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13<sup>th</sup>

**AGREEMENT FOR SALE**

THIS AGREEMENT is made and entered into at Mumbai this 13<sup>th</sup> Day of JUNE , 2019

BETWEEN

M/S. **KOSMOS AND APPLE REALTY** through its authorized partners having its place of business address at C-511 Jaswanti Allied Business Centre, Kanchpada, Ramchandra Lane Extn., beside Paras Indl. Estate, Malad (W), Mumbai-400064, hereinafter referred to as "**the said Promoter/Developer**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized partners, successors, nominees and assigns) of the **FIRST PART**.

AND

1) **MRS. POONAM RAMSAMOOZ SINGH** (Aadhar No. 2963 4274 7791)

aged about **40**, all residing Address at , Veja Visur Chawl, Room No 4,

Rani Sati Marg Kalhiawadi Chowk, Mumbai Malad ~~East~~ **वडल-४** 400097,

Maharashtra,

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hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include administrators, successors-in-interest and permitted A assigns) being party of the **OTHER PART**;

All parties to this Agreement i.e. Promoter, Confirming Parties and the Allottee are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party" as the context may require.

**INTERPRETATION:**

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply -

- a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, reenacted or replaced from time to time whether before or after the date hereof;
- b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- c) References to Recitals, Schedules or Annexures are, unless the context otherwise requires, references to recitals, schedules and Annexure of this Agreement;
- d) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.



- e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.

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f)	Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.	
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- f) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.
- g) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the



be modified and read accordingly whenever the allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.

- h) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter", "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Article, Recital or provision in which the said term has been used, unless the context otherwise requires.
- i) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- j) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- k) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.
- l) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- m) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof. The true interpretation of any matters / articles in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.



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**WHEREAS** one Mr. Popatlal Vrajlal Shah is the original owner of all that piece and parcel of land bearing CTS No. 17, 17/1 to 21 and 18, admeasuring area about 1400.30 sq. mtrs at Village - Pahadi Goregaon (E), situated at Haji Babu Road, Malad (East), Mumbai- 400 097, together with structures known as "POPATLAL HOUSE" originally consists of ground plus two upper floors with tenants hereinafter collectively referred to as the "Said Property", more particularly described in the Schedule hereunder written;

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*(Handwritten signature)*



14/06/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 4

दस्त क्रमांक : 8801/2019

नोंदणी :

Regn:63m

गावाचे नाव : पी.एस.पहाडीगोरेगांव	
(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	6000000
(3) बाजारभाव (भाडेपट्ट्याच्या वाढितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5140206.5
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन : सदनिका नं: सदनिका क्र - 1404, माळा नं: 14 वा मजना, इमारतीचे नाव: ओम हाईट्स, ब्लॉक नं: हाजी बापू रोड, रोड : मालाड पूर्व मुंबई 400037, इतर माहिती: विलेज - पहाडी गोरेगाव पूर्व. ( ( C.T.S. Number : 17,17/1 TO 21 AND 18 ; ) )
(5) क्षेत्रफळ	1) 43.55 चौ मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स कोसमोस एन्ड अेप्ल रियल्टी चे भागीदार मुकुंद पोपटभाई परमार वय:-48; पत्ता:-प्लॉट नं: ऑफिस नं - सी-511, माळा नं: -, इमारतीचे नाव: जसवंती एलाईड बिझनेस सेंटर, ब्लॉक नं: कांचपाडा, रोड नं: मालाड पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400034 पॅन नं:-AANFK5725D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-पुनम आर सिंह वय:-40; पत्ता:-प्लॉट नं: रूम नं - 4, माळा नं: -, इमारतीचे नाव: वेजा विसुर चाळ, ब्लॉक नं: राणी सती मार्ग, रोड नं: मालाड पूर्व मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400097 पॅन नं:-BOMPS6194A
(9) दस्तऐवज करून दिल्याचा दिनांक	13/06/2019
(10) दस्त नोंदणी केल्याचा दिनांक	14/06/2019
(11) अनुक्रमांक, खंड व पृष्ठ	8801/2019
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	370000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

**खरी प्रत**

सह. दुय्यम निबंधक, बोरीवली-४,  
मुंबई उपनगर विलेज.