

17/11

Amij Shinglot

SBI, SME, Borivali (W)

3594050991

402

Agreement for sale

50508



F.P. No :- 473 T.P.S. III, 16 th Road, Borivali (W). Mumbai - 400 092

SHIVAM

Developed by

AVANT ENTERTAINMENT

7, Madhur, 56 th T.P.S. III, Road, Borivali (W). Mumbai - 400 092

Handwritten notes and signatures in the bottom right corner, including the name 'MURUGAN'.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Tuesday, July 03, 2007

3:03:51 PM

Original

नोंदणी 39 म.

पान 29 म

पावती

पावती क्र. : 5402

गाणधे नाव एजन्त

दिनांक 03/07/2007

दस्तावेजाचा अनुक्रमांक: गदर6 - 05403 - 2007

दस्तावेजाचा प्रकार करारनाम

सदर करणाराचे नाव: हरीप्रसाद गुप्ता

नोंदणी फी	12370.00
गवकस (अ. 11(1)), पुस्तकावधी गवकस (अ. 11(2)), रुजवत (अ. 12) व धावाविषय (अ. 13) -> एकत्रित फी (60)	1200.00
एकूण र.	13570.00

आपणारा हा दस्त अदाज 3:24PM हा वेळेस मिळेल


मुद्रित/निष्पन्न
नोंदणी 3 (पावती)

बाजार मूल्य: 1235836 रु. मोददस्त: 0500000 रु. 1-2,
भरलेले मुद्राण शुल्क: 44450 रु. मूय: 12370 रु.
दस्तावेजा प्रकार: डीडी/पावती/करारनाम
दस्तावेजाचे नाव व पत्ता: मुजरी देव, नोंदणी व मु.
नोंदणी/पावती/करारनाम 403560, रकम 12370 रु. दिनांक 03/07/2007

AGREEMENT FOR SALE

ARTICLE OF AGREEMENT made at Mumbai, on this 12th day
of JUNE 2007 (in the Christian year Two Thousand and
Seven) BETWEEN MS AVANI ENTERPRISES, a Partnership
Firm of 1) MR. MANDAR R. CHOGLA, 2) MR. RAJESH D.
SHAH and 3) MR. KETAN M. CHHEDA, having their registered
office at 7, Madhur, 56th T.P.S. III, Borivali (West), Mumbai - 400
092, hereinafter called "the SELLERS" (which expression shall
unless it be repugnant to the context or meaning thereof shall mean
and include its partner for the time being of the said Partnership
firm the Survivors and his / their executors, administrators and
successors) of the ONE PART.

KAUSTUBH SHANT
OFFICER
ICICI BANK LTD.

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AND
MR. HARIPRASAD CHURTA
New Park Road, bldg, Jambhulkar
Pipeline Road, KHAR (E), MUMBAI - 400 055
..... hereinafter called "THE BUYER"
expression shall unless it be repugnant to the context or meaning
thereof shall mean and include its partner for the time being of the
said Partnership firm, the Survivors and his / their executors,
administrators and assigns) of the SECOND PART.



As per the amount for handover file only
ICICI Bank Ltd. Borivali West,
Payable Lane, Borivali (West),
Mumbai - 400092
0-8779742 & 1011113520010
333
R. 00444501-25299
16:35
MAY 11 2007
MAY 11 2007

(Handwritten signatures and initials)

AND

MR. MANDAR RATNAKAR CHOGLA, Co-owner as well as C.A. of owner i.e. RAMRAO MUKUND CHOGLA, residing at 289, Babhai, Borivali (West), Mumbai -400 092, hereinafter called and referred to as "THE CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his / her, their heirs, executors, administrators and assigns) of the
THIRD PART

AND

WHEREAS one SHRI RAMRAO MUKUND RAO CHOGLA, now deceased, was the original owner of the immovable property, being a plot of land, situate at Village Eksar, Taluka- Borivall, within the Registration District and Sub-District at Mumbai City and Mumbai Suburban, expired on _____ at Bombay, leaving behind him his legal heirs, viz. Smt. Sunita Ramrao Chogle, the wife and Smt. Jayshree Prakash Date, as his legal heirs, according to the Will of Succession by which you given at the time of his death.

