

नमुना म. को. नि. ६ (नियम ११२ पहा)

सर्वसा २६-म Gen.26-M.

चालक् क्रमांक

EST. 2029 103

नोषागायत/ठपकोषागायत - या ठिकाणच्या पारतीय स्टेट चैकेमध्ये/भारतीय रिझर्व चैकेमध्ये

परणा करणाऱ्याने परावयाचे	विभागीय अभिकाऱ्याने किंवा कोषागाराने भरावयाचे	कोषागराने/उपकोषागराने/भारतीय रिझर्च बँकेने/ भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने भरावयान
जिच्या वतीने रक्कम परण्यात आली आहे त्या व्यक्तीचे नांव/पदनाम आणि पत्ता	नेष्यांचे बर्गीकरण ्रेश निदिशी सुद्रांक	
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Bheyonter	02/103 INSUFFICIENT STAMP-DUTY उपप्रधानशीर्षः	Sixty suffees only
भएण करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश	गीणशोर्षः 02/800 PENALTY	कोषापाल :
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दनाक 11/09/२००३		
द्वान्त्राक्षकार्थः के विषे क्षेत्रेपाण्यः के	भारतात है है। अध्यान के जिल्ला के जादेश हैं। जो जो जादेश हैं जो	रिकासा आर्था भारत

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AGREEMENT FOR SALE

	ARTICLES	OF	AG	REEMENT	made	at	BHAYANDAR,	on	t b
	844	day	of	SEPTEMBER					
One	Thousand Nu	ne Hi	undri	ed and Nice	tu Tu		in the Christ	Jan	Year
				o and mile	LY THE	EE			

BETWEEN

MESSRS BASUDEV BUILDERS PVT. LTD., registered Company, through its Managing Director Shri Basudev Prasad Aggrawal, adult, occupation Business, having registered office at Ruchi Co.OP. H&G. Society, P.N. P. Pask, Bhoyondes (E). hereinafter called the "BUILDERS" (which expression shall unless it repugnant to the context or meaning thereof mean and include the DIRECTORS from time to time of the said Company, the survivor or survivors of them and their respective heirs, executors, administrators or his assigns) of the ONE PART

AND

SHRI/SEE./KUM. Ram Bahadu Yadau Son/I/
of Budhixom Yadau Presently residing at 0/3
Century Staff Old P. B. Marg Wolf: Som Mus 5
hereinafter called "The Purchaser/Purchaser" which expression shall unless the same be repugnant to the context or meaning thereof shall be deemed to mean and include his/her/their executors, administrators and assignees of the OTHER PART

MESSRS BASUDEO BUILDERS PVT. LTD. have purchased the N.A. Plot No. 26 at admeasuring at about 478.40 Sq.Yds. assessed at Rs.0.20 each bearing Survey No. 165 H.N.P. old i.e. Survey No. 30 H. No. 5 new from M/s. Ganesh Builders, Bhayander, Dist. Thane vide Agreement-cum-Sale-cum-Development dated 10.10.91 and in persuance with the said agreement M/s. Ganesh Builders, Bhayander have executed

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Emphasial province of Netherland on 16.16.91 executed before notary Emphasia. In twome of N/6. Resolving Builders Pvt. Ltd. and have also perceived the NLA. Digit Nin. 27 admeasuring at about 478.40 Sq.Yds., seemeshel of Re. L. M. R. Digit Nin. 27 admeasuring at about 478.40 Sq.Yds., seemeshel of Re. L. M. R. Digit Name of Nin. 165 H.N.P. old i.e. S.No. 30 L. M. S. Nin. Shew from Shiri Parasuram Damodar Patil and others Vide Migrosinish for Sale cum Development dated 3.16.91 and in persuance with the said agreement Shiri Parasuram Damodar Patil and others have executed a general power of Attorney on 6-6-9/ executed before blottery Bombay in favour of M/s. Basudeo Builders Pvt. Ltd. and now both the lands situated and lying at village Khari revenue village of Bhayander registration Sub-Dist. and Dist. Thane within the limits of Mira Bhayander Municipal Council for development of Building.

AND WHEREAS

MESSRS BASUDEV BUILDERS PVT. LTD., the Builders have started the construction of building on the said N.A. Plot No. 26 & 27 in Survey No. 165 (Part) situated and laying at Khari, Bhayandar (E), Dist. There, in up-to-date manner which is very clearly mentioned in the schadute given hereunder:

AND WHEREAS the Builder hereto propose to sell and transfer flats/shops/rooms in the building known as "ANURAG APPARTMENT" on ownership basis.

AND WHEREAS the Purchaser has agreed to acquire flat/ No. ___3 admeasuring __490 sq.ft. (Super Built-up area) on the $G_{\pi G \omega_{1} n o}$ floor in the building known as "ANURAG APPARTMENT" which is being constructed on the said plot on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Builders shall construct building known as "ANURAG APPART-MENT" on the plot No. 26 & 27 of the land bearing old Survey No. 165 (Part) and now corresponding New Survey No.30 (Part), situate, lying and being at Village Khari, Bhayandar (E), now within the limits of the Mira Bhayandar Municipal Council, Taluka and District Thane and in registration District and Sub-District of Thane.

