



दस्तक्रमांक व वर्ष: 8672/2010

Monday, December 20, 2010

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दुय्यम निबंधक: भिवंडी 1

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

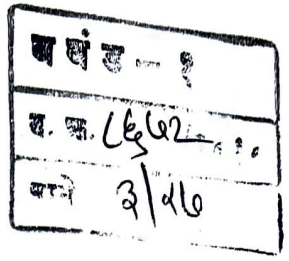
Regn. 63 m.e.

गावाचे नाव : निजामपुरा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 1,000,000.00
बा.भा. रू. 909,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 36/1ए व इतर सिटिएस क्र.: 4032/पै, 4038 वर्णन: मौजे निजामपुरा ता. भिवंडी (1/4वॉर्ड क्र2/5) येथील स.नं. 36/1-ए, 36/1 पै, 74/2 पै, 102 पै सि.स.नं. 4032 पै, 4038 प्लॉट नं. 6 या जागेवरील मरीना डॉवर्स -1, मिल्लत नगर, तिसरा मजला फ्लॉट नं. 301 क्षेत्र 82.61 चौ.मि. बांधीव
(1)82.61 चौ.मि. बांधीव
- (3) क्षेत्रफळ (1)82.61 चौ.मि. बांधीव
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. आर. के. बिल्डर्स तर्फे पार्टनर अशाफाक बशीर खरबे - -; घर/फ्लॉट नं: निजामपुरा भिवंडी; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: ---; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: F60.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) हबीब मेहंदी हसन खान (चौधरी) - -; घर/फ्लॉट नं: 1279, चौथा निजामपुरा, भिवंडी ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: F60.
- (7) दिनांक करून दिल्याचा 20/12/2010
- (8) नोंदणीचा 20/12/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 8672 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 32600.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 10000.00
- (12) शोरा



सह दुय्यम निबंधक, भिवंडी-१.



This Agreement is made on this 20th day of December 2010 (TWO THOUSAND TEN)

BETWEEN:

M/S. R.K. BUILDERS, a Partnership firm, having its Office at 62, 5th Nizampura, Bhiwandi through its Partner **SHRI ASHFAQUE BASHIR KHARBE**, hereinafter referred to as **THE VENDORS/DEVELOPERS/BUILDERS**, (which expression unless repugnant to the context or meaning there of be deemed to include their heirs, executors administrators and assigns etc.) Party hereto of the First Part AND

SHRI HABIB MEHDI HASAN KHAN (CHAUDHARY), Age 45 yrs., residing at 1279, River View, Millat Nagar, 4th Nizampura, Bhiwandi, Dist Thane hereinafter referred to as "**THE PURCHASER**" (which expression unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns etc.) of the Other Part.

WHEREAS the partners of the above said firm owned, seized & possessed and sufficiently entitled to the piece and parcel of N.A. Plot No. 3 & 4, Survey No. 36/1-A, 36/1-Part, 74/2-Part, 102-Part corresponding to C.T.S. No. 4032 Part, 4033 part & 4038 part totally adm. 1240 sq. mts. situated at mauje 4th Nizampura, Bhiwandi, Dist Thane. The above plot of Land were purchased by the partners vide registered Conveyance Deeds.

AND WHEREAS said land described in SCHEDULE "A" hereinbelow and stands in revenue records in the name of the Vendors as owners and person in possession thereof.

AND WHEREAS said land was converted into N.A. Land vide N.A. Order No. NAP/SAR/36/2002 dated 12/12/2002 by Collector, Thane.



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AND WHEREAS the Vendors/Builders with the intent to develop the said Land are constructing a R.C.C. Building on the said lands described in SCHEDULE "A" hereinbelow.

AND WHEREAS the plans and specification for constructing the said building have been got sanctioned by Bhiwandi Nizampur Municipal Council, Bhiwandi vide permission No. TP/104/Nizampura/2008-09 Outward No. J.K.N.R.V/50 dt. 18/04/2009 for construction on the above said Land. And the B.N.M.C. has given the permission to Construct Ground Plus upper Seven floors in the above said building.

AND WHEREAS The Vendors are constructing said building on said lands described in SCHEDULE "A" hereinbelow as per sanctioned plans and specification.

AND WHEREAS the said building shall henceforth always be known as MARINA TOWERS-I.

AND WHEREAS The Vendors are selling the Residential Flats in the said building on what is known as OWNERSHIP BASIS.

AND WHEREAS The Purchaser is being in need of Flat No. 301 on the Third Floor in the said building being Marina Towers-I, 4th Nizampura, Bhiwandi, the Carpet area whereof is 740.75 sq. fts (corresponding to super built-up area 1000 sq. fts.) approached the Vendors and expressed his willingness to purchase the said flat from the Vendors.

AND WHEREAS the Vendors have agreed to sell and convey said flat to the Purchaser particularly described in SCHEDULE "B" hereinbelow at or for the price of Rs. 10,00,000/- (Rupees Ten Lakh only) on the terms and conditions set forth hereinbelow.

NOW THIS AGREEMENT WITNESSETH and it is agreed by the between the parties hereto as follows:-



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1) That the Purchaser have already paid the sum of Rs. 2,00,000/ (Rupees Two Lakh Only) by Cash/Cheque as earnest money prior to the execution of these presents, and there is no separate receipt issued for the same and this being the part consideration of the above said flat and the receipt whereof the vendor do hereby admit and acknowledge. The balance consideration of Rs. 8,00,000/-(Rupees Eight Lakh only) shall be paid by the Purchaser to the Vendors within 90 days of the execution of these presents by their own sources and/or by obtaining housing financial assistance from Bank/Financial institution.

On the Purchaser committing default of payment of any amount due and payable by the Purchaser to the vendor under this agreement not notwithstanding what is stated in clause above (including it proportionate share of taxes levied by concerned authority and other outgoings) and on the Purchaser committing breach of any of the terms and condition herein contained the Vendors shall be entitled at their own option terminate this agreement.

PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by the vendors unless and until the vendor shall have given to the Purchaser 15 days prior notice in writing of its intimation to this agreement and of the specification breach or breaches of terms and condition in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within 15 days of receipts of such notice. Provided further that upon termination of this Agreement as aforesaid the Vendor shall refund to the Purchaser the installment of sale price of the Flat which may till then have been paid by the Purchaser to the Vendor and they shall not be liable to pay to the Purchaser any interest on this amount by the vendors the Vendors shall be at liberty to dispose off and

and the said flat to such person and at such price as the vendors may in their absolute discretion think fit.

The Vendor shall give possession of the said flat to the flat Purchaser after sanctioning of the Bank loan and after full and final payment only.