WHEREAS said Smt. Sunita Ramrao Chogle, and Smt. Jayshree Prakash Date, execute the General Power of Attorney, in favour of their Grant Nephew SHRI MANDAR RATNAKAR CHOGLA

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Maharashtra Co-operatives Societies Act, 1960 or a Private Limited Company to be governed by the Provisions of Companies Act, 1956 and / or an apartment owners Association to be governed by the Maharashtra Apartment Ownership Act, 1970 and / or Maharashtra Ownership Flat Act, 1964 with its amendments and modifications if any.

f) The various amounts that are to be paid inter alia towards the ground rent, betterment charges, Revenue assessment, Municipal and other taxes water and electricity charges, including water deposit and electricity deposit as are for the time being in force.

3) The Buyer hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Sellers the buyer with full knowledge thereof has entered into this Agreement.

4) The Buyer has entered into this Agreement with the terms and conditions of the hereinafter agreements of the said property between the and the sellers and subject to the terms and conditions imposed by the Municipal Corporation of Greater Bombay.



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and other authorities concerned and also subject to the Seller's right to make the necessary amendments modifications and / or changes in the building plans or the materials and other specifications.

5) The Sellers hereby agree / declare that :-

a) The Building shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Greater Bombay and all other concerned Authorities.

b) Possession of the said flat shall be handed over to the Buyer on _____ or such other date that may be mutually agreed upon by the between the parties hereto in pursuance of the Deed of Conveyance be executed by the said owners in favour of ultimate Transferee;

c) The Carpet / built up area of the said flat including of Balcony is 500 sq.ft sq. ft. The said flat is as per the copy of the plan attached herewith as Annexure B.



d) The Sellers shall form a Co-operative Housing Society under the Provisions of the Maharashtra Co-operative Societies Act, Comprising of all Flat Purchasers or a

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Private Limited Co. Governed by the Provisions of the Companies Act, 1956 or condominium of apartments Owners to be governed by the Provisions of the Maharashtra Ownership flat act with its amendments and modifications if any

c) The flat is sold by the Sellers for residential purpose only as per the B.M.C. approval and the buyer agrees / undertakes that the said flat shall not be used by the Buyer for any purposes whatsoever and it is the vital terms of this Agreements.

d) The Shop is sold the sellers for commercial purpose only as per the B.M.C. approval and the buyer agrees / undertakes that the said shop shall not be used the by the buyer for any purpose whatsoever other than commercial purpose and it is the vital terms of this agreement.

6) The Buyer has been given inspection of all the documents related here'n and also the documents relating to the said property and the buyer hereby accepts and have accepted the Sellers right to modify the terms and conditions of the said Agreement and documents and Agrees to abide, observes and perform the same so far as they are



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applicable to the said Flat / Shop / Garage and the said Building and the buyer hereby accepts and shall always be deemed to have accepted the title of the said owners and sellers to the said property and agrees not to raise any requisition or objections in connection therewith and in respect thereof or take any proceedings in connection therewith.

7) The Certificate as to the marketability of the title to the said property issued by Shri S.R. Mishra, Advocate & Solicitor, having his office at 306-Vardhaman Chambers, Cavasji Patel Street, Fort, Mumbai is produced in the Annexure "C" hereto and the title is accepted by the said buyer who agrees not to raise any query / dispute as to the title.

8) Notwithstanding anything stated in this Agreement, anywhere the Flat / Shop / unit to be acquired by the buyer herein shall be provided with the amenities or the specifications which are set out in the hereunder written and that the Sellers without any reference to Buyer to vary or modify or amend the amenities or specifications and the buyer shall not raise any objections in respect thereof.



9) The Buyer has agreed to purchase / acquire a Flat / Shop / Garage / unit No. 402 on FORT 3 floor of the

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SHIVAM CO.OP. HSG. SOC. LTD.

Plot No. 473, TPS III, 16th Road, Chikwadi, Borivall (W), Mumbai - 400 092.

Reg. under the Maharashtra co.op. Soc. Act 1960)

Reg. No. MUM / WR / HSG / TC / 17768 / 2010 - 2011 / 2010

Dated : 15/06/10

Share Certificate No. 11

Members Regn. No. 11

No. of Shares 05

SHARE CERTIFICATE

(Authorised Share capital of Rs. 2,00,000)

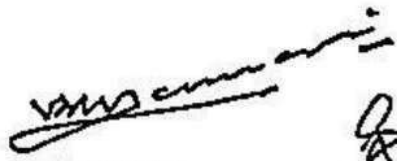
Divided in to 4000 Shares of Rs. 50 Each)

This is to Certify that Shri / Smt. / M/s. HARIPRASAD SHIVDAYAL GUPTA of FLAT NO. 402 is the Registered Holder of 5 (FIVE) fully paid up share of Rs. (50) Fifty each numbered from 51 to 55 both inclusive, in SHIVAM CO. OP. HSG. SOC. LTD. subject to the Bye-laws of the said Society.