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- The Purchaser has seen all the relevant documents pertaining to the said building which have been kept by them at their aforesaid office. The Purchaser has prior to execution of the agreement, satisfied himself/herself about the title of the builders of the said property described in the First Schedule hereunder written and the Purchaser shall not be entitled to further question or objection shall be raised upon in any of the matter relating hereto.
- admeasuring 490 sq.ft. (Super Built up) in the GROOND floor of the said building as per the plan and specifications, seen and approved by him/her/them.

The Purchaser shall pay to the Builder Rupees Two Jokh eleven thou	wand one nuncreal only
for Shop/Flat No. 3	as per purchase price in
espect of the said premises apart	from other payments to be
nade by the Purchaser under the	Agreement to the Builders.
The Purchase price shall be paid in th	e manner specified hereunder:

a)	As Earnest Money on or before	Rs. 11,000=00
	the execution of the agreement.	
ь)	On Starting of Pile foundation work	Rs. 15,000:00
c)	On completion of R.C.C. frame	Rs
	work of the:	Rs. 25,000 = 00
	i) First slab:	
	ii) Second slab :	Rs. 25,000 = 00
	iii) Third slab:	Rs. 25,000 = 00
		Rs. 25,000 = 00
d)	iv) Fourth slab: On completion of Masonary work	Rs. 15,000 = 00
	On completion of Plastering work	Rs. 15,000 = 00
f)	On completion of Doors & Windows	Rs. 15,000 = 06
	On completion of flooring	Rs. 15,000 = 00

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	h)	On completion of Plumbing work	Rs	15,000 /-
	1)	On POSSESSION	Rs	10, 190 /=
5.		d that the Purchaser/s is/are peration, in the following manner		amount of con-
	a)	Rs. 26000 /= (Rupees only) by cosh/de dated 7-1-92 drawn or	eque/DD No	tho ewand 692662
	ь)	Rs	cheque/ No	. 33723/
	c)	Rs. 10,000 /= (Rupeesonly) by tash/ch dated30-3-92_ drawn on	eque 👀 No	692611
	d)	Rs. 8000 /= (Ruponly) by added 20-4-92 drawn of	🚮/cheque 🕮.	No. 698613
	e)	Rs. 10,000 /= (Rupees only) by and dated drawn of	📫/cheque 📖	No698619
	f)	Rs/- (Rup only) by condated drawn only	ash/cheque D.D.	No
	g)	Rs	ash/cheque D.D.	No
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₹5.	/- (Rupees
	only) by cash/cheque D.D. No.
dated	drawn on
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18.	/- (Rupees
	only) by cash/cheque D.D. No.

of each of the aforesaid instalments of the purchase price shall be the essence of the contract. In the event of the Purchaser making any default in payment of anyone of the instalments of the purchase price, the Builders will be entitled to terminate this agreement and in that event to refund to the Purchaser all the money paid by the purchaser of purchase price hereunder without any interest after the said premises is sold to any other party as the Builder may determine and after the Builders shall have received the payment from the new Purchaser of such premises, and the Builders shall also be entitled to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Builders and in the event of default, the Purchaser will have no right whatsoever on such premises.

Without prejudice to the above and the Builders other rights under this agreement and/or in law the Purchaser shall be liable to pay to the Builders interest at the rate of 18% per annum on all amount due under this agreement if such amount remain unpaid for seven days or more after becoming due.

8. The Builder agrees to handover the possession of the said flat/
room to the purchaser on or before 31st day of 1994 subject, however, to the availability of cement, steel, or other building materials, labours and also subject to any Act of God, such as, Earthquake, flood, natural calamity, act of enemy, war, riots and also subject to the availability of water and electric connection for other cause beyond the control of the Builder PROVIDED HOWEVER THAT in the event of happening of any

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delay on any ground as recited herein above, the Purchaser/s shall not be entitled to raise any monetary claim against the Builders.

- 9. IT IS HEREBY EXPRESSLY AGREED that the Builders shall be entitled to sell the premises in the said building for the purpose of using the same as Guest House, Dispensary, Nursing Homes for residential or for commercial uses and/or any other purposes or user as may be permitted by the Builders and the Mira Bhayandar Municipal Council and other authorities in that behalf and the purchaser or his/her assignee/assignees shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective Purchasers thereof.
- 10./ Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof the said premises such conferment shall take place only on execution of conveyance in favour of such co-operative society which shall be formed by the Purchasers of different premises in the said Building.
- 11. The Purchaser has informed the Builders that He/She desires to use the said premises for residential/shop purposes and/or any other purposes or use may be permitted by the Builders and the Mira Bhayandar Municipal Council and other authorities from time to time. However, the purchaser shall not change the use of the premises without prior written permission of the Builders.
- 12. Any additions and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser, if agreed by the Builders, shall be carried out at the risk and extra cost of the Purchaser which shall be paid in advance by the Purchaser before the work is commenced by the Builders.
- 13. The Purchaser shall no claim or right save and except in respect of the premises agreed to be purchased by him/he. All open spaces, lobbies, terrace, etc. will remain the property of the Builders until the whole building is transferred to the Co-operative



