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AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Bhayandar, on this 21nd day December of the Christian Year Two Thousand

BY AND BETWEEN

M/S. LEENA BUILDERS, a proprietory firm of Shri Dilip Lalchand Porwal, having its place of business at Bhairav Shrusti, Near Flyover, Bhayandar (W), District – Thane 401 101, hereinafter for the sake of brevity referred to as "THE PROMOTERS" (which expressions shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include the said proprietory firm, the successors in office of the said firm from time to time his/their legal heirs, executors, administrators and assigns) of the ONE PART.

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permission for carrying out the development work of the First 9 Mentioned Land which is as per the copy of the said order annexed hereto.

- By and vide an agreement dated 12th February 1992, the abovesaid Jasin Elias Faria & others have agreed to sell, transfer, assign and convey the First Mentioned Land in favour of one Shri Nandkumar Manilal Papaiya, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 12th February 1992.
- By and vide a tri-parte agreement dated 28th May 1993, made and executed by the said Jasin and others as Vendors of the First Part and the said Shri Nandkumar Manilal Papaiya, as the Confirming Party of the Second Part and one M/s. Geeta Developers, a partnership firm, as the Purchasers of the Third Part, the said Jasin Faria and others, with the due consent and concurrence of the said Shri Nandkumar Manilal Papaiya, have agreed to sell and transfer assign and convey the First Mentioned Land, in favour of the said M/s. Geeta Developers, at and on the terms and conditions and for considertion, which are more particularly described in the said agreement dated 28th May 1993.
- e) In pursuance to the said agreement dated 28th Mr. said Jasin Faria and others, have also made and executed a General Power of Attorney, in favour of the partners of the said W. S. Geeta Developers, inter-alia, conferring upon various rights powers and privileges which are more particularly described in the said writing including rights and powers, in turn to re-assign the First Mentioned Land or any part or portion thereof, in favour of any third party or parties, as the said M/s. Geeta Developers, may in its sole discretion deem fit and proper.
- f) By and vide an agreement dated 28th January 1994, the said M/s. Geeta Developers has in turn agreed to sell, transfer, assign and convey the First Mentioned Land in favour of one M/s. Sanghvi & Shah Developers, a partnership firm, at and on the terms and conditions and for consideration, which are more particularly described in the said agreement dated 28th January 1994.
- g) In pursuance to the execution of the said agreement dated 28th January 1994, the said M/s. Geeta Developers, has also made

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and executed a Substituted General Power of Attorney in Favour of the partners of the said M/s. Sanghvi & Shah Developers, interalia, conferring upon various rights, powers and privileges which are more particularly described in the said writing, including rights and powers, in turn to re-assign the First Mentioned Land or any part or portion thereof, in favour of third party and parties as the said M/s. Sanghvi & Shah Developers, may in its sole discretion deem fit and proper.

- h) For the facts and circumstances mentioned hereinabove, the said M/s. Sanghvi & Shah Developers, become entitled to the First Mentioned Land.
- i) Originally, by diverse deeds factors and circumstances, one (1) SMT. MARYBAI KALMET FAREL, (2) SHRI. ANTHON ALIES FAREL, (3) SMT. MARTINBAI PHILIPS FONSECA, (4) SHRI. ALWECIOUS INAS D'MELLO, (5) SMT. MARY INAS D'MELLO, (6) SMT. LILY BRASS BAPTISTA, (7) SHRI. GORDON INAS D'MELLO, & (8) SMT. FREDABAI INAS D'MELLO, being the joint owners and having undivided interests were absolutely seized and possessed of and/or otherwise well and or otherwise well and otherwise well and or otherwise well and or otherwise well and or otherwise well and or otherwise well and sufficiently entitled to all that pieces and parcels of lands of toundand Ra bearing Old Survey No. 360, New Survey No. 65 Hissa No. 1, admeasuring 940 sq. mtrs. or thereabout , also situate at being and lying at Revenue Village Ghod-dev, Taluka and District and which is now falling within the local limits of Mira Bhayanda Municipal Corporation and which is more particularly described Secondly is: 1. the Schedule written hereunder hereinafter referred to as "The Second Mentioned Land".
- The Competent Authority under the provisions of the Urban Land (Ceiling & Regulation) Act 1976, has granted the necessary permission for carrying out the development work of the Second Mentioned Land, which is as per the copy of the said order annexed hereto.
- By and vide an agreement dated 24th February 1994, the said Smt. Marybai Kalmet Farel & others, have agreed to sell, transfer assign and convey the Second Mentioned Land, in favour of the abovesaid M/s. Sanghvi & Shah Developers ,at and on the terms and conditions and for considerations which are more particularly described in the said agreement dated 24th February 1994.

