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THE KAPOL CO-OP. BANK LTD.		
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Franking Value	Rs. 16400 00	
Service Charges	Rs. 1010	
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AGREEMENT FOR SALE

BETWEEN

Shri Shyamnaval R Mishra an Indian Inhabitant age about 40 yrs residing at 47-B Kamgar Nagar, S G Barve Marg, Kurla East, Mumbai 400024 hereinafter referred to as "VENDOR" (which expression shall unless it be repugnant to the context of contrary to the meaning thereof, be deemed to mean and includes his respective Legal heirs, Legal Representatives Executors, Administrators, Successors-in-interest, till the last survivors and permitted Assignee) as FIRST PART

अवसारक्षार अस

<u>AND</u>

MR AWADH KISHOR R GUPTA, Aged about 35 years
Indian Inhabitants residing at Jain Palace, Bhayender (East), Mumbai –
401105. Hereinafter referred to as "THE PURCHASER" which
expression shall, unless be repugnant to the context or contrary to the
meaning thereof be deemed to mean and include his/her/their respective
Legal heirs, Legal representatives, Executors, Administrators, Successors-ininterest, till the last Survivors and permitted Assignee of the SECOND
PART.

WHEREAS the Vendor hereto are the SOLE OWNER and are fully seized and possessed the flats on the free hold land situate, lying and being in the Revenue Village of Kharigaon , Bhayander , Taluka & District – Thane (M.S.) bearing of Survey no 120, Hissa no 2 , corresponding New Survey no 101 , Hissa No 2 containing by admeasurements 883 sq yards or thereabout equivalent to 860 sq mtrs Appx and as per the Terms & Conditions of the agreements dated 4th July 2005 between Landlords & Developers as well as vendor mentioned therein or thereabouts, more particularly described in the First Schedule hereafter written.

AND WHEREAS the vendor hereto propose to Sell and Transfer Flats in the Building Known as "OM SURAJ COMPLEX CO - OP HSG SOCIETY LTD" in the project on Ownership basis , which was formerly known as "Bose Bhavan' And Now it is "Om Suraj Complex" and now it is in the Possession of Mr Shyamnaval R Mishra.

AND WHREAS the Purchaser has/have agreed to acquire a Flat Premises bearing No 05 on the GROUND floor C. Wing in the Building Known as "Om Suraj Complex" having area of 395 Sq. Ft. Super Built Up Consisting of ONE ROOM And a Kitchen on the Terms, Conditions and Obligations hereinafter referred as "THE SAID UNIT"

AND WHEREAS, the Purchaser has / have taken inspection of the Title relating papers of the said Property an / or Unit and the sale Plans Approved by Purchaser and is / are fully satisfied with the same. It is agreed by and between the parties that the time is the essence to the contract; if Transferee fails to pay the full amount on or before APRIL 2007, then the agreement under execution would be treated as cancelled and/or null and/or void for non-performance of the agreement.

ी. 2 अविहारिकशार उसी

AND WHEREAS, the Vendor will be Executing Separate Agreements, with Several perosns and Parties for Sale of Flats / Shops and other Premises in the said Building mentioned herein and has been entered into subject to the Terms and Conditions of the essential recited Documents imposed hereafter by the District Collector / Commissioner and other Authorised concerned and also subject to Developers and / or for the Original Owners or the Mira Bhayandar Municipal Council / Corporation, or any other Concerned Authorised.

AND WHEREAS, the Purchasers has / have agrees to acquire a Unit as per the particulars set out hereinafter in the Building - Flats / Shops to be completed on this Plot of Land Property more particularly described in the First Schedule hereinder written at the Price and on the Terms & Conditions as set out hereinafter.

AND WHEREAS on demand purchasers shall be provided with Additional Amenities in the Flat/Shops Premises by the Vendor on the conditions that Purchaser shall agree to pay Additional Cost. A Separate Amenities Agreement for extra Amenities shall be Executed Between / Among Purchasers & Vendor and Contractors.

