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Dombivli
P-1721
18-11-82

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AGREEMENT FOR SALE
IN
HARI DARSHAN
CO-OP. HOUSING SOCIETY
(PROPOSED)

IN SURVEY NO. 208 A Hissa No. 2 & 3 Part of
Chole Village Within Kalyan Municipal Corporation of Dombivli
area formerly known as Dombivli Municipal Council Dombivli, Taluka Kalyan,
Dist. Thane.

FLAT/UNIT/SHOP/GARAGE No. 4 On Ground Floor
of Building Hari Darshan Co-operative Housing Society (proposed)



— BUILDERS —
M/S. S. DEVJI & CO.
Madhav Niwas, Gokhle Road, Naupada, Thane-400602.

6925



क्रमांक 67-9029
91-99-11

करारनामा क्रमांक 31100
जे.के. विकास सो.के.

दस्तावेजाचा प्रकार -

सादर करणाराचे नाव -

श्रीलालपमाण को (मिळाली) :-

- नोंदणी फी
- नक्का फी (फोटोकॉपी)
- पुष्पकलाची नक्का फी
- दयाल अर्ज
- नक्का किंवा सापत (कलम 42 वे 43)
- शोध किंवा निरोधक
- बंड - कलम 24 अन्वये
- कलम 30 अन्वये
- प्रमाणित नक्का (कलम 43) (फोटोकॉपी)
- द्वार फी (बांधील पाठ्यावरिष्ठ) काय. क.
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डा.के. विकास, पुणे

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constituting
executors,

दस्तावेजाचा
नक्का

रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल.

डा. विकास यांचे
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दुय्यम निबंधक.

दुय्यम निबंधक, करवा

दस्तावेजाचा वाचनी भाग दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवली जाईल.
हवाली करावा.

सादरकर्ता.

at present residing at 11/9 Vivekanand society
Guru mandir road
Saraswat colony Dambhli (E)

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hereinafter called "the Buyer/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 and administrators) of the OTHER PART.

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एकूण मुद्रांक शुल्क रु. २०००/-

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मुद्रांक संपादनक, मुंबई

Agreement For Sale

ARTICLES OF AGREEMENT made at BOMBAY this day of 17th NOV. 1986

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BETWEEN

M/s. S. DEVJI & Co. having their office at Madhav Niwas, Gokhale Road, Navpada Thane-400602 hereinafter called the "Builders (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being constituting the said firm of M/s. S. Devji & Co. the survivors or the survivor of them and the heirs, executors, and administrators of the last such survivor their/his/her assigns) of the one part.

AND

Mr./Mrs./Messrs. Narendra Nilakanth. Zope
Age 28 years Occupation Business
at present residing at 11/9 Vivekanand society
Guru mandir road
Saraswat Colony Dombivli (E)

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hereinafter called "the Buyer/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 and administrators) of the OTHER PART.

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WHERE AS

a) By an Indenture of Conveyance dated 26th July 1982 and registered at Bombay under Serial No R-1849/82 and made between Smt. Vidula Purshottam Vaidya therein called the Vendor and M/s. Bharat Builders therein called the Purchasers. The said Smt. Vidula Purshottam Vaidya did there by grant, sell, convey, transfer and assign to the said M/s. Bharat Builders all that the immovable property at Village Chole, Taluka Kalyan, District Thane, admeasuring about 566.04 sq. metres or thereabouts and bearing Survey No. 2088, Hissa No. 2 & 3 and bearing C. T. S. Nos. 4352 to 4355 more particularly described in the Schedule thereunder written being more or less the same as described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the said property.

b) By an agreement for Sale dated 18th day of October 1985 and made between the said M/s. Bharat Builders therein called the Vendors of the one Part and the Builders therein called the Purchasers. The said M/s. Bharat Builders agreed to sell the Builders therein all that said property more particularly described in the First Schedule hereunder written at/or for the price and on the terms and conditions therein contained.

c) Pursuant to the said Agreement for Sale dated 18th day of October 1985 the said M/s. Bharat Builders on the 30th day of October 1985 put the Builders herein in possession of the said property with authority and rights in favour of the Builders to construct the building on the said property and to sell flat/shop/Unit on what is popularly known as "Ownership Basis".

