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## AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at BHAYANDAR this Lool in the Christian year One Thousand nine hundred and ninety BETWEEN M/s. FRIEND'S CONSTRUCTION CO., a Partnership = firm having it's office at S/12, Jagruti Apartment, Cabin Road, Bhayandar (E). 401 105. Dist. Thane. hereinafter called "THE BUILDERS" (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the present partner and the partners from time to time of the said firm the survivor or survivors of them and their heirs, executors, administrators and assigns of them and their heirs, executors, administrators and assigns of them are particularly the present partner and their heirs, executors, administrators and assigns of the present partner and the partner and the present partner and the partner and the present partner such last survivors) of the ONE PART.

hereinafter called "THE PURCHASERS" (Which expression shall unless it repugnant to the context or meaning thereof mean and include his/her heir executors, administrators and permitted assigns) of the OTHER PART.

Cont.

Proper Officer Sub-Registra\* \'asa

14/11/2002



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### WHEREAS:

A.]		o are absolutely s	seized and posses	sed of land
bearing O	ld Survey No. 12/	Hissa No/	'/ (part), n	ow having
correspond	ling New Survey.No/	06 H	issa No//	(part)
admeasurir	ngSq. Yards,	i.e. equivalent to		Sq.mtrs.,
situate, lyi	ng and being at Village	Khari, Bhayanda	r, Taluka and Dis	rict Thane
and in the	Registration District and	d Sub-District of T	Thane and more p	articularly
described i	in the First Schedule her	reunder written, h	iereinafter referre	ed to as the
"said prop	erty"	1. 1. 1.		

B.] The Builders have given the inspection to the Purchasers such of the documents mentioned in Rule 3 of the Maharashtra Ownership Flats Rules, 1964, (hereafter called the said Rules) as demanded by the Flats Purchasers.

C.] The Purchasers has agreed to acquire Flat/Shop No. 4.5 on the Grown floor in wing B the Building known as "JAIN PLAZA - A/B/C" which is being constructed on the said plot on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Builders shall construct the said building known as "Jair Plaza B." on the said plot in accordance with the plans designs, specifications approved by the MIRA BHAYANDAR MUNICIPAL COUNCIL which have been seen and approved by the Purchaser with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority which the Purchaser hereby gives consent.

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J. 1	he GIRRIANO	per Built-up area admeasuring 630, ie.5 sq.ft. i floor in wing 13 in the building known as
"IA		IBIE" (hereinafter called "the said Premises")
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3.	0	er shall pay to the Builders a sum of Rs. 5, 04, 000-
(Кир		Pakh & Jour thousand - only)
4		n respect of the said premises a part from the other payments
		chaser under the agreement to the Builders the purchase the Purchaser to the Buildings in the following manner.
(a)	Rs.	
(b)	Rs.	15% on or before completion of plinth work
(c)	Rs.	
(d)	Rs	
(e)	Rs.	/- /- 7% on or before completion IIIrd slab
(f)	Rs	
(g)	Rs.	
(h) .	Rs.	
(i) .	Rs	
(j)	Rs.	
(k)	Rs.	
(1)	Rs.	
(m)	R¢	
(n)	Rs.	
- 3	Rs.	



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- 4. IT IS HEREBY EXPRESSLY AGREED that the time for payment 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 any of the installments of the purchase price, the Builders will be entitled to terminate this agreement and in that event to refund to the Purchaser all the moneys paid by the Purchaser of purchase price hereunder without any interest after the said premises is sold to any other party as the Builders 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.
- 5. Without prejudice to the above and the Builder's 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 amounts due under this agreement if such amounts remain unpaid for seven days or more after becoming due.

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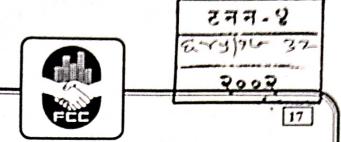
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- Any additions and alteration in the said premises and/or in respect. of 7. the specifications and amenities by the Purchaser, if agreed by the Builders, shall be carried out at the risk and extra cost of the Purchaser which shall be paid in advance by the Purchaser before the work is commenced by the Builders.
- 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 of 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 Purchasers of different premises in the said building.