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to bringer one effective to be furnished for them and to receive arrows with passages, down for standings which, antile con this course come sensions con, senses tenderant part and other common amendment of progenity described or the First improved the control and the section of the section for 4 to framps of the discussor greenlys will be coming and the Symmetry distription that they Symmetry in the building that them out thange in respect thereof a and trainferlance there importants has fits furthern halp entitled to them to be builden aunt out opposes, inter ground entire at leather takes rate ines transage ines porque one er, pamers, horsup an if he properties becamping in to Builders. The Builders and reserve the right of forming common Federalian in an Ages Co-specialise Spoiss in a Committee where the se allowed under the Law for the lime sent in force of all the imprehens for maintaining altonomiac common facilities. and a indemproved secret and leadings capied water linear othernal marks vertical recreation spaces, brainage lines, sewage ing party leadings part are object common amendes in he where search purply so of he authories recorded in he Bulden notuding properly securices in the First isnessue

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said premises agreed to be purchased by the Purchaser, the Builders shall be at liberty to sell, assign, mortgage, or otherwise deal with or dispose off their right, title or interest in the said pieces of land more particularly described in the First Schedule hereunder written and/or in building to be constructed by the Builders or any part thereof in accordance with the provisions of law for the time being in force.

- The Purchaser hereby agrees to pay all the amount payable under 17. the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders are not bound to give notice requiring such payment and the failure thereof shall not pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.
- The Purchaser hereby covenants with the Builders to pay amount required to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders indemnified against the said payments and observance and performance of the said covenants and conditions.
- As soon as building is notified by the Builders as complete, each 19. arrears of the Flat/Shop holder pay the respecti ve price payable by him/her/them within 7 days from the date of issue of such notice. If any Flat/Shop holder fail to pay the arrears or balance amounts as aforesaid, the Builders, will be entitled to terminate this agreement with the Purchaser and to refund to such Purchaser all the instalments of the Purchase price paid by such Purchaser till then, but without interest thereon and after deducting there from the outgoing from the date of completion of the building until the Builders shall have disposed off such premises. The moneys becoming refundable to the Purchaser shall be refunded only after the Builders shall have sold and/or disposed off and received the entire consideration price of the premises in respect of which the Agreement shall have been rescinded under this clause.

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- 211. United to retrouthell sinces, the possession of the flat/shop shall the griven by the Builders to the Purchasers unless and until all payments required to be made under this Agreement by the Pur-Phone tos/tove teen made.
- 29. The Builders shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be nurchased by the Purchaser.
- The Purchaser shall maintain at his/her own cost, the said premises 22. agreed to be purchased by him/her in the same good condition, stage and order in which it is delivered to him/her and shall abide by all orders, bye-laws, rules and regulations of the Government, Mira Bhayandar Municipal Council and any other authorities and local bodies and shall attend to, answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all terms and conditions contained in this Agreement.
- 23. The Purchaser shall be bound to sign all the documents, papers and to do all other things as the Builders may require him/her/them to do, from time to time, for safeguarding the interest of the Builders and of Purchasers of the Flats/Shops in the said building. Failure to comply with the provisions of this clause will render this agreement ipso-facto to come to an end.

The Purchaser hereby further agrees and bind himself/herself to pay from the date of delivery of possession certificate is granted by the Mira Bhayandar Municipal Council his/her proportionate shares that may be determined by the Builders from to time of outgoings in respect of the property including the Insurance, all taxes, water charges, common lights, sweepers charges, watchman and security services, sanitations, additions and alterations, paintings, colour washing etc. and all other expenses incidental to the Management of the said property. Such payment shall be made by the Purchaser on or before 5th of each and every calendar month in advance whether demand thereof is made or not. FOR BASUDED S

- 25. Until the Municipal taxes and water charges are fixed and separately assessed, the exact amount of outgoing is worked out for each of the premises. The Purchasers shall regularly pay to the Builders the amount assumed by the Builders for the outgoings. If the amount so recovered by the Builders is more than the actual outgoing, the amount in excess shall be refunded to the Purchaser and if the amount so recovered is less than the actual amount worked out, the Purchaser shall immediately on demand, pay to the Builders the amount of difference.
- 26. The Purchaser hereby agrees that in the event of any amount becoming payable by way of premium to the Municipality or to the State Government or any amount becoming payable by way of betterment charges or development charges or any other part payment of a similar nature in respect of the said piece of land described in the schedule hereunder written and/or the structure or structures to be constructed thereon, the same shall be reimbursed by the Purchaser to the Builders in the proportion in which the area of the said premises in the said building and/or in all other structures in the pieces of land as the case may be. Determination of such proportionate charges by the Builders shall be final.
- 27. The Purchaser shall pay his/her proportionate share of the aforesaid taxes, charges and outgoing to the Builders until the adhoc committee constited by the Purchasers of the flats in the said building has been formed and the Management of the said building and the common amenities has been handed over to such adhoc committee or the co-operative society by the Builders.
- 28. The Builders hereby declare that the Builder have paid the taxes payable to the Collector as non-agricultural assessment in advance. The Builder shall be entitled to get the said amount proportionately apportioned for the said proposed proportionately the amount of non-agricultural assessment after the date on which the occupation certificate has been granted by the Mira Bhayandar Municipal council in respect of the said building. The Purchaser shall before obtaining the possession of the said flat/shop pay to the



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Audithors his/hor proportionate contribution in respect of the said

30. If the Purchaser has agreed to purchase a premises in the building constructed on stilts, the Purchaser shall also pay to the Builders a sum of Rs. 800/= being his/her proportionate share in the premium payable to the Municipal Council and other incidental expenses.