Given Under the Common Seal of the said Society at MUMBAI this 3rd day of NOVEMBER 2010




AUTHORISED
M. C. MEMBER


Secretary

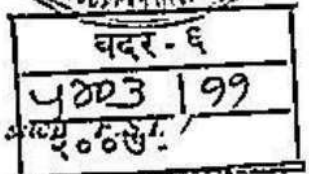

Chairman

P. T. O.

Building having two room and a Kitchen a copy of the plan hereto annexed and marked Annexure "B" in the building known as "SHIVAM" for a sum of Rs. ₹ 50,000/= (Rs Nine lacs fifty thousand only) ONLY) the buyer shall pay the said purchaser price in the manner set out in the Annexure "E" hereunder written. The time for payment of each of the installment shall be the essence of the contract and vital term of these presents.

10) The Buyer admits having taken inspection of all the documents required to be given by the Sellers under the provisions of the Maharashtra Ownership Flats Act and has accepted the title of the seller.

11) The Buyer agrees and confirms that the Sellers shall have irrevocable rights for the purpose set out herein and the sellers shall be entitled to exercise the same as if the buyer had given the prior written consent to the sellers under the said Act with a view to remove any doubt the buyer hereby confers upon the sellers authority for the purpose set out herein below :-



a) The Sellers shall be entitled to consume such T.D.R. as may be available in respect of the said property or any part thereof or otherwise on the said property at

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present or in future and for the purposes of consuming such balance and / or additional F.S.I. / T.D.R. to construct extensions and / or additional floors as the sellers may think fit and proper.

b) The buyer and / or the society or association of the buyers of all the units shall not raise any objection on any Ground as to the Seller's rights, reserved hereunder / hereinabove.

c) The Sellers shall be entitled after consuming such balance and / or additional F.S.I. / T.D.R. by constructing tenements to sell such tenements for such permissible users as the Sellers may think fit and proper to any person or persons for such consideration as the Sellers may in their absolute discretion deem fit and proper.

d) The structure which may be put up for balance floating / or additional F.S.I. available by way of Transfer of Development rights or otherwise shall always be deemed to be part of the existing structure of the project if said plans were seen and approved by the buyer even though such plans may be prepared and sanctioned in future.



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- c) The Sellers shall also (till the time the entire project is declared as duly completed occupation and / or completion certificates are obtained and conveyance are executed) be entitled to consume Additional F.S.I. and / or balance available under D.C. Rules or by any special concession being granted by the Municipal Corporation of Greater Mumbai or any other authorities including the F.S.I. available in lieu of the road widening, set back or reservation etc. or any other F.S.I. available due to change of D.C. rules like floating F.S.I. or transfer of Development Rights (T.D.R.).
- f) The buyer of the units herein and all the other buyers of the units in the said building shall not have right, title, claim or interest of the open spaces, common areas, inclusive of the garden area and that the rights of the buyer is confirmed only to the unit agreed to be sold.
- g) The buyer hereby agrees and undertakes to execute and deliver a letter according to consent under section 7 of the Maharashtra Ownership Flats Act without raising any objections.
- h) Irrespective of the possession of the units / Flats being given to the buyer and / or the Management being given to



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ad hoc committee or the unit buyers the rights under this clause and / or under this agreement reserved for the sellers exploiting the potentiality of the said property shall be subsisting and shall continue to vest in the seller till the conveyance is executed and the sellers shall be entitled to execute the Conveyance or procure the Deed of Conveyance reserving such rights in the said property in favour of the sellers as may be outstanding at the time of execution of the conveyance.

12) The buyer agrees and gives his / her irrevocable consent that the sellers shall have a right to make additions, amendments and alteration in the building plans and / or to the said buildings or any part thereof for any user or to change the user (excluding the said unit) including to raise additional storeys or structures on the land or open part or parts of the said buildings including on the terrace at any time/ and such right, shall include the right to use the F.S.I. or the additional F.S.I. or T.D.R. which may be available in respect of the said property or other lands at any time in future. The amendments / alterations in the sanctioned plan as may be permitted by the Municipal Corporation of Greater Mumbai or the other authorities and such additional structures or storeys or units shall be sole property of the sellers shall be dealt with or dispose of the same. The buyer shall not be



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allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive Property of the Sellers and the Sellers shall have the exclusive use of the said terrace and the parapet wall when the property is transferred to the Co-operative Society subject to access there to the said property to attend to any leakage from the terrace and / or to the water tanks on the said terrace or to carry out any repairs. The Sellers shall also be entitled to display board and / or hoardings on the parapet walls of the said property or any part thereof even if the said property is conveyed in favour of the Co-operative Society or the Unit purchasers or Association of persons or body corporate as the case may be.