The Purchaser shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her. All open spaces, lobbies, lifts, terrace etc. Will remain the property of the Builders until the whole building is transferred to the Co-operative Society as hereinafter mentioned but subject to the rights of the Builders as hereinafter stated.

- 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, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or any other user that may be permitted by the MIRA BHAYANDAR MUNICIPAL COUNCIL in that behalf and the purchaser or his/ her assignee/assignees shall not object to the user of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.
- 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 user as may be permitted by the Builders and the MIRA BHAYANDAR MUNICIPAL

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- 41. The name of the Society shall be determined by the Builders and the Purchasers shall not be entitled to change such name in future at any time.
- 42. 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.
- 43. The Registration of this Agreement is Compulsory and mandatory under Section 4 of the Indian Registration Act, 1908 and as also the Maharashtra Ownership Flat. Act, 1963 within 3 months from the date of execution hereof, failing which attracts heavy penalty. The Purchaser shall at his/her cost lodge this agreement within 3 months from the date hereof for registration with subregistrar 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. The Purchaser shall pay stamp duty, registration fees and other incidental expenses for registration of this agreements.
- 44. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. at his/her address specified below:-

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B. 308 Shiv shaled Darsham

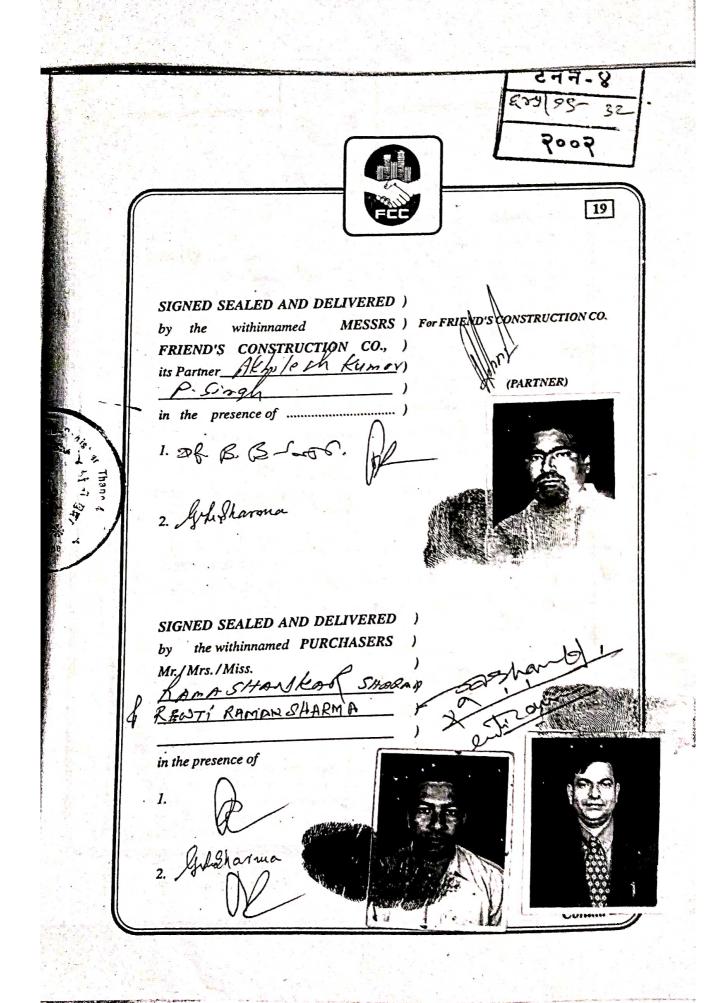
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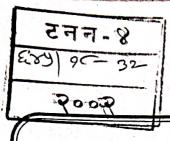
45. It is hereby expressly agreed by and between the parties hereto that the Builders shall give water connection as and when the Mira Bhayandar Municipal Authority grants to them.

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46. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to terrace flats in the said building, if any, shall belong exclusively to the respective purchasers of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builders of from the Society or as the case may be the Limited Company.

IN WITNESS WHEREOF the p. vies hereto have hereunto set and subscribed their respective hands at Bhayandar the day and year first hereinabove written.