The Purchaser shall prior to taking the possession of the premises, pay to the Builders a sum of Rs. 2000/= which will be held by the Builders as Deposit and the Builders shall be entitled to utilise the moneys from such deposits towards payment of Municipal taxes, N.A. taxes and other outgoings and other expenses incurred by the Builders on behalf of the Purchaser or the society of the Purchasers under the terms of this Agreement.

32. After the possession of the premises is handed over to the purchaser, if any additions or alterations in or about to relating to the said building are required to be carried out by the Government, Municipality or any other statutory authority, the same shall be carried out by the Purchasers of premises in the said building at his/her own costs and the Builders shall not be in any way or manner liable or responsible for the same.

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- 33. The Purchaser shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.
- The Purchaser shall not without the written permission of the Builders let, sub-let, sell, convey, mortgage, charge or in any way incumber or deal with or dispose of his/her interest or benefit under this Agreement or any part thereof or in the said premises until the execution of the conveyance in favour of Co-operative society and till the Purchaser shall have paid to the Builder all moneys payable to Builders under this Agreement or otherwise. The Co-operative Society so formed shall have no right to recognise any transfer without the prior written permission of the Builders and shall submit to the Builders a statement of the existing member at the end of every month till the time the conveyance has been executed in favour of the society as stated herein.
- The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building.
- agents with or without workmen and other at all reasonable times to enter upon his/her premises or any part thereof for the purpose of repairing of any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences belonging to or servicing to or used for said building and also for the purpose of laying down, maintenance repairing and testing drainages, gas and welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Purchaser or the occupier of such other premises, as the case may be, shall have committed default in paying his/her share of the water tax and/or other outgoing and the electric charges and all other outgoings.

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- 37. The Purchaser shall not at any time demolish the said premises or cause to be done any additions or alterations of whatsoever nature in or to the said premises or any part thereof. The Purchaser shall keep the premises, walls, partition walls, seweres, draings, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to provide shelter and protection of the parts of the building other than his/her premises. The Purchaser shall not close or cause to close the verandah or lounges or balconies or make or cause to be made any alterations in the elevations and outside colour actions or scheme of the premises to be acquired by him/her.
- 38. The Purchaser shall not throw dirt, rubbish, rags or other refuge or permit the same to be thrown in his/her flat/shop or in the compound or any portion of the building.
- 39. The said building shall always be known as "ANURAG APPART-MENT" and the name of Co-operative Housing Society to be formed by the prospective Purchasers shall bear the same name. This name shall not be changed without the written permission of the Builders.

The Purchaser shall not store in the flat/shop the goods hazardous or of combustible nature or which are to affect the construction or structure of the Building.

- After the building is complete and ready for fit for occupation and after the society as aforesaid is registered and only after the premises in the siad building have been sold or disposed off by the Builders and only after Builders have received all dues payable to them under the terms of this Agreement or otherwise with various Purchasers of premises, the Builders shall execute a conveyance in favour of the said Society.
- 42. The Purchaser agree with the Builders that the Co-operative Society that may be formed by the Purchasers of the flats/shops parking space in the said building, if possible shall become the member of the intended Apex Co-operative Society or the Federation is not possible to be formed under the law for the

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time being in force, each of the society in the said scheme shall nominate two persons to represent such society and a committee shall be formed. Such committee which is formed by the representative of each of the societies in the scheme shall be in charge of the maintenance of internal access roads, common recreation space, sewage treatment plant and all other common amenities in the scheme and such co-operative society shall contribute its share towards the formation and maintaining such Apex Co-operative society, Federation or committee and also towards the costs, charges and expenses in maintaining and reconstructing the internal access roads and open recreation space and all the common amenities as needed from time to time. The Purchaser hereby consents to such Co-operative Society or Federation or committee to the Purchasers the Flats/Shops/Parking formed by spaces in the said building and to become a member of such Apex Co-operative Society or Federation or committee and to pay from time to time such amount that may be payable to such body. The Purchaser further agrees and undertakes to contribute his/her proportionate share as may be fixed by such Cooperative society, Federation or Committee from time to time.

- 43. In the event of the Society being formed and registered before the sale and disposal by the Builders of all the premises in the said building, the powers and authority of the society so formed or of the Purchaser herein and other Purchaser of the premises shall be subject to the overall power of the Builders in any of the matters concerning the buildings the construction and completion thereof and all amenities pertaining to the same and in particular, the Builders shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, Adhoc committee or any other body.
- 44. The letters, receipts and/or notice issued by the Builders despatched under Certificate of Posting/Registered post A.D. at the address known to them of the Purchaser or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser and shall completely and effectively discharge the Builders.

