELLA**.

9. The maintenance charges, cost, expenses and amounts required for maintenance of street light, sewer line, storm water drain, water lines, internal roads.

10. Such other expense as are necessary or incidental for the maintenance and up keep of the said building **ROSA BELLA** and the said Bigger Plot excluding the **said Plot B** and the **said Plot C**.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON AREAS AND FACILITIES

Proportionate equal right to the immediate area abutting the main door after the landing on the said floor of the said Flat (save and except parking space/garage).

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Pro-rata right along with all purchasers of premises in the said Property in limited common areas and facilities i.e. to say :

(1) Staircase.

(2) Staircase landing.

(3) Entrance Hall.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
LIST OF AMENITIES AND SPECIFICATION

1. Vitrified flooring in entire flat.
2. Powder coated aluminium windows.
3. Modular Switches with M.C.B./E.C.C.B.
4. P.O.P. furnished walls with acrylic paints.
5. Flush doors with copper/steel hardware fixtures.
6. Premium antiskid tiles in Bathrooms.
7. Premium C.P. & Sanitary fittings.
8. Granite Kitchen Platform.
9. Intercom and Video Door Phone.

THE SEAL OF THE SUB-REGISTRAR उपनिबंधक ठाणे-५ THANE-5

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THE SIXTH SCHEDULE ABOVE REFERRED TO:

1. The expenses of maintaining, repairing, redecorating etc. of the main structure, the main entrance, passages, landings, staircase of the building, the boundary walls of the building, compound, terrace etc. as enjoyed by the Flat Purchaser/ used by him in common with the other purchasers of flats.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID PROPERTY)

ALL THOSE pieces or parcels of land bearing (i) Survey No.199 H.No.8 admeasuring 7900 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey No.202 admeasuring 1770 sq.mtrs. in all admeasuring 16,140 sq. mtrs. with the structures which were standing thereon situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing Survey No.212
on or towards West	: by G.B. Road
on or towards North	: by Plot bearing Survey No.199 Hissa No.4
on or towards South	: by Plot bearing Survey No.204

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(SCHEDULE OF THE SAID BIGGER PLOT)

ALL THOSE pieces or parcels of land bearing (i) S.No.199 H.No.8/2 admeasuring 5600 sq.mtrs. (ii) S.No.201 admeasuring 6470 sq.mtrs. and (iii) S.No.202 H.No.2 admeasuring 1390 sq.mtrs. in all admeasuring 13,460 sq.mtrs. forming part of the said Property situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and bounded as follows:

on or towards East	: by Plot bearing Survey No.212
on or towards West	: by G.B. Road
on or towards North	: by Plot bearing Survey No.199 Hissa No.4
on or towards South	: by Plot bearing Survey No.204 (part)

any liability on that account arises in future, the same shall be paid and discharged by the Flat Purchaser alone and the Promoters shall not be liable to contribute anything on that account. In the event of any such tax or liability in respect of this agreement and/or the said Flat being paid by the Promoters, the Flat Purchaser shall reimburse the same to the Promoters within seven days of the demand in that behalf being made by the Promoters and in the event of any delay on the part of the Flat Purchaser in reimbursement of such amount to the Promoters the Flat Purchaser shall be liable to pay to the Promoters the interest at the rate of 18 % p.a. for the period of delay. The Flat Purchaser hereby specifically agrees that till the above mentioned taxes are duly paid by him the same shall be a charge on the said Flat.

63. The Promoters shall if necessary, become a member of the co-operative society of the purchasers of flats in the said building **ROSA BELLA** in respect of their rights and benefit conferred herein or otherwise. If the Promoters transfer, assign, and dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the purchaser thereof shall become the member of the co-operative society in respect of the said rights and benefits. The Flat Purchaser herein and the co-operative society of the Flat Purchasers will not have any objection to admit such assignee or transferee as member of such organisation.

64. The Original hereof shall remain with the Flat Purchaser. The Flat Purchaser shall present this Agreement at the proper registration office for registration thereof within the time limit prescribed under the Registration Act and the Promoters will attend such Registration Office and admit execution hereof upon an intimation for the purpose being received from the Flat Purchaser.

65. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder.

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66. The Flat Purchaser shall on execution hereof pay to _____ the brokerage calculated at the rate of 2% on the consideration hereof.

the event of the Promoters at the request and insistence of the Flat Purchaser granting to the Flat Purchaser the licence to enter upon the said Flat for the purpose of interior decoration/ making furniture earlier than completing all the floors of the building on the **said Bigger Plot** then and in that event the Flat Purchaser shall have no objection to the Promoters completing the construction of the balance floors of the said buildings on the **said Bigger Plot** without any interference or objection by the Flat Purchaser. The Flat Purchaser further confirms that he shall not object or dispute construction of the balance floors of the buildings by the Promoters on the ground of nuisance, annoyance or any other ground or reason and the Promoters shall be entitled to construct and complete such balance floors of the said buildings on the **said Bigger Plot** as they may desire in their absolute discretion without any interference or objection or dispute by the Flat Purchaser.

61. The Flat Purchaser hereby specifically agrees and undertakes to pay the Service Tax as well as MVAT levied by the Central Government and /or the Government of Maharashtra in respect of this agreement and/or the said Flat before taking possession of the said Flat or within one week from the demand in that respect being made by the Promoters whichever is earlier. The Service Tax and/or MVAT or any liability on that account which may arises in future shall be paid and discharged by the Flat Purchaser alone and the Promoters shall not be liable to contribute anything on that account. In the event of any such tax or liability in respect of this Agreement and/or the said Flat being paid by the Promoters, the Flat Purchaser shall reimburse the same to the Promoters within seven days of the demand in that behalf being made by the Promoters and in the event of any delay on the part of the Flat Purchaser in reimbursement of such amount to the Promoters the Flat Purchaser shall be liable to pay to the Promoters the interest at the rate of 18% p.a. for the period of delay. The Flat Purchaser hereby specifically agrees that till the Service Tax and MVAT mentioned hereinabove are paid by him the same shall be a charge on the said Flat.

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62. The Flat Purchaser hereby specifically agrees and undertakes that if any Sales Tax or any other tax levied or which may be levied by the Central Government/ State Government/ or any other authority concerned in respect of this Agreement and/or the said Flat is payable or

Property B and for that purpose he shall sign and execute the necessary papers, forms, plans, documents etc. as may be required by the Promoters.

58. All basements, open spaces, podium parking and open/covered garages in the compound of the said building **ROSA BELLA** which are proposed presently and/or which may be proposed in future coming to the share of the Promoters and the Owners respectively will belong to and owned by the Promoters/Owners only as the case may be and they alone will have sole and exclusive rights and authority to allot the same on such terms and conditions as they may like to any purchaser of the flats in the said building **ROSA BELLA** and the Flat Purchaser will have no objection to the same and the Flat Purchaser do hereby consent to what is stated above.

59. With a view to have proper parking arrangement the Promoters hereby allot to the Flat Purchaser the parking space being ~~Open~~ Parking Space No.___/Parking Space No.___ in ~~stilt parking~~/one mechanical podium parking and shown by ____ colour wash on the plan hereto annexed and marked **Annexure: K** without charging any consideration and the Flat Purchaser hereby confirms the same. The Flat Purchaser hereby specifically agrees and undertakes that in view of the specific allotment of the said Parking Space being ~~Open Parking~~ Space No.___/Parking Space No.___ in ~~stilt parking~~/one mechanical podium parking the Flat Purchaser shall park his car/vehicle only in the said Parking Space and he shall not be entitled to park his car/vehicle anywhere else. The Flat Purchaser hereby further confirms that he is aware that with a view to have proper parking arrangement the Promoters/ Owners are similarly making allotment of specific parking space to the various purchasers of flats in the said building **ROSA BELLA** and he has no objection to the same and he will abide by such allotment. The Flat Purchaser hereby specifically agrees and confirms that he shall be entitled to transfer the said parking space allotted to him as above only along with the transfer of the said Flat in favour of such transferee alone.

60. The Flat Purchaser hereby expressly agrees and covenants with the Promoters that in the event of all the floors of the said buildings on the **said Bigger Plot** being not ready for occupation simultaneously and in

society of the purchasers of the flats in the said building **ROSA BELLA** the Promoters shall hand over the charge of the said Club House to such co-operative society and the Flat Purchaser shall contribute proportionately for the maintenance of the same. The Flat Purchaser hereby undertakes that till such Club House is handed over to the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** the Flat Purchaser shall contribute such amount towards his proportionate share of expenses of maintenance of such Club House as may be determined by the Promoters in their absolute discretion. The Flat Purchaser hereby further undertakes that after such Club House is handed over to the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** the Flat Purchaser shall contribute towards his proportionate share of expenses of maintenance of such Club House as may be determined by such co-operative society.

57. The Owners are also in use, occupation and possession of the plot of land bearing S.No.204 (Part) admeasuring about 10 Guntnas equivalent to 1011.70 sq.mtrs. situated at village: Kavesar, Taluka and District: Thane and shown by blue colour wash on the plan hereto annexed and marked **Annexure: B** and hereinafter referred to as the **'said Property B'** since more than 30 years. However the Owners are not in possession of any document of title in respect of the **said Property B.** The Owners have agreed to transfer and convey the **said Property B** to the Promoters upon the terms and conditions agreed between the Owners and the Promoters and the Owners have handed over the possession of the **said Property B** to the Promoters. The Promoters are entitled to obtain from the authorities concerned the necessary permissions, sanction, approvals etc. for development of the **said Property B** and to develop the **said Property B** by constructing the building thereon or by utilising the F.S.I. or T.D.R. of the **said Property B** in construction of upper floors on the said building **ROSA BELLA** and/or the said building **ROSA VISTA** as may be permitted by the authorities concerned. The Flat Purchaser hereby specifically agrees and confirms that the Promoters have informed him and he is aware of the above facts before agreeing to purchase the said Flat from the Promoters and he has no objection to the Promoters developing the **said Property B** as above. The Flat Purchaser hereby further specifically agrees and undertakes to co-operate with the Promoters in development of the **said**

the terrace shall then be in the exclusive possession of such Purchasers of such premises constructed on the terrace as aforesaid. The Flat Purchaser further agrees and undertakes not to object to such construction on the ground of light and ventilation, nuisance, annoyance, inconvenience and/or on any other reason whatsoever.

(d) However in the event the overhead water tank or lift machine room is constructed within any of the above mentioned terraces, garden house, pent houses, terrace flat or flats with the exclusive use or enjoyment of a terrace or that the path of access to the overhead water tank or lift machine room is through the abovementioned garden house etc. then the Promoters/ co-operative society shall be entitled to depute its representative to go to the terrace for check up and upkeep and for carrying out repairs to the overhead water tank or lift machine room at all reasonable time and/or during such time as may be usually agreed upon by the purchasers of such flats on the terrace and the co-operative society that may be formed by all the purchasers of the flats in the said building **ROSA BELLA**.

(e) The Purchasers to whom such terrace flats/ pent houses/ garden houses may be sold shall be admitted as members of the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** without any objections or conditions (except the payment of Rs.250/- as share money and Rs.100/- as entrance fee) and the Flat Purchaser confirms that he has no objection to the same and he shall not dispute the same at any time hereafter.

56. The Flat Purchaser is also aware that as part of the extra facilities for the purchasers of the flats in the said building **ROSA BELLA** the Promoters propose to construct a club house on a portion of the **said Plot A** for the benefit of all the flat purchasers in the said building **ROSA BELLA** to be constructed on the **said Plot A.** The Flat Purchaser shall pay to the Promoters Rs. 35000/- (for 1 Bed Room Hall Kitchen Flat) Rs. 40000/- (for 2 Room Kitchen Flat) towards the cost of construction of the Club House and he will be given the membership of the Club House. Upon formation and registration of the co-operative

ROSA BELLA from the Promoters or the Owners as the case may be shall be admitted to such co-operative society on being called upon by the Promoters or the Owners as the case may be without payment of any premium or any additional charges save and except Rs.250/- as share money and Rs.100/- as entrance fees and such allottee/ purchaser or transferee thereof shall not be discriminated or treated prejudicially by such co-operative society.

55(a) It is also understood and agreed by and between the parties hereto that the terrace space in front of or in back side or adjacent to the terrace flats on the top floor in the said building **ROSA BELLA** shall belong exclusively to the respective purchaser of such terrace flats and such terrace space is intended for the exclusive use of the respective terrace Flat Purchaser.

(b) The Promoters shall also be entitled to construct additional storey or storeys with or without terrace, garden houses alongwith one or more terraces and/or garden houses, pent houses with or without open spaces attached thereto and shall be entitled to sell the exclusive use of the same and/or otherwise dispose of the same at the discretion of the Promoters. The Flat Purchaser shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open space by the purchasers of such terrace flat/ pent house/ garden house and the Flat Purchaser shall not be entitled to the use of the same. The Purchasers of such terrace flats/ pent houses/ garden houses shall be exclusively entitled to the use of the terrace or open space sold, and/ or allotted to them.

