

23

GALA - 9

16 DEC 1998

TIR - 2 Repairs

(402)

TIR Botto Law Cell

Date 25/11/2021

Documents

(1)

25/11/21

(1)

वीर-सहित नगरपालिका
मुद्रांक २०१५/१५५५
सदरमुकाम

10-9

GALA 9

सोमेश्वर ११

DEEPIK K. KOTHIARI
KOTHIARI & COMPANY
201/1, 2ND FLOOR, BANGALORE ROAD
NEW DELHI - 110001

२७२२१०१६१०१०
२०२१०१०१ २२०१६

9

S.D. 70000/HT
EV10

पावती क्र.

मीरा - भाईंदर नगरपालिका
मुद्रांक शुल्क १/२% टक्कासाठी
तहकूब.

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक २५२०/२६

दिनांक १६/१२ सन १९ २६

दस्तऐवजाचा प्रकार-

घोषणापत्र २२, २३५०००८

सादर करणाराचे नाव-

००००००८

खालीलप्रमाणे फी मिळाली:-

श्री. जगदुभाई

नोंदणी फी

नक्कल फी (फोलिओ

२५) २०१२

रु.	पै.
००००८	
९२५८	
९८	
२८	
२८	
९२८	
	५
	०९८८

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा जापने for S. Kumar Industries

शोध किंवा निरीक्षण

दंड-कनम २५ अन्वये



Proprietor

कलम २४ अन्वये

प्रमाणित नक्कल (कलम ५७) (फोलिओ)

इतर फी (मागोव) (कलम ५७) (फोलिओ)

Received Regn. fee by ...
Demand Draft / Pay Order vide No. 45 dated 16/12/2021
Payee bank ...
Rs. 7422
(Subj: ...)
(मरण: ...)

दस्तऐवज

नक्कल

रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवली जाईल. निबंधक राधे क. १

हवाली करावा.

सादरकर्ता

No 9

नमुना म. को. नि. ६
(नियम ११२ पहा)

सर्वसा. २६-म
Gen. 26-M.

चलन क्रमांक

या टिकाणच्या कोषागारात/उपकोषागारात भरण्यात आलेल्या रोख रकमेचे चलन
भारतीय स्टेट बँकेमध्ये/भारतीय रिझर्व बँकेमध्ये

pho. 2587

भरणा करणाऱ्याचे नाव/भरावयाचे	विभागीय अधिकार्याने किंवा कोषागाराने भरावयाचे	कोषागाराने/उपकोषागाराने/भारतीय रिझर्व बँकेने/ भारतीय स्टेट बँकेने/हेद्राबाद स्टेट बँकेने भरावयाचे
जिच्यावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नांव/पदनाम आणि पत्ता	लेख्यांचे वर्गीकरण विभाग प्रधानशीर्ष : ००३० नोंदणी व मुद्रांक उपप्रधानशीर्ष : गौणशीर्ष : 02/800 PENALTY	रक्कम मिळाली ₹. 3500 रुपये (आकड्यांत) Three thousand रुपये (अक्षरी) Five hundred and
भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश	संगणक संकेतांक 5 3 0 0 1 0 5-02	कोषापाल : लेखापाल :
भरणा केलेली रक्कम रुपये 3500 अक्षरी) Three thousand Five hundred only	बरोबर आहे, पैसे स्वीकारावे व पावती द्यावी. रक्कम निबंधक ठाणे ब. व	कोषागार/उपकोषागार/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हेद्राबाद स्टेट बँकेने भरण्यात आलेल्या रकमेचा खातापत्र ठाणे मुख्यालय (Mumbai)
भरणा करणमस्यची स्वाक्षरी दिनांक 14/6/99	दिनांक • स्वाक्षरी	दिनांक/विवरण/का. नं. दिनांक/विवरण/का. नं. दिनांक/विवरण/का. नं.

येथे कोषागारात/बँकेत रक्कम भरणा करण्याबाबत आदेश देणाऱ्या अधिकार्याचा रबरी शिक्का ठसवावा.