d) The Builders herein entered into Agreement for Alteration modification with the existing tenants whonames and details are given the same Agreement for sale dated 18th day of October 1985.

e) The Builders have handed over to the Buyer/s herein true copies of the Plans approved by the Dombivli Municipal Council as it then was and other documents and papers including the documents hereinabove recited as are required to be furnished by the Builders to the Buyer/s under the Maharashtra Owner Ship Flat Act. The buyer/s has/have accepted the receipt of the said documents.

f) The Certificate of Title is issued by M/s. Mahesh Jani & Co. Solicitors and Advocates for the Owners, a copy whereof is hereto annexed and marked "A".

g) This Agreement is for sale of flat/shop/garage/unit/parking space mentioned herein has been entered into subject to the terms and conditions of the hereinabove recited documents and the terms and conditions imposed or as any be imposed by the Kalyan Municipal Corporation and/or other authorities and also subject to the variations and/or modifications of amendments of Building Plans as may be agreed upon between the Owners, the Builders and the Kalyan Municipal Corporation and/or Urban Land Ceiling Authorities and the Buyer/s has/have given full and absolute consent to such variations, modifications or amendments of the Building plans.

h) The Buyer/s has/have seen and approved the said Plot of land and has/have inspected the building under construction and Buyer/s has/have seen and read over the aforementioned documents papers and terms and conditions thereof and after satisfying himself/herself/themselves about the said documents and also title to be said land and the building under construction thereon and have been accepted the title as clear marketable and free from encumbrances and after so approving, verifying inspecting and satisfied himself/herself/themselves about all the aforementioned the Buyer/s has/have agreed to acquire ~~Flat~~No. — /Shop No. 4 /Garage No. — Unit

i. — No. — on the Ground floor of the Building being constructed by the Builders to be known as "Hari Darshan" at or for the said sum price and on the terms and conditions as hereinafter provided.

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

1. The Builders shall construct the said proposed building on the said plot of land consisting of the flats and shops in accordance with the plans, design and specifications seen and approved by the Buyer/s with such variation as modifications as the Builders deem necessary and proper and as per the direction of the Kalyan Municipal from time to time. The Buyer/s, hereby agree/s to such variations and modifications

2. The Buyer/s declare that the Buyer/s has/have inspected and investigated the title to the said property and has/have satisfied himself/herself/themselves about the title to the said property and he/she/they shall not be entitled to further investigate the title of the Builder or the Builders, vendors and/or the persons named in the recitals hereinabove and no requisition or objection shall be raised by the Buyer/s on any matter relating to the time or otherwise howsoever.

3. Buyer/s hereby agree/s to have and acquire the said ~~flat~~ ^{shop} bearing No. 4 on the Ground floor in building "Hari Darshan" now being constructed on the said land, more particularly described in the Schedule hereunder written as afore said and hereinafter called "the said Flat" the Plan and specification of which are seen and approved of by him/her/them, the Buyers for an aggregate sum of Rs. 36900 = 00 (Rupees Thirty six thousand nine hundred only). The said flat is more particularly described in the Second Schedule hereunder written.

4. The Buyer/s agree/s to pay and discharge the above said consideration for the acquisition of the said flat/shops to be acquired by him/her/them as under :

a)	On or before the execution hereof	97% 95% of total consideration	Rs. 35793000
b)	" " " " Completion of Plinth	10% " " "	Rs. _____
c)	" " " " casting First Slab	10% " " "	Rs. _____
d)	" " " " Second Slab	10% " " "	Rs. _____
e)	" " " " Third Slab	10% " " "	Rs. _____
f)	" " " " Fourth Slab	10% " " "	Rs. _____
g)	" " " " Fifth Slab	10% " " "	Rs. _____
h)	" " " " completion of the brick work	12% " " "	Rs. _____
i)	" " " " completion of the Internal & External plaster of complete building.	10% " " "	Rs. 1107000
j)	At the time of handing over the possession of the said Flat.	3% " " "	Rs. _____
Total		100%	Rs. 36900000

The aforesaid payments shall be made directly to the Builders on or before the dates mentioned above and upon failure to do so the Builders shall be entitled to cancel this agreement by giving ten days notice in writing.

