2500 CITIZENCREDIT CO-OPERATIVE BANK LTD. LIc # D-5/STP(V)/C.R. 1009/01/2004/2089-91 Pay to : Acct Stamp Duty Mumbal Name of the stamp duty paying party Service Chgs (Rs.10 per doc DD / Cheque No. Drawn on Bank Franking Value Br. Bandra ran ID AGREEMENT FOR SALE ARTICLES OF AGREEMENT made at Mumbai this 10th day of september, 2005 BETWEEN M/S. DRASHTI CORPORATION a registered Partnership firm created under the Indian Partnership Act, 1932 having PAN AAEFD 7335 F having its registered office at 201, Acme Shopping Arcade, Sona Talkies Compound, Trikamdas Road, Kandivali (West), Mumbai - 400 067 hereinafter for the sake of brevity referred to as the 'Developer' (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its present Partners, their successors and assigns) Participation Part. AND

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Mr./MES. NARENDRA RAGHO ANGAN aged about 31

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about 27 years having PAN _______ of Mumbal Indian Inhabitant/s residing at BANDRA POLICE CTINE, c 22, , R.K. PATKAR MARG, BANDRA(W) M - 50, hereinafter referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors administrators and assigns) of the Other Part;

WHEREAS:

- A) Charkop Anupam Co-operative Housing Society Ltd., is a society registered under Maharashtra Co-operative Societies Act, 1960 at Mumbai, having its registered office address at Plot No. 25, RSC- 22, Survey No. 41 (Part), Village- Charkop, Taluka Borivali, Dist. Mumbai Suburban situate at Charkop, Kandivali (W), Mumbai 400 067 bearing Registration No. BOM/MM/HSG/TC/9071 Dt. 23/06/1995. (Hereinafter referred to as said "Society").
- B) The Society is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that leasehold plot of land admeasuring about admeasuring 1997.10 sq.mtrs. being Plot No. 25, RSC- 22, Survey No. 41 (Part), Village- Charkop, Taluka Borivali, Dist. Mumbai Suburban situate at Charkop, Kandivali (W), Mumbai 400 067 and more particularly described in the Schedule -I hereunder written (hereinafter for brevity's sake referred to as "the said property").

 C) By and under Development Agreement dated 03/06/2005

executed by the said Society on One Part and the Develo

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करर - ३ भुरुक । ४ herein on Other Part (hereinafter referred to as the said Development Agreement), the Society entrusted to the Developer the work of development of the said property, for consideration and on the terms and conditions therein mentioned. The said Development Agreement is duly registered with Sub-Registrar of Assurance, Borivali Taluka- Bandra on 03/06/2005 under Serial No. BDR-11/02922/05.

- D) The Developer has declared and represented to the PurOchaser/s and the Purchaser/s have verified the following:
 - a) By and under the said Development Agreement dated 03/06/2005 it has been interalia agreed by the Developer that within 24 months from the date of receiving vacant peaceful possession of the said property, the Developer shall handover to the Society duly constructed and completed building as per the plans and specifications, and modifications if any, approved by the Municipal Corporation of Greater Mumbai (M.C.G.M.) with the amenities mentioned in the said Development Agreement.
 - Development of said property and after allotment of flats to the members of the Society, the remaining flats constructed by the Developer by utilizing balance and Transferable Development Rights (i.e. TD, R.) in the said property will be available to the Developer for sale to

various Purchaser/s who would be ultimately

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completion of the entire project on the recommendation of the Developer be admitted as members of the Society.

- C) The Society and Developer have jointly appointed M/s

 Space Moulders, having address at 281/2229, Motilal

 Nagar No. 1, Goregaon (West), Mumbai 400 104

 registered with MCGM, as the Architect for the said project

 with whom Developer has executed standard Agreement

 as per the Agreements prescribed by the Council of

 Architects. Similarly the Society and Developer have

 appointed M/s Span Consultants having office at Kandivali

 (West), Mumbai 400 067 as the Structural Engineers for

 preparation of structural designs and drawings for the

 construction of building.
 - d) The Society and Developer through the said Architect have got the building plans and specification approved from M.C.G.M. under IOD No. E.B./CE/A-3273BS/AR/21-10-2003. On the basis of said I.O.D., the Work Commencement Certificate bearing No. CHE/A-3273/BP(WS)/AR dt. 19/06/2004 is also obtained by the Developer. Hereto Annexed and marked "Annexure A" is the copies IOD and C.C. issued by MCGM.
 - e) By virtue of said Development Agreement dated of 3/06/2005, the Developer has right to develop the said property and to sell the flats in the building to be constructed by the Developer on the said property and for the purpose to enter into the agreements with the

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Purchaser/s of the Flat/premises and to receive the sale price in respect thereof.

- Developer has given inspection to the Purchaser/s all the documents of title relating to the said property and the various permissions, the Development Agreement and the building specifications prepared by the Architect M/s Space Moulders and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 (hereinafter referred to as `the said Act').
 - Mr. J.K. SHETTY Advocates for the Society, copies of the property card, 7/12 extract and revenue records of title to the said property in which the said flats are to be constructed and copies of the plans and specifications of flat/Shops/Parking Space agreed to be purchased by the Purchaser/s approved by the Municipal Corporation of Greater Mumbai has been inspected by the Purchaser/s. A copy of the Certificate of Title Dt. 24/03/2005 with respect to the said property of Society issued by Mr. J.K. SHETTY

Advocate is annexed and marked as Annexute

Agreement.

certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Developer

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while developing the said property and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the M.C.G.M.

- The Purchaser/s has/have requested the Developer for allotment to the Purchaser/s Flat/Shop No. A 202 on Second floor admeasuring about 60.98 sq. meters. Built up and Car Parking Space No. ____ admeasuring ____ Sq.mtrs. Built up (more particularly described in the Schedule II hereunder written) in the building proposed to be constructed, by the Developer.
- F) At the request of the Purchaser/s the Developer has agreed to sell to the Purchaser/s the aforesaid Flat/Shop/Car Parking Space at the price and on the terms and conditions hereinafter appearing.
- Flat/Shop/Car Parking Space at or for the total price of Rs.1494000 /= (Rupees FOURTEEN LAKHS NINTETT only) (more particularly described in the Schedule II hereunder written).
- H) Under section 4 of the said Act the Developer is required to execute a written agreement for sale of the said Flat/Shop/Car

Parking Space to the Purchaser/s being these presents

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREE

AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Developer shall develop and construct a residential building known as **ANUPAM** on the said property more particularly

known as ANUPAM on the said property more pa

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