AND WHEREAS, the Purchasers has / have before entering into this Agreement, read & understand the meaning of this Agreement, and had understood the contents and also gone through all the Documents and orders required for the completion of the Project and after having understood the contents thereof, has executed THIS AGREEMENT.

NOW THESE PRESENTS WITNESSTH as follows

1. The Vendor is completing the said Building Flats/Shops on the said Plot of Land in accordance with sale Plans and Specification approved by the Second Party, more particularly described in the first Schedule hereunder written and the same have been kept at the site of the Building for inspection and which the Purchasers has / have seen and approved and has / have expressly agreed that the Vendor may make such Variations & Modifications therein as they may consider necessary and desirable hereafter or as may be required to be done by the Central Astate Government / the Municipal Corporation / Council or other Public Body of Local Authority.

३, उत्तर/वि. श्रीहराषी

	e Purchasers hereby agree / agrees to acquire Flat / 81/81/81/81/81/81/81/81/81/81/81/81/81/8
	uraj Complex " having a Area of 395 Sq. Super Built up or there
ab	outs ofSq. ft. Built up i.e. equivalentSq. ft.
Ca	rpet and consisting of Rooms and Kitchen on the Terms & Con
diti	ons and Obligations hereinafter to as the said "UNIT" as per the Plans
and	specifications seen and approved by him / her / them for a Lump Sum
Со	nsideration Price of Rs. $3.00.000/-1$
(Ru	pees Three Lacs Only.
	only) and the same will be paid by
the	Purchaser to the Vendor with in 2 months from the date if this
	eement.
The	Purchasers has / have inspect of all the Documents and Documents
rala	ting to the Title of the said Property. The Purchaser hereby accepts the
Van	dor, Right to Modify and of the Terms and Conditions of the said Agree
ven	nts, Documents, Sanctioned Plans and Requisite Orders of the
mer	cerned Authorities and agreed to Abide, Observe and Perform the
Cor	ne so far as they are Applicable or Related to the said Unit and the
sam	he so far as they are Applicable of Related to the Said Property Right
Buil	ding. The Purchaser hereby accepts the Title of the said Property Righ
of O	riginal Owners, and that of the Vendor herein to the said Property and
shal	I not be entitled to raise any Requisition or Objection in connection
	awith Salar Control
	ewith.
The	Purchasers herein has have paid the above given Sale
Con	sideration in instalments as under
D.	35,000/=(Rupees Thirty fire thousand Or
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- b) PROVIDED FUTHER THAT upon termination of this Agreement as afore said, the Vendor shall Refund to the Purchasers the instalments of Sale Price excluding the Earnest money with in reasonable time, the amount may till then have paid by the Flat / Shop Purchasers to the Vendor, who shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement, the Vendor shall be at Liberty to dispose off and sell the Unit to other person and on Terms as the Vendor may absolute think fit & Vendor Discretion exclusively.
- c) On the Purchaser committing any default in payment on due date of any amount due and payable by the Purchasers to the Vendor under this Agree ment (including his / her / their proportionate share of Taxes Levied by the concerned Local Authority and other outgoings) on the Purchasers committing Breach of any of the Terms and Conditions herein contained, the Vendor shall be entitled at their own options to TERMINATE this Agree ment, and in such event, the Purchasers shall have no right of any nature whatsoever either against the such Flats or against the Building and / or Vendor.
- d) The Vendor shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have FIRST LIEN & CHARGE on the said premises agreed to be purchased by the Purchaser herein.
- e) The Vendor are NOT BOUND TO GIVE and type of notice for requiring

 Balance payments and failure thereof shall not be pleaded as and excuse for Non payment of the amounts on the respective due date.
- 6. The Purchasers admit that he have taken Inspection of all the Documents required to be given by the Vendor under the Provisions of the MAHARASHTRA OWNERSHIP FLAT ACT and rules framed there under and hereby agrees and confirm that the Vendor shall have IRREVOCABLE UNFETTRED RIGHTS for the purpose set out herein below and the Vendor shall be entitled to Exercise the same as if the Purchasers had given the written prior consent to the Vendor as required under the said act and with a view to remove any doubts the Purchasers hereby confers upon the Vendor the Right and Authority for the purpose set out-below.

