

- 4 FEB 2002

(रुपये शंभर फक्त)

OFFICE OF THE
SUB REGISTRAR AND
ADMINISTRATIVE OFFICER
OLD CUSTOM HOUSE
MUMBAI-400 023.
MAH/CCRA/DIST/010

भारत
STAMP DUTY
महाराष्ट्र
SPECIAL ADHESIVE
Rs. ≈ 0000100/- 4.2.02
281984 00065
INDIA MAHARASHTRA
11040962011

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into
at Bhayandar this 5th day of February in
the Christian Year One ~~Thousand Nine Hundred~~ 2002.

B E T W E E N

M/s. M.S. Builders
Plu shanhi ganga BPP
Bhayandar

a Proprietary/Partnership firm of Builders and Property
Developers, hereinafter referred to as "the VENDOR"
(which expression shall unless it be repugnant to the
context or contrary to the meaning thereof, be deemed to
mean and include the Partners or Persons for the time
being of the said firm, their respective legal heirs,
executors, administrators and permitted assigns) of the
FIRST PART.

A N D

SHRI/SMT./M/S. Vinod P. Makwana
B,308 Sai Shanhi BPP
Cabin across Road Bhu (9)

hereinafter referred to as "the PURCHASER" (which
expression shall, unless it be repugnant to the context or
contrary to the meaning thereof, be deemed to mean and
include his/her/their respective legal heirs, executors,
administrators and permitted assigns) of the SECOND PART.

Vinod P. Makwana

WHEREAS the Vendors hereto are the sole Owners and are fully seized and possessed of a Freehold Plot of land situate, lying and being in the Revenue Village of Khari bearing Old Survey No. 65, New Survey No. 103, Hissa No. B(PPT), containing by admeasurement _____ Sq.Yards of thereabouts equivalent to _____ Sq.Metres or thereabouts, more particularly described in the Schedule hereunder written.

AND WHEREAS the Vendors hereto propose to sell and transfer Flats/Shops/Rooms in the Building known as Jain Darshan on OWNERSHIP BASIS.

AND WHEREAS the Purchaser has/have agreed to acquire a Flat/Shop/Room premises bearing No. 4-6 in 1A Wing in the Ground floor in the Building known as Jain Darshan having a Super Built-up/Carpet area of 185 Sq.ft. or thereabouts and consisting of one Rooms and a kitchen on the terms, conditions, and obligations hereinafter mentioned.

Vinod P. Makwana

AND WHEREAS the Purchaser has/have taken inspection of the title relating to the said property and the plans approved by the Competent Authority and are/is fully satisfied with the same.

NOW THESE PRESENTS WITNESSETH as follows :

1. The Vendors are constructing the said Building on the said plot of land in accordance with the plans and specifications approved by the Competent Authority more particularly described in the Schedule hereunder written and the same have been kept at the site of the Building for inspection and with the Purchaser/s has/have seen and approved and has/have expressly agreed that the Vendors may make such variations and modifications therein as he/she/they may consider necessary and desirable hereafter or as may be required to be done by the Government, the Municipal Council or other Public body or Local Authority.

2. The Purchaser, prior to the execution of this Agreement, has/have been fully satisfied the title of the Vendors hereto to the said property.

3. The Purchaser shall pay Rs. 100000/- (Rupees one Lakh only only) the total sale consideration of the Flat/Shop/Room in instalments, in the manner specified below:

- i. On the execution of this Agreement Rs. _____/-
 - ii. On completion of Plinth Rs. _____/-
 - iii. On the casting of 1st slab Rs. _____/-
 - iv. On the casting of 2nd slab Rs. _____/-
 - v. On the casting of 3rd slab Rs. _____/-
 - vi. On the casting of 4th slab Rs. _____/-
 - vii. On completion of _____ Rs. _____/-
 - viii. On possession Rs. _____/-
- Rs. _____/-

