बालील प्रमाणे 🕏 वेतन्त्री को 90000 -नों रण को 9 -ગ∘ંચ, જો योः यः গদুক্তন নৰৰ 🗲 2-9 रु चार को AT ISEE TRUE AZ ∙ाय ः की टपाल फो चे 28 सारवेस 9 90020=00 एक्ण की चे दरम्यान किवेडी द्रुय्यम निबंधक यांचे **क**रे**रे**। बागुन दिला. दुय्यस निब्धक 1. Hip Hqs द्रुय्यम (नज्धक भिवंडी General Stamp Office PBIA91 \mathbf{E} \mathbf{E} N т. \mathbf{E} м R G : gounga VALUATION AT GOVT. RATE RS. 10,47,000/-GENERAL STAMPS AFFIXED AT RS. 83 800/--ACTUAL TRANSACTION AT RS. 10,47,000/- . DEED 0 F CONVEYANCE is THIS made and entered in to at Bhiwandi on this day of 244 September 1996 BETWEEN 8 ADHESIVE c-1 8 38002 S. V. Tembull car.

Fort : 201

Proper Officer, General Stamp Office, Mumbal.

M/S. ARIHANT DEVELOPERS, a partnership Firm, duly registered with Indian Partnership Act,1932, having it's office at 102/108, Jagannath Chawl, Fanas Wadi, MUMBAI -400 002., constituted by it's partner (1) SHRI DILIP PHOOLCHAND JAIN, H.U.F. through it's Karta SHRI DILIP PHOOLCHAND JAIN & (2) SHRI SURENDRA P.KACHHARA H.U.F. through it's KARTA SHRI SURENDRA P.KACHHARA both of Mumbai, Indian inhabitants & through it's partner SHRI DILIP PHOOLCHAND JAIN of Mumbai, hereinafter called THE BUILDERS " (Which expression shall unless repugnant to the context or meaning thereof be deemed to include the partners or partner for the time being of the said firm the survivors or the survivor of them, their heirs, executors, administrators and assigns.) of the FIRST PART. AND

SHRITSHRIMATI/MESSERS. AGARINAL METAL COMPANY. Hisough it's postnes misital kuiyas Agaswal age 49 years. Occupation Business of 107. Thakusdwas Road, MUMBAI-400 002.

hereinafter called the " PURCHASER / PURCHASERS " (Which expression shall unless it be repuganant to the context or meaning thereof deemed to include his/her/their heirs, executors, administrators, and assigns) of the OTHER PART.

WHEREAS the VENDORS have purchased plots of land from SHRI EKNATH VITHHAL PATIL, bearing S.No.52, Hisa No.5(part), at Village- Val, admeasuring area about 3800 Sq.Mts., vide SALE-DEED duly registered with the Sub-Registrar,Bhiwandi on 15/04/1995, bearing it's serial No.1616, From SHRI RAMJI MAVJI PATEL & SHRI MANILAL NARAYAN PATEL, bearing S.No. 52, Hisa No.4 (part), at Village-Val, admeasuring area about 3400 Sq.Mts., vide SALE-DEED duly registered with the Sub-Registrar, Bhiwandi on 07/06/1995, bearing it's Serial No. 2530, From Shri Eknath Vithal Patil, bearing S.No. 53, Hisa No.1 (part) & S.No. 53, Hisa No.2(part), at Village-Val, admeasuring area about 3540 Sg.Mts., & From Shri Bhalchandra Harku Bhoir, bearing S.No.53, Hisa No.1(part), at Village-Val, admeasuring area about 530 Sq.Mts., vide SALE-DEED duly registered with the Sub-Registrar, Bhiwandi on 14/12/1995, bearing it's Serial No. 5661. AND FROM SHRI VITHAL KASHINATH CHOUD-

Eart - 267 51

HARI, SHRI RATAN KASHINATH CHOUDHARI & SHRI KASHINATH CHOUDHARI THE VENDORS HAVE TAKEN LAND FOR THE DEVELOP-MENT VIDE DEED OF DEVELOPMENT DTD.17/05/1996, bearing it's Survey No.52, Hisa No.2 (part) admeasuring area about 2200 sq.Mts. AND WHEREAS abovementioned lands are adjoining and adjacent to each other.

AND WHEREAS the vendors have constructed R.C.C. building consisting of Ground & upper floor on the said land after obtaining necessary approval from competant authority and on the said land vendors have constructed Commercial Godowns on the ground floor & office premises on the upper floor. AND WHEREAS Grampanchayat Val, have allotted House No.181, 182, 183, 184 & 185.

AND WHEREAS the purchaser/s is/are being in need of Commercial Godown/ Office of the Ground/upper floor of the said land, approached the vendor to purchase such Godown No. <u>18</u> on Ground/upper Floor of House No. 184, 182/,⁷183, 184, 185, built-up area of which is about <u>2080</u> Sq. Fts. and Office No. <u>18</u> on Ground/upper floor, of House No. 184, 182/,⁸183, 184, 185 built-up area of which is <u>637,50</u> sq.fts., totally admeasuring area

PAGE NO. 5 about <u>2617-50</u>Sq.Fts., which is more particularly described in the SCHEDULE B hereunder for the consideration of Rs. 10,47,000/=. +=(Rupees Ten lakh forty -leven thousand _____ Only) on the following terms and conditions.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That for a consideration of RS. 10, H7,000/=. F. (Rupees Ten lakh bosty-liven thousand — only) the vendor has sold, conveyed, transferred the said Godown No. <u>/8</u> on the Ground/upper Floor of House No. 184, 182, 183, 184, 185 & office No._______ on the Ground/upper floor of H.No.181,182/,183,184,185,at Village-Val,Taluka - Bhiwandi, Dist:-Thane to the purchaser/s on ownership basis.

2. The purchaser/s has paid the consideration amount of RS. 10,447,000/2. f=(Rupees Ten lakhbosky liven thousand Only) to the vendor for the saidGodown/office as per details given below :

Date Ch. No. Bank. Amin 02.05.96. 743670 O.B.C., MUM.Br. 2,50,000/=. 1,00,000/=. 26.06.96, 743780. 1,00,000/= . 2,00,000/= . 23.07.96. 755620. ->> -06.08.96.755635. ->>-13,000/= . BN.

(the vendor doth hereby admit and acknowledge the receipts of consideration amount from the purchaser as per details above for the said Godown/office sold hereby.

The vendor hereby acquit, release and discharge their all rights, claims, lawful intrest, title...etc. and pass the possession of the said Godown/office sold hereby in favour of the purchaser forever.

4. The vendor further covenant with the purchaser/s that they are having good right, absolute title and authority to grant, convey, assign, sell and trasnfer the said Godown/office particularly described in the SCHEDULE `B'.

The vendor further covenant to sign and execute any application, deed, document ..etc.made by the purchaser for mutuation of name in records of rights and will give necessary statements if any required for trasnferring the said property sold hereby in favour of the purchaser/s. The expenses of the same shall be borne and paid by the purchaser/s alone.

The vendor has paid all taxes and charges pertaining to the said Godown/Office sold hereby upto the date of possession and liable to pay the same if any remains to be paid upto the date of possession and the purchaser/s shall pay the taxes and charges pertaining to the said Godown/Office, sold hereby to the concerned Authority from the date of possession.

The vendor further covenant that they 7. will indemnify and keep indemnified and harmless to the purchaser against any defect in the title of the property sold hereby.

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PAGE NO. B

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9.

The purchaser/s have satisfied themselves regarding the quality of construction and measurement of the said Godown/office and also the amenities provided therein and have no right to complain for the same.

The purchaser shall not do or permit to do to be done any act or ommission which is likely to cause nuisance or annoyance to the other owners and occupants of the other Godowns/offices or neighbouring buildings.