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- 45. The Builders shall in that event refund the moneys without interest paid as purchase price by the Purchaser only after disposing off the premises to any other party. The Builders shall be entitled to deduct from the purchase becoming refundable to the Purchaser under this clause the other Purchasers of premises on account of the Purchaser committing breach of any of the terms and conditions herein.
- 46. IT IS EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO that the Builders may in their discretion form separate Co-operative Societies for different buildings to be constructed on the said piece of land and in such event, the conveyance in favour of each Co-operative Society shall be of the building for which such Society is formed and the land appurtenant thereof as per the proposed sub-division as amended by the Municipal Council or the Builders from time to time.
- 47. If the Purchaser neglects, omits or fails to pay for any reason whatsoever, to the Builders any part of the amount due and payable to the Builders under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the same time herein specified or if the Purchaser shall in any other way fails to perform or any of the covenants and stipulations herein contained or refer upon and resume possession of the said premises this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Builders re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejectment (of the Purchaser) as a trespasser.
- 48. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any for bearance or giving time to the Purchaser for any reason whatsoever shall not be considered as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice remedies of the Builders.

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- 49. It is hereby expressly agreed by and between the parties hereto that the Builders shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the Purchaser all the amounts of deposits paid by the Builders to the various authorities which are non refundable on account of the said Building.
- 50. The Purchaser shall bear and pay the charges towards stamp duty as may be in force and the Purchaser shall at his cost lodge this Agreement for registration with sub-Registrar of Thane and forthwith inform the Builders, the serial number and the date under which the same is lodged, to enable them to admit the execution of the same.
- 51. This Agreement shall always be subject to Indian Registration Act, 1908 (Section 4) and as also the Maharashtra Ownership Flats Act, 1963.
- All notices to be served on Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D/Under Certificate of Posting at his/her address specified below:

R. B. Yadou
Bl3 Century Stoff Obs
P. B. Morg
Work Bomby - 25

THE FIRST SCHEDULE ABOVE REFERRED TO:

The N.A. plot No.26and 27 admeasuring at about 478.40 sq.yds. each assessed at Rs.0.20 each bearing S.N. 165 H.N.P. old i.e. S.N.30 H.N.P. New, situated and lying at village Khari, Revenue village of Bhayandar Registration Sub-Dist. and Dist. Thane within the limits of Mira Bhayandar Municipal Council which is Bounded by:

On or towards East

: Plot No.:-

On or towards West

: Plot No.:-

On or towards North

: Plot No.:-

On or towards South

: Plot No. :-

FOR BASUDED (1 - 75 PVT, LTB

Your

SPECIFICATIONS AND LIST OF AMENITIES

1. BUILDING

: The Building will be R.C.C. frame structure supported on R.C.C. footings, columns, and beams with pile foundation.

- DOORS
- : a) Main door of each flat will be flush door.
 - b) Main door of each flat will be provided with a magic eye, call bell and fancy handle and a stopper and finely polished.
 - c) Fittings of doors will be Aluminium.
 - d) A night latch to main door (Godrej latch) and safety chain.
 - e) All other doors will be wooden or Ply panel doors with stopper an everydoor.
- 3. WINDOWS
- : a) All windows will be Aluminium with glass in Hall, Kitchen and Bedroom.
 - b) W.C. & Bath room lourvers windows will be provided with glass Lowers and net fixed from outside on window of W.C. & bathroom.

FLOORING

- : 'A' Grade (minimum thickness 18mm) White Marble foor Living Room/Bedroom/W.C./ Bathroom/Kitchen and passage with half marble skirting in the same same share. White marble (fully) in Corridor.
- 5. KITCHEN
- Raised kitchen platform with White Marble stone with border & platform for putting water drum on top and 1-1/4" white glazed dado with sink and about 1-1/2" height glazed tiles on wall above Kitchen platform and loft over Kitchen platform.

FOR BASUDEO B

July -

- 6. BATH ROOM
- : White Marble flooring with full white of glazed tiles and a shower, wash basin in passage with mirror with rod over wash basin.
- 7. PAINTING
- e a) External wall of the building will be paidnted with reputed brand of cement paint.
 - b) Internal painting will be of colour white wash.
- 8. W.C.
- : Indian water closet with full white glazed tiles on wall and White Marble on floor with flush system provided.
- 9. Coommon Antenna & Telephone cable connection for each flat.
- 10. ELECTRICITY

: Copper flooring concoated wiring.

 $\underline{\text{Hall}}$: One fan point, one plug point and two light point & one T.V. point.

Bed Room: One fan point, one plug point and one light point.

Kitchen: One fan point, one light point and one plug point.

Bath Room: One Light point.

W.C.: One light point.

Passage: One light point.

Balcony: One light point & one pluq point.

11. **WATER SUPPLY:** Underground and overhead water tank (Leak-proof) of adequate capacity for regular water supply.

FOR BA

CONT. LTD.