13) It is agreed between the parties hereto that if the Sellers fail to give possession of the said flat in accordance with the terms of this agreement on the date mentioned hereinabove, or any further date of dates mutually agreed between the parties or if, the sellers and/ or their agent for the reasons beyond their control, are unable to give possession of the flat by the specified date or other agreed date and further period of months if those reasons still exists, then (such case) the sellers shall without prejudice to their rights hereunder refund the amounts already received by them in respect of the flat with simple interest at the rate of 9% p.a. from the date of the receipt till the date the amount interest thereon is refunded.



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14) The Buyer hereby agrees to pay all the amounts due and payable under this Agreement on the stipulated date and if the buyer fails to comply with or contravene the provisions of this Agreement, he / she shall be liable to actions contemplated under section 12 of the Maharashtra Ownership Flats Act.

15) The Sellers hereby agree on demand and payment of reasonable charges to give true copies of the documents to purchaser mentioned in Rule 4 of the Maharashtra Ownership Flats (Regulation or Promotion of Construction etc.) Rules 1964.

16) The Buyer agrees to sign and deliver to the Sellers before or after taking possession of the said unit and also thereafter all writings and papers as may be reasonably necessary and required by the sellers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Co-operative Society

17) Until the said property is transferred by the sellers to the Co-operative Society by execution of a document as hereinafter provided and / or possession of the said property is delivered by the sellers, to the Co-operative



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Society and intimation of the same is received by the buyer from the sellers. The buyers shall regularly and punctually pay all contributions and other amounts to be paid by the buyer to the sellers under this Agreement and the buyer shall not withhold any such payment to the sellers. However, if the seller in their absolute discretion so desire they shall entrust the management of the said property to the said Co-operative Society or the adhoc committee for looking after maintenance and management only including collection and disbursement of contributions from the Buyer of units in the said buildings towards payment of outgoings and expenses referred then in such event the sellers shall not under obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequence arising due to delay in payment or non payment thereof or for any property and all responsibilities and liabilities in that behalf shall be of the said Co-operative society and adhoc committee or the Buyer as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said unit and pay the outgoing the same shall not affect the rights of the sellers. nor such an act on the part of the sellers shall be deemed to be a waiver of the rights of the sellers under this Agreement.



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18) Nothing contained in this Agreement, shall be constructed so as to confer upon the purchaser/s any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof or the said unit, such conferment shall take place only upon a Co-operative Society or a Limited Company being formed by the purchasers of different unit in the said buildings and on execution of the Conveyance in favour of such Co-operative Society or Limited Company or on the execution of the Deed of Agreement as herein stated.

19) The buyer is aware that he / she shall paying the maintenance, Municipal Taxes and all other outgoings in respect of the whole or part of the Property for and on behalf of the Buyer of the Units and it shall be the paramount responsibility and obligation of the buyer herein or any other units and in such an event the Sellers shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the Buyer of the Unit and together who shall be deemed to be Managers under the Provisions of the Maharashtra Ownership Flats Act, 1962 in respect of the Units in respect of which possession has been given by the Sellers.



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20) The Buyer shall maintain at his / her own cost the said premises agreed to be purchased by him / her in the same conditions, state and order in which it is delivered to him / her and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, Mumbai Suburban Electric Supply company Limited and all other authorities and the Local bodies and shall attend to answer and be responsible for all actions and 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.

21) The Buyer hereby covenants with the Sellers to pay the amounts liable to be paid by the purchasers under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Sellers indemnified against the said payments and observance and performance of the said covenants and conditions.

22) The Buyer of all units in the said Building structures including the buyer herein shall ~~for and join the~~ Society, as the Sellers may decide upon and ~~the~~ Buyer shall within 7 days from the Sellers calling upon to do ~~and execute~~ all acts, deeds, documents and paper for or in connection with



M. M. P. A.

M. M. P. A.

K. T. E.

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