### FIRST SCHEDULE ABOVE REFERRED TO:

No. 121, Hissa No. 1/, 12 (part), having	d or ground bearing Old Survey g New Survey No. 106 . Hissa
No. 1 1 (part), admeasuring	sau vds. i.e. eaujvalent
tosq. mtrs. or thereabout, situate, lyin	g and being in the Revenue Village
Khari, Bhayandar (East), Taluka & District T	hane, in the Registration District
and Sub-District of Thane and bounded as followed	ows:-

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# मिरा-भाईंदर नगरपालिका पार्पप्रद

सुरुप कार्यालय भाईदर (पश्चिम) एक्वती विचाली महाराज मार्गः भाईवर (पश्चिम). पिन कोड नं. ४०१ र०१

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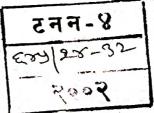
याचले :-१) भ्री/भ्रीमती एत्या जिल्ला जिल्ला पार्टाह्य यांचा दि. 39/3/20 चा थर्ज.

- ्र) करन लॅन्ड सिलिंग खालील सक्षमं प्राधिकारी नागरी संयुक्त ठाणे पांच्याकडील आदेश मा युक्त सी/टी के/भाईतर/एस आर जिल्हा में जूरी.
- वे] में सहाय्यक संचालक नगररचना ठाणे यांचेकडील आदेश क्रमांक गांधकाम/परचानगी/भारिदर/ठाणे/ससं/ठाणे ८०० दि. ८७७ ची मंजूरी.
- प्र] में जिल्हाधिकारी साो., ठाणे यांचेकडील आदेश कमांक महस्तूल/ कक्ष )- १९-१५/२० दि. . . . १८० अकृषिक मंजूरी.
- भ) मिरा-भार्देदर नगरपालिका परिभद्र जा. कमांक 639 2. १८ १७ अकृषिक मंजूरी.

## -ः आदेश :-

सर्हें नं के अव १/३१३२ प्रियों विकार के विकार क

१) बांधकाम इकडील पत्र था. ि ३००० वि. ि १००० वि. मंजूर केलेश्या प्रशांत प्रमणे करणे आवश्यक आहे.





पालमः करण्याची जनावदारी अजदार होती आहेत त्यांच रहापन का नीत परचानती रह कर्त जार्रेक व स्वांची जनावदारी अर्जवासावर राहीतः

- है। मेर जिल्हाधिकारी स्ती. ठाणे धांचेकादील भारता हि २८ डि. १० में पालन करण्याची जवायवारी भजवाराची अधूम अन्य संयंधीत कापसाची पूर्वता करण्याची जवायवारी सर्जवारावर राहोल.
- भ) सदर बोधकामाची मुदत दि. १ १ १ १ । पासन दि. १ १ १ । पासन दि. १ १ १ । पर्यंत राष्ट्रीलः



(निर्धायकारी

मिरा-भाईवर नगरणालिका परिचव



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- पद्धाः । के अत्यादान प्रति वादान रवायात्र स्थान के अत्यादा । विषय । के अ
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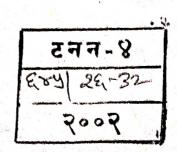
ें तुरुत आहे-अंतर ता अंतर मुक्ता स्वीविधान्त् वामार के व त्या तहमांच्या प्रतिविधान्त का अंतरना स्वाप्त म्हा, म्हानामा स्वाप्त स्वतन ठ० वर्षः भावत हमस्य स्वाप्त महिल्या स्वतिम कार्य प्रतिविध वाचा महिल्या कार्याः वाचा स्वतिव्यामात्त्रील व्यक्त मानिव्याम्बत्ताः इसस्य अंतर्भः वर्षः आहेद्रात में व वाचास सामान्य सामान्य ।

वित्र नवर्गाः नाता क्ष्रास्त्रद्ध वान्त् व्यवता अध्यापमा ११६६ वे व्यव १० व व वित्रामा व्यवहार्षः व व्यव १० व व व वित्रामाध्यक्षात्रः वार्णे परिवाली क्षित्रं व्यवस्था अधिक क्ष्राधात्रः । १ व्यवहारः । वाक्ष्रा वार्णे धौना व्यवहार क्ष्राणे व्यवहार्षः व व्यवहार्षः । १ व्यवहारः । विद्या व्यवहार्षः वार्णे धौना व्यवहार्षः वोश्राप्तः व्यवहार्षः व्यवहार्षः व्यवहार्षः व्यवहार्षः व