5. The Notice referred to will be sent to the Buyer/s through post under certificate of posting at the address herein given, which shall be a sufficient discharge to the address herein given, which shall be a sufficient discharge to the Builders for this purpose.

6. On default of any or the payment of any instalment/s by the Buyer/s aforesaid this Agreement shall at the option of the Builders come to an end and the amount till then paid by the Buyer/s shall stand forfeited and the Buyer/s shall have NO CLAIM of any nature whatsoever against the Builders. It is expressly agreed by and between the parties hereto and in respect of the above payment time is the essence of the contract. Upon termination of this Agreement as aforesaid or for non-observation or non-performance of any of the terms and conditions hereof or for any reason whatsoever the Builders shall be entitled to resell the said flat/shop to any other person of their choice at such consideration as they may determine and the Buyer/s shall have no claim whatsoever in respect of the said flat. For the sake of clarification it is recorded here that instalment shall due on the date the Slab is cast and the Certificate of the Architect to that effect shall be final conclusive and binding upon the Buyer/s.

7. Without prejudice to their rights under these presents, and/or in law the Buyers shall be liable to pay to the Builders interest at the rate of 18 percent per annum on all the amounts due and payable by the Buyer/s under these presents, if such amounts remain unpaid for ten days or more after becoming due.

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8. The possession of the flat/shop/garage parking space shall be given only after the Conveyance in respect of the said property more particularly described in the First Schedule hereunder written is signed and executed by the Owner in favour of Co-operative Society/Limited Company or an Association of Apartment Owners as the case may be in the meantime the Builders have obtained Conveyance of the said property in their favour. The Buyer/s agree/s to sign and execute all necessary papers and documents which are required to be executed byher or them for forming a Limited Company, Association of Apartment Owners or a Co-operative Society as the case may be. It is specifically agreed and understood that even after the execution of the conveyance as aforesaid the delivery of possession of said flat/shop/garage parking space shall be subject to the Buyer/s having complied with and/or having observed and performed all the terms and conditions of this Agreement and the Buyer/s has/have paid all the payments due to be paid by him/ her or them due to the Builders from time to time without committing any default in payment thereof.

9. If for any reason the Builders are unable to give possession of the said Flat/Garage/Shop/unit to the Flat Holder within the time specified under clause 12 above, or within any further date agreed to by any between the parties, hereto, then and in such case the Flat Holder shall be entitled to give notice to Builder terminating this Agreement in which event the Builders shall within two weeks from the receipt of such notice, refund to the Flat Holder the aforesaid amount of deposit and the further amount only without interest, that have been received by the Builders, from Flat Holder as instalment/part payment in respect of the said Flat, as well as simple interest on such amounts at the rate of 5 percent per annum from the date of receipt till repayment.

10. Commencing a week after notice is given by the Builders to the Flat Holder that the said Flat garage shop/unit is ready for use and occupation, the Flat Holder shall be liable to bear and pay all taxes and charges for Electricity, other services and outgoings payable in respect of the said Flat as mentioned in Clause (11) hereof.

11. The Builders shall have an absolute right to make additions, alterations raise storeys or put up additional structures as may be permitted by Kalyan Municipal Corporation. Such additions, alteration, structures and storeys will be the sole property of the Builders who will be entitled to dispose it off in any way they choose and the Flat holders hereby consent to the same. The terrace of the Building including the parapet wall shall always be the property of the Builders and the Builders shall also be entitled to display advertisements, on the walls of the water tanks standing on the Terrace and shall be exclusively entitled to the income that may be derived by display of the said advertisement. The Agreement with the Flat Holders and all the purchaser of other flat/garage/shop unit in the said building shall be subject to the aforesaid right of the Builders who shall be entitled to use the said terrace including parapet wall and the walls of the water tanks therein for any purpose including the display of advertisement and sign boards and the Flat Holder shall not raise any objection or ask for any abatement in the price of flat agreed to be acquired by him/her and/or to any compensation or damage on the ground of inconvenience or any other ground whatsoever.