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- In pursuance to the said agreement dated 24th February 2004, the said Marybai Kalmet Farel and others have also made and executed a General Power of Attorney, vide a separate writing, in favour of the partners of the said M/s. Sanghvi & Shah Developers, inter-alia, conferring upon various rights, powers and privileges which are more particularly described in the said writing, including rights and powers, in turn to re-assign the Second Mentioned Land, in favour of any third party or parties as the said M/s. Sanghvi & Shah Developers, may in its sole discretion deem fit and proper.
- m) For the facts and circumstances mentioned hereinabove, the said M/s. Sanghvi & Shah Developers, become entitled to the Second Mentioned Land.
- Ignitious D'souza, during her lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land or ground bearing **Old Survey No.**360, New No. 65, Hissa No. 2, admeasuring 380 sq. mtrs or thereabout, also situate at being and lying at Revenue Village Chod dev, Taluka and District Thane, which is now falling with the local limits of Mira Bhayandar Municipal Corporation, and you have particularly described **Thirdly** in the Schedule hereunder therein and referred to as "**The Third Mentioned Land**".
- The Competent Authority under the provisions of the Under Land (Ceiling & Regulation) Act 1976, has granted the necessity permission for carrying out the development work of the Third Mentioned Land, which is as per the copy of the said order annexed hereto.
- The said Smt. Claira Ignitius, died intestate, leaving behind her (1) SMT. RUBY IGNATIOUS D'SOUZA, (2) MISS ESPRANCE BELLA D'SOUZA, (3) SR. NATTY IGNATIOUS D'SOUZA, (4) SMT. MARY D'LIMA, (5) SMT. FLORY LOBO, (6) SMT. MARTHA GOMES, (7) SHRI. PETER IGNATIOUS D'SOUZA & (8) REV. FR. EDWARD IGNATIOUS D'SOUZA. as her only legal her entitled to her estateS, including the Third Mentioned Land.
- q) The abovesaid Smt. Ruby Ignatious D'souza, pre-deceased the said Clara D'souza.

hereunder, the Promoters shall always entitled to assign the use of the terrace of the Said Building for the purpose of use of the same for installation of satelite or tele-communication apparatus -or equipments or gadgets thereon, neither the Purchaser himself nor the co.op. hsg society or body of purchasers of the premises of the Said Building, to be formed in the manner, as provided hereunder, shall raise any objection for the use or assignment of the terrace

(F)

The **Purchaser** acknowledges that he is fully aware that the registration of this Agreement is compulsory, as per the provisions of Section 4 of The Maharashtra Ownership Flat Act, 1963 and therefore undertakes that he shall take all necessary steps to register the same, within the stipulated time at his own costs and expenses. the **Purchaser** shall lodge this agreement with Sub-Registrar of Assurance at Bhayandar, Thane or Mumbai and intimate the **Promoters** in writing, the particulars of the number, date under which the agreement is lodged for.

for the purpose, as aforesaid.

49. The **Purchaser** agrees to pay and authorize the **Promoters** to pay brokerage on the purchase consideration to Shri...... directly.

IN WITNESS WHEREOF the parties hereto have set their respectives hands and seals the day, month and year first hereinabove written sub kinds

THE SCHEDULE HEREINABOVE REFERRED

bearing details as under and all situate at, being and lying at Revenue Village Ghod-dev, Taluka & District Thane and which are now falling within the local limits of Mira Bhayandar Municipal Corporation:

- a) Firstly:-
 - Land bearing **Old Survey No. 361, New Survey No.80, Hissa No. 4**, admeasuring 280 sq. .mtrs. or thereabout.
- b) Secondly:-

Land bearing Old Survey No. 360, New Survey No.65, Hissa 1 admeasuring 940 Sq. Mtrs. or thereabout.

- c) Thirdly:-
 - Land bearing **Old Survey No. 360, New Survey No. 65, Hissa No. 2,** admeasuring 380 sq. meters or thereabout,
- c) Fourthly:-

Land bearing Old Survey No. 361, New Survey No. 80, Hissa 3 admeasuring 1, 210 Sq. Mtrs. or thereabout.