6 3-10/2/10/2/17 3/A)

- a) The Purchasers of the Unit herein and all other Purchasers of the Units in the said Building shall not have any Rights, Title and interest or claim in respect of the Open Spaces, inclusive of the common Garden area and that the Rights of the Purchasers are confirmed only to the Unit agreed to be sold.
- b) The Purchaser and / or the Society or Association of the Purchaser of all the units shall not raise any objection at any ground as to the Vendors Rights reserved herein hereafter.
- c) The Purchasers hereby agrees and undertakes to execute and deliver a letter according consent under section 7 of the Maharashtra Ownership Flats Act without raising any objections.
- 7. The Vendor shall give Possession of the said Unit of the Purchasers on or before ______day of ______if the Vendor fails to give Possession of the Unit to the Purchasers on account of reasons beyond the control Vendor and their Agents as per the Provisions of section & of MAHARASHTRA OWNERSHIP FLATS ACT, by the afore said date of dates prescribed in Section 8 of the said Act, the Purchasers may be at Liberty to Demand from the Vendor the amounts only already paid by him / her / them in respect of the said Unit to the Vendor with out interest.
- 8. Any request for carrying out Addition and Alternation in the said premises and / or in respect of the specifications and Amenities, by the Purchasers shall be carried out at the risk and extra cost of the Purchasers which shall be paid in advance by the Purchasers before the work is carried out by the Promoters / Contractors.
- 9. The Purchasers alongwith other Purchasers if flats shall join in forming and Registering the Society or a Limited Company to be known as "Suraj Complex "co-op. Hsg.Society Ltd. / Company Ltd. or as the name Proposed by Authority for the purpose from time to time and to sign and execute the Application for Registration and / or Membership and other Papers and Documents necessary for the Society & Company Ltd. and for becoming a member, including the Bye laws of the Proposed Society and

1319E17052118 25(A)

Charges and Expenses pertaining to the same. It is clearly understood and agreed that unless such amount is paid to the Vendor / Society by the Purchasers, the Vendor / Society will not be bound to Consent to such Transfer, and that the Vendor / Society will not be bound to give Consent to Transfer even if the Purchasers is willing to pay such Charges.

- 23. All the payment to be made under this Agreement shall be deemed to have been made if the same are paid in Cash against Receipt and if the same are paid by Cheques of Bank drafts then on the same being realizes and nototherwise.
- 24. The Purchasers agrees to sign and deliver such papers as may required by the Vendor from time to time including the necessary papers for installation of Electric Meter, Formation and Registration of the Society etc.
- 25. IT IS MANDATORY as per Registration Act, 1908 that every Agreement shall be duly Registered with the concerned Sub-Registrar of Assurances, within the Stipulated Time Limit. The Purchasers hereby shall immediately after execution of this Agreement Lodge the same for the Registration with the Sub Registrar of Assurances and shall furnish to Vendor Zerox Copy of the Receipt issued by Sub-Registrar of Assurances.
- 26. The Purchasers hereby Confirms, Convenants, Assures and Declares that he / she / has / have entered into this Agreement after going through and Understood the Contents with full knowledge of the Terms and Conditions herein contained.

THE FIRST SCHEDULE OF PROPERTY

HEREIN ABOVE REFFRED TO

ALL THOSE pieces of Parcels of Land and Flats on Ground bearing Old Survey No. 120, Hissa No. 2 corresponding New Survey No. 101, Hissa No. 2 containing by admeasurementh 883 sq. yds. or thereabouts situate, laying and being in the Revenue Village Kharigaon of Bhayandar, Taluka & District Thane and within the Jurisdiction of Mira Bhayandar Municipal Council / Corporation and bounded as under that is to say:

1 15

5 361Ellon21127 7

SOUTHBY On or towards the	OPEN PLOT
NORTHBY On or towards the	VAISHALI APT.
EASTBY On or towards the	BALAJI APT
WESTBY	MAIN ROAD
IN WITNESS WHEREOF, the Part subscribed their respective hands and Thane (MS.) 401105. The day, Month and	Seal, at Bhayander (E) District –
SIGNED, SEALED AND DELIVERED By the within named 'VENDOR" SHRI SHYAMNAVAL R MISHRA	
In presence of	हित्रबंधक राष्ट्री प्रतास Sub See (8 %) र प्रतास Sub See (8 %)
SIGNED, SEALED AND DELIVERED By the within named "PURCHASER"	Thans to the
MR AWADH KISHOR R GUPTA	37012/1012/12 33 47
In presence of	C. E. J. C. J. ver &
2	9204000

PATIL B A., Lt. B. (Bom.) igh Court, Bombay.

Office s

208/ Kitty Villa, Opp. Hotel D'Mello. Chatrapatl Shlvaji Marg. Bhayandar (W.1, Dist. Tlingo-40) 101

Rest, 1

4, Paradi ar Bhavan, Joran Rodriks Wadi. Gavdevi Road, Bhayander (WR) Dist. Thanc.

Date .

I have taken search of the records in the office Registrar Thane from 1967 to 1986 i.e. for the period of years in respect of land bearing 3.No.120 H.No.2 (Old) i S.ko.101, H.No.2 (New) totally admensuring at about 43 R or thereabout situated at Khari, Bhayendar, Tal. & dist. 1

I have noticed any transaction during abovemention period in respect of abovementioned property. I have also persued documents produced before me.

HENCE E HEREBY CERTIFY that Shit. Parvatibai Kashinath Patil is absolute owner and her title to the abovementioned good, clear and manketable and free encumorances or charge whatsoever.

SMI. PARVATISAI KASHIMATH TAIL is sub-civided the sei land into various plots. Smt. Partated The spinath Patil vide an Development Agreement executed by her an 1980 has transfered and assigned her rights have develo ment right in respect of plot No.6 to (12/2 both distribution in /3. Bosis solings has a right to develop the seld slot construction on the said plot.

BI MYALDALL.

Dated - 23-9-1938

Advocate, High Court hom

N. B.- Corrospondence at residence only.

NS NAA/Village Kborl /SR= 5 153 Office of the Add. Tahasildar, (N. A.) Thane-2.

Dated 19/1 /1965

READ : 1) The maintenance Surveyor's Report No.	
ii) Show cause notice dated- 5-1-89 149/89 dated: 13-1-89	
Bose Euilder	.
CRDER	
How B.No.101 # 2	
1) The land comprised in 2. To. 120 Hissa No. 2 of Village Khari Taluka Thane Dist. Thane, measuring 733 =00 Sq. Mtrs. according to the Record	
Sq. Mtrs. according to the Record	
We will the popular to out and an art and to a to be a	
being used for non-egricultural purpose unauthorized by the David Sand is	
by the Maintenance Surveyor in I am	
Chri Mad Daniel Charles Charle	
as per agreement The building plan was per agreement The building plan was	,
Navghar before station the near the same of Companion at	
before starting the construction/constructions.	
	•
2) The Occupant and Holder has / have converted the land for non-agricultural purpose	
Land Nevertue Code, 1968 and rules thereundor.	
3) Show cause notice in this case was served upon Shri/Smt. M/8.Bose	
Maintenance Surveyor has recorded the short has / have not replied to it. However the	1
The state of the statement of Shi H /B . Roge Po. 414 org	1
of Khari on 12-1-89 and he / sharl-than / is / on william	į
of Ehari on 12-1-89 and he / she-/-they-/ is / ere willing to pay NAA and Fine etc. for unauthorised construction.	-
4) In this case occupant / scrupants having used his / wair land admeasuring about 660. FOUR	5
Tobul Sq. Mirs. comprised in S No. 101.	1
Village Khari Taluka Thane District Thans for any principle of Red purpo	-
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use for Residential/Industrial / Commercial purpose without obtaining Permission of the	
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It is clarified that, the payment of amount mentioned in (1) and (2) above does not mean plantation of unauthorised non-agricultural use under Section 47 (b) of the Maharashtra Revenue Code, 1966. Recovery of N.A.A. & Fine is without prejudice in accordance the provisions of the Maharashtra Land Revenue Code, 1966 and rules thereunder adding demolition of the unauthorised structure. If the accupant and holder desires the unauthorised non-agricultural use may be regularised under Section 47 (b) of the code, he may apply within-six-months to the undersigned with necessary documents.

- i) NOC from the Competent Authority, Uthan Land Celling Inanto Ulhasnagar, Agglomoration.
- II) NOC from the A. D. T. P. Thane / Missing Corporation Lines Rulyne / Municipal Council Mira-Bhayander,
- 5 copies of the plan showing the site plan and building plan alongwith Gut Book Map.

ADDITIONAL TAHALSLDAR (N.A.) THANE-2.

12:47.1 Buildorn. alongwith site Shir / Smi lan for information. According to this N. A. conditional order dt. 19-1-89 he should pay an amount of Rs. 4976-00 immidiately to this office. Copy forwarded with Compliments to the Tahasildar Thane/UlhasAagar for taking note in T. F. IV and to issue a counter form for recovery of N. A. A. Copy to Talathi Saza Navghar being the amount of N. A. and Fine. He should recover Rs. 4509=95 4976=00 as V. P. Z. P. Cess, totalling to Rs. Rs. 465-85 report commpliance to this office. He should also take a note in Supplimentry Village Form II and issue Counterform immeditely. 20/12

THE SOUARE ASSOCIATES

REGP. ARCHITECTS, ENGINEERS, SURVEYORS

_{gremb}hai Moticamani (6 D. ARCH.) gamanbhai Mistry (G D ARCH.)

SCAR, OFFICE, 3 Staggle House, 1st Floor, Station Road, Brayandar (W), Thate-401 101 per CE: Visa Apartment, Gr. Floor, Bohind S. K. Dairy, Agashi R. ad. Vitar (West), Tai. Vasai. Thane-401 202.

DUPLICATE. Deta 21.13.91

TO WIDMSOEVER IT MAY CONCERN.

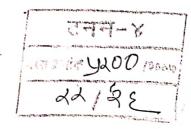
This is to certify that the construction work of the Building Boss They on land bearing S.Mo. 120 (Old), H.No. 2 on Cabin Road at Bhayandar Bast has seen completed by M's Bose Builders.

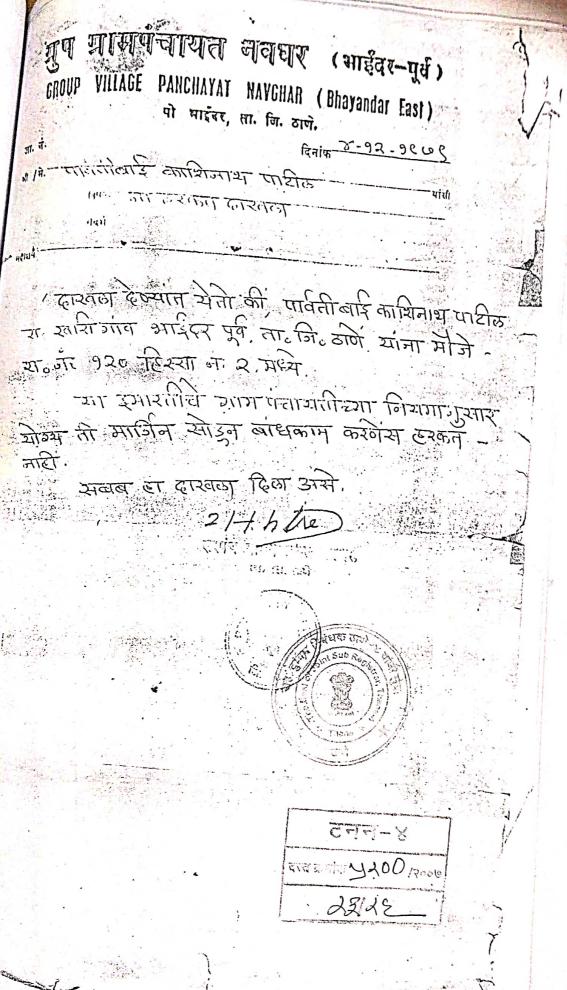
Further the building is Ground + 3 storied and no balance F.S.I. has been left over.

For THO SQUARE ASSOCIATES,

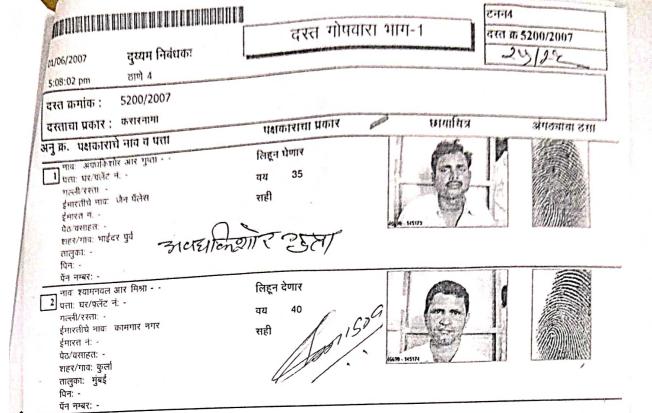
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मोक य वर्ष: 5200/2007

August 03, 2007

सूची क्र. दोन INDEX NO. II

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गावाचे नाव: खारी

विलेखाचा प्रकार, मोवदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटटचाच्या बाबतीत पटटाकार आकारणी देतो क्षी पटटेदार ते नमूद करावे) मोबदला रू. 300,000.00 बा.भा. रू. 675,280.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: 101/ ही नं 2 वर्णनः विभागाचे नाव - मौजे [गांव] खारी क्रमांक 2 (मिरा माईंदर महानगरपालिका), उपविभागाचे नाव - 2/17 - एल) भु- विभाग खारी गावातील नवघर रोडचै उत्तर बाजूस दर्शनी भाग असलेल्या मिळकमी व या रोडचे दक्षिण भागातील सर्व मिळकती सर्व्हें क्रमाक. सदर मिळकत सर्व्हें. नंबर - 101 मध्दे आहे. सदनिका क्र 05, तळमजला, सी वींग,ओम सुरज कॉम्प्लेक्स को ऑप हौ सो ली ,खारी, भाईंदर पुर्व (1)29.36 चौमी बिल्टअप

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(5) दस्तऐवज करून देण्या-या दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(7) दिनांक

करून दिल्याचा 21/03/2007

नोंदणीचा (8)

(9) अनुक्रमांक, खंड व पृष्ठ

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी

01/06/2007 5200 /2007

(1)-

रू 16364.00

रू 6760.00

(12) शेरा

सदरहू नक्कल श्री. श्रीकिश पी पार्शत । यांचा अर्ज क्र. 881 / २००७ अन्वये निर्गमीत केली असे.

(1) इयामनवल आर मिश्रा - -; घर/फुलॅंट नं: -; गल्ली/रस्ताः -; ईमारतीचे नावः कामगार नगर; पक्षकाराचे व संपूर्ण पत्ता नाव किंवा इंमारत नःः पेठ/वसाहतः -; शहर/गावः कुर्लाः, तालुकाः मुंबईः, पिनः -; पॅन नम्बरः -. (1) अवधिकिशोर आर गुप्ता - - घर/फलॅट नं: र् गल्ली/रस्ताः -; ईमारतीचे नावः जैन पॅलेसः ईमारत नः -: पेठ/वसाहतः - : शहर/गावः भाईदर पुर्वः तालुकाः -;पिनः -; पॅन नम्बरः -.