Handwritten mark

Vinod P. Makwana

4. The Vendors agrees to handover the possession of the said Flat/Shop/Room to the Purchasers on or before _____ day of _____ 199____, subject however, to the availability of Cement, Steel or other building materials, labour and also subject to any act of God, such as earthquake, flood, natural calamity, act of enemy, war or any other cause beyond the control of the Vendors.
5. The Vendors shall not incur any liability if unable to deliver possession of the said premises by the aforesaid date, in case non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or District/ Taluka/ Local/ Competent Authority or Public Body.
6. The Purchasers shall have no claim, save and except a particular Flat/Shop/Room hereby agreed to be acquired, that is to say, all open spaces, parking places, lobbies, stair cases, lifts, terraces, etc. will remain the property of the Vendors, until execution of the Conveyance in favour of a limited Company or a Co-operative Housing Society or an incorporated Body to be formed by the Purchasers of Flats/Shops/Rooms in the said building.
7. The Vendors shall have a right, until the execution of the Conveyance in favour of the proposed Society or a Limited Company, to make additions, raise Storeys or put up additional Structures, as may be permitted by the Competent Authority. Such additions, structures and storeys will be the sole property of the Vendors, who will be entitled to dispose off in a way he/she/they may choose and the Purchasers doth/do hereby accord his/her/their consent thereto.
8. As soon as the building is notified by the Vendors as complete, each of the Flat/Shop/Room holders shall pay the respective arrears of price payable by him/her/them within 10 days from the date of issue of such notice. If any Flat/Shop/Room holder fails to pay the arrears or the balance amount as aforesaid, the Vendors shall be entitled to put an end to this Agreement and forfeit the earnest money and all sums, if any, till then paid by the Purchasers and on such forfeiture, he/she/they shall have no claim whatsoever against the Vendors and/or to the said plot of land and/or to the said building and/or to the said Flat/Shop/Room.

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Vinod P. Makwana

9. Under no circumstances, the possession of the Flat/Shop/Room shall be given by the Vendors to the Purchasers unless and until, all payments required to be made under this Agreement by the Purchasers has/have been made.
10. The Vendors shall, in respect of any amount not paid by the Purchasers under the terms and conditions of this Agreement, have first lien and charge on the said Flat/Shop/Room agreed to be acquired by the Purchasers.
11. The Purchasers hereby agree to contribute and pay his/her/their proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the **SECOND SCHEDULE** hereunder written.
12. So long as each Flat/Shop/Room in the said building is not separately assessed for the Local Authority charges, water rates and other charges in force from time to time, the Purchasers shall pay a proportionate share of the said charges assessed on the said building, such share to be on the basis of an area of each Flat/Shop/Room in the said building.
13. The Purchasers hereby agree that in the event of any amount by way of premium to the Local/District Authorities and/or the State Government or betterment charges or development tax or any other rates and taxes of a similar nature, becoming payable by the Vendors, the same shall be reimbursed by the Purchasers to the Vendors in proportion to the area of the Flat/Shop/Room agreed to be acquired by the Purchasers and in determining such amount, the decision of the Vendors shall be conclusive and binding upon the Purchasers.
14. The Purchasers shall maintain, at his/her/their own costs, the Flat/Shop/Room agreed to be acquired by him/her/them and shall abide by all and singular, the bye-laws, rules and regulations of the Government, Local/Dist. Authorities or any other Competent Authority and Public body and shall attend to, answer and be responsible for all notices, violation of any other conditions or bye-laws and shall observe and perform all the terms, conditions and obligations contained in this Agreement.

Vinod P. Makwana

15. (a) The Purchasers hereby agree to pay all the amounts payable under the terms of this Agreement as and when become due and payable- Time in this respect being the essence of the contract.

(b) The Vendors are/is not bound to give notice requiring such payments and failure thereof, shall not be pleaded as an excuse for non-payment of the amounts on the respective due dates.

16. The Purchasers hereby agrees to deposit with the Vendors the sum of Rs.260/- (Rupees Two Hundred and Sixty only) towards membership fee and subscription of Five Shares of Rs.50/- each and further undertakes to be a member of Co-operative Housing Society or a Limited Company to be formed by the prospective Promoters; Purchasers of the Flats/Shops/Rooms of the said building and that the Vendors shall handover the sum so collected to the duly elected Chairman of the said Housing Society being formed by them. The Purchasers do/doth hereby agree to extend his/her/their co-operation in the formation of the said Co-operative Society and shall not object to, if changes and/or modifications are made in the draft Bye-laws, as may be required by the Registrar of Co-operative Societies or other Competent Authority.