Hech

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

SIGNED SEALED AND DELIVERED]
by the withinnamed	M/S. BASUDEQ BUILDERS PVT. LTD.
M/s. BASUDEO BUILDERS PVT. LTD.	1
in the presence of	i 8/10
1. Sk Tibrawale	
2. oringe Sansan	/
2. 4 mge o/3/12")] Managing Director
	1
SIGNED SEALED AND DELIVERED	1
by the withinnamed	1
"PURCHASER/S"]
Shri/ R. B. Yodav.	Jachaw Pr
	1
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in the presence of	1
1. Sto Tibrawale	1
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withinamed "PURCHASER/S" the	j
total sum of Rs. 76,000 /=]
Rupees Seventy Six thousand]
] Rs
Only) being the amount of earnest]
money to be paid by the Purchaser/s]
to the Builders.]
WITNESSES:	WE SAY RECEIVED
1. Sk Tibraral For	BASUDEO BUILDERS PVT. LTD.
1. Sk Tibrasal For 1	2/10
- Almana and	group
	Managing Director
	Managing Sheetsi

bleensing and the companies of the compa and and anomal and comment and an area and प्राहर • आई • आर • Form I. R. निवरम का प्रमाण-पत्र CERTIFICATE OF INCORPORATION No.1.1.-59546......of1990..... में एतद्द्वारा प्रमाणित करता हूं कि आज कम्पनी अगिनियम 1956 (1956 का सं०1) के अधीन निगमित की गई है और वह Thereby certify that BASUDEO .. RUILDERS .. PRIVATE Company is limited. Given under my hand at BOMBAY this TWENTYFOURTH day of..... DECEMBER..... One thousand nine hundred and NINETY... C.DAVEY) कम्पनियों का रजिस्ट्रार VDDL Registrar of Compan'es Recorded and the contraction of जे० एस० सी० j. s. č. l

प्रभासमुटेक-52 सिविल 85-86-भासमुटेक-(सी-201)-10-8-89-10,000.

MGIPTC-52 CNII/85-84- GIPTC-(C-201)- 10-8-89-10,000.

To,

MESSRS BASUDEO BUILDERS PVT. LTD. JESAL PARK BHAYANDAR (E) 401 105.

Dear	Sirs,
Re:	Flat/Shop No on the floor in the building known as "ANURAG APPARTMENT" possession thereof
to b	This is to report that I/We have taken over the possession of Flat/Shop No on the floor, agreed be acquired on Ownership Basis from you vide an Agreement for dated

I/We say that I/We have inspected my/our above referred flat/ shop in particular and the building in general and it is in accordance with plans and specifications and as per the terms of an Agreement for Sale.

I/We am/are also fully satisfied with the material used including the fittings and fixtures and I/We have no grievance of any nature whatsoever. You shall not, thus, be responsible for any of the defects in my/our flat/shop hereafter.

As per the terms and conditions of an Agreement for Sale, I/We shall bear and pay regularly every month my/our share towards all rates, taxes, common expenses, water and electricity charges and other outgoings and shall extend my/our fullest co-operation in the formation of the Co-operative society for this building.

I/We further record that I/We shall pay regularly every month towards temporary supply of electricity and the proportionate charges

Essaye - 16-	interpretation	$g_{P(i)}$	ARTHROPHICATION OF	A.F	emera traditions	Interesting.	w.c.	Septim
THIRD INC.								

Transpire year.

Votors faithfully.

Processes on Foundati Story o

THE HARLESTO BUT CHIRE PVT. L. TEX.

Managing Director	Signatur Name	•		
	Address			

Piece : Bhay ander

Date i



No. RB-NAP-SR-14/74.

Collector's Office, Thane.

Dated: th 15/9/1974.

Read: 1) Application from Shri/Smt. Kamalabai Gangadhar Patil at Bhayandar Dated-

ii) A.D.T.P. Thene's NAP-Bhayandar/3061.

Dated: 26.7.74.

ORDERI

In exercise of the powers vested in him under Section 42

read with Section 44 of the Maharashtra Land Revenue Code. The

Addi.Collector, Thane is hereby pleased to grant permission for

nonegriculture; use to Smt. Kamalabai Gangadhar Patil (hereinafter

said occupant) out of S.No.165 (pt) Hissa No. ________ area

edmeasuring 23920.00 sq.yds. of village Bhayandar Tal. Thane for

Residential purpose apply subject to the relevant provision of

the N.L.R.Code,1966 rules framed thereunder of the to nau Tenancy

- 4 Agricultural Lands Act on the following conditions:
 (1) That the occupant will pay from the date of commencement of N.A. use revested assessment at the rate of N.50/The occupant shall pay N.A. Assessment of N. which is guaranteed upto 31.7.75. The area and assessment is mentioned above shall be liable to alteration in accordance
- with the survey correction issued by the Survey Deptt.

 That the occupant shall construct the building in accordance with approved plan sanctioned and attached herewith.
 - (111) That the occupant shall keep the margin spaces and distance from the road strictly as per approved plan and shall not violate any building regulation prescribed or Thane Dist.
 - (iv) That the privy shall be at the side or rent of the main building and shall not be less than 3-5 meters from it shall be induced to the neighbour and screened from public view and it shall not be at a distance less than 8-12 from well. that no cattle shall be kept in residential building.
 - (vi) that the occupant is prohibited u/s.45 for putting the 'land any use other than for which permission is granted.
 - (vii) that the occupant shall being N.A. use of the lands in each plot within period of one year from the date of this order.
 - (viii) that the occupant shall inform the collector/Tahsildar and village Officer in writing of the commencement of N.A. use within the period of 30 days from the date of such commencement in defaulting shall be liable to pay such fine as the Collector may impose U/s.44 (5) Maharashtra Land Revenue Code, 1965.