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दूरध्वनीः २८१९२८२८ / २८१९३०२८ /२८१८१९८३ /२८१८१३५३ / २८१४५९८५ फॅक्स: २८९९७६३६

मिरा-भाईंदर महानगरपालिका

मुख्य कार्यालय भाईंदर

MIRA BHAINDAR MUNICIPAL CORPORATION

स्व.इंदिरा गांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प), ता.जि.ठाणे-४०११०१

सर ३५३८ २०१३-१४

दिनांक : 93 192 2 09 3

गचले -

ो, अनिष ॲन्ड असो, यांचा दि.२०/११/२०१३ रोजीचा दाखला अर्ज

२. मे सद्यम प्राधिकारी नागरी संकूलन, ठाणे यांचेकढील आदेश क्र. यु.एल.सी./टिए/डब्ल्यु.एस.एच.एस.-२०/एसआर-१४९२, दि०६/१९/२००४, यु.एल.सी./हिए/एटीपी/कलम-२०/एसआय-९०६२, दि.३०/०७/९९, यु.एल.सी.-१०८९/(६२४)/डि.एक्स.व्ही., दि.५३ /०७/८९ र यु.एल.सी./टिए/टे-६/गाईंदर/एसआर-३२३ + ९०७०, दि.९०/५२/९९ ची मंजूरी व क्र. यु.एल.सी./टिए/एटीपी/ कलम-२०/भोग दाखला, दि.०६/०५/२०१० अन्वये भोगवटा दाखला प्राप्त करणेकरिता नाहरकत दाखला,

३. में जिल्हाधिकारी, ठाणे यांचेकडील आदेश क्र. महसूल/क-१/टे-१/एनएपी/एत्तअगर-९९/०५, दि.०७/१०/२००५महसूल/छ-१/टे-

१/रनएपी/रसआर-९९/०५. दि.०५/१०/२००५ ची अकृषिक मंजूरी.

ीरा गाईंदर गहानगरपालिका पत्र क्र मनपा/नर/९२/२००८-०९, दि ९०/०४/२००८ अन्वये सुधारीत बांधकाम परवासगी.

गे. अनिष्ठ ऑग्ड असो. याचा दि.११/११/२०१३ रोजीचा इमारत पुर्णत्वाचा दाखला

में, अनिष ऑन्ड असी, यांचा दि.१९/१९/२०१३ अन्वये उमारतीचे बांधकाम तांत्रिकदृष्ट्या योग्यतेबाबतचा दःखस

श्री शिवदास नलते यांचे दि २०/९१/२०१३ अन्वये इमारतीच्या प्लंबींग बाबताचा दाखला.

सार्वजनिक बांधकाम विभागाकहील पत्र क्र. मनपा/सार्बा/९०४८/२०१३-१४, दि.२९/११/२०१३ अन्दयेचा सोलर वॉटर व्यवस्थितरित्यः इसवित्यादाबतचा दाखला

९ पाणीपुरवदा विभागाकडील एत्र क्र भन्या/पापू/२९८३/२०१३-१४, दि.१०/१२/२०१३ अन्वयेचे रेन गॅटर प्रमागपन

१०. उदास व वृक्षप्राधिकरण विभागाकडील पत्र क्र. मनपा/वृप्रा/२१९/२०१०-११, दि.०१/१०/२०१० अन्वये नाहर्रा

99. अभिशामन विभागाकडील पत्र क्र. मनपा/अग्नि/१९/२०१०-११, दि.२२/०९/२०१० अन्वये अतिम नाहरकत