(c) In the event of the Promoters obtaining permission from the Municipal authorities for construction of any type of premises on the terrace, then the Promoters shall be entitled to construct, deal with and dispose off in any manner whatsoever such premises constructed or to be constructed by them on the terrace together with the terrace to such person or persons or parties at such rate and on such terms and conditions as the Promoters at their sole discretion may decide and in that event to allot the entire terrace to the Purchasers of such premises constructed on the terrace and

51. It is agreed that the Promoters shall be entitled without affecting the rights of the Flat Purchaser to the said Flat including the area thereof to revise the building plans in respect of the said buildings **ROSA BELLA** and **ROSA VISTA** and to utilise the total F.S.I available in respect of the **said Property** as the Promoters may desire as provided in the **said Agreement for Assignment of Development Rights** and the Flat Purchaser hereby irrevocably consents to the right of the Promoters to modify the building plans in respect of the said buildings **ROSA BELLA** and **ROSA VISTA** from time to time so as to consume and utilise the entire F.S.I. including the T.D.R. in respect of the **said Property**.

52. The Flat Purchaser shall not decorate the exterior of the said Flat otherwise than in a manner agreed to with the Promoters under this Agreement. The Flat Purchaser shall not change or alter the elevation of the said building **ROSA BELLA**.

53. It is specifically agreed that the name of the co-operative society to be formed of the purchasers of the flats in the said building **ROSA BELLA** shall bear the name **ROSA BELLA** and this name shall not be changed without the written permission of the Promoters.

54. In the event of any co-operative society being formed and registered before the sale and disposal by the Promoters and the Owners of all the premises which came to their respective shares as recited hereinabove the power and the authority of such society so formed of the Flat Purchaser and other purchaser of the flats in the said building **ROSA BELLA** on the **said Plot A** or the co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** shall be subject to over all authority and control of the Promoters in respect of all the matters concerning the said buildings **ROSA BELLA** and **ROSA VISTA** and in particular the Promoters and the Owners shall have absolute authority and control as regards the unsold premises and the disposal thereof which came to their respective shares as mentioned above **PROVIDED ALWAYS** and the Flat Purchaser hereby agrees and confirms that in the event of the said co-operative society being formed earlier than the Promoters and the Owners deal with or dispose of all their respective flats in the said building **ROSA BELLA** on the **said Plot A** than in that event any allottee or purchaser of Flat in the said building

Promoters and the Owners shall be entitled to sell such flats coming to their respective share in such additional construction on ownership basis by Agreement in the form similar or as near as possible to this Agreement and that the purchasers of such additional flats shall be entitled to become the members of co-operative society. The conveyance or any other document of transfer of the **said Bigger Plot** (subject to execution of lease in respect of the **said Plot B** and the **said Plot C** as above) and the said building **ROSA BELLA** on the **said Plot A** in favour of the co-operative society shall contain a suitable covenant reserving the right of the Promoters and the Owners as contemplated herein. In case of availability of additional F.S.I. of the **said Bigger Plot** due to any change/amendments in any law, rules or building regulations then in that event the Owners and the Promoters shall be entitled to such additional /extra F.S.I. (other than the T.D.R.) in the ratio of 26.70 % to the Owners and 73.30 % to the Promoters and accordingly distribution of flats/shops/offices to be constructed shall take place.

48. The Flat Purchaser shall at no time demand partition of his interest in the said building **ROSA BELLA** and/or the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C**). It is being hereby agreed and declared by the Flat Purchaser that his such interest in the said building **ROSA BELLA** and the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C**) is impartiable.

49. The Promoters shall in respect of any amount remaining unpaid by the Flat Purchaser under the terms and conditions of this Agreement shall have a first lien and charge on the said Flat agreed to be purchased by the Flat Purchaser.

50. It is expressly agreed that the Promoters shall be entitled to put a hoarding on the **said Plot A** or on the said building **ROSA BELLA** on the **said Plot A** or any part thereof and such hoarding may be illuminated or comprising of neon sign and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or execution in installation either on the exterior of the said building **ROSA BELLA** or on the **said Plot A** as the case may be and the Flat Purchaser agrees not to object or dispute the same.

the execution of the conveyance of the **said Bigger Plot** in favour of co-operative society to be formed of the purchasers of the flats in the said building **ROSA BELLA** and subject to the execution of the Lease Deed for grant of the lease of the **said Plot B** and the **said Plot C** in favour of co-operative society to be formed of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** as herein mentioned.

46. The Flat Purchaser shall have no claim save and except in respect of the particular premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired i.e. all other areas including stilt, podium, open spaces, lobbies, staircase, terraces etc. and unutilised F.S.I. or the F.S.I. that may hereafter be granted by the authorities concerned and the buildings contemplated to be built as aforesaid will remain the property of the Promoters until the whole of the **said Bigger Plot** with the said building **ROSA BELLA** thereon subject to the execution of the Lease Deed for grant of the lease of the **said Plot B** and the **said Plot C** in favour of the co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** as provided hereinabove is transferred to the co-operative society of the purchasers of flats in the said building **ROSA BELLA** as herein provided subject to the rights of the Promoters and the Owners as contained in this Agreement.

47. If any additional Floor Space Index is available by virtue of any modifications or relaxation of Municipal Rules or other laws in that behalf, the Promoters will be entitled to consume such unused Floor Space Index as provided in the **said Agreement for Assignment of Development Rights** for construction of the additional premises on the said building **ROSA BELLA** or the said building **ROSA VISTA** at any time within 5 years from the date the **said Bigger Plot** and the said building **ROSA BELLA** is transferred to the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** subject to the execution of the Lease Deed for grant of the lease of the **said Plot B** and the **said Plot C** in favour of the co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** as provided hereinabove. If such unused F.S.I. or the additional F.S.I. is utilised by construction of additional flats on the said building **ROSA BELLA** the

stipulations and conditions laid down by such co-operative society regarding the occupation and use of the said Flat and the said Bigger Plot (excluding the **said Plot B** and the **said Plot C**) and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

42. The Advocates and Solicitors of the Promoters and the Owners shall prepare the conveyance and the Lease Deed as provided hereinabove and all other documents to be executed in pursuance of these presents as also the bye-laws in connection with the co-operative society and all costs, charges and expenses in connection with the preparation and execution of the conveyance and other documents and the formation and registration of co-operative society shall be borne and paid by all the purchasers of the flats in the said building **ROSA BELLA** to be constructed on the **said Plot A** as determined by the Promoters having regard to the respective area of their respective flat.

43. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

44. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge the Promoters if sent to the Flat Purchaser under Certificate of Posting / Registered Post/ Courier at the address specified below;

Shantilal Nanji Rangani
Damyanti Shantilal Rangani
B-601, Neelkanth Valley, Kolshet Road
Dhokali Naka, Thane (W) - 400607

45. Nothing contained in these presents shall be construed to confer upon the Flat Purchaser any right, title or interest of any kind whatsoever into or over the **said Bigger Plot** and the said building **ROSA BELLA** or any part thereof and such conference to take place only upon

registration charges and all other costs of and incidental thereto payable, if any, by the co-operative society on the conveyance or any document or instrument of transfer of the **said Bigger Plot** and the said building **ROSA BELLA** thereon to be executed in favour of the co-operative society.

38. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way affect or prejudice the rights of the Flat Purchaser in respect of the said Flat, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said buildings **ROSA BELLA** and **ROSA VISTA** and the **said Bigger Plot** and similarly the Owners shall be at liberty to sell, assign transfer or otherwise deal with their right, title and interest in the said buildings **ROSA BELLA, ROSA VISTA** and **ROSA VISTA ANNEX**.

39. The Promoters shall be entitled to put up an electric sub-station on the **said Plot A** if the same is required to be put by the Maharashtra State Electricity Board or other concerned authority. It is further agreed by and between the parties hereto that the Flat Purchaser shall proportionately bear the cost of such Sub-station, if any and shall pay the same to the Promoters within 7 (seven) days from the date of demand in that behalf being made by the Promoters or at the time of taking possession whichever is earlier.

40. The Flat Purchaser and the person to whom the said Flat is permitted to be transferred shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters or the co-operative society may require.

41. The Flat Purchaser and the persons to whom the said Flat is permitted to be transferred with the written consent of the Promoters shall observe and perform all the provisions of the bye-laws and/or the rules and regulations of the co-operative society as and when registered and the additions, alterations, or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the Thane Municipal Corporation and other local and/or public bodies. The Flat Purchaser and persons to whom the said Flat is allowed to be transferred shall observe and perform all the

of laying down, maintaining, repairing, testing, drainage lines, water pipes and electric wires and for similar purposes.

35. The Flat Purchaser shall be bound to sign, execute and deliver all documents, deeds, writings, forms, and papers and to do all other things, as the Promoters and/or the Owners may require him to do from time to time in this behalf for safeguarding the interest of the **said Bigger Plot** including the said building **ROSA BELLA** -and other flats as well as premises and the persons acquiring the other flats / premises, the Promoters, the Owners and for effectively carrying out the provisions of this Agreement.

36. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Flat Purchaser. The Flat Purchaser is fully aware of the provisions of the amended Bombay Stamp Act which came into force with effect from 10th December, 1985 and thereafter. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty, if any is required to be paid or is claimed by the Collector of Stamps, Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Flat Purchaser alone. The Promoters shall not be liable to contribute anything towards the same nor shall the Flat Purchaser hold the Promoters liable and/or responsible towards the said liability. The Flat Purchaser shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss or damage that may be suffered by the Promoters. The Flat Purchaser shall also fully reimburse the expenses that may be incurred by the Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or viceversa for non-payment and/or under payment of stamp duty by the Flat Purchaser.

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37. Atleast 15 days prior to the time of registration of the conveyance or any document or instrument of transfer of the **said Bigger Plot** (subject to the lease of the **said Plot B** and the **said Plot C**) and the said building **ROSA BELLA** on the **said Plot A**, the Flat Purchaser shall pay to the Promoters the Flat Purchaser's share of stamp duty and

by the Flat Purchaser to the Promoters under this Agreement are fully paid and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoters and has obtained the permission to that effect in writing from the Promoters.

(j) The Flat Purchaser shall observe and perform all the rules and regulations which the co-operative society may adopt at it's inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building **ROSA BELLA** and flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said Flat in the said building **ROSA BELLA** and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(k) Till a conveyance or any other document of transfer of the **said Bigger Plot** is executed in favour of the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** subject to the execution of the Lease Deed in respect of the **said Plot B** and the **said Plot C** as provided herein above as the case may be the Flat Purchaser shall permit the Promoters and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Flat, the said building **ROSA BELLA** and the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C)** to view and examine the state and conditions thereof as also for making, maintaining repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order and good condition the said infrastructural facilities as also services, drains, pipes, cables, water connections, electric connections, wires, part structures and other conveniences belonging to or serving the said Flat or the building **ROSA BELLA** in which the said Flat is located and for the purpose

(d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said building **ROSA BELLA** and shall keep the portion, sewers, drains, pipes of the said Flat and appurtenances thereto in good and tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the said building **ROSA BELLA** and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members of the said Flat without the prior written permission of the Promoters and/or the co-operative society.

(e) Not to do or permit to be done any act or things which may render void or voidable any insurance of the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C)** and the said building **ROSA BELLA** or any part thereof or whereby any increased premium become payable in respect of such insurances.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the **said Plot A** and the said building **ROSA BELLA.**

(g) Pay to the Promoters within 7 days from the date of demand in that behalf being made by the Promoters, his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said building **ROSA BELLA.**

(h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or public authority on account of change of user of the said Flat by the Flat Purchaser viz. user for any purposes other than for residential purpose.

(i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with the Flat Purchaser's interest or benefit under this Agreement or part with the possession of the said Flat until all the dues payable

34. The Flat Purchaser for himself with intention to bind all persons unto whosoever's hands the said Flat may come doth hereby covenant with the Promoters as follows:

(a) To maintain the said Flat at the Flat Purchaser's own cost in good and tenantable repair and conditions from the date on which possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said building **ROSA BELLA**, it's staircase or it's passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change or alter or make addition in or to the said building **ROSA BELLA** in which the said Flat is situated and the said Flat itself or any part thereof.

(b) Not to store in the said Flat any goods which may be of hazardous, combustible or dangerous nature or which are so heavy as to damage the construction or structure of the said building **ROSA BELLA** or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages which may damage or is likely to damage the staircase, common passages or any other structures of the said building **ROSA BELLA** including it's entrances. In case any damage is caused to the said building **ROSA BELLA** or the said Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breaches.