Patel
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12. Upon delivery of a possession after the conveyance the Buyer/s shall be entitled to the use and occupation of the said flat shop and/or garage without any hindrance but without any further claim at any time as to the work in the said flat.

13. The Buyer/s shall not use the said premises for any purpose other than the purpose for which it is allowed by Kalyan Municipal Corporation nor use the same for any purpose or in the manner which may or is likely to cause nuisance or annoyance to the occupants of the other premises in the buildings or to the owners to occupants of the neighbouring properties, not for any illegal or immoral purpose.

14. The fixtures, fittings and amenities to be provided in the said building and in the said premises and the specifications of the same are those, as set out in the Exhibit "A" hereunder written.

15. The Buyer shall from the date of his/her/their possession maintain the said premises at his/her their own costs in a good and tenable repair and conditions and shall not do or cause to be done any thing in or to the said building or the said premises, staircase and common passages which may be against the rules and bye-laws of the Kalyan Municipal Corporation or any other Authority nor shall the Buyer's change, alter or make additions in or to the buildings or any part thereof. The Buyer/s shall be responsible for any breach of these provisions.

16. Nothing contained in these presents shall be construed as the transfer, assignment, demise in law if the said right, title and interest in the said land together with building thereon till proper conveyance is executed and registered in favour of proposed Limited Company, Association of Apartment Owners or a Co-operative Housing Society as the case may be to be formed as herein above provided.

17. The Buyer/s agrees and binds himself/herself themselves to pay regularly from the date of the above said completion/proportionate share as may be determined by the Builders of all the outgoings in respect of the property including taxes, charges, electricity common lights, sanitation, additions and alterations, repairs, salaries of clerks insurance premia, bill collectors, chowkidar's and all other expenses necessary and incidental to the property and upkeep thereof. The Purchaser shall keep deposited with the Builders before taking possession of the said premises a sum of (1) Rs. 150/- for living kitchen flat and shops (2) Rs. — for one bed room living kitchen flat as deposit towards the aforesaid expenses and outgoings and the legal cost. The said sum shall not carry interest and will remain with the Vendor until the conveyance is executed in favour of a Co-operative Housing Society or a Limited Company as aforesaid and the said deposits or the balance then remaining shall then be paid over to the Co-operative Housing Society or the Limited Company as the case may be after deducting thereout such amount as the vendors may have paid or expended towards such charges and expenses and further Rs. — for other expenses of and incidental to the firmation registration of the Co-operative Housing Society Limited Company of Incorporated Body which will not be accountable. The Purchaser shall also keep further deposited with the vendor at the time of taking possession a sum of Rs. — as share money and application entrance fees towards the expenses in connection with formation of the Co-operative Society or Limited Company.

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18. The Buyer/s agrees not to dispute the expenses and payments made out of the said amount either in his capacity as Buyer/s or his capacity as member of the Society when formed and registered.

19. In case security deposit is demanded by the Municipality for the purpose of giving water and/or electricity connection to the said building, such deposit shall be payable by all the Buyer/s of premises in proportion to the respective area of the premises. The Buyer/s agrees to pay to the Builders within 7 days of demanded, such proportionate share of the Buyer/s of such deposit.

20. The stamp duty and registration charges incidental to this agreement and the conveyance shall be borne and paid by the Buyer/s.

21. The Buyer/s will lodge this agreement for registration and the Builders will attend the sum registry and admit execution thereof after the Buyer/s inform the Builders the number under which is lodged.

22. If at any time development and/or betterment charges or levied or other levy is charges ought to be recovered, by the Kalyan Municipal Corporation competent authority in respect of the said land and the building, the same shall be borne and paid all the Buyer/s in proportion to the respective floor area of their respective premises.

23. The Buyer/s shall have no claim (Save and in respect of the particular premises hereby agreed to be acquired by the Buyer/s) in respect of all open space parking places, lobbies, staircases, etc. which will remain the property of the building is transferred to the proposed co-operative housing society or a Limited company or an association of apartment owners.

24. The Builder shall be at liberty to sell, assign or otherwise deal with their interest in the aforesaid plot and building, subject to the rights of the Buyer/s under this agreement.