• // भोगवटा दाखला //

भिरा माईदर महानगरपालिका क्षेत्रातील मीजे गोडदेव, स.क. ३६०/१,२, ३६१/३,४ (जूना) (नविन) वेधील मंजूर रेखांकन नकाशानधील इसारत प्रकार बी (स्टिल्ट + ५) (वास्तुविशारद प्रस्तावित – लिना हाईट्स वे अधुकृति As boilt गठाशाप्रमाणे पूर्ण आत्याबाहतचा दाखला वास्त्विशारद में, अनिष ॲन्ड असी, यांनी सादर केला आहे. इगारतीचे वांघकाम तैस्तिक योग्यतेबावतचा दास्मला में. अनिष ॲन्ड असो. यांगी व इभारतीचे प्लंबीगवायतचा दाखला श्री. शिवदास नलते यांनी राय्वर केला आहे. यारतव संदर्भिय का. ४ मधील अटीचे पालन करण्याच्या अटीवर उपरोक्त इमारत प्रकार वरील प्रमाणे या वापर करणेस व सदर इमारतीस आवश्यक तेयवा विद्युत पुरच्छा होणेस महानगरपालिकाची हरकत नाही शहराती**ल पाणी टंगाई लक्षा**त वेता आपणास नळ कनेक्शन मिळेलाय याची हुगी महानगरपालिका देत नाही. सदरचा भोगवटा दाखला हा मंजूर नकाशा, अनुझेय वापर व मंजूर क्षेत्राच्या मर्यादेत आहे. शासन नामनिर्देशीत व्यक्तीसाठी राखीव असलेल्या सदिनका, विकासकास खुल्या बाजारात विक्री करता येणार गाहीत व रेखांकनातील दर्शविलेली खुली जागा (आर.जी.) वूर्णतः सर्व सुविधांसह विकसीत करून रहिवाष्ट्रयांना वापरासाठी सार्वजनिकपणे खली ठेवणे बंधनकारक राहि

प्रत -१) विकासक

२) कर विभाग

३) अतिक्रमण विशाग

आयुक्त मिरा भाईंदर महान्यरपालिका मुख्य कार्याक

4 BhD (312



द्यम निबंधक : सह दु.नि.ठाणे 7

दस्त क्रमांक : 11634/2620

नोदंगी: Regn:63m

गावाचे नाव: गोडदेव

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

10000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार 10000000

ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

(असल्यास)

1) पालिकेचे नाव:मिरा-माईदर मनपा इतर वर्णन ः, इतर माहिती: मौजे गोडदेव,झोन नं. एम,उपदिभाग க. 3/18,जुना सर्वे क्र. 361,नवीन सर्वे क्र. 80,हिस्सा क्र. 3,4,जुना सर्वे क्र. 360,नवीन सर्वे क्र. 65,हिस्सा क्र. 1,2,सदनिका क्र. 503,पाचवा मजला,लीना हाइट्स,मिरा भाईंदर रोड,मिरारोड पूर्व,ता. जि. ठाणे 401 107, चे क्षेत्रफळ 1288 चौरस फुट बिल्टअप आहे. यु. एल. सी. दराप्रमाणे 781 गुणिले क्षेत्रफळ 1288 एकण 10,05,928/-आणि अधिक सुविधाचे करारनामा 89,94,072/-. एकूण गोबदला 1,00,00,000/- आहे तसेच सदर दस्तात नमूदकेल्याप्रमाणे ((Survey Number : जुना सर्वे क्र. 361, नवीन सर्वे क्र. 80, हिस्सा क्र. 3, 4, जुना सर्वे के. 360, नवीन सर्वे के. 65, हिस्सा के. 1, 2;))

(5) क्षेत्रफळ

1) 1288 चौ.फूट

(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 लीना बिल्डर्स चे प्रो. प्रा. दिलीप लालचंद पोरवाल तर्फे कु. मु. म्हणून धुलचंद एस. जैन - -वय:-46; पत्ता:-प्लॉॅंट नं:-, माळा नं:-, इमारतीचे नाव: भैरव श्रुष्टी बिल्डिंग, 150 फुट रोड, भाईंदर पश्चिम., ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-AADPP3264G

(8)दस्तऐवज करुन घेणाऱ्या पक्षकाराचे व र्किवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-थोमस एन्थोनी पिंटो - - वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-01, अशोक नगर, उत्तन रोड, दत्त मंदीर जवळ, भाईंदर पश्चिमः, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. िपन कोड:-401101 पॅन नं:-AMSPP9913B

2): नाव:-एल्विरा थोमस पिँटो - - वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-01, अशोक नगर, उत्तन रोड, दत्त मंदीर जवळ, माईंदर पश्चिम:, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-401101 पॅन नं:-BNAPP3854R

(9) दस्तऐवज करुन दिल्याचा दिनांक

22/12/2020

(10)दस्त नोंदणी केल्याचा दिनांक

23/12/2020

(11)अनुक्रमांक,खंड व पृष्ठ

11634/2020

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

300000

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

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