10. The vendor covenant to obtain the certificate U/s230 A(1) of the Income-Tax Act, 1961, within three months from the date of registeration.

11. The purchaser/s shall be entitled to the common areas such as compound, common passages...etc.

12. The purchaser/s shall neither demolish nor cause to be demolished any part or portion of the said premises and the building wherein the said premises are situated nor make or cause to be made any alterations or addition to the said building.

13. The purchaser/s shall not construct anything in common passages or on the open balconys attached to their premises and keep the same always pen to the sky.

14. The purchaser shall be bound to sign, seal, execute and deliver all documents, deeds, writings, forms and papers and do all other things as the vendors may require them to do for safeguarding the said proeprty.

15. The purchaser shall from the date of this deed maintain said Godown/office at his own cost in good and tenable repairs and conditions and shall not do or suffer to be done anything in or to the said building which may be against the rules of Grampanchayat or any other authority, nor purchaser shall change, alter or make any additions in or to the building. The purchaser shall be responsible for any breach of this provision.

PROVIDED AND ALWAYS if any disputes, differences or question at anytime hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presensts or concerning anything herein contained or arising out of these presents or as the rights, liabilities or the duties of the parties hereunder the same shall be referred to Arbitration of two persons one to be appointed by each party. The provisions of the Indian Arbitration Act shall apply.

SCHEDULE `A' ABOVE REFERRED TO :

All those pieces & parcels of Non-Agricultural Land lying & situate at Village- Val, Taluka, Bhiwandi, District, Thane, and Tahsil, Sub-Registeration & Sub-Division of Bhiwandi, & Registeration & Division of Thane bearing it's Survey No.s as follows :-

S.NO.s	HISA	NO.	AREA
52	5	(Pt)	
52		(Pt)	3800 SQ.MTS.
53		- 102 - 5	3400 SQ.MTS.
	1	(Pt) &	
53	2	(Pt)	3540 SQ.MTS.
53	1	(Pt)	0530 SQ.MTS.
5.0			-550 SQ.MIS.
52	2	(pt)	2200 SQ.MTS.

SCHEDULE "B" ABOVE REFERRED TO :

One Godown No. <u>18</u> on Ground/upper Floor of House No.184,182/,183,184,185,built-up area of which is about <u>2080</u> Sq.Fts. and Office No. <u>18</u> on Ground/upper Floor, of House No.184,182/,183,184,185

built-up area of which is $537 \cdot 50$ Sq.Fts., totally admeasuring area about $2617 \cdot 50$ Sq.Fts., at Village-Val, Taluka, Bhiwandi, Dist :-Thane & Sub-Registeration & Sub-Division of Bhiwandi, Registeration & Division of Thane, and the said Godown/office is bounded as follows :

ON OR TOWARDS BAST :- 40' 64. Road. ON OR TOWARDS WEST :- Land ON OR TOWARDS NORTH :- Godown No. 17. ON OR TOWARDS SOUTH :- Godown No. 19.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands & seal at Bhiwandi on the day and year written hereinabove.

भाषाकर काम्यता लग (२२१ स लागाव १६० व (१) जाण्डेल प्रयाण वष וור ושסויו הרושואו שלי או מפו שו 19019900 P AN INCOM

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अभील टुरण्य गिवधकास वाहारे सरलेले इनम निनिवदन करताल जी, स्रतऐवज करुन दणाऱ्या उपरोक्ज स्थिभास व्याक्तशः- जाणतात बाह्यि अदी बोळख पट्टविदाय.

क्री गगम डी जैल and zr. mast

मे जारेहत डेव्हलपक्ष<u> लफ</u>ि ची. दिलीप पुष्त्येद जीत CHU.F.) ALTIN, adulte मुंबर्ड

ন্দেঁৱৰজ কৰুন দ্বলায

ग्धाकथित ' 70212पठापर स्त्रैबच इडव दिल्याचे कबुल करताए

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