(c) To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoters to the Flat Purchaser and shall not do or suffer to be done anything in or to the said building **ROSA BELLA** or the said Flat which may contravene the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provisions the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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deposit for the purpose of giving water connection, drainage connection, electricity connection or any other taxes or payments of a similar nature including electric deposit, occupation deposit or any other deposit already paid or that may hereafter be paid by the Promoters before the Flat Purchaser taking possession of the said Flat shall be reimbursed by the Flat Purchaser to the Promoters in proportion to the area of the said Flat and in determining such amounts decision of the Promoters shall be conclusive and binding upon the Flat Purchaser. It is agreed that the betterment charges referred hereinabove shall mean and include pro-rata charges which the Flat Purchaser may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of internal road and access to the **said Bigger Plot**, drainage etc. from time to time till the charge of the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C)** is handed over to the co-operative society. The Promoters shall not be responsible for the forfeiture of the I.O.D. Deposit or any other penalty or fine imposed by the concerned local authority or the Government on account of unauthorised alteration or addition that may be made by the Flat Purchaser or by the Purchasers of any other flats contained in the said building **ROSA BELLA** on the **said Plot A.**

32. Notwithstanding anything contained in this Agreement the Flat Purchaser hereby agrees to contribute/to pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the items specified in the Sixth Schedule hereunder written. Such share shall be determined by the Promoters having regard to the area of the said Flat.

33. If the Promoters are unable to give the possession of the said Flat to the Flat Purchaser on account of reasonable cause or circumstances beyond their control the Flat Purchaser shall not be entitled to any damages whatsoever but he shall be entitled to remedies available under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963.

from M,S,E,B, load for the project of development of the **said Bigger Plot** and towards the cabling from the entry point on the **said Bigger Plot** to the said building **ROSA BELLA** in which the said flat is located.

Total Rs. 173140/- (Rupees One lac seventy Three Thousand one hundred forty only)

29. The Promoters shall utilise the sum of Rs. 10000/- paid by the Flat Purchaser to the Promoters for meeting all legal costs, charges and expenses, out of pocket expenses including professional costs of the Advocates and Solicitors of the Promoters in connection with formation of a co-operative society, preparing its rules, regulations and bye-laws.

30. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Flat Purchaser under Clause No.28 (ii) and (iv) as advance or deposit, sums received on account of the share capital for the formation of the co-operative society or towards the outgoings and shall utilise the amounts only for the purposes for which they have been received. However, the Promoters reserve their right to adjust surplus or balance or to utilise money from any of the account to make up deficit of any other account and the Flat Purchaser shall not object to the same. The amounts mentioned in Clause No.28 (i) and (iii) above are non refundable. The Promoters shall give the account in respect of the aforesaid amounts/ deposits to the co-operative society after registration thereof. The Flat Purchaser hereby confirms that the Promoter shall not be liable to give the account in respect of the aforesaid amounts/deposits to Flat Purchaser individually. The Flat Purchaser hereby specifically agrees and confirms that the Promoters shall not be liable to give account in respect of the amount mentioned in Clause No.28 (v) and (vi).

31. Any amount by way of premium or security deposits payable to the Thane Municipal Corporation or to the State Government or any other authority or betterment charges or development charges/tax, security

Promoters to such co-operative society and if any shortfall arises then the Flat Purchaser and/or such co-operative society shall be individually and collectively liable to pay to the Promoters such amount as may be determined by the Promoters at their sole discretion. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

27. The Promoters shall not be liable to share the outgoings as aforestated in any way in respect of the unsold premises out of the premises which came to the share of the Promoters as recited hereinabove. Similarly the Owners shall not be liable to share the outgoings as aforesaid in any way in respect of the unsold Premises out of the premises which came to the share of the Owners as recited hereinabove. However the Owners shall be liable to share the outgoings as aforesaid in respect of the flats in the said building **ROSA BELLA** which will be retained by the Owners for their own personal use.

28. The Flat Purchaser shall on or before taking possession of the said Flat from the Promoters deposit with the Promoters the following amounts:-

(i) Rs. 10,000/- for legal charges.

(ii) Rs. 650 /- for share money, application and entrance fee for the society.

(iii) Rs. 7 /- for formation and registration of the co-operative society or any other organisation.

(iv) Rs. 27,420/- as security deposit for proportionate share of taxes and other charges and outgoings.

(v) Rs. 4820 /- towards deposit, charges and other related expenses for water meter.

(vi) Rs. 23,000/- towards the expenditure to be incurred by the Promoters for Developing infrastructure, installation of Solar Heating System, obtaining

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Owners to execute the conveyance and the Lease Deed in favour of the respective Society as provided hereinabove which shall be in keeping with the terms and provisions of this Agreement.

26. From the date the Flat Purchaser is allowed to occupy the said Flat or commencing a week after notice in writing is given by the Promoters to the Flat Purchaser that the said Flat is ready for use and occupation whichever is earlier the Flat Purchaser shall irrespective of the fact as to whether he actually took possession or not be liable to bear and pay to the Promoters his proportionate share (i.e in proportion to the floor area of the said Flat) of all outgoings in respect of the said Flat, the said building **ROSA BELLA** and the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C)** including local taxes, N.A. taxes, cesses, betterment charges or such other taxes levied by the concerned local authority and/or Government, water charges and all other expenses, necessary and incidental to the administration, management and maintenance of the **said Bigger Plot** (excluding the **said Plot B** and the **said Plot C)** and the said building **ROSA BELLA** and also specified in the sixth schedule hereunder written. Until the co-operative society is formed and registered and the said building **ROSA BELLA** standing on the **said Plot A** and the **said Bigger Plot** (subject to execution of Lease Deed in respect of the **said Plot B** and the **said Plot C** as provided hereinabove) are transferred to such co-operative society as provided herein the Flat Purchaser shall pay to the Promoters his proportionate share of the outgoings as may be determined by the Promoters. The Flat Purchaser agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoters the provisional monthly contribution of Rs. 2285 /- per month towards such outgoings and taxes. The Flat Purchaser shall also deposit with the Promoters Rs. 27420 /- as specified in Clause No.28 as advance maintenance charges for payment of proportionate share of taxes and outgoings. The amounts so paid by the Flat Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the co-operative society as aforesaid. Subject to the provisions of Section 6 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on such conveyance being executed the aforesaid deposits (less deductions provided for in this agreement) shall be paid over by the

commercial premises allotted to them in the commercial building **ROSA VISTA (Building B)** and shown by red colour wash on the plan hereto annexed and marked **Annexure: E,** the Commercial building **ROSA VISTA ANNEX (Building C)** and shown by red colour wash on the plan hereto annexed and marked **Annexure: E** which has came to the share of one of the owner i.e. Shri Naresh Ratan Manera shall be their exclusive property and the Flat Purchaser or other purchasers of flats or the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** which shall be formed shall not take any objection and the same shall be incorporated in the conveyance or any other document of transfer which will be executed.

24. The Promoters have made full and true disclosure of the nature of their rights to the **said Bigger Plot** as well as encumbrances, if any, including any right, title or interest or claim of any party in or over the **said Bigger Plot.** The Promoters shall convey and cause the Owners to convey to the co-operative society of the purchasers of flats in the said building **ROSA BELLA** clear and marketable title to the **said Bigger Plot** with the said building **ROSA BELLA (Building A)** subject to the execution of the Lease Deed for grant of the lease in respect of the **said Plot B** and the **said Plot C** in favour of the co-operative society of the purchasers of the premises in the commercial building **ROSA VISTA (Building B)** and another commercial building **ROSA VISTA ANNEX (Building C)** as provided hereinabove on the execution of the Conveyance and the Lease Deed by the Owners and the Promoters in favour of the respective co-operative society as provided hereinabove.

25. Unless it is otherwise agreed by and between the parties hereto the Promoters shall within four months of registration of the two co-operative societies as aforesaid but after sale of the respective premises by the Promoters and the Owners transfer and/or cause to be transferred to the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** all the right, title or interest of the Promoters and the Owners in the **said Bigger Plot** together with the said building **ROSA BELLA** subject to execution of the Lease Deed for grant of the lease in respect of the **said Plot B** and the **said Plot C** in favour of the co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** by executing and causing the

20. The Promoters shall deliver the possession as aforesaid provided all the amounts due under this Agreement and otherwise at Law are paid by the Flat Purchaser to the Promoters and all necessary papers for possession or to be given to various authorities or as are required by the Promoters are duly filled in, signed, executed and delivered by the Flat Purchaser on or before taking possession.

21. The Flat Purchaser shall check up all the fixtures and fittings in the said Flat before taking possession of the said Flat. Thereafter, the Flat Purchaser shall have no claim against the Promoters in respect of any item or work in the said Flat or in the said building **ROSA BELLA** or in the **said Plot A** or the **said Bigger Plot** which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications, and/or this agreement and/or otherwise howsoever in relation thereto.

22. The Flat Purchaser along with other purchasers of flats in the said building **ROSA BELLA** to be constructed on the **said Plot A** and shown by orange colour wash on the plan hereto annexed and marked **Annexure: B** shall join in forming and registering a co-operative society and for this purpose also from time to time sign and execute application for registration and/or membership and other papers and documents necessary for the formation and registration of such co-operative society and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Flat Purchaser so as to enable the Promoters to register the organisation of the Flat Purchaser under section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies and/or any other Competent Authority as the case may be.

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23. The Flat Purchaser hereby confirms that the Flat Purchaser is aware that as recited hereinabove the Owners are entitled to retain exclusively for themselves the open spaces surrounding to the

(iv) delay in issue of occupation certificate and/or building completion certificate by the Thane Municipal Corporation or any other authority concerned.

It is agreed that upon refund of the said amount together with interest as stated hereinabove the Flat Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Flat or against the **said Plot A** and/or the **said Bigger Plot** in any manner whatsoever and the Promoters shall be entitled to deal with or dispose off the said Flat to any person or party as the Promoters may desire in their absolute discretion.

19. The Flat Purchaser shall take possession of the said Flat within seven days of the Promoters giving written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation and upon the Flat Purchaser taking possession of the said Flat, the Flat Purchaser shall have no claim against the Promoters as regards the quality, quantity of building materials used for construction of the said Flat or the said building **ROSA BELLA** in which the said Flat is located or the nature of construction or location or the design or specifications of the said Flat or the building in which the said Flat is located. Provided that if within a period of three years from the date of handing over the said Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoters any defect in the said Flat or the building **ROSA BELLA** in which the said Flat is situated or the material used therein or any unauthorised change in the construction of the said building **ROSA BELLA**, then wherever possible such defect or unauthorised change shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defect or unauthorised change, then the Flat Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defect or change. Provided always that the Promoters shall not be held responsible or called to pay compensation or damages in respect of any damage caused to the said Flat or the said building **ROSA BELLA** in which the said Flat is situated by the natural calamity or by act of God or use of the said Flat and/or the said building **ROSA BELLA** or normal wear and tear or for the reasons beyond control of the Promoters.

18. Subject to the Flat Purchaser making full payment of the price of the said Flat and all other amounts payable by him to the Promoters under this Agreement the Promoters shall give possession of the said Flat to the Flat Purchaser on or before December - 2013. If the Promoters fail or neglect to give possession of the said Flat to the Flat Purchaser on account of reasons beyond their control and of their agents as per the provisions of section 8 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Flat Purchaser the amounts already received by them in respect of the said Flat with simple interest at nine percent per annum from the date the Promoters received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Flat Purchaser the same shall, subject to prior encumbrances if any, be a charge on the **said Plot A** on which the said building **ROSA BELLA** is being constructed as well as the said building **ROSA BELLA** in which the said Flat is to be situated. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Flat on the aforesaid date if the completion of the said building **ROSA BELLA** in which the said flat is situated is delayed on account of reasons beyond their control and of their agents including:

(i) non-availability of steel, cement or other building material, water or electric supply;

(ii) War (national or war between other nations or group), civil commotion, strikes or any act of God or by reason of any national or international happenings or events and the resultant repurcussions or its effect directly or indirectly to the date of offer of possession;

(iii) any notice, order, rule, notification and/or delayed permission of the Government and/or other public or competent authority or any court of law;

conveyance of the said buildings **ROSA VISTA** which is being constructed on the **said Plot B** and **ROSA VISTA ANNEX** which is being constructed on the **said Plot C** in favour of the co-operative society of the purchases of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX.** The Flat Purchaser hereby specifically confirms that he is fully aware that the conveyance of the **said Bigger Plot** admeasuring 13,460.00 sq.mtrs. delineated on the plan hereto annexed and marked **Annexure: B** and thereon shown surrounded by green colour boundary lines and more particularly described in the Second Schedule hereunder written in favour of the co-operative society of the purchasers of the flats in the said building **ROSA BELLA** will be executed only after the execution of lease in respect of the **said Plot B** and the **said Plot C** in favour of the co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** as provided herein.

17. The Flat Purchaser hereby specifically declares and confirms that before entering into this Agreement the Promoters have fully explained to him and informed him about the formation of the two co-operative societies i.e. one co-operative society of the purchasers of flats in the said building **ROSA BELLA** and another co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** and execution of the conveyance of the **said Bigger Plot** in favour of the co-operative society of the purchasers of flats in the said building **ROSA BELLA** and execution of lease of the **said Plot B** and the **said Plot C** in all admeasuring about 4572.69 sq.mtrs. as specified hereinabove in favour of co-operative society of the purchasers of premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** and the Flat Purchaser has agreed to purchase the said Flat with the full knowledge of the said facts as well as the provisions contained in Clause No.16 herein. The Flat Purchaser hereby specifically agrees and undertakes to fully co-operate with the Promoters in execution of the Conveyance and the Lease Deed as mentioned hereinabove and for that purpose the Flat Purchaser shall sign and execute all the necessary letters, forms, documents, writings, plans etc. as may be required by the Promoters and/ or the Owners and/or the authorities concerned.

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constructed on a portion of the **said Bigger Plot** being the **said Plot A** admeasuring about 8462.84 sq.mtrs. and shown by orange colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described in the **Seventh Schedule** hereunder written in favour of such co-operative society of the purchasers of flats in the said building **ROSA BELLA** subject to the lease of (i) the portion of the **said Bigger Plot** being the **said Plot B** admeasuring about 4021.13 sq.mtrs. and shown by pink colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Firstly in the **Eighth Schedule** hereunder written and (ii) the portion of the **said Bigger Plot** being the **said Plot C** admeasuring about 551.56 sq.mtrs. and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Secondly in the **Eighth Schedule** hereunder written in all admeasuring 4572.69 sq.mtrs. in favour of the co-operative society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** as provided hereinafter.

16. As provided hereinabove the Promoters shall form a separate Society of the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** and upon the purchasers of all the premises from the Promoters or the Owners in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** as the case may be paying in full their respective dues payable by them to the Promoters or the Owners as the case may be and complying with all the terms and conditions of their respective agreement with the Promoters or the Owners as the case may be the Promoters shall subject to such permission of such authority as and if may be necessary under any law for the time being in force grant the lease and cause the Owners to grant the lease of (i) the portion of the **said Bigger Plot** being the **said Plot B** admeasuring about 4021.13 sq.mtrs. and shown by pink colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Firstly in the Eighth Schedule hereunder written and (ii) the portion of the **said Bigger Plot** being the **said Plot C** admeasuring about 551.56 sq.mtrs. and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Secondly in the Eighth Schedule hereunder written in all admeasuring 4572.69 sq.mtrs. for a period of 999 years at the nominal lease rent of Re 1/- per year with the

not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by posting the cheque to the Flat Purchaser by the Promoters on the address mentioned in clause 44 hereunder written by Registered Post Acknowledgement Due (R.P.A.D.) or Under Postal Certificate (U.P.C.) or by Courier the Promoters shall be at liberty to dispose off and sell the said Flat to such person or party and at such price and on such terms and conditions as the Promoters may in their absolute discretion think fit and the Flat Purchaser shall have no right in that behalf. However the rights given under this clause to the Promoters shall be without prejudice to any other rights, remedies and claims whatsoever available to the Promoters against the Flat Purchaser under this Agreement and/or otherwise.

15. Subject to the provisions in this behalf contained in this Agreement the Promoters will sell the premises that came to their share in the said buildings **ROSA BELLA** and **ROSA VISTA** on ownership basis as recited hereinabove and the Owners will sell the premises that came to their share in the said buildings **ROSA BELLA, ROSA VISTA** and **ROSA VISTA ANNEX** as recited hereinabove on ownership basis with a view ultimately that the purchasers of all the flats in the said building **ROSA BELLA** should form themselves into one co-operative society to be registered under the Maharashtra Co-operative Societies Act, 1960 and the purchasers of the premises in the said buildings **ROSA VISTA** and **ROSA VISTA ANNEX** should form themselves into another co-operative society to be registered under the Maharashtra Co-operative Societies Act, 1960 and upon the purchasers of all the flats from the Promoters or the Owners in the said building **ROSA BELLA** paying in full their respective dues payable by them to the Promoters or the Owners as the case may be and complying with all the terms and conditions of their respective agreement with the Promoters or the Owners as the case may be, the Promoters shall subject to such permission of such authority as and if may be necessary under any law for the time being in force convey and cause the Owners to convey the **said Bigger Plot** admeasuring 13,460.00 sq.mtrs. and delineated on the plan hereto annexed and marked **Annexure: B** and thereon shown surrounded by green colour boundary lines and more particularly described in the **Second Schedule** hereunder written with the said building **ROSA BELLA** which is being

thereof. Similarly the Owners shall be entitled to sell the flats which have came to their share in the said building **ROSA BELLA** to be constructed on the **said Plot A** as recited hereinabove for the purpose of using the same as dispensaries, nursing homes, hospitals, polyclinics, maternity homes, hall or for any other residential or non-residential purposes as may be permissible and the Flat Purchaser shall not object to the use of other premises in the building for aforesaid purposes by the purchasers thereof.

14. The Flat Purchaser confirms that the instalments payable by the Flat Purchaser under these presents shall be paid on the due dates without any delay or default as the time in respect of payment of instalments and in respect of all amounts payable under these presents by the Flat Purchaser to the Promoters is of the essence of the contract. If the Flat Purchaser makes delay or default in making payment of any of the instalments or amounts payable by him under this Agreement the Flat Purchaser shall pay to the Promoters the interest at the rate of 21 percent per annum on all such amounts and instalments from the date of default till payment and/or receipt thereof by the Promoters without prejudice to their other rights in law and under these presents. It is further agreed that on the Flat Purchaser committing default in payment on the due date of any amount due and payable by the Flat Purchaser to the Promoters under this Agreement (including his proportionate share of taxes, rates, cesses, betterment charges and other outgoings) and/or the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this agreement. **PROVIDED ALWAYS** that the power of termination hereinabove contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Flat Purchaser fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice **PROVIDED FURTHER** that upon termination of this Agreement as aforesaid the Promoters shall refund to the Flat Purchaser the instalments of sale price of the said Flat which may till then have been paid by the Flat Purchaser to the Promoters but the Promoters shall

Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the said Act) and the Rules made thereunder.

10. The title of the Owners to the **said Bigger Plot** has been certified by Pravin Veera & Co. Advocates and Solicitors annexed hereto and marked **Annexure: G** is the copy of the Title Certificate dated 8/01/2011 issued by Pravin Veera & Co., Advocates and Solicitors. The Flat Purchaser hereby further confirms that he shall not be entitled to raise any requisition or objection to the title of the Owners to the **said Bigger Plot.**

11. It is expressly agreed that the said Flat shall contain (save and except car parking space, area covered under stilt as well as podium which shall be of a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities as set out in the Fifth Schedule hereunder written and the Flat Purchaser confirms that the Promoters shall not be liable to provide any other specifications, fixtures and amenities in the said Flat.

12. The Flat Purchaser shall use the said Flat or any part thereof or permit the same to be used only for the purpose of residence or for such other purpose that may be permitted by the concerned local authority. The Flat Purchaser shall use the open parking space/stilt parking/podium parking, if any, allotted to him along with the said Flat for the purpose of keeping or parking his own vehicle. The Flat Purchaser shall not use the said Flat for any such purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighbouring flats nor for any illegal or immoral purpose. The Flat Purchaser agrees not to change the user of the said Flat without obtaining prior consent of the Promoters in writing.

13. The Promoters shall be entitled to sell the flats which have came to their share in the said building **ROSA BELLA** to be constructed on the **said Plot A** as recited hereinabove for the purpose of using the same as dispensaries, nursing homes, hospitals, polyclinics, maternity homes, hall or for any other residential or non-residential purposes as may be permissible and the Flat Purchaser shall not object to the use of other premises in the building for aforesaid purposes by the purchasers

description of such common areas and facilities appurtenant to the said Flat agreed to be sold are set out in the Third Schedule hereunder written.

6. It is expressly agreed that the Flat Purchaser shall be entitled to the limited common areas and facilities along with the said Flat and the extent, nature and description of such limited common areas and facilities which the Flat Purchaser will enjoy in the limited common areas appurtenant to the said Flat agreed to be sold are set out in the Fourth Schedule hereunder written.

7. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans and amended plans and further amended plans or thereafter and before handing over possession of the said Flat to the Flat Purchaser, the Promoters shall obtain from the concerned local authority occupation and/or completion certificate in respect of the said Flat.

8. The Promoters hereby declare that they are developing the **said Bigger Plot** in accordance with the amended sanctioned plans and proposed further amended plans and the Floor Space Index available on the said Property is not utilised by the Promoters elsewhere. As recited hereinabove the Promoters have purchased/acquired 8053.75 sq.mtrs. T.D.R. under 8 different agreements as more particularly specified in **Annexure: J** annexed hereto and the Promoters are consuming and utilising the said 8053.75 sq.mtrs. T.D.R. in construction of the said three buildings on the **said Bigger Plot.**

9. The Flat Purchaser confirms that the Promoters have given to the Flat Purchaser full, free and complete inspection of all the agreements, T.D.R. purchase agreements, declarations and documents of title relating to the said Property recited hereinabove, the layout plan, the said sanctioned plans, amended sanctioned plans, the proposed further amended plans, designs and specifications, various permissions, orders, etc. recited hereinabove and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion

being 3 % on the doors and windows being fixed to the said Flat.

(viii) Rs. 76740/- (Rupees seventy six thousand seven Hundred Forty only) being 3 % upon the sanitary fittings and plumbing work being done to the said Flat.

(ix) Rs. 127900/- (Rupees one lac twenty seven thousand Nine Hundred only) being 5 % at the time of occupation of the said Flat.

Rs. 2558000/- Total (Rupees Twenty five lac fifty Eight thousand only)

The Flat Purchaser shall pay the amounts as aforesaid on the due dates without fail and without any delay or default as time in respect of the said payments is the essence of the contract. The Promoters will forward to the Flat Purchaser intimation of the Promoters having carried out the aforesaid work at the address given by the Flat Purchaser in this agreement and the Flat Purchaser will be bound to pay the amount of instalments within eight days of the Promoters dispatching such intimation under Certificate of Posting/ by courier at the address of the Flat Purchaser as given in Clause No.44 of this Agreement.

The Flat Purchaser hereby specifically agrees and undertakes that in the event the Service Tax and/or MVAT is payable on the instalments of the consideration mentioned hereinabove then in that event the Flat Purchaser shall also pay the amount of Service Tax and/or MVAT as applicable on the amount of each of the instalment of the consideration along with the payment of each of the instalment of the consideration as mentioned hereinabove.

5. It is agreed that the Flat Purchaser shall be entitled to the common areas and facilities along with the said Flat and nature, extent and

(i) Rs. 2,55,800/- (Rupees Two lac fifty five thousand Eight hundred only — only) being 10 per cent as earnest money or deposit on or before execution of these presents (the payment and receipt whereof the Promoters do hereby admit and acknowledge and acquit, ~~release and discharge the Flat Purchaser from~~ the same and every part thereof).

(ii) Rs. 2,55,800/- (Rupees Two lac fifty five thousand Eight Hundred only — only) being 10 % on casting of the plinth.

(iii) Rs. 15,34,800/- (Rupees Fifteen lac thirty four Thousand Eight Hundred only) being 60 % to be paid equally on casting of Thirty Slab [i.e. Rs. 5,11,60/- (2 %) on casting of each Slab being First Slab to Thirtieth Slab].

(iv) Rs. 76,740/- (Rupees Seventy six Thousand seven Hundred forty — only) being 3 % on walls of the said Flat being constructed.

(v) Rs. 76740/- (Rupees Seventy six Thousand Seven Hundred forty — only) being 3 % on the plaster (internal and external) being done to the said Flat.

(vi) Rs. 76740/- (Rupees Seventy six Thousand seven Hundred forty — only) being 3 % on flooring of the said Flat being completed.

(vii) Rs. 76740/- (Rupees Seventy six Thousand seven Hundred forty — only)

Residential Building **ROSA BELLA (Building A)** having stilt + podium + 10 upper floors, (ii) Commercial Building **ROSA VISTA (Building B)** having Ground + Mezzanine + First to Third Floor and (iii) Commercial Building **ROSA VISTA ANNEX (Building C)** having Ground Floor as per the F.S.I. of the said Property. As recited hereinabove the Promoters have purchased/acquired the T.D.R. F.S.I. to the extent of 8053.75 sq.mtrs. and got prepared the further amended plans for consumption of upper floors on the said buildings and upon the same being sanctioned by the Thane Municipal Corporation the Promoters shall construct the first floor in the said another Commercial Building **ROSA VISTA ANNEX** and the additional floors on the said Residential Building **ROSA BELLA** and the said Commercial Building **ROSA VISTA** and the Flat Purchaser hereby specifically confirms that he has no objection to the same.

4. The Flat Purchaser has agreed to purchase from the Promoters and the Promoters have agreed to sell to the Flat Purchaser a flat being Flat No. 807(B) admeasuring 630 sq.ft. carpet area [which is inclusive of area of balconies, if any) on 8th Floor in the building **ROSA BELLA (Building A)** to be constructed by the Promoters on the **said Plot A** (hereinafter as recited hereinabove referred to as the **'said building ROSA BELLA'**) and shown on the typical floor plan annexed hereto and marked **Annexure: I** and thereon shown surrounded by red colour boundary lines (hereinafter as aforesaid referred to as the **'said Flat'**) for the price of Rs. 2558000/- (Rupees Twenty Five lac Fifty Eight Thousand — only) inclusive of Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the said Flat and the nature, extent and description of the common areas and the facilities are more particularly described in the Third Schedule hereunder written. In addition to the said price of Rs. 2558000/- the Flat Purchaser shall be liable to pay Service Tax, MVAT and other taxes as applicable. The Flat Purchaser hereby agrees to pay to the Promoters the said price of Rs. 2558000/- (Rupees Twenty Five lac Fifty Eight Thousand Only _____ only) in the following manner:-

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and marked **Annexure: B** and more particularly described in the **Seventh Schedule** hereunder written and hereinafter referred to as the **'said Plot A'** (2) **one Commercial Building** to be known as **ROSA VISTA (Building B)** consisting of ground, mezzanine and three upper floors on a portion of the **said Bigger Plot** admeasuring about 4021.13 sq.mtrs. consisting of (i) 2631.13 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 1390.00 sq.mtrs. area of the S.No.202 H.No.2 and shown by pink colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Firstly in the **Eighth Schedule** hereunder written and hereinafter referred to as the **'said Plot B'** and (3) **another Commercial Building** to be known as **ROSA VISTA ANNEX (Building C)** consisting of basement ground floor, mezzanine floor and first floor on a portion of the **said Bigger Plot** admeasuring about 551.56 sq.mtrs. out of the S.No.199 H.No.8/2 and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Secondly in the **Eighth Schedule** hereunder written and hereinafter referred to as the **'said Plot C'** in accordance with the said amended sanctioned plans and the said proposed further amended plans that may be sanctioned by the Thane Municipal Corporation which had been seen and approved by the Flat Purchaser with such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/ the Government provided that the Promoters shall obtain prior consent in writing of the Flat Purchaser in respect of such variations or modifications which may adversely affect the Flat agreed to be purchased by the Flat Purchaser. The xerox copy of the said Development Permission / Commencement Certificate dated 17th November, 2009 is annexed hereto and marked **Annexure: C.**

2. A portion of the **said Bigger Plot** admeasuring 424.47 sq.mtrs. out of S.No.199 H.No.8/2 and shown by brown colour wash on the plan annexed hereto and marked **Annexure: B** is to be kept open to the Sky and to be used as internal road for access from the Ghodbunder Road to the said three buildings i.e. **ROSA BELLA, ROSA VISTA** and **ROSA VISTA ANNEX.** The Flat Purchaser shall pay his proportionate shares of expenses for maintenance of the internal road.

3. At present as recited hereinabove as per the said sanctioned amended plans the Development Permission has been granted for (i)

do hereby admit and acknowledge) leaving Rs. 2302200/- (being the balance sale price) to be paid in the manner hereinafter appearing.

(ax) In this Agreement the term 'Flat' shall include flat or any other premises or rights hereby agreed to be sold and the term 'Flat Purchaser' shall include flat purchaser or purchaser of any other premises or rights hereby agreed to be sold and also include the plural and the feminine gender of the Flat Purchaser.

(ay) Under section 4 of the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer), Act, 1963 the Promoters are required to execute written agreement for sale of the flat to the Flat Purchaser, being in fact these presents and upon this agreement lodged for registration under the Registration Act, 1908 with the Sub-Registrar concerned by the Flat Purchaser and the Promoters being informed in writing about the same, the Promoters are required to admit the execution thereof before the Sub-Registrar concerned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoters have commenced to construct three buildings on the plots of land bearing (i) Survey No.199 Hissa No.8/2 admeasuring 8800 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey No.202 Hissa No.2 admeasuring 1390 sq.mtrs. in all admeasuring 16,660 sq. mtrs. situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation and delineated on the plan hereto annexed and marked **Annexure: B** and thereon shown surrounded by green colour boundary line and more particularly described in the **Second Schedule** hereunder written and hereinafter as aforesaid referred to as the **'said Bigger Plot'** by constructing (1) **one Residential Building** to be known as **ROSA BELLA (Building A)** having stilt, podium and 29 upper floors on a portion of the **said Bigger Plot** admeasuring about 8462.84 sq.mtrs. consisting of (i) 1992.84 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 6470 sq.mtrs. area of the S.No.201 and shown by orange colour wash on the plan hereto annexed

Ghodbunder Road to the said three buildings i.e. **ROSA BELLA, ROSA VISTA** and **ROSA VISTA ANNEX.**

(as) The Flat Purchaser applied to the Promoters for allotment of a Flat being Flat No. 807(B) admeasuring 630 sq.ft. carpet area [which is inclusive of area of balconies, if any] on 8th floor in the building **'ROSA BELLA (Building A)** (hereinafter referred to as the **'said building ROSA BELLA'**) to be constructed by the Promoters on the portion of the **said Bigger Plot** admeasuring about 8462.84 sq.mtrs. being the **said Plot A** and shown on the typical floor plan annexed hereto and marked **Annexure: I** (collectively) and thereon shown surrounded by red colour boundary line (hereinafter referred to as the **'said Flat'**).

(at) Prior to making application as aforesaid the Flat Purchaser had made a declaration as required under the provisions of Maharashtra Co-operative Societies Act, 1960 that neither the Flat Purchaser nor the member of his family own a tenement, house or building within the limits of the Thane Municipal Corporation and the Flat Purchaser hereby once again declare and confirm the same.

(au) The Flat Purchaser has agreed to purchase the said Flat with full notice and knowledge of the terms and conditions contained in the hereinbefore recited documents and also subject to the terms and conditions of hereinbefore recited various orders, sanctions, permissions, approvals, etc.

(av) Relying upon the said application, declaration and agreement the Promoters have agreed to sell to the Flat Purchaser the said Flat No. 807(B) on 8th floor in the said building **ROSA BELLA** at the price and upon the terms and conditions hereinafter appearing.

(aw) On or before the execution of these presents the Flat Purchaser has paid to the Promoters a sum of Rs. 2,55,800/- (Rupees Two lac fifty five thousand eight hundred only) being 10 % of the total price as earnest or deposit (the payment and receipt whereof the Promoters

(BUILDING B) consisting of ground, mezzanine and three upper floors on a portion of the **said Bigger Plot** admeasuring about 4021.13 sq.mtrs. and shown by pink colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Firstly in the Eighth Schedule hereunder written and hereinafter as recited hereinabove referred to as the **said Plot B** and (iii) **another Commercial Building** to be known as **ROSA VISTA ANNEX (BUILDING C)** consisting of basement, ground, mezzanine and first floor on a portion of the **said Bigger Plot** admeasuring about 551.56 sq.mtrs. and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Secondly in the Eighth Schedule hereunder written and hereinafter as recited hereinabove referred to as the **said Plot C** in accordance with the said amended sanctioned plans and the said proposed further amended plans that may be sanctioned by the Thane Municipal Corporation. At present as recited hereinabove as per the said sanctioned amended plans the Development Permission has been granted for (i) Residential Building **ROSA BELLA (Building A)** having stilt + podium + 10 upper floors, (ii) Commercial Building **ROSA VISTA (Building B)** having Ground + Mezzanine + First to Third Floor and (iii) Commercial Building **ROSA VISTA ANNEX (Building C)** having Ground floor as per the F.S.I. of the **said Property**. The Promoters have purchased/ acquired 8053.75 sq.mtrs. T.D.R. F.S.I. as recited hereinabove and got prepared the further amended plans and upon the same being sanctioned by the Thane Municipal Corporation the Promoters shall construct the basement and first floor in the said Building **ROSA VISTA ANNEX (Building C)** and additional floors on the said Residential Building **ROSA BELLA** and the said Commercial Building **ROSA VISTA** as per the further development permission granted by the Thane Municipal Corporation.

(ar) A portion of the **said Bigger Plot** admeasuring 424.47 sq.mtrs. out of S.No.199 H.No.8/2 and shown by brown colour wash on the plan annexed hereto and marked **Annexure: B** is to be kept open to the Sky and to be used as internal road for access from the

(an) The Flat Purchaser demanded from the Promoters and the Promoters have given to the Flat Purchaser and the Flat Purchaser has taken inspection of all the agreements, T.D.R. purchase agreements, declarations and documents of title relating to the said Property recited hereinabove which are in possession of the Promoters, the said sanctioned plans, amended sanctioned plans, the proposed further amended plans, designs and specifications, various permissions, orders etc. recited hereinabove and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.

(ao) The Flat Purchaser has satisfied himself about the Owners' title to the **said Bigger Plot** and the Promoters' right to develop the **said Bigger Plot** and to construct the buildings thereon and to sell the flats, shops, offices and other premises which have came to the share of the Promoters as recited hereinabove and has accepted the Title Certificate dated 8th January, 2011 issued by Pravin Veera & Co. Advocates and Solicitors and the Flat Purchaser hereby confirms that he shall not be entitled to raise any requisition or objection or have any dispute in that behalf.

(ap) The Promoters are developing the above recited Recreation Ground (R.G.) at podium level as shown on the plan hereto annexed and marked **Annexure: H** and also making parking at the Podium level and below the podium and Flat Purchaser is fully aware of the same and he has no objection to the same.

(aq) The Promoters have commenced to construct on the **said Bigger Plot** three buildings (i) **one Residential Building** to be known as **ROSA BELLA (BUILDING A)** having stilt, podium and 29 upper floors on a portion of the **said Bigger Plot** admeasuring about 8462.84 sq.mtrs. and shown by orange colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described in the Seventh Schedule hereunder written and hereinafter as recited hereinabove referred to as the **said Plot A** (ii) **one Commercial Building** to be known as **ROSA VISTA**

particularly specified in the list thereof hereto annexed and marked **Annexure: D.**

(aj) The **said Bigger Plot** in the revenue records stands in the name of the Owners. The xerox copies of the 7/12 Extracts in respect of the **said Bigger Plot** are annexed hereto and marked **Annexure: F** (collectively).

(ak) The title of the Owners to the **said Bigger Plot** has been certified by Pravin Veera & Co. Advocates and Solicitors by their Title Certificate dated 8/01/2011, a xerox copy whereof is annexed hereto and marked as **Annexure: G.**

(al) In the premises aforesaid the Promoters are entitled to develop the said Bigger Plot and construct the buildings thereon as per the amended sanctioned plans/ further amended plans that may be sanctioned by the Thane Municipal Corporation. As agreed under the **said Agreement for Assignment of Development Rights** read with the **said Supplementary Agreement** the Promoters have the sole and exclusive rights and are entitled to sell the flats in the said Building **ROSA BELLA** and the shops, offices and other premises in the said Building **ROSA VISTA** to be constructed by the Promoters on the **said Plot A** and the **said Plot B** respectively which have came to the share of the Promoters as specified hereinabove and more particularly specified in the list annexed hereto and marked **Annexure: D** and to receive the sale price in respect thereof and the Owners are entitled to sell the flats in the said Building **ROSA BELLA** and shops and offices in the said Building **ROSA VISTA** and Office Premises in the said Building **ROSA VISTA ANNEX** to be constructed by the Promoters on the **said Plot A,** the **said Plot B** and the **said Plot C** respectively which have came to the share of the Owners as recited hereinabove and as specified in the list annexed hereto and marked **Annexure: D** and to receive the sale price in respect thereof.

(am) The Owners and their family members have executed a Joint Declaration dated 13th May, 2010 in respect of the said Property.

hereinabove and more particularly specified in the list thereof hereto annexed and marked **Annexure: D** for such consideration as they may deem fit and proper, to receive the consideration in respect thereof and to appropriate the same for themselves.

(ai) Under the **said Supplementary Agreement** it has been agreed that out of the 40 Podium Parkings, 9 Stilt Parkings, 6 Open Car Parking Spaces and 37 Two Wheeler Parking Spaces in the said Building **ROSA BELLA (Building A)** on the **said Plot A** allotted to the Owners by the Promoters **(1) Shri Naresh Ratan Manera** is entitled to 13 Parking Spaces in the Podium, 3 Stilt Parking Spaces in the Stilts of the said Building **ROSA BELLA** and 2 Open Car Parking Spaces and 12 Two Wheeler Parking Spaces in the Compound of the said Building **ROSA BELLA** (i.e. in all 30 Parking Spaces) and he alone shall be entitled to retain or allot the said 30 Parking Spaces as he may deem fit and proper, **(2) Shri Dilip Ratan Manera** is entitled to 13 Parking Spaces in the Podium, 3 Stilt Parking Spaces in the Stilts of the said Building **ROSA BELLA** and 2 Open Car Parking Space and 12 Two Wheeler Parking Spaces in the Compound of the said Building **ROSA BELLA** (i.e. in all 30 Parking Spaces) and he alone shall be entitled to retain or allot the said 30 Parking Spaces as he may deem fit and proper and **(3) Shri Kerunath Ratan Manera** is entitled to 13 Parking Spaces in the Podium, 3 Stilt Parking Spaces in the Stilts of the said Building **ROSA BELLA** and 2 Open Car Parking Spaces and 12 Two Wheeler Parking Spaces in the Compound of the said Building **ROSA BELLA** (i.e. in all 30 Parking Spaces) and he alone shall be entitled to retain or allot the said 30 Parking Spaces as he may deem fit and proper. One Podium Parking Space in the Compound of the said Building **ROSA BELLA** and 1 Two wheeler Parking Space shall be jointly owned by the Owners. The Promoters are entitled to the remaining Parking Spaces in the Podium, Stilt and Open Parking Spaces in the Compound of the said Building **ROSA BELLA** and the Two Wheeler Parking Spaces on the **said Plot A** and the Promoters alone shall be entitled to retain or allot the said remaining Parking Spaces as they may deem fit and proper. The allocation of the Parking Spaces on the **said Plot A** between the Owners and the Promoters has been more

Dilip Ratan Manera shall be exclusively entitled to (i) Flat Nos.501 to 504, 1101 to 1104 and 2101 to 2104 in all admeasuring 10,168 sq.ft. carpet area in the said Residential Building **ROSA BELLA (Building A)** and (ii) Shop No.2 (from North) admeasuring 2343.76 sq.ft. carpet area on the Ground Floor with Mezzanine Floor admeasuring 1141.51 sq.ft. carpet area and Office No.2 admeasuring 2055.75 sq.ft. carpet area on the First Floor in the said Commercial Building **ROSA VISTA (Building B)** and he alone shall be entitled to retain or sell the said 12 flats and the said Shop No.2 on the Ground Floor with Mezzanine Floor, the said Office No.2 on the First Floor in the said Commercial Building **ROSA VISTA (Building B)** as he may deem fit and proper and to receive the consideration in respect thereof and to appropriate the same for himself and **(3) Shri Kerunath Ratan Manera** shall be exclusively entitled to (i) Flat Nos. 401 to 404, 1501 to 1504 and 1701 to 1704 in all admeasuring 10,168 sq.ft. carpet area in the Residential Building **ROSA BELLA (Building A)** and (ii) Shop No.3 (from North) admeasuring 2343.76 sq.ft. carpet area on the Ground Floor with Mezzanine Floor admeasuring 1141.51 sq.ft. carpet area and Office No.3 admeasuring 2055.75 sq.ft. carpet area on the First Floor in the said Commercial Building **ROSA VISTA (Building B)** and he alone shall be entitled to retain or sell the said 12 flats and said Shop No.3 on the Ground Floor with Mezzanine Floor, the said Office No.3 on the First Floor in the said Commercial Building **ROSA VISTA (Building B)** as he may deem fit and proper and to receive the consideration in respect thereof and to appropriate the same for himself. The said Flat No.1001 admeasuring 724 sq.ft. carpet area shall be jointly owned by the Owners.

(ah) As agreed between the Promoters and the Owners the Promoters have became entitled to the remaining flats in the said Residential Building **ROSA BELLA (Building A)** and Shop Nos.4, 5 and 6 on the Ground Floor with Mezzanine Floor, Office Nos. 4, 5 and 6 on the First Floor and Office Nos.1 to 6 on the Second Floor and the Offices on the Third Floor in the said Commercial Building **ROSA VISTA (Building B)** and as such the Promoters alone are entitled to sell the said flats, the said shops and the said Offices as recited

First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring about 3239 sq.ft. carpet area to be constructed on the **said Plot C** by the Promoters and the Promoters shall be entitled to the remaining flats in the Residential Building to be known as **ROSA BELLA (Building A)**, Shop Nos.4, 5 and 6 on the Ground Floor with Mezzanine Floor and Office Nos. 4,5 and 6 on the First Floor and Offices Nos.1 to 6 on the Second Floor and the Offices on the Third Floor in the said Commercial Building to be known as **ROSA VISTA (Building B)** and the Owners have confirmed the same.

(ag) Under the **said Supplementary Agreement** it has been agreed between the Owners that out of the **said 37 Flats** in the Residential Building **ROSA BELLA (Building A)**, 3 shops in the Commercial Building **ROSA VISTA (Building B)** and another Commercial Building **ROSA VISTA ANNEX (Building C)** entirely which have came to the share of the Owners as above and as specified in the list thereof annexed hereto and marked **Annexure: D**, **(1) Shri Naresh Ratan Manera** shall be exclusively entitled to (i) Flat Nos. 701 to 704, 901 to 904 and 1801 to 1804 in all admeasuring 10,168 sq.ft. carpet area in the said Residential Building **ROSA BELLA (Building A)**, (ii) Shop No.1 (from North) admeasuring 2343.76 sq.ft. carpet area on the Ground Floor with Mezzanine Floor admeasuring 1141.51 sq.ft. carpet area and Office No.1 admeasuring 2055.75 sq.ft. carpet area on the First Floor in the said Commercial Building **ROSA VISTA (Building B)** and (iii) the said Commercial Building **ROSA VISTA ANNEX (Building C)** having Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft. carpet area, Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area and First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring 3239 sq.ft. carpet area and he alone shall be entitled to retain or sell the said 12 flats, the said Shop No.1 on the Ground Floor with Mezzanine Floor, the said Office No.1 on the First Floor in the said Commercial Building **ROSA VISTA (Building B)** and the said Premises in the said building **ROSA VISTA ANNEX (Building C)** as he may deem fit and proper and to receive the consideration in respect thereof and to appropriate the same for himself, **(2) Shri**

Plot C by the Promoters as specified in the list annexed hereto and marked **Annexure: D.**

(ae) Under the **said Agreement for Assignment of Development Rights** it is agreed between the Promoters and the Owners that the Owners shall be entitled to retain open spaces surrounding to their commercial premises allotted to them in the said Commercial Building to be known as **ROSA VISTA (Building B)** as well as another Commercial Building to be known as **ROSA VISTA ANNEX (Building C)** shown by red colour wash on the plan thereof hereto annexed and marked as **Annexure: E** for exclusive use of the Owners and/or their nominees/assignees.

(af) As provided under the **said Agreement for Assignment of Development Rights** by a **Supplementary Agreement dated 31st December, 2010** registered with the Sub-Registrar at Thane under Serial No.TNN-5 50 of 2011 made between the Owners (therein also referred to as the Owners) of the One Part and the Promoters herein (therein referred to as the Assignees) of the Other Part (hereinafter referred to as the **said Supplementary Agreement**), the Promoters and the Owners have confirmed the allocation of flats, shops and offices coming to the share of the Owners as well as the Promoters. Under the **said Supplementary Agreement dated 31st December, 2010** it is agreed that the Owners shall retain for themselves the (i) Flat Nos.401 to 404, 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 in all admeasuring 31249 sq.ft carpet area in the Residential Building to be known as **ROSA BELLA (Building A)** to be constructed on the **said Plot A**, (ii) Shop Nos.1, 2 and 3 (from north) on the Ground Floor with Mezzanine Floor and Office Nos. 1, 2 and 3 on the First Floor in all admeasuring 16623.06 sq.ft. carpet area in the said Commercial Building to be known as **ROSA VISTA (Building B)** to be constructed on the **said Plot B** and (iii) another Commercial Building to be known as **ROSA VISTA ANNEX (Building C)** consisting of Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft. carpet area, Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area and

instead of the total 16907.40 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights.**

(ac) As recited hereinabove under the **said Agreement for Assignment of Development Rights** it had been agreed between the Promoters and the Owners that the Promoters shall provide to the Owners one commercial building entirely having office premises admeasuring about 1300 sq.ft. carpet area. However now as per the said proposed further amended plans due to some changes in the planning the said another commercial building to be known as **ROSA VISTA ANNEX (Building C)** to be provided by the Promoters to the Owners will be consisting of Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft. carpet area, Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area and First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring about 3239 sq.ft. carpet area instead of 1300 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights.**

(ad) Accordingly as per the said further proposed amended plans the Promoters shall provide to the Owners (i) the Flat Nos.401 to 404, 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 (i.e. 37 Flats) in all admeasuring 31228 sq.ft. carpet area in the Residential Building to be known as **ROSA BELLA (Building A)** to be constructed on the **said Plot A**, (ii) Shop Nos.1, 2 and 3 (from North) on Ground Floor admeasuring 7091.28 sq.ft. carpet area with Mezzanine Floor admeasuring 3424.53 sq.ft. carpet area and Office Nos. 1, 2 and 3 on the First Floor admeasuring 6167.25 sq.ft. carpet area in all admeasuring 16623.06 sq.ft. carpet area in the said Commercial Building to be known as **ROSA VISTA (Building B)** to be constructed on the **said Plot B** and (iii) another Commercial Building to be known as **ROSA VISTA ANNEX (Building C)** having Basement admeasuring 1081 sq.ft. carpet area, Ground Floor (Office) admeasuring 1051.00 sq.ft. carpet area, Mezzanine Floor (Office) admeasuring 454 sq.ft. carpet area and First Floor (Office) admeasuring 653 sq.ft. carpet area in all admeasuring 3239 sq.ft. carpet area to be constructed on the **said**

amended plans at the site office of the Promoters and he confirms the same.

(aa) As recited hereinabove under the **said Agreement for Assignment of Development Rights** it had been agreed between the Promoters and the Owners that the Promoters shall provide to the Owners (i) 37 flats being Flat Nos. 401 to 404, 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 (hereinafter referred to as the **said 37 Flats**) in all admeasuring 29,922 sq.ft. carpet area in Wing A of the Residential Building to be constructed by the Promoters on the **said Bigger Plot**. However now as per the said proposed further amended plans due to some changes in planning the total carpet area of the **said 37 Flats** to be provided to the Owners by the Promoters in the said Residential Building to be known as **ROSA BELLA (Building A)**has increased by 1306 sq.ft. and now the total carpet area of the **said 37 Flats** is in all admeasuring 31,228 sq.ft. carpet area instead of the total 29,922 sq.ft. carpet area as agreed under the **said Agreement for Assignment of Development Rights.**

(ab) As recited hereinabove under the **said Agreement for Assignment of Development Rights** it had been agreed between the Promoters and the Owners that the Promoters shall provide to the Owners Shop Nos.1, 2 and 3 having 6966.99 sq.ft. carpet area on the Ground Floor and 3427.77 sq.ft. carpet area on the Mezzanine Floor and Office Nos.1, 2 and 3 admeasuring 6512.64 sq.ft. carpet area on the First Floor in all admeasuring 16,907.40 sq.ft. carpet area in the said Commercial Building to be constructed by the Promoters on the **said Bigger Plot**. However now as per the said further proposed amended plans due to change in the planning the carpet area of shops and offices to be provided by the Promoters to the Owners in the said Commercial Building to be known as **ROSA VISTA (Building B)** has been changed i.e. (ii) Shop Nos.1, 2 and 3 (from North) on Ground Floor admeasuring 7031.28 sq.ft. carpet area with Mezzanine Floor admeasuring 3424.53 sq.ft. carpet area and Office Nos. 1, 2 and 3 on the First Floor admeasuring 6167.25 sq.ft. carpet area in all admeasuring 16623.06 sq.ft. carpet area

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(y) By 8 different agreements details whereof are given in the **Annexure: J** annexed hereto the Promoters have purchased/acquired in all 8053.75 sq.mtrs. T.D.R. for being consumed and utilised in construction of buildings on the **said Bigger Plot.**

(z) In view of purchase/acquisition of 8053.75 sq.mtrs. T.D.R. by the Promoters as recited hereinabove the Promoters have got prepared the further amended plans for construction of (1) one Residential Building to be known as **ROSA BELLA (Building A)** having stilt, podium and 29 upper floors on a portion of the **said Bigger Plot** admeasuring about 8462.84 sq.mtrs. consisting of (i) 1992.84 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 6470.00 sq.mtrs. area of the S.No.201 and shown by orange colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described in the **Seventh Schedule** hereunder written and hereinafter referred to as the **'said Plot A'**, (2) one Commercial Building to be known as **ROSA VISTA (Building B)** consisting of ground, mezzanine and three upper floors on a portion of the **said Bigger Plot** admeasuring about 4021.13 sq.mtrs. consisting of (i) 2631.13 sq.mtrs. area out of the S.No.199 H.No.8/2 and (ii) 1390.00 sq.mtrs. area of the S.No.202 H.No.2 and shown by pink colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Firstly in the **Eighth Schedule** hereunder written and hereinafter referred to as the **'said Plot B'** and (3) another Commercial Building to be known as **ROSA VISTA ANNEX (Building C)** having offices premises consisting of Basement, Ground Floor, Mezzanine Floor and First Floor on a portion of the **said Bigger Plot** admeasuring about 557.58 sq.mtrs. area out of the S.No.199 H.No.8/2 and shown by yellow colour wash on the plan hereto annexed and marked **Annexure: B** and more particularly described Secondly in the **Eighth Schedule** hereunder written and hereinafter referred to as the **'said Plot C'**. The said proposed further amended plans shall be submitted by the Promoters to the Thane Municipal Corporation for its approval. The Flat Purchaser hereby agrees and confirms that he has seen verified and taken complete inspection of the said proposed further

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decision to extend the validity of the said Scheme on the condition of payment of the fine as mentioned therein and the copy of the said letter dated 5/11/2009 was also addressed to the Owners. As the said extension was subject to the payment of the fine Shri Naresh Ratan Manera, one of the Owners had challenged the said Letter dated 5/11/2009 in the Writ Petition No.2582 of 2010 filed by him in the Hon'ble High Court of Judicature at Mumbai against the Additional Collector & Competent Authority, Thane Urban Agglomeration, Thane and Others which is pending and in the said Writ Petition the Government is directed to not to take any coercive steps against the Petitioner.

(x) Smt. Bhavana Kerunath Manera, wife of Shri Kerunath Ratan Manera, one of the Owners has filed a suit being Regular Civil Suit No.634 of 2009 in the Court of Civil Judge (J.D.), Thane at Thane against the Owners for the reliefs mentioned in the plaint of the said Suit. The said Smt. Bhavana Kerunath Manera had made an Injunction Application for reliefs mentioned therein. The 7th Joint Civil Judge (J.D.) Thane by her order passed on 29/12/2009 held that the Plaintiff (i.e. Smt. Bhavana Kerunath Manera) is entitled for the temporary injunction against the defendants from demolishing her house till alternate accommodation is arranged for her, but she is not entitled to the injunction to stop development work and restrained the Defendants i.e. the Owners from demolishing Champa Sadan till they arrange the alternate accommodation as a home for the Plaintiff i.e. the said Smt. Bhavana Kerunath Manera and her children. The said Shri Kerunath Ratan Manera by a Leave and Licence Agreement dated 16/11/2009 acquired a flat to provide the temporary alternate accommodation to his wife the said Smt. Bhavana Kerunath Manera. Being aggrieved and dissatisfied by the said Order dated 29/12/2009 passed by the 7th Joint Civil Judge (J.D.) Thane the said Smt. Bhavana Kerunath Manera had filed an appeal in the Court of the District Judge, Thane at Thane being Misc. Civil Appeal No.27 of 2010 for the reliefs prayed in the prayer clause of the said Appeal. However thereafter on 17th September, 2010 the said Smt. Bhavana Kerunath Manera had withdrawn the said Appeal No.27 of 2010.

Municipal Corporation on 17th November, 2009 and the Development Permission/ Commencement Certificate dated 17th November,2009 bearing V.P. No.2006/04/TMC/TDD/515 has been issued by the Thane Municipal Corporation for (i) Residential Building No.1 **(Building A)** consisting of stilt + podium + 10 upper floors, (ii) Commercial Building No.2 **(Building C)** having Ground Floor and (iii) Commercial Building No.3 **(Building B)** having Ground + Mezzanine + First to Third Floor. Annexed hereto and marked **Annexure: C** is the xerox copy of the said Development Permission/ Commencement Certificate dated 17th November, 2009.

(w) The Additional Collector and Competent Authority Thane Urban Agglomeration and 8 kms. Peripherial Area of Greater Bombay (hereinafter referred to as the said Competent Authority) by his order under Section 8 (4) of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as the 'said Act') allowed and permitted interalia the Owners to retain 2500 sq.mtrs. land out of the total land holding (including the said Property) as provided vide his order bearing No.ULC/TA/T-1/Kavesar/SR-21+22+301 dated 27/04/1998 and the same authority vide his order bearing No.ULC/TA/ W.S.H.S./20/Special Dispension Scheme SR-1090 dated 19/7/2001 allowed and permitted interalia the Owners to hold interalia 12815.00 sq.mtrs. surplus land on the terms and conditions and as per Schedule mentioned therein and exempted the same from the provisions of Chapter II of the said Act under Section 20 of the said Act. The said Competent Authority by his order dated 20/10/2001 granted the permission to the Owners for amalgamation of plots for construction upon the terms and conditions therein mentioned. The said Competent Authority by his order dated 8/9/2005 modified the said order dated 20/10/2001 as mentioned therein. Thereafter some correspondence took place between the Owners and the Additional Collector & Competent Authority, Thane Urban Agglomeration Thane and the Government and finally by a letter dated 5/11/2009 the Urban Development Department had informed the Additional Collector & Competent Authority, Thane Urban Agglomeration, Thane that the State Government has taken the

S.No.201 admeasuring 6470 sq.mtrs. and (iii) S.No.202 H.No.2 admeasuring 1390 sq.mtrs. and delineated on the plan hereto annexed and marked **Annexure: B** and thereon shown surrounded by green colour boundary line and more particularly described in the Second Schedule hereunder written and hereinafter referred to as the **'said Bigger Plot'**.

(u) Under the **said Agreement for Assignment of Development Rights** it had been agreed between the Promoters and the Owners that on the basis of the said proposed amended plans the Promoters shall provide to the Owners the Flat Nos. 401 to 404, 501 to 504, 701 to 704, 901 to 904, 1001, 1101 to 1104, 1501 to 1504, 1701 to 1704, 1801 to 1804 and 2101 to 2104 in all admeasuring 29922 sq.ft. carpet area in Wing A of the Residential Building to be constructed on the **said Bigger Plot** and Shop Nos.1, 2 and 3 having 6966.99 sq.ft. carpet area on the Ground Floor and 3427.77 sq.ft. carpet area on the Mezzanine Floor and Shop Nos.1, 2 and 3 admeasuring 6512.64 sq.ft. carpet area on the First Floor in all admeasuring 16,907.40 sq.ft. carpet area in the said Commercial Building and one Commercial Building entirely having Office Premises admeasuring about 1300 sq.ft. carpet area in all admeasuring 18207.40 sq.ft. carpet area commercial premises to be constructed by the Promoters on the **said Bigger Plot**. Under the **said Agreement for Assignment of Development Rights** it had been also agreed that the total Garages/stilt parking, parking in podium in the said buildings and open parking on the **said Bigger Plot** shall be divided between the Owners and the Promoters in the ratio of 26.70 % to the Owners and 73.30 % to the Promoters respectively.

(v) After the execution of the **said Agreement for Assignment of Development Rights** instead of submitting the said above recited amended plans the Promoters submitted the amended plans for construction of (i) one Residential Building having stilt, podium and 23 upper floors, (ii) one Commercial Building consisting of Ground, Mezzanine and Three Upper Floors and (iii) another Commercial Building having Office Premises on the **said Bigger Plot.** The said amended plans have been sanctioned by the Thane

constructing the buildings on the said Property in accordance with the above recited sanctioned plans therefore the Promoters got prepared from their architects Archetype Consultants (I) Pvt. Ltd. proposed amended plans for construction of (i) one Residential Building consisting of Wing A and Wing B each having stilt, podium and 27 upper floors, (ii) one Commercial Building consisting of ground, mezzanine and two upper floors and (iii) another Commercial Building having office premises on the said Property.

(t) As recited hereinabove earlier an area admeasuring about 2686.82 sq.mtrs. out of the said Property was going under 60 mtrs. wide D.P. Road. However ultimately out of 7900 sq.mtrs. area of S.No.199 H.No.8 area admeasuring 2300 sq.mtrs. has gone under 60 mtrs. wide D.P. Road and balance 5600 sq.mtrs. area has remained with the Owners. Out of 1770 sq.mtrs. area of S.No.202 area admeasuring 380 sq.mtrs. has gone under 60 mtrs. wide D.P. Road and balance 1390 sq.mtrs. area has remained with the Owners. The Owners have handed over the possession of the said 2300 sq.mtrs. and 380 sq.mtrs. in all aggregating to 2680 sq.mtrs. area as shown by brown colour hatches on the plan hereto annexed and marked as **Annexure: B** to the Thane Municipal Corporation. Thereafter the necessary changes have been made in the 7/12 Extracts by the revenue authorities. Accordingly the revenue authorities have issued new 7/12 Extracts bearing S.No.199 H.No.8/1 for 2300 sq.mtrs. area and S.No.202 H.No.1 for 380 sq.mtrs. area in the name of the Thane Municipal Corporation in respect of the area of the said Property which has gone under 60 mtrs. wide D.P. Road as recited hereinabove. Similarly the revenue authorities have issued new 7/12 Extracts bearing S.No.199 H.No.8/2 for 5600 sq.mtrs. area and S.No.202 H.No.2 for 1390 sq.mtrs. area in the name of the Owners in respect of balance area of S.No.199 H.No.8 and S.No.202 which has remained with the Owners. In view of 2680 sq.mtrs. area of the said Property which has gone under 60 mtrs. wide D.P. Road as above the Promoters shall construct the buildings on the remaining area of the said Property admeasuring 13,460 sq.mtrs. consisting of the plots of land bearing (i) S.No.199 H.No.8/2 admeasuring 5600 sq.mtrs. (ii)

said Property acquired by the said Roma Builders Pvt. Ltd. from the Owners under the said Development Agreement dated 6th February, 2006 for the consideration and upon the terms and conditions therein mentioned.

(o) Shri Niranjan L. Hiranandani and Shri Surendra L. Hiranandani, the two of the directors of the said Roma Builders Pvt. Ltd. have executed a Joint Declaration dated 21st August, 2009 declaring that in view of the execution of the said Agreement for Assignment of Development Rights the said Roma Builders Pvt. Ltd. have no right, title and interest in the said Property.

(p) Pursuant to the **said Agreement for Assignment of Development Rights** dated 21st August, 2009 the Owners have executed a Power of Attorney dated 21st August, 2009 authenticated before the Sub-Registrar Thane No.5 under Serial No.325/2009 and appointed (1) Shri Naresh Sudama Khetwani (2) Shri Jagdish Kanayalal Khetwani and (3) Shri Suresh Devichand Jain, the partners of the Promoters to be the true and lawful attorneys for them to do the various acts, deeds, matters and things in respect of the said Property as therein mentioned

(q) The Owners had granted to the Promoters the licence to enter upon the said Property as provided under the **said Agreement for Assignment of Development Rights** to develop the said Property, to carry on construction thereon and for that purpose to do all acts, deeds, matters and things as may be necessary.

(r) Under the **said Agreement for Assignment of Development Rights** in addition to the monetary consideration to be given to the Owners the Promoters had also agreed to give to the Owners (i) 29922 sq.ft. carpet area residential premises in Wing A of the Residential Building and (ii) 18208 sq.ft. carpet area commercial premises including one Office Premises in the Commercial Buildings to be constructed by the Promoters on the said Property.

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(s) At the time of execution of the said **Agreement for Assignment of Development Rights** the Promoters were not desirous of

(k) Another portion of the said Property admeasuring about 2017.98 sq.mtrs. is to be kept as recreation ground (R.G.).

(l) The Thane Municipal Corporation approved the above recited plans and granted the development permission for construction of residential buildings and commercial building vide V.P.No.2006/04/TMC/T.D.-D.P./TPS/538 dated 17th November, 2006. Thereafter the said Roma Builders Pvt. Ltd. had submitted the amended plans for construction of two residential buildings each consisting of stilt + podium + 13 upper floors and one commercial building consisting of ground and one upper floor by consuming and utilising 11329.01 sq.mtrs. F.S.I. of the said Property and the same had been sanctioned by the Thane Municipal Corporation on 25th September, 2008 and the Thane Municipal Corporation had also granted the Development Permission / Commencement Certificate bearing V.P.No.2006/04 TMC/TDD 391 dated 25th September, 2008.

(m) The said Roma Builders Pvt. Ltd., for their own reasons were not interested to carry out the intended development on the said Property as provided under the said Development Agreement dated 6th February, 2006 and the said Roma Builders Pvt. Ltd. were desirous of assigning the development rights of the said Property acquired by them under the said Development Agreement dated 6th February, 2006 to M/s. Sai Enterprises i.e. the Promoters herein with the consent of the Owners.

(n) By an Agreement for Assignment of Development Rights dated 21st August, 2009 registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN – 5 – 7301 of 2009 made between the said Roma Builders Pvt. Ltd. (therein referred to as the Assignors) of the First Part, the Owners (therein also referred to as the Owners) of the Second Part and M/s. Sai Enterprises i.e. the Promoters herein (therein referred to as the Assignees) of the Third Part (hereinafter referred to as the **"said Agreement for Assignment of Development Rights'**), the said Roma Builders Pvt. Ltd. with the consent of the Owners have agreed to assign and transfer to the Promoters the development rights in respect of the

(f) The Owners through their Architects Archetype Consultants India Pvt. Ltd. got prepared the building plans in respect of the said Property and submitted the same to the Thane Municipal Corporation for its approval.

(g) By a Development Agreement dated 6th February, 2006 registered with the Sub-Registrar of Assurances at Thane under Serial No.TNN-5 1463 of 2006 made between the Owners (therein also referred to as the Owners) of the One Part and Roma Builders Pvt. Ltd. (therein referred to as the Developers) of the Other Part, the Owners had agreed to grant to the said Roma Builders Pvt. Ltd. the development rights in respect of the said Property for the consideration and upon the terms and conditions therein mentioned.

(h) The Ministry of Environment and Forests (I. A. Division), Government of India vide it's order/letter dated 7th September, 2006 bearing No.21-277/2006-IA.III duly accorded necessary environmental clearance for the project of development of the various properties (to be carried on by the said Roma Builders Pvt. Ltd.) including interalia the said Property subject to the terms and conditions mentioned therein. Thereafter in pursuance of the request letter from the said Roma Builders Pvt. Ltd. the Ministry of Environment and Forests (I.A. Division), Government of India vide it's order/letter dated 14th March, 2007 has modified the said earlier order/letter dated 7th September, 2006 as mentioned therein.

(i) The Collector of Thane by his order bearing No.Rev/Sec-1/T-17NAP/SR-6/07 dated 28/6/2007 granted the permission for non-agricultural use of the said Property for residential and commercial purposes upon the terms and conditions therein mentioned.

(j) A portion of the said Property admeasuring about 2686.82 sq.mtrs. and shown by brown colour hatches on the plan hereto annexed and marked **Annexure: A** was to go under 60 mtrs. wide D.P. Road.

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daughters (3) Smt. Yamuna Shiva Bhosale, (4) Smt. Radhabai Waman Mhatre and (5) Smt. Pushpa Manoj Bhoir and his three sons (6) Shri Naresh Ratan Manera (7) Shri Dilip Ratan Manera and (8) Shri Kerunath Ratan Manera as his only legal heirs and next of kin. Thereafter the said Smt. Krishnabai Ratan Manera died intestate on 17th January, 2003.

(c) After demise of the said Shri Ratan Shimgo Manera and the said Smt. Krishnabai Ratan Manera each of the said (1) Smt. Champabai Ratan Manera, (2) Smt. Yamuna Shiva Bhosale, (3) Smt. Radhabai Waman Mhatre, (4) Smt. Pushpa Manoj Bhoir, (5) Shri Naresh Ratan Manera, (6) Shri Dilip Ratan Manera and (7) Shri Kerunath Ratan Manera had 1/7th undivided share, right, title and interest in the said Property.

(d) By a Deed of Release dated 29th October, 2004 registered with the Sub Registrar of Assurances at Thane under Serial No.TNN-5-7830 of 2004 made between the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera (therein referred to as the Party of the First Part) of the First Part and the said (1) Smt. Champabai Ratan Manera, (2) Smt. Yamuna Shiva Bhosale, (3) Smt. Radhabai Waman Mhatre and (4) Smt. Pushpa Manoj Bhoir (therein referred to as the Party of the Second Part) of the Second Part, the said Smt. Champabai Ratan Manera, Smt. Yamuna Shiva Bhosale, Smt. Radhabai Waman Mhatre and Smt. Pushpa Manoj Bhoir had released their respective 1/7th undivided share, right, title and interest in the said Property in favour of the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera.

(e) In the events that had happened as above the said (1) Shri Naresh Ratan Manera, (2) Shri Dilip Ratan Manera and (3) Shri Kerunath Ratan Manera (hereinafter referred to as the **'Owners'**) became the owners of and are seized and possessed of or otherwise well and sufficiently entitled to interalia the said Property more particularly described in the First Schedule hereunder written.

And **SHRI/SMT/M/S.** _____ _____

Shantilal Nanji Rangani &
Damyanti Shantilal Rangani

_____ **(PAN** AEJPR7910R) of

_____, Indian Inhabitant/s, a firm registered under the Indian Partnership Act, 1932/ a company registered under the Companies Act, 1956 having his/ her/ their address/ office at B-601, Neelkanth Valley, Kolshet Road, Dhokali-Naka, Thane (W) - 400607

hereinafter referred to as the **'FLAT PURCHASER'** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and permitted assigns/their respective heirs, executors, administrators and permitted assigns/ the partners for the time being of the said firm, their survivors or survivor and the heirs, executors and administrators of such last survivor/it's successors and assigns) of the Other Part.

WHEREAS:-

(a) One Shri Ratan Shimgo Manera during his life time was the owner of, seized and possessed of or otherwise well and sufficiently entitled to interalia the property being plots of land bearing (i) Survey No.199 H.No.8 admeasuring 7900 sq.mtrs., (ii) Survey No.201 admeasuring 6470 sq.mtrs. and (iii) Survey No.202 admeasuring 1770 sq.mtrs. in all admeasuring 16,140 sq. mtrs. with the structures which were standing thereon situate, lying and being at village Kavesar, Taluka, District and Registration District and Sub-Registrar of Thane within the limits of Thane Municipal Corporation and delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by red colour boundary line and more particularly described in the First Schedule hereunder written and hereinafter referred to as the **'said Property'**.

ठाणे - ५
दस्त क्रमांक 3928
31902

(b) The said Shri Ratan Shimgo Manera died intestate on 9th August, 1993 leaving him surviving his two wives (1) Smt. Krishnabai Ratan Manera and (2) Smt. Champabai Ratan Manera, his three

THE COSMOS CO-OPERATIVE BANK LTD.
Estd.1906
FRANKING DEPOSIT SLIP
Customer Copy
Branch: Thane No.: 20/03/2013 21678
Date: D D M M Y Y Y Y
Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	₹	2,58,690/-
Service Charges	₹	10
Total	₹	2,58,700/-

Pan No.:-
Name & Address of Stamp duty paying party: Shankar Ji N. Rangoo Thane
Tel. No.: / Mobile No.:
Name of the counter party: M/S. Sai Enterprises
Purpose of Transaction: Agr. For Sale
For Franking Documents
₹ 2,58,690/-
Cash/DD/PayOrder/Cheque No. 445302
Bank Name Industrial Bank
Branch Mulund.
Purchaser's Signature (Paying Party)
(For Bank's Use only)
Franking Sr. No. 409036
Tran ID 86745
For The Cosmos Co-op. Bank Ltd.
Authorised Signatory
Service Tax Reg. No. AAAAT0742XST001

उमट मुद्रांक फ्रँकिंग आल्ट्रा व्हायलेट लॅम्प खाली तपासले. एस.एम.एस./संबंधित प्राधिकृत अधिकारी/अधिकृत दुरध्वनी वरून संपर्क केला. [illegible] आढळून आला
सह/दुय्यम निबंधक, ठाणे क्र. 5
जिल्हा-ठाणे

१ ठशाचा युनिक नंबर 09036
२ दस्तऐवजाचा तपशील Agreement for sale
३ मिळकतीचा तपशील
४ मोबदला रक्कम
५ मुद्रांक शुल्क भरणाऱ्याचे नांव M/S Sai enter
६ मुद्रांक शुल्क भरणाऱ्याचे नांव Shanklal Rangoo
मुद्रांक शुल्क रक्कम 258690/-
दस्त नोंदणी करणारे / दु. नि. कार्यालय Thane-5
दस्त नोंदणी प्रकार
बँक / बँकेचा शिक्का For THE COSMOS CO-OP BANK LTD.
Authorised Signatory

THE SEAL OF THE SUB-REGISTRAR
दुय्यम निबंधक ठाणे-५ यांची मुद्रा
ठाणे-५
THANE-5

THE COSMOS CO-OP BANK LTD.
Authorised Signatory

टनन - ५
दस्त क्रमांक 3928 /२०१३
21902

ॐ

THIS AGREEMENT made at Thane this 21st day of MAR, 2013 between **M/S. SAI ENTERPRISES (PAN AAEFS 0841 H)**, a partnership firm registered under the Indian Partnership Act, 1932 having their registered office at 2 and 3, Vihang Vihar Society, Panchpakhadi, Thane (West) - 400 602 and Administrative Office at Manera Compound, Village: Kavesar, Ghodbunder Road, Thane (West) - 400 607 hereinafter referred to as the **'PROMOTERS'** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners for the time being constituting the said firm of M/s. Sai Enterprises, their survivors or survivor and the heirs, executors and administrators of such last survivor) of the One Part

टनन - ५

दस्त क्रमांक 3928 /२०१३

9 / 902

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अंहवाल सन 2010

1. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक 25(b)
2. सादरकर्त्याचे नाव :- श्री. [illegible] ठाणे
3. तालुका :- ठाणे
4. गावाचे नाव :- कावेसर
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- 199, 201, 202
6. मूल्य दरविभाग (झोन) :- _____ उपविभाग 11/42 - 237 - 1
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक

   प्रति चौ मी.दर :- — ~~40500/-~~ 70000/- — — —
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 70.20 कार्पेट / बिल्ट अप चौ.मीटर / फूट
9. कारपार्किंग :- — गच्ची :- — पोटमाळा :- —
10. मंजला क्रमांक :- 8 उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- — घसारा :- —
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सूचिक क्र. :- — ज्यात्मो दिलेली घट / वाढ
14. लिव्ह ॲन्ड लायसन्सचा दस्त :-1. प्रतिमाह भाडे रक्कम :- —

    निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :- —

    3. कालावधी :- —
15. निर्धारीत केलेले बाजारमूल्य :- 5164500/- ~~2588000/-~~
16. दस्तामध्ये दर्शविलेली मोबदला :- 2558000/-

17. देय मुद्रांक शुल्क:- 258690/- जमा मुद्रांक शुल्क 258690/-
18. देय नोंदणी फी:- 30000/-

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक ठाणे-५ ठाणे जिल्हा ठाणे-५ THANE-5

लिपीक

सह दुय्यम निबंधक

Index-2(सूची - २)

शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक ठाणे क्र. ५

THE SEAL OF THE SUB-REGISTRAR THANE-5

Rs.20 COURT FEE भारत INDIA 21 MAR 2013 बीस रुपये TWENTY RUPEES

Index-2(सूची - २)

3124335
22/03/2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5
दस्त क्रमांक : 3124/2013
नोंदणी :
Regn:63m

गावाचे नाव : 1) कावेसर

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	2558000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	5164500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा.इतर वर्णन :सदनिका नं: 807(बी), माळा नं: 8, बिल्डींग न ए, इमारतीचे नाव: रोजा बेल्ला बिल्डींग , रोड : जी.बी.रोड कावेसर ठाणे , इतर माहिती: सदनिका नं: 807(बी), माळा नं: 8, बिल्डींग न ए, इमारतीचे नाव: रोजा बेल्ला बिल्डींग , रोड नं: जी.बी.रोड कावेसर ठाणे , इतर माहिती: मौजे कावेसर स.न.199/8,201,202((Survey Number : - ; -))
(5) क्षेत्रफळ	1) 70.26 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स.साई एंटरप्रायझेस तर्फे भागीदार मनोज खेतवानी तर्फे कु.मु. म्हणून सुरेश थोरवे - - वय:-33; पत्ता:-प्लॉट नं: ऑफिस न 2,3, माळा नं: -, इमारतीचे नाव: विहंग विहार बिल्डींग , ब्लॉक नं: -, रोड नं: पांचपाखाडी ठाणे , , . पिन कोड:-400602 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-शांतीलाल नानजी रंगानी - - वय:-48; पत्ता:-प्लॉट नं: बी-601, माळा नं: -, इमारतीचे नाव: नीलकंठ व्हॅली बिल्डींग , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे , , . पिन कोड:-400607 पॅन नं:- 2): नाव:-दमयंती शांतीलाल रंगानी - - वय:-39; पत्ता:-प्लॉट नं: बी-601, माळा नं: -, इमारतीचे नाव: नीलकंठ व्हॅली बिल्डींग , ब्लॉक नं: -, रोड नं: कोलशेत रोड ठाणे , , . पिन कोड:-400607 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	21/03/2013
(10)दस्त नोंदणी केल्याचा दिनांक	22/03/2013
(11)अनुक्रमांक,खंड व पृष्ठ	3124/2013
(12)बाजारभावाप्रमाणे मुद्रांक	258690

THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक ठाणे-५ ठाणे-५ THANE-5

iSarita v1.0

335/3124 **पावती** Original/Duplicate

Friday,March 22 ,2013 नोंदणी क्रं. :39म

3:59 PM Regn.:39M

पावती क्रं.: 3365 दिनांक: 22/03/2013

गावाचे नाव: **कावेसर**

दस्तऐवजाचा अनुक्रमांक: **टनन5-3124-2013**

दस्तऐवजाचा प्रकार : **करारनामा**

सादर करणाऱ्याचे नाव: **शांतीलाल नानजी रंगानी - -**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2040.00
पृष्ठांची संख्या: 102	
एकूण:	रु. 32040.00

आपणास हा दस्तऐवज अंदाजे 4:21 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल प्रत व CD घ्यावी.

Joint Sub Registrar,Thane 5

सह दुय्यम निबंधक ठाणे क्र. ५

बाजार मुल्य: रु.5164500 /- मोबदला: रु.2558000/- - -

भरलेले मुद्रांक शुल्क :
रु. 258690/-

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 445302 दिनांक: 16/03/2013
बँकेचे नाव व पत्ता: Other Than the List
2) देयकाचा प्रकार: By Cash रक्कम: रु 2040/-

मुळ दस्त दिला

Agreement *for* Sale

807(B)

100+2=102

51,65,000 M.V

70.26

rosa

— bella —