17. Besides the sum of Rs.260/- indicated in the clause No.16, the Purchasers on or before possession of the premises, shall deposit an additional sum of Rs. _____/- as given hereunder :-

i.	Towards Legal charges	Rs. _____/-
ii.	Towards Deposit of the B.S.E.S. Ltd.	Rs. _____/-
iii.	Towards formation of Housing Society or Limited Company and Registration thereof	Rs. _____/-
iv.	Towards proportionate Share of taxes and other charges, if any	Rs. _____/-

Vinod R. Makwana

v. Towards Common lights
Watchmen, Sweepers and
other expenses necessary
and incidental to the
maintenance & up-keep of
the building

Rs. _____/-

vi. _____

Rs. _____/-

18. The Purchasers shall be bound to sign all the documents, papers and writings and to do all other things as the Vendors may require him/her/them to do, from time to time, for safeguarding the interest of the Vendors and of Purchasers of Flats/Shops/Rooms in the said building failure to comply with the provisions to this clause will render this Agreement ipso facto void and the earnest money paid by the Purchasers shall stand forfeited to the Vendors.
19. The Purchasers hereby covenants to keep the Flat/Shop/Room and partition walls, drains, pipes and appurtenance thereto belonging in good tenable condition and in particular so as to support, shelter, repair and protect the parts of the building, other than his/her/their Flat/Shop/Room.
20. The Purchasers shall not let, sell, transfer, convey, mortgage, charge, or in any other way encumber or deal with or dispose off the said Flat/Shop/Room nor assign, under-let or part with his/her/their interest under or the benefit of this Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Vendors, are fully paid and only if the Purchasers has/have not been guilty or breach of or non-compliance of any of the terms and conditions of this Agreement and until the Purchasers obtains prior consent, in writing, of the Vendors.
21. The Purchasers shall permit the Vendors or the Society and their Surveyors or agents, with or without workmen and others at all reasonable time, to enter into and upon the said Flat/Shop/Room or any part thereof or view and examine the state and condition thereof and to make good within THREE MONTHS of giving of such notice, all defects, decays and want of repairs of which notice, in writing, shall be given by the Vendors to the Purchasers.

Vinod P. Makwana

22. The Purchasers shall not use the Flat/Shop/Room or permit the same to be used for any illegal purpose whatsoever other than for residential purpose only, nor use the same in any manner for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other Flats/Shops/Rooms in the building or to the owners and/or the occupiers of the neighbouring properties nor for any illegal or immoral purposes.
23. The Purchasers will not at any time demolish or cause to be demolished the Flat/Shop/Room agreed to be acquired by him/her/them or any part thereof nor will he/she/they at any time make or cause to be made any additions or alterations of whatsoever nature of the said Flat/Shop/Room or any part thereof. The Purchasers shall not permit the closing of Varandahas or Lounges or Balconies or make any alteration in the elevation and outside colour scheme of the Flat/Shop/Room to be acquired by him/her/them.
24. The said building always be known as _____ as the name of the Co-operative Housing Society Limited or a Limited Company to be formed by the prospective Purchasers-cum-Promoters shall bear the name of " _____ " Co-operative Housing Society Ltd., and this name shall not be changed without the written permission of the Vendors.
25. The Purchasers shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown in his/her/their Flat/Shop/Room or in the Compound or any portion of the building.
26. After the building is complete in all respects and fit for occupation and after all the Flats/Shops/Rooms in the said building have been sold out and disposed off by the Vendors and has/have all dues payable by various Flat/Shop/Room holders under the terms of this Agreement. The Vendors shall execute an assignment in favour of the said agreement.
27. Any delay or indulgency by the Vendors in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver by the Vendors of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the right of the Vendors.

Vinod P. Makwana

28. All letters, receipts and/or notices issued by the Vendors and despatched UNDER CERTIFICATE OF POSTING to the address known to him/her/them of the Purchasers shall be sufficient proof of receipt of the same by the Purchasers and shall fully and effectually discharge the Vendors of all obligations of an Agreement for Sale.
29. The Name & Address of the Purchasers till the possession of the Flat/Shop/Room is taken by him/her/them is as under :-
Vinod P. Makwana,
B. 308 Sai Shikha App Cabin Cross Road
Bhayander
30. If the Purchaser neglects, omits or fails, for any reason whatsoever, to pay to the Vendors any of the amounts due and payable by the Purchasers under the terms and conditions of this Agreement (whether before or after delivery of the possession) within the time herein specified or if the Purchasers shall in any other way fails to perform or observe any one of the Covenants and stipulations on his/her/their part herein contained or referred to the Vendors shall be entitled to re-enter upon and resume possession of the said Flat/Shop/Room, everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Purchasers to the Vendors, shall stand absolutely forfeited to the Vendors and the Purchasers shall have no claim for refund or repayment of the said earnest money and/or other amounts paid and hereby agrees to forfeit all his/ her/ their right, title and interest in the said Flat/Shop/Room and the amounts paid and in such an event, the Purchasers shall also be liable to immediate ejection as trespasser. The right given by this clause to the Vendors shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement available to the Vendors.
31. The Purchasers shall not store in the Flat/Shop/Room the goods hazardous or of combustible nature or which are to effect the construction or structure of the building.

Vinod P. Makwana

THE FIRST SCHEDULE OF THE PROPERTY
HEREINABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground bearing
Old Survey No. 65, New Survey No. 103
Hissa No. 8(P.P.2) containing the admeasurement
 Sq.Yards or thereabouts equivalent to
 Sq.Metres or thereabouts situate, lying and
being in the Revenue Village Khari
in the Registration Sub-District Thane and within the
Jurisdiction of
and bounded as under, that is to say :

THE SECOND SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the roofs, gutters and rain water pipes of the building, water pipes and electric wiring under or upon the building and enjoyed or used by the Purchasers in common with the other occupiers of other Flats/Shops/Rooms and the main entrances passages, landing and staircases of the Building as enjoyed by the Purchasers or used by him/her/them in common with other Flat/Shop/Room holders and boundary walls of the building, compounds, terraces etc.
2. The cost of cleaning and lighting the passages, landing, staircases and other parts of the building enjoyed or used by the Purchasers in common with other holders.
3. The costs of decorating the exterior of the building.
4. The salaries of clerks, bill collectors, chowkidars, sweepers, etc.
5. The costs of maintenance of lights and service charges.
6. Municipal and other taxes, water charges, Land Revenue etc.

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7. Insurance of the Building.

8. Such other expenses as are necessary or incidental to the maintenance and up-keep of the building.

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

SIGNED SEALED AND DELIVERED by the)
withinnamed "THE VENDOR/S")
M/s. M.S. Builders)
Garasa Prasad P Singh)
in the presence of)

1.

2.

SIGNED SEALED AND DELIVERED by the)
withinnamed "THE PURCHASER/S")
SHRI/SMT./M/s. Vinod P. Makwana)
_____)
in the presence of)

Vinod P. Makwana

1.

2.

RECEIPT

RECEIVED of and from the withinnamed)
PURCHASERS the sum of Rs. 50000/-)
(Rupees fifty thousand only)
_____ only))
as and by way of part payment/full sale)
consideration hereinabove mentioned by cash,)
on dated the _____ day of Oct,) Rs. 50,000/-
19____, by Cheque/Demand Draft/Pay Order)
bearing No. _____, dated the _____)
_____ 190____, drawn on the _____)
_____)
_____ Branch, subject to Realisa-)
tion payable to us/me.)

WE SAY RECEIVED


WITNESSES :

1.

2.

To:

M/s. M.S. Builder
Atli Shreeh Ganga App.
Chennai

Re : Flat/Shop/Room No. G-6 on the
Grand floor in the building known as
Joint Parkview possession
thereof.

Dear Sirs,

This is to record that I/We have taken over the possession of
the Flat/Shop/Room No. _____ on the _____
floor agreed to be acquired on OWNERSHIP BASIS from you vide
an Agreement for Sale dated _____.

I/We say that I/We have inspected my/our above referred
Flat/Shop/Room in particular and the building in general and it
is in accordance with the Plans and Specifications and as per
the terms of the 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/Room hereafter.

As per the terms and conditions of the Agreement for Sale,
I/We shall bear and pay regularly every month my/our Share
towards all the 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
amount towards cleaning and maintenance of sanitation blocks,
W.C. Septic Tank etc.

Thanking you,

Yours faithfully,

Date : _____

Signature _____

Place: _____

Name _____