भी कुरवरणों कोशा हता व एका वास्ता देते. एकस परेत कुरान देता भी क्रिक्त करें

हो भीवास्ति व्यवस्ति हैं होने भाग वास्ति में व स्वापशाव हमा स्वत्य में माणे प्रदेश अन्य गर्देश क्या का का का का का का का माणे प्रदेश अन्य गर्देश का का कि कि अने का का माणे क

कार विद्यान होता उठ में है जाता अकार 14 काड़ मिलाका क्रिया क्रिया क्रिया है। विद्यालयों केल्या है के किला करना में बद्धा क्षियों क्षेत्र क्षेत्र क्ष्या क्रिया क्ष्या क्ष्



के अनुवाहता के कारत अवोक्ष्य के प्रति तिवासत के ति एता अवेद कारत कार प्रवाहत के अनुवाहत के के कि अवेद अहिला के अविद्या के कि अवेद क

हेर कार्य है। जाता कार्य के जाती कार्य के जाती कार्य कार्य है। जाता कार्य कार

प्राचिति । विशेषित । विशेषात्र अस्तार्थ । विशेषात्र अस्तार्थ । विशेषात्र । विष्णात्र । वि

वेतु-रामाणी - वर्तिने अभाग विभिन्नेचा विवस्त किते मधीजनाप्टर्ग वापर विभाग कि पंचारित्त मुद्धार केते अतेन आर्थित विभाग क्या विनादित्त कर्ति । विभाग कि क्या वापराम स्थल केता अतेश भी विभाग प्यामित उक्त मधिन्याच्या सम्बद्धाराको कालो कि केते विद्यालाम अधिने वा विदेव कर तो और करण्यास भागा स्थल होते । व्यापता क्या विभाग या प्रतिवाद स्थल विभागतीतिम भागा स्थल होते । विभाग विभाग मुन्यो स्थापर क्रा वास्ति करण्यात

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तित हाजपादन विकासियान-पासा भागा स्थाता विवा परिश्वाम कर्न अरक्वापि हुनेत होने किरवड़ा क्रमापि जान अर्जून योगाचा दिवा स्वाप्तरकार्य जिल्ला होने अनु राजन्यी च नारक्ष चिन्न परक्षाया राज्याचा करानुम बुकुर जिल्ला ने जाना जाया जार स्थान

१८, द्वे हे तेला में वर्तानया, मुंद्धे कुन्ताप्तर म रोक्यापन आधारण है। हिंद किया है। तेला में वर्तानया अधिकारण अधिकारण प्राप्त कारण है। वर्तानया अधिकारण के तेला कारण है। वर्तानया के वर्तानया के तेला कारण है। वर्तान कारण ह

१८) ता करिन रिवेशन दिन्दामा दिन्दी ताम्यून एता दिवसी आहे । ताहर के ता राजा रूपा वा कार्यक्टर का उटानी के ११६० 00 इंडिंग र व्य स्वति । कि को १९ विता व्याप्त अपूर्व अपूर्व स्वति कार्योक्त वा विद्यापति कार्योक्त वा विद्यापति कार्योक्त वा व्याप्त देण्या कार्यक्त व्याप्त कार्यक विद्यापति कार्यक व्याप्त कार्यक विद्यापति कार्यक व्याप्त विद्यापति कार्यक वित्यक विद्यापति कार्यक विद्यापति कार्यक विद्यापति कार्यक विद्यापति

ं तिरुष्ट्र जिस्सी की विस्तर

तिः अन्तित्व तुर्वे पार्टाव ता भाववैद्यात्र तथा वाणीः

इ. । तर्ग - । है । हिस्ति । , अने संवाहित्य काला है। आनुस्ति । है । इ. देव वर्गेः इ. काम ते सम्मादितिहाल्य अले कारे हैं हुन न दिवास्ति है।

Harrie Harries

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