25. It is agreed that until the Buyer shall have obtain as per cl. No. (30) assent in writing from the Builders the Buyer/s shall not sell transfer or part with his/her their flat/shop and shall not let, sublet or transfer or assign their his/her interest therein or part with possession thereof or the benefit of this agreement or any part thereof. Breach of this condition shall be a breach of the essential term of this contract and this Agreement therefore shall become terminable by the Builders.

26. The Buyer/s shall sign all paper and documents and do all other things as the Builders may require to do from time to time in this behalf necessary for safeguarding the interest of the flat-holders.

27. The flat holders shall whenever required by the Builders to form a limited company, association of apartment owners or a co-operative Housing society as may be deemed proper by the Builders in view of the facts recited hereinabove with the usual rules and regulations and bye-laws be,

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with such additions and modifications as may be required to suit this particular case. The Buyer/s agree/s to join with the other flat holders in the said building informing the society as provided hereinaabove signing and executing all the necessary papers and documents and by furnishing the required site information and shall become a member of the said Society with such rights as are allowed to the members of the such society or a Limited company or membership of the association as the case may be and that at no time hereafter, he/they/she shall have any right to repudiate the allotment of the said shares of the membership. This Agreement shall be treated as an application by the Buyer/s for the allotment of share of membership of the society or limited company or the association of apartment owners.

27. The Buyer/s hereby agree/s to observe and perform all the rules and regulations which the said society, limited company or association of apartment owners may adopt at its inception and from time to time and at all times for protection and maintenance of the interest of the member and/or observing and performing to the existing rules and Municipal bye-laws and regulation in force and for fully protecting and vesting the said property in the said society limited company or association of apartment owners as the case may be, respecting the use and occupation of the particular tenants by particular members and to contribute punctually towards the expenses to be incurred for maintenance and upkeep charges.

28. The Buyer/s hereby agree/s to pay all the amount payable under the terms of this Agreement as and when they become due and payable from time to time in this respect being the essence of the contract. Further the Builders are not bound to give notice requiring payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

29. The Buyer/s hereby covenant/s to keep the walls and partition walls, sewers, drains, pipes and appurtenances of the said building and the premises in good and tenable repairs and conditions and in particular so as to support shelter and protect the parts of the building other than his/her their flat premises. The Buyer/s further covenant/s not to chisel or in any other manner, damage the columns, beams, slab or RCC pardis or walls or other structures nor shall carry out any additions or alteration either internal or otherwise whatsoever without the prior written permission of the Builders. If the Buyer/s breach of the conditions cause this Agreement to ipso facto come to an end and the money paid by the Buyer/s to the Builders shall stand forfeited and the Builders shall be entitled to deduct from the balance payments made by the Buyer/s such amounts as they find proper to compensate for the damage so caused. If such payments are inadequate they shall be entitled to recover further amounts from this Buyer/s compensate for the damage so caused to the Builders. The decision of the Builders, in that regard, shall be final and Buyer/s shall not dispute the decision of the Builders in this regard.

30. In the event of the Society or limited company being formed and registered before the sale and disposal by Builders of all the premises in the said building, the powers and authority of the society or limited company so formed or of the Buyer/s shall subject to the overall authority and control of the builders over all or any of the matters concerning the said building and completion thereof and all amenities appertaining thereto the same and in particular the builders shall be absolute authority and control as regards the unsold premises and the disposal thereof.

Bates
on 21/11/11

31. Subject to the permission of the Competent Authority appointed under the Urban Land (Ceiling and Regulation) Act, 1976 and subject to the provisions of clause hereinafter immediately provided, the builders shall execute a Conveyance Assignment of the said land and the building constructed herein in favour of the said society, limited company or association of apartment owners as the case may be, within six months from the formation and registration of the said society, limited company or association of apartment owners as the case may be or from the date of which all the building intended to be put on the said land are completed and are ready for possession of all the tenements therein are given to the respective buyer/s thereof whichever is later, provided that the builders have been paid and have received full consideration equivalent to the total price payable by all the flat holders.

32. Any delay or indulgence by the builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Buyer/s shall not be construed as a waiver on the part of this Agreement by the Buyer/s nor shall the same in any manner prejudice the right of the builders under these presents or under the law.