(कृ. मागे पहा)

①

①

04/02/1994

Imp

(R)

AGREEMENT FOR SALE
DATED THIS 4TH DAY OF Feb 1994

M/S SATYASAI ENTERPRISES

AND

MR. P. P. S. / M/S. L. J. GOTI
PROP. S KUMAR INDUSTRIES

ADDRESS Flat No. 302, A/4 Shanti Nagar, Section VI
MIRA ROAD, Dist. THANE

Lise

AGREEMENT IN RESPECT OF

GALA NO. 9 ON THE 5th FLOOR

IN

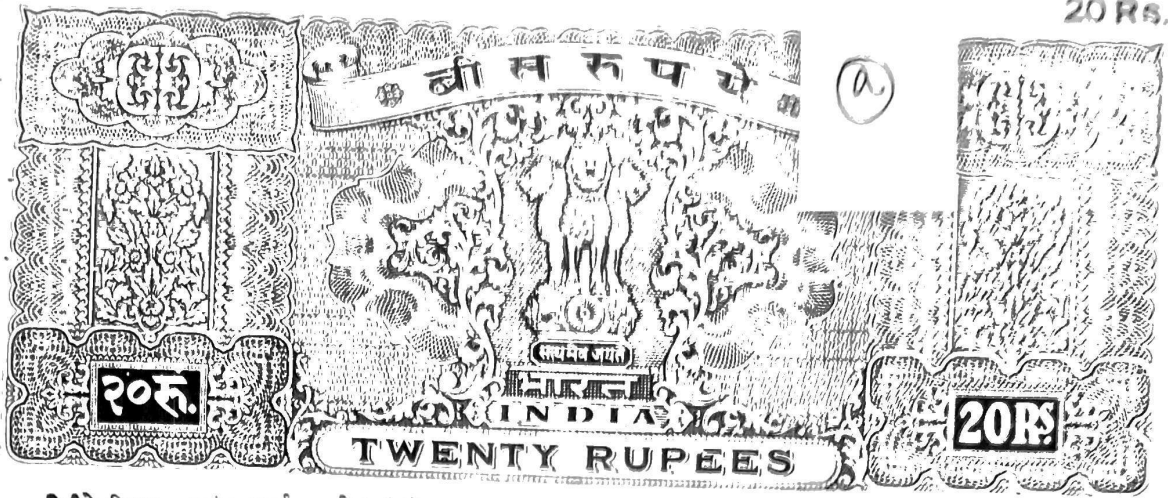
Saty Sai Ind. Estate

7000/-
1251/-
17/-

②

7142/-

M/S. SATYASAI ENTERPRISES
103, POOJA, GFEYANJALI HAGAR
STATION ROAD,
BHAYANDAR (WEST)
DIST - THANA 401 101.



बिम्बीचे ठिकाण - ... शहर (प.)

अनु 11011 20...

S. Kumar... Ind.

L. J. Gati

दिनांक

Labubhai
 (श्री. के. डी. चावडे)

182 DEC 1998

DEED OF DECLARATION

I, SHRI LABUBHAI J. GOTI M/S S. KUMAR INDUSTRIES adult, residing at, Flat No. 302, A/4 Shanti Nagar, Sector No. VI, Mira Road (East) Dist:- Thane 401 105 do on solemn affirmation state and declar that. I/We intend to record the purchase of a Gala No. 9 on Ground Floor Purchased by me/us under Agreement dated 04th February 1994.

For S. Kumar Industries ...1.

Labubhai J. Goti
 Proprietor

टनन-४
२५८० १२९
१९९४

I/We say that M/S SATYASAI ENTERPRISES having address at 103, Pooja, Geetanjali Nagar, Station Road, Bhayander (West), Dist:- Thane was/were not available consequently I/We have not registered the said Agreement Dated 04th Febuary 1994 executed by me/us with the said M/S SATYASAI ENTERPRISES

The said M/S SATYASAI ENTERPRISES agreed to sale Gala No. 9 on Ground Floor admeasuring 1175 sq. ft. Built Up/Super Built Up/Capet area in property Known as "STYASAI INDUSTRIAL ESTATE" comrising Survey No. 49, Hissa No. 2 & 4 Ward No. M at Mouje Goddeo Taluka and District Thane. Registration Sub-District Thane. for the price or consideration of Rs 2,35,000/- (Rs. Two Lac Thirty Five Thousand Only)

I/We say that the said M/S SATYASAI ENTERPRISES entered into an agreement for sale Gala No. 9 on Ground Floor admeasuring 1175 sq. ft. Built up/ Super Built up/Carpet area in Property Known as "SATYASAI INDUSTRIAL ESTATE" at Mouje Goddeo, Bhyanader and



..3.

(11/11/94) १०/११

1111

more particularly described in the Agreement for sale dated 04/02/94 which is attached to this declaration as Annexure "A" I/We say that the Agreement for sale dated 04/02/94 was not registered for registration as its registration is optional under section 18 of the Registration Act., 1908.

I/We say that I/We now intend to registered the said Agreement dated 04/02/94. I/We am/are aware of the fact that the said Agreement cannot be lodged for Registration today, as it is time barred under the provisions of section 25 of the Indian Registration Act., 1908.

I/We further say that the said M/S SATYASAI ENTERPRISES are neither available nor cooperative for lodging the said agreement dated 04/02/94 with confirmation deed.

I/We feel it is absolutely necessary to bring the fact that the said M/S SATYASAI ENTERPRISES had entered into an Agreement for sale of Gala No. 9 on Ground Floor admeasuring 1175 sq. ft. Built up/Super

..4.

G.M. D. 8/2/97

: 4 :

Built up/Carper area at Mouje Goddeo , Bhayander Taluka and District Thane. on the date _____ on the records of Government and therefore.

I/We am/are execution this deed of declaration.

SCHEDULE OD PROPERTY

All that piece and parcel of Gala No. 9 on Ground Floor admeasuring 1175 sq. ft. Built up/Super Built up/Carpet area in property Known as "SATYASAI INDUSTRIAL ESTATE" comprising Survey No. 49, Hissa No. 2 & 4 , Ward No. M being lying and situate at Mouje Goddeo , Bhayander Taluka and District Thane and within the limits of.

I/We say that what is stated herein above is true and correct to the best of my/our knowledge and belief.

Dated this 16th day of December 1998.

WITNESSES

1) *te*

2) *ma*

Declarant,

(SHRI. LABUBHAI J. GOTI.)
M/S S. KUMAR INDUSTRIES

For S. Kumar Industries



Labubhai J. Goti
Proprietor

टनन-५
२५८०. ३२३
१९९६

ट न न - ४
2410-4123
१९९८

अनुक्रम नंबर 2410/१९९८
सन १९९८ चे डिसेंबर
चे २६ तारखेस ३ व २
ने परम्यान ठाणे, ४ चे
बुधयम निबंधक यांचे कचेरीत आणून विला.
(11/11/98) १९.१५.९८

खालील नं. ३५ 1981521९९८
खासिल प्रमाणे
फी घेतली
नोंदणी फी
नकस फी ७०००/-
(फोतीजो / पाने) १२५/-
शेरे नकस फी
रुजयात फी १२/-
फाईलींग फी ११/-
टपाल २१/-
११/-
एकुण ७९४२/-

(Signature)
बुधयम निबंधक ठाणे क. ४

(Signature)
बुधयम निबंधक ठाणे क. ४

मे. एस. कुमार वंडरशीम डेवर
नेरुळी श्री. वल्लुभाई जे. भोरि
सतान: क्यारवा. ६. फाटका
* वस्तऐवज कचन बेणार रोड. म्दिरेर

१५६ वी. खणी
खतान नोकरि क. म्दिरेर
२३ श्री प्रमोद कोरे
खतान नोकरि म्दिरेर

असे नियेबन करीत आहेत की,
वस्तऐवज कचन बेणा-या सपर
निविपु इसमास ध्यवतीश: ओळखतात
व त्याची ओळख एटयितात.
K. H. North. Ramani
② Road
विनाक ३९ माहे ३२ १९९८

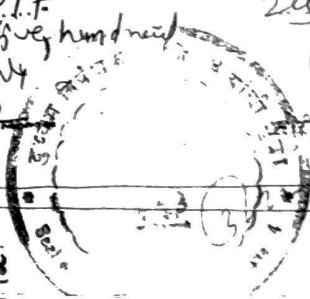
तथाकथित द्वोयभाषण
वस्तऐवज कचन विल्याचे कबुल
करतात.
(11/11/98) १९.१५.९८

(Signature)
बुधयम निबंधक ठाणे क. ४

Recovered Misa Bhayander
Municipal Council 1/2 %
Stamp Duty Rs. 3500/-
(Three thousand five hundred)
in S. R. I. Thane only
via challan No. 52
Dt. 14/6/99

बुस्तक क्रमांक 2410
क्रमांकावर नोंदळा
बुधयम निबंधक, ठाणे-४.
मोदी १९ माहे १२ सन १९९९

(Signature)
बुधयम निबंधक ठाणे क. ४



100Rs



Impounded under section 44
of Bombay Stamp Act 1958

Collector of Stamps, H. N. S.

21923
S. N.

Agarwal

16 SEP 1993/4/1/150

ST-8

2466 0233

122



ARTICLES OF AGREEMENT made at Bhasandar on the
4TH day of Feb. 1994 Between M/s. SATYASAI
ENTERPRISES a Partnership firm, incorporated under
Indian Partnership Act 1932 and carrying on
business at 103, POKH, Dastanfall Nagar, Station
Road, Bhasandar (W), Dist. Thane, PIN 401 101
and another called "The Vendor" (which expression
shall unless repugnant to the context or meaning
thereof be deemed to mean and include the partners
or partner for the time being of the said firm and
their respective heirs, executors, administrators and
successors) of the ONE PART and Shy. L. J. GOTI
Prop. S. KUMAR INDUSTRIES

hereinafter called "The Purchaser/s" (which

2/11/76 10,000
5/10/96
(b)

Shri/Smt. L. J. Joti
of B.H.R. has paid an amount
of deficit stamp duty of Rs 6,990/-

40-423
S.S.C.

.....only
and penalty of Rs 250/-
only in the State Bank of India.
Branch Thane vide Challan No 32
dated 31/1/96



Certified u/s 41 of the Bombay
Stamp Act, 1958 that the full stamp
duty of Rs 70,000/-
only has been paid in respect of this
Instrument. 3525/31393
Subject to the Provision of
Sec. 53A of Bombay Stamp Act, 1958

[Signature]
Collector of Stamps, **THANE**
1/3/96

to be paid, full and include, by the them
to the respective service of the other. Using
the name, executives and administrators of the
the supervisor, their heirs or their assignees) of the
OTHER PART.

WHEREAS :

1. Deed of Agreement of sale dated
9th day of December, 1991 the Vendors have
purchased the plot of land freehold tenure subject
to payment of usual N.A. assessment to Government
and situated at Village Bhayandar (E) bearing S.No.
49 H.No. 2 & 4 and survey No.49 H.No.5/4 & 3 and
measuring approx. 1631 Sq. yards or thereabout
within the registration sub-district of Thane
District.

2. The vendors propose to sale the Gala in the
building on ownership basis.

रज. नं.
 २५७ - २१३
 Gala ११३८

3. The Purchaser have agreed to acquire
 No. (9) of 1175 Sq. Ft. ^{Super built up} as per his/their
 own convenience on the terms and conditions
 hereinafter appearing.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY
 AGREED by and between the parties hereto as follows:

1. The party of the First part are constructing
 the said building on the said plot in accordance
 with the plans and specifications which have been
 kept at the building site for inspection and which
 the party of the second part has seen and approved
 and also agreed that the party of the first part
 may such variations, changes and modifications
 therein as may be required to be done by the
 Government, the Gram Panchayat or any other local
 authority.

2. The party of the second part has prior to
 the execution of this Agreement satisfied
 himself/herself/themselves about the title of the
 party of the first part to the said plot. The
 party of the second part shall not be entitled
 further to investigate the title of the party of
 the first part and no requisition or objection
 shall be raised on any matter relating thereto.

3. The party of the second part hereby agrees to
 acquire Gala No. (9) of 1175 Sq. Ft. as
 per his/their own convenience on the
 ground floor of the said building as per the plans
 and specifications seen and approved by him, at
 lumpsum price of Rs. 2,35,000/-

(Rupees
 Two lakh thirty five thousands only) and the



Agreement 90/23
588c

... shall be paid in the manner ...
a) By payment of Rs. 1,85,000/- on the execution
of this Agreement.

b) By making the following part payment towards
the balance of the purchase price which part
payment shall be made in the manner and by
installments specified below for which no separate
notice will be given:

(i) Rs. — as 1st installment on or before

(ii) Rs. — as 2nd installment on or before

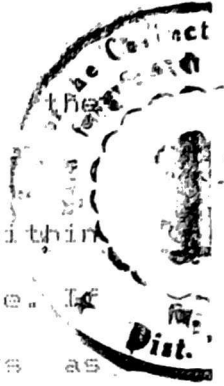
(iii) Rs. — as 3rd installment on or before

(iv) Rs. 50,000/- against delivery of the
possession of the premises. before 30-6-97

(c) All part payments shall be made within
seven days from the date of the installment due. If
any Gala holder fails to pay the arrears as
aforesaid, the party of the first part will be
entitled to forfeit the amounts previously paid by
such defaulting Gala holder who shall lose all
rights, title and interest in the Gala agreed to
taken up by him/her/them.

4. The party of the first part agreed to hand
over the possession of the said Gala to the party
of the second part by the end of the month

19 subject however to the
availability of cement, steel or other building
materials and subject to any not of God such as
earthquake, flood or any other natural calamity,
act of enemy, war or any other cause beyond the
control of the party of the first part.



एनन-४

2440-99/33

no. 99C

5. The party of the second part shall have no claim save and except in respect of the particular Gala hereby agreed to be acquired i.e. all open spaces, parking places, lobbies, etc. will remain the property of the party of the first part until the whole property is transferred to the proposed co-operative Housing Society or a limited company as hereinafter mentioned but subject to the rights of the party of the First Part as mentioned in clause 3 herein.

6. The party of the first part shall have right until the execution of the conveyance in favour of the proposed society or limited company to make additions, put up additional structures as may be permitted by Panchayat and other competent authorities such additions, structures and stories will be the sole property of the party of the first part who will be entitled to dispose it off in any manner they choose and the party of the second part hereby consents to the same.

7. Provided that the party of the first part does not in any way affect or prejudice the rights hereby granted in favour of the party of the second part in respect of the Gala agreed to be purchased by the party of the second part, the party of the first part shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and interest in the said land, hereditaments and premises and the building constructed and hereafter to be constructed thereon.



Ayco 92/33

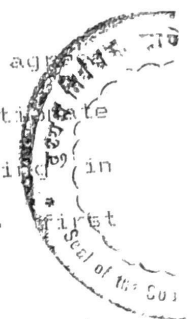
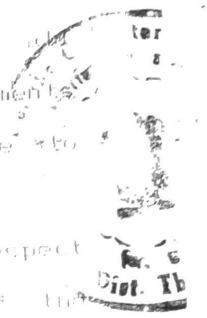
... notified by the
... complete each of the
Gala holder including the party of the second
part shall ... the respective arrears of price
payable by them within seven days of such notice
if any Gala holder fails to pay the arrears
aforesaid, the party of the first part will be
entitled to forfeit the amounts previously paid by
such defaulting Gala holder who shall lose all
rights, title and interest in the Gala agreed to be
taken by him/her/them.

9. Under no circumstances possession of the Gala
shall be given by the party of the first part to
the party of the second part unless and until
payments required to be made under this Agreement
by the party of the second part have been made to
the party of the first part.

10. The party of the first part shall in respect
of any amount to be paid by the party of the
second part under the terms & conditions of this
agreement have a first lien and charge on the said
Gala agreed to be acquired by the party of the
second part.

11. The party of the second part hereby agree
to contribute and pay his/her/their proportionate
share towards the costs, expenses and outgoing in
respect of the matters specified in the first
schedule hereto.

12. So long as each Gala in the said building
shall not be separately assessed for Gram Panchayat
and other taxes, assessments charges and water
charges etc. the party of the second part shall pay
a proportionate share of such taxes, assessments



AYLU 92/23

8. As soon as the building is notified by the party of the first part as complete each of the Gala holders (including the party of the second part) shall pay the respective arrears of price payable by them within seven days of such notice, if any Gala holder fails to pay the arrears as aforesaid, the party of the first part will be entitled to forfeit the amounts previously paid by such defaulting Gala holder who shall lose all rights, title and interest in the Gala agreed to be taken by him/her/them.

9. Under no circumstances possession of the Gala shall be given by the party of the first part to the party of the second part unless and until all payments required to be made under this Agreement by the party of the second part have been made to the party of the first part.

10. The party of the first part shall in respect of any amounts to be paid by the party of the second part under the terms & conditions of this agreement have a first lien and charge on the said Gala agreed to be acquired by the party of the second part.

11. The party of the second part hereby agree to contribute and pay his/her/their proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the first schedule hereto.

12. So long as each Gala in the said building shall not be separately assessed for Gram Panchayat and other taxes, assessments charges and water charges etc. the party of the second part shall pay a proportionate share of such taxes, assessments

244-8
2440-9823
988C

charges, rates including the water tax and rate assessed on the whole building, such portion to be on the basis of each flat in the said building being of equal unit value. The party of the second part shall regularly and without making any fault pay on or before the 5th of each calendar month in advance a sum of Rs. _____ per month provisionally towards payment of such taxes assessments, water charges etc. and also towards the cost charge and expenses mentioned in column No.31 below :

13. The party of the second part hereby agrees that in the event of any amount by the way of premium to the Gram Panchayat or the state government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the party of the second part to the party of the first part in proportion to the area of the Gala agreed to be purchased by the party of the second part and in determining such amount shall be conclusive and binding upon the party of the second part.

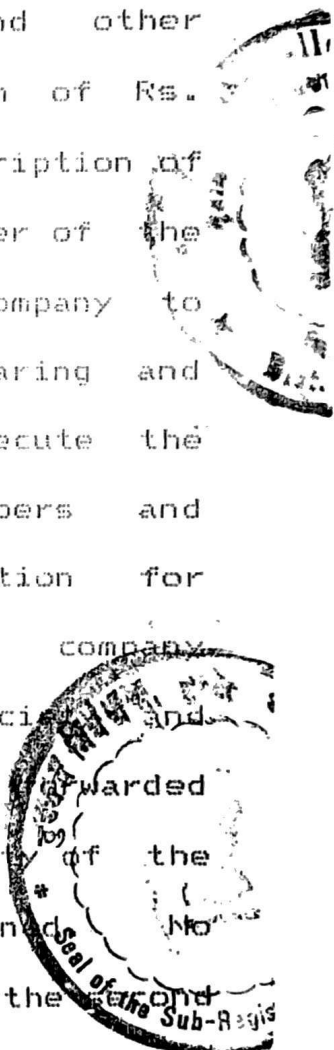
14. The party of the second part shall maintain at his/her/their own costs the Gala agreed to be acquired by him/her/them and shall abide by all bye/laws, rules and regulation of the Government, Gram Panchayat or any other authorities and local bodies and shall attend, answer and be responsible for all notices violations of any of the conditions or rules or bye/laws and shall observe and perform all the terms and conditions contained in this agreement.



24/11/2013
2

15. The party of the second part hereby agrees to pay all the amount payable under the terms of this agreement as and when become due and payable time to time in this respect being the essence of the contract. Further, the party of the first part is not bound to give any notice requiring such payment and failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due date.

16. The party of the second part hereby agrees to deposit to the party of the first part a sum of Rs. _____ as Gram Panchayat taxes in advance and sum of Rs. _____ towards legal and other expenses of general nature, and a sum of Rs. _____ for membership fee and subscription of shares and further undertake to be a member of the co-operative Housing Society or Limited Company to be formed in the manner hereinafter appearing and also from time to time sign and execute the application or registration, other papers and documents necessary for the formation for registration of the society limited company including the Byelaws of the proposed society and return within ten days of the same being forwarded by the party of the first part to the party of the second party duly filled in and signed. No objection shall be taken by the party of the first part if changes or modifications are made in the co-operative society or other competent Authority. This agreement shall be deemed to be an application by the party of the second part to be a member of such proposed society or limited company. All the deposits mentioned herein shall be paid on demand and before taking possession in any case.



2400- 24/23
989C

17. The party of the second part shall be bound from time to time to sign all papers and documents and to do all other things as the part of the first part may require him/her/their to do from time to time for safeguarding the interest of the party of the first part and other purchasers of gala in the said building. Failure to comply with the provision of this clause will render this Agreement ipso facto void and the earnest money paid by the party of the second part shall stand forfeited to the party of the first part.

18. The party of the second part hereby covenants to keep the Gala walls and partition walls, drains pipes and appurtenances thereto belonging in good tenantable repair and condition and in particular so as to support, shelter and protect the parts of the building other than his/her/their Gala.

19. That the party of the second part shall not let, sublet, sell, transfer, convey, mortgage or create charges or in any way encumber or deal with or dispose of the said Gala nor assign, underlet or part his/her/their interest under or the benefit of his Agreement of any part thereof till all his/her/their dues of whatsoever nature owing to the party of the first part are fully paid and only if the party of the first part are fully paid and only if the party of the second part has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement and until the party of the second part obtains previous, consent in writing of the party of the first part.

244-8
2440- 98/R3
9086

20. The party of the second part shall permit the party of the first part or society and their executors or agents with or without workmen and others to enter into and upon the said Gala or any part thereof to view and examine the state and condition thereof and to make good within three months of the giving of such notice, all defects decays and want of repair of which notice in writing shall be given by the party of the first part or society to the party of the second part.

21. The party of the second part shall not use the Gala or permit the same to be used for any purpose whatsoever other than as a private dwelling house or shopping premises as the case may be, but shall not use the same in any manner for any purposes which may or is likely to cause nuisance or annoyance to occupiers of the other Gala in the building or to the owners or occupiers of the neighboring properties not for any illegal or immoral purposes.

22. The party of the second part will not at any time demolish or cause to be demolished the Gala agreed to be taken by him/she/them or any part thereof nor will be at any time make or cause to be made any additions and/or alternations of whatever nature to the said Gala in any part thereof. The party of the second part shall not permit the closing of verandahs or lounges or balconies or make any alternations in the elevation and outside colour scheme of the Gala to be acquired by him/her/them.



टनन-४
२५८०-१०/२३
१९९८

23. The party of the second part shall not throw dirt, rubbish raga or other refuse or permit the same to be thrown in his/her/their Gala or in the compound or any portion of the building.

24. That the said building shall always be known as _____ and the name of the co-operative Housing Society or Limited Company to be formed shall bear the name _____ CO OPERATIVE HOUSING SOCIETY LTD. and this name shall not be changed without the written the permission of the party of the first part.

25. After the building is complete and ready and fit for occupation and after the society or Limited Company is incorporated and registered and after all the Gala in the said building have been sold and disposed of by the party of the first part and after the party of the first part has received all dues payable to them under the terms of the Agreement with various Gala Holders, the party of the first part shall execute an assignment in favour of the said society or limited company.

26. In the event of the society or limited company being formed and registered before the sale and disposal by the party of the first part of all the Gala in the said building, the powers and authority of the society so formed or of the party of the second part and other purchasers of the Gala shall be subject to the overall authority and control of the party of the first part overall and any of the matters concerning the said building, the constructions and completion thereof and all



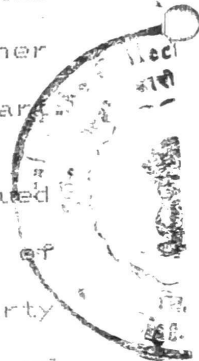
Ryco 10133

and the party of the first part shall have absolute authority and control in regards the unsold Gaia and the disposal thereof.

27. Any delay or indulgence by the party of the first part in enforcing the terms of this Agreement or any forbearance or giving of time to the party of the second shall not be considered as a waiver on the part of the party of the first of any breach of non-compliance of any of the terms and conditions of this agreement by the party of the second part nor shall the same in any manner prejudice the rights of the party of the first part.

28. All letters, receipts and/or notices issued by the first party dispatched under certificate of posting to the address known to them of the party of the second part will be sufficient proof of receipt of the same by the party of the second part.

29. If the party of the second part, neglects or omits or fails for any reasons whatsoever to pay to the party of the first part any of the amounts due and payable by the party of the second part under the terms and conditions of this agreement (whether before or after the delivery of possession) within the time herein specified or if the party of the second part shall in any other way fail to perform or observe any of the covenants and stipulations on his/her/their part herein contained or referred to, the party of the first part shall be entitled to re-enter upon and resume possession



एगन-४
२५०० १९८३
१९९८

of the said Gala and everything whatsoever and this agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the party of the second part to the party of the first part shall stand absolutely forfeited to the party of the first part. Also the party of the second part shall have no claim for refund or repayment of the said earnest money and/or the said other amounts paid and the party of the second part hereby agrees to forfeit all his/her/their rights, title and interest in the said Gala and all amounts already paid and in such event the party of the second part shall also be liable to immediate ejection as trespasser. The right given by this clause to the party of the first part shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this agreement available to the party of the first part against the party of the second part.

30. All costs, charges and expenses in connection with the formation of the Co-Operative Housing Society or Limited Company as well as the costs of preparing, engrossing, stamping and registering all the agreements conveyance Deed, Transfer Deed or any other document or documents required to be executed by the party of the first part or the party of the second part as well as the entire professional costs of the Attorneys of the party of the first in preparing and approving all such documents shall be borne by the society limited company or proportionately by all the holders of Gala in the said building the party of

... the party of the first part shall be liable to pay the ...
... the party of the second part shall have to ...
... the party of the first part shall be liable to pay the ...

... the party of the second part will have to ...
... the following expenditure from time to time :
(1) The expenses of maintaining, repairing, redecorating etc. of the main structure and particularly the roof, gutters and rain water pipes of the building, water pipes, gas pipes and electric wires in under or upon the building and employed or used by the party of the second part in common with the other occupiers of other Gala and the main entrances, passages, landing and staircases of the building as enjoyed by the party of the second part in used by him in common with other Gala holders and boundary walls of the buildings, compounds, terraces etc.

(2) The costs of cleaning and lighting the passages, landings, staircases and other parts of the building enjoyed or used by the party of the second part in common with other Gala holders.

(3) The costs of operating water maintaining & cleaning septic tanks & drainage work.

(4) The costs of the decorating the exterior of the building.

(5) The costs of the salaries of clerks, bill collectors, (howkidar, sweepers etc.

(6) The costs of maintenance of light and service charge.



टनन-४
२५८७, २९३३
water ५९९८

(7) Panchayat and other taxes, charges, land revenue etc.

(8) Insurance of the building.

(9) Such other expenses as are necessary or incidental to the maintenance and up keep of the building.

32. The party of the second part shall bear his/her/their proportionate share of water supply connection & drainage connection if made available if made available by the authority at the time of building completion or there after.

33. All deposits to be paid to the concerned Electricity Board or for the reasons mentioned in clause 32 above shall be borne by the party of the second part in share with the other Gala holders.

34. Decision of party of the first part shall be binding for any disbursement of costs to be borne by the party of the second part.

35. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and Maharashtra Ownership Flat Rules, 1964 or any other provisions of law applicable hereto.

36. The party of the second part shall pay a sum of Rs..... as the costs charges and expenses for the preparation of the Agreement in duplicate and registering the same.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of vacant land or ground situate lying and being at village



RYLU 22R3

THE YANDRA... in the... Thane... in the... registration... District of Thane and forming part of land described in the first schedule hereinabove written and which piece or parcel of land being subdivided plot No. 1331 in survey No. 49 H. No. 2 and measuring 1331 Sq. Yards or thereabout and bounded as follows :

That is to Say :

- On or towards the North by Industrial Estate
- On or towards the South by Web Converters
- On or towards the East by Supertech Industries
- On or towards the West by Road

SIGNED SEALED AND DELIVERED By the withinnamed A. D'Souza M/S. SATYASAI ENTERPRISES... By the hand of one of its partners in the presence of.

[Handwritten signature]

SIGNED SEALED AND DELIVERED By the withinnamed Purchasers Shri L.J. GOTI in the presence of.

[Handwritten signature]



RECEIVED of and from the withinnamed party of the Second Part the sum of Rs. 85,000/- being the amount of earnest money by cash/cheque

WITNESSES

WE SAY RECEIVED FOR, SATYASAI ENTERPRISES (PARTNER)

टनन-४
२५८६ २३१३
८

To
M/s. SATYASAI ENTERPRISES
103, Pooja, Geetanjali Nagar,
Station Road, Bhayandar(W),
Dist. Thane, 401 101.

Dear Sir,

Sub :- Possession of Gala No. 9
on 4th Floor in Satyasai Ind.
Estate

This is to record that I have received the possession of the Gala No. 9, agreed to purchase from you vide our agreement to purchase dated 4-2-94

I/We say that I/We have inspected thoroughly my/our above referred gala in particular and the building in general, and it is in accordance with the plans and specifications. I/We am/are fully satisfied with the materials used including fittings and fixtures and I/We have no grievance of whatsoever nature. I/We further say that there is no discrepancy with regard to the area of the Gala.

You shall not be responsible for any of the defect in my Gala hereafter. I/We shall bear and pay every month towards all taxes, common expenses, water charges and electric charges etc. hereafter I/We shall fully Co-operate in-forming the Co-operative society for this building.

Thanking You,

Yours faithfully,
सुभाष चंद्र सुभाष
PURCHASER