• • • • 4/

- ix) that the built-up area of the plot shall not exceed sq.yds./acrea as shown in the accompanying approved plan dt. 26.7.1974 and remaining area viz. shall be open to the sky.
- x) no addition or alteration in abbuilding shall be carried out without the provious permission of the undersigned.
- xi) that the occupant shall obtain necessary permission before the commencement of N.A. Town Planning Act or Municipal Act village Panchayat Act, 1958 or Bombay Highway Act, 1935 and National Highway Act, 1956 from the respective authorities.
- xii) that the land will be regarded as agricultural land till its actual use for N.A. purpose permitted under this order and till then it shall be liable to be governed by the provisions of section 63 of B.T. & A.L.Act.
- xii) that the occupant shall be liable to the imposition of any penalty attached to this N.A. permission for breach of the condition.
- xiv) that the occupant shall execute sanad in the from schedule V within one month from the date of commencement of N.A. use.
 - 2. If the applicant contravenes any of the foregoging conditions the Collector may without prejudice to any other penalty to applicant may be liable under the provisions of the said code, continue the said plot in the occupation or the applicant on payment of such fine or assessment as he may direct.
 - 3. Notwithstanding anything centon in para above it shall be lawful for the Collector to direct the removal of alteration of any building of structure in respect of use contrary to the provision of this grant within time prescribed in that behalf by the Collector and on much removal of all alteration in that behalf of not being carried out within the prescribed period he may cause the same to be carried out and recover the cost or carrying out the same from the applicant as arrears of land revenue.

To

Smt. Kamalabai Gangadhar Patil, Navghar,.

Bhainder.

CERTIFICAL CONT.

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Addl. Collector, Thang

In the Court of Shri S.S.Leshram, Dy.Collector and Competent Authority, Thane Urban Agglomeration & B. Kma, Reripherial Area of Greater Bombay Urban Agglomeration at Thane,

Case No.

ULC/TA/Bhayander/SR-556-

Date of decision

16/11/1988 : ...

• • • .

Name of declarant .

Shri Gangadhar Bhaskar Patil.

ORDER UNDER SECTION 8(4) OF THE URBAN LAND (CEILING AND REGULATION) ACT, 1976

Shri Gangadhar Bhaskar Patil and filed a return under section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976 on 13/9/1976 in respect of the following lands.

Dist.	Tal.	Village	S.No./H.No.	Area 1	n.
Thane	Thane	Khari	397/3	A - 61/	<u>G</u> /2
			295/15	9 ¹ /	
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17.01			207/8	- 23	3 1/4
			512	1 1	
- 3 : N			290/5P '	19	5
. 👔 🐪			780	4 1	31/2
			206/2E\	- 1	71/4
			165	10 1	1/4
			202/4	1	01/4

The measurement and zoning of the land has been got done through the City Survey Officer and Asst, Town Planner attached to this office. Both the above officers have submitted their resports to this office.

A notice under section \$\(\beta(3)\) of the Act was issued to the declarant on 13/10/1981 calling upon him to prefer the objections if any within a statutory period of 30 days and the case was fixed for hearing on 17/11/1981. The declarant however neither a attended the day of hearing nor raised any objection through requested repeatedly.

With a view to give an opportunity to being heard, the declarant was again requested vide this office letters dated 18/1/1988, 4/4/1988 to remain present in this office with certain documents. He was finally requested under this office letter dt. d/9/1988 to remain present with certain documents on 27/9/1988. The letter was sent by R.P.A.D. which was received by Shri Patil. Even though he received the final intimation he neither attended the day of hearing nor raised any objection.

Though the reasonable opportunity was given to the declarant of being heard in person he neither attended the day of hearing nor raised any objection. Under these circumstances there is no alternative before me but to decide the case exparty and accordingly I consider one legal share

admissible in the said property. The area and built-up construction. admissible in the said property. The analysis in the said property. The analysis in the said property. The analysis is the declarant has been got measured through the City Survey held by the declarant has been got measured through the City Survey held by the declarant has been you men from the Revenue Record it officer attached to this office. However from the Revenue Record it officer attached to this office. No. 165/pt area admeasured 23920 appears that the land bearing S.No. 165/pt area admeasured 23920 aq. yds. is N.A.permissible granted by the Addl. Collector Order No. NAp. SR-14/74 dt. 15-9-1974 to Smt. K.G.Patil. In view of the hove facts limite.

Village Bhayander falls within 8 Kms. Peripherial area of Qr. Bombay Urban Agglomeration, where the ceiling limit prescribed is 500-00 eq.mtr. The declarant is therefore entitled to retain the land upto 500-00 sq.mtr. only.

111age	s.No.	Total area in sq. mtr.	Zoning	in G zone	Area under open space	Built up area	Net Vaca- nt land	/ E 11 H
		3	4	5	6	7	8	_
Bhayander	273/6	2049	'G'	2049	_			_
	274/2	5059	'G'	5059	_	-	-	,
	202/20	278	'R'	_	•	-	-	
	205/4	1163	 0.s.	•	-	-	278	
	205/7	1619	0.3.	-	1163 🕺	-	~	
	205/12	531		are en la companya	· -1619	1-or ment		
	206/6	152 .	0.s.	_	531 🖣	_	_	
	206/8	354	0.S+G	80	72	٠.	_	
-	206/9	835	0.s.	•	354	÷ '>;	C :_	
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	206/14	1113"	_41_	÷ .	455		٠	
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	297/15	936	"'0'	759	; 🕳 . 🤘		1	2
	Gaothan			936	·	- '		·
	202/4	100	'R'			-		
	206/2E	1037	'R'	_	•	100		
	287/8	1745	0.S+G	636		- '	100	ľ
	295/13	2352	'G'		1109	- /	19 / 50 CV	
	295/15	1062.		2352	•	- <i>K</i>	2/33	٩
		961		1062		- (8	{{ बॅ र्ड	ì
	297/3	683	- H_	961.	. January	- V		
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	512	4148	- "	1518			150	-
	288/6	4047		4140	- '			
	780/8	17553	- "	4047	_	-	-	
	Total	50711	_ "_	17553	_•	-	. -	
	-			42045		-		_

I, therefore, hold that the declarant is surplus land holder to the extent of 815-00 sq.mtrs. which should be acquired from the 3.Nos. mentioned in column No. 10 The notice under section 9 and notification under section 10(1) be issued accordingly. The declarant be informed of the decision.

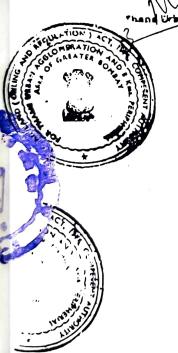
> (S.S.Meshrem) Dy. Collector

& Competent Authority, Thane Urban Agglomeration & 8 Kms. Peripherial Area of Gr. Bombay

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and Urban Authomeration



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गांव- ज्ञारी ताष्ट्रका - द्वारा वामादर पारील

स्रागवड करणाश्चि नांब

न्स्र

अस्तल वर हुकुम खरी नक्कल असे

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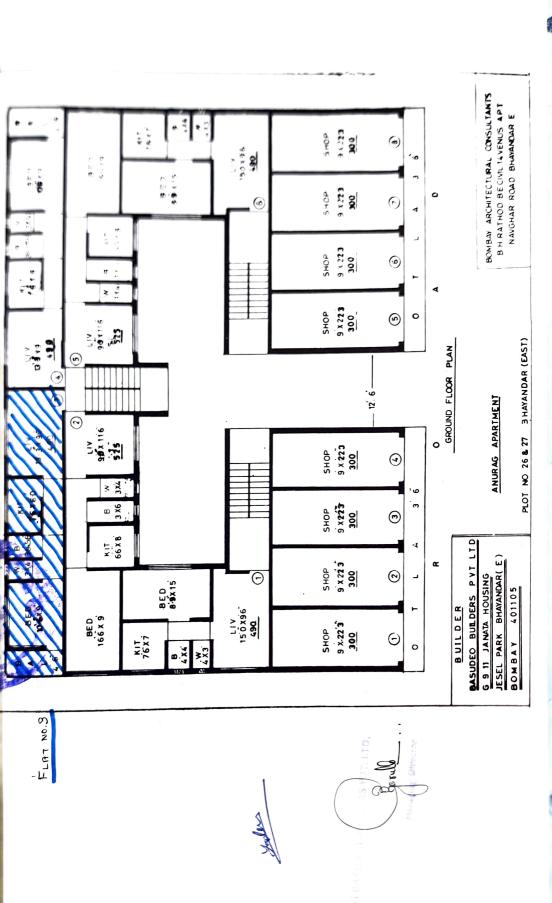
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बलाही सं





बनुक्रम नंबर छा २७२१ सन १९९७ वे आक्टोबर चे • €>६तार्खेत १२-च) (फीसीमोन) ब दरम्बान हाता के र. ब गे जाने नकसेकी की पुरमम निवंधक बांचे फनेरीस वाच्न दिला. षारा नकतेची की Yadau P एक्ष की िन विवेधका हो । ्रेमे. बस्व क्रिसे प्राः सि. तार्ष अनीतीरा जायरेक्टर क्ली. बस्तुव 9> जा. साला रवडेलवाल मासाद प्रभाव (बिल्डम) भांः भारते भग्ने जो करी, रा. वरका, पाक, आहेद (पूर) ठाने, m. 24 श्री नाम बरादूर यादव सत्तान पर्यस नाः नरकी हैं २५ a) वलास पाटील नाकरी, रा-वरका दस्तैदञ्ज बरूस देणार m. 24_ विषयायतव्यरीरक्षामा बसे निवेदन करोत बाहेत को ते बस्तेंबल इस्तेवन कलन दिस्ताचे क्रवूड **६६न देवान्या** उपर निविध्द इसमा**स व्यक्तिल**ः **बोळबतात य** स्याची ओळख परविता**त.** Mala. भारतारसन. १९६३ Yadaw ? . yez - 933 + 149 7 CO 000 22-06-9ees

Dated this	8th	Day	Septem Bu	1993

BASUDEO BUILDERS (P) LTD.

BUILDERS

To

Shri / Smt./ M/s. ___ R. B. Yadav

AGREEMENT FOR SALE

For

SHOP

FLAT OFFICE

No. 3 on GROUND Floor

____ of Building Known as - ___

Anurag Apartment

Legal Adviser

H. H. SHARMA

(B. A. L. L. B.) BHAYANDAR (E)