33. The builders shall have full authority to extend and construct any additional tenement flat or unity by constructing additional FSI which is available or which may become available hereafter before the conveyance or deed of transfer is executed in favour of the society or limited company or the association of apartment owners, as the case may be.

34. All costs and expenses in connection with for formation of the said co-operative society, limited company or association of apartment owners as the case may be as also the costs charges and expenses including Solicitors' fees for Conveyance and other Assurances shall be borne and paid by the members of Co-operative Housing Society, Limited Company or an Association of Apartment Owners as the case may be.

35. The Buyer/s shall at no time demand partition of his/her/their interest in the said building and/or the said premises it being agreed and declared by the Buyer/s that his/her/their interest in the said property is impartible.

36. The Buyer/s will not at any time do or cause to be done or permit any nuisance in or upon the premises, or anything which shall cause unnecessary annoyance, inconvenience or disturbance to the occupants of any other flat/shop, and for the property in the neighbourhood.

37. The Buyer/s shall submit to the Competent Authority appointed under the Income-tax Act requisite Forms No. 37EE filed in consultation with the Builders and after obtaining builders signature thereon and furnish a copy thereof to the Builders together with copy of the acknowledgement of the submission of the said Forms 37EE.

38. PROVIDED ALWAYS that if any dispute, difference or any question at any time hereafter arises between the parties hereto or the respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these presents, or as to the rights, liabilities or the duties of the said parties hereunder, the same shall be referred to arbitrations of two persons to be appointed by each party. The Arbitrators in their turn appoint an Umpire, Provision of the Indian Arbitration Act shall apply to such references.

Bates
on 21/11/11

39. The name of the Building shall be 'HARI DARSHAN' and the Buyer's and/or other Buyer/s of the flats therein and/or the Society, Limited Company or an Association of apartment owners as the case may be shall not be entitled to change the name of the Building, the name of the Society, Limited Company or Association of apartment owners shall also include the words 'Hari Darshan, Limited Company or Association of apartment owners'.
40. The Builders shall always have a right to make additions, raise storeys or put up additional structures as may be permitted by the Kalyan Municipal Corporation, such additions, structures and storeys shall be the sole property of the Builders who will be entitled to sell the same.
41. The Builders shall have, in respect of any account remaining unpaid by the Buyer/s under the terms and conditions of this Agreement, first lien and charges in the said premises agreed to be acquired by the Buyer/s.
42. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963, and the Maharashtra Ownership Flat Rules 1964 or any other provisions of law applicable thereto.

AMENITIES

- Building will be a R. C. C. framed structure with multi storeys with underground water storage tank with electric pump and one R.C.C. overhead water storage tank.
- All windows will be of teak wood and oil painted. Windows will be provided with M.S. Decorative Grills with oxidised steel hinges Aluminium fittings.
- Main door will be teak wood panelled door or flush doors with french polish on one side, ald-rop mode out of metal outside nightlatch chain arrangement inside and letter slit magiceye made of metal. Internal doors will be plywood/novateak panelled with oil paint both the sides with oxidised hinges and aluminium fittings.
- Marble mosaic tile flooring in all the rooms with 1/2 tile skirting in all rooms. Except in balcony and Staircase Passage
- Bath rooms will be provided with polished tandur flooring and a dado of 3'-0" height in white glazed tiles and one indirect water connection from overhead water storage with shower.
- One wash basin of 18"X12" will be provided.
- W. C. will have white glazed flooring and dado of 1'-6" high with Halfturn cock flushing arrangements.
- Raised cooking platform in all the kitchens with Kadeppa stone on top white glazed tiles dado of 1'-6" high and one indirect water connection from O. H. watertank. 6'-0" R. C. C. shelf in kitchen will be provided.
- The lighting arrangement in the flat will be as follows :-
 Living Room - One light point, One bell point, One fan point, One plug point.
 Bed Room - One light point, One plug point, One fan point.
 Kitchen - One light point, One plug point. One domestic point. and One fan point.
 Balcony - One light point.
 Bath Room - One light point, One domestic point.
 W. C. - One light point.
 Passage - One light point.
- The building will be painted from outside with cement paint.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground together with the buildings, messuages and tenement standing thereon situate living and being at Village Chole, Taluka Kalyan, District Thane, bearing Survey No. 208A Hissa No. 2 & 3 and bearing C.T.S. No. 4352 to 4355 area 566/04 sq. meters, equivalent to 677 sq. yards or thereabouts in the Registration District and Sub-District of Thane within the Limits of the Kalyan Municipal Corporation and bounded as under:

On or toward North by 40 feet Scheme Road known as Nehru Road.
 On or toward South by C. T. S. No. 4388
 On or toward East by C. T. S. No. 4375 and 4356 *Gau*
 On or toward West by 30 Feet Scheme Road Known as ~~Bam~~ Mandir Road.

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THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT ^{shop} Flat No. 4 admeasuring 123.00 sq. Feet built up area or thereabouts situate on Ground Floor of the building Known as 'HARI DARSHAN' being constructed on Plot bearing survey No. 208 A Hissa No. 2 & 3 C. T. S. No. 4352 to 4355 of Village Chole, Thane plot admeasuring 566.04 sq. metres equivalent to 677 sq. yards within the Limits of Kalyan Municipal Corporation in the Registration Dist. Thane, sub Dist. kalyan.

SIGNED, SEALED AND DELIVERED by the

Within named Buyer/s
 M/s. S. DEVJI & CO

In the Presence of

For S. DEVJI & CO.

Antilal Patel

Partner

SIGNED, SEALED AND DELIVERED by the

Within named Buyer/s

Ms. Narendra Nikantth Zope

In the presence of

N. S.

Rs. 6900.00

RECEIVED of and from the within named

a sum of Rs. 6900.00 (Rupees six thousand only in the hundred only) being the Consideration amount as

Mentioned to be paid by him/her/them to us.

We say received,
 For S. DEVJI & CO.

Antilal Patel

Partner

Phone : { Office : 272934
Resi. : 5611353

MAHESH JANI & CO.
ADVOCATES & SOLICITORS

MAHESH S. JANI
B.A. B.Com LL. B

3-4A Ali Chambers,
Tamarind Lane, Fort,
Bombay-400 023.

Ref. No. 908 44/86

Re: Immoveable property situate at village chole (Dombivli), Taluka Kalyan. District Thane,
bearing Survey No. 208 A, hissa No. 2 & 3 and bearing C.T.S. Nos. 4352 to 4355.

A N D

Re: Agreement for sale dated 18th October 1985.

M/s. Bharat Builders : : Vendors (Owners)
To
M/s. s. Dev ji & CO. : : Purchasers (Builders)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have investigated the title to the abovementioned property by causing searches to be taken in the office of the Sub-Registrar of Assurances at Kalyan Bombay and Bandra and by inserting Advertisements in the Newspapers inviting claim against the abovementioned property and after verifying the same we are of the opinion that the title to the abovementioned property of which M/s. Bharat Builders are the Owners is clear marketable and free from encumbrances subject to the provisions of the Urban Land (Ceiling & Regulation) act. 1976 and subject to the said Agreement for sale dated 18th day of October 1985.

Dated this 28th day of January, 1986.

Sd.
M/s. MAHESH JANI & CO.
Advocates & Solicitors
3-4A, Ali Chambers,
Tamarind Lane, Fort,
Bombay-400 023.



संक्रम नंबर 97-9629
 मं १९८८ चें दिनांक २२/११/८८
 नारसिंग १ व २ चें दरम्यान
 (१९८८) चें द्वयम निबंधक पत्र
 वृत्तान्त आणून दिले

[Signature]

बांधील प्रवाची फी मिळाली :-	रु. ३६
होतर्फी	३६०-००
होत	१-००
संपन्न (फॉलोअप)	१-००
दस्तावेज	१-००
संपन्न	१-००
एअर	५-००
	<u>३६०-००</u>

द्वयम निबंधक

[Signature]
 द्वयम निबंधक, कलकत्ता

मं. एम. देवजी शर्मा सेना
 वरिष्ठ कारील - ६४ - आर्मी कार्ड
 आर्मी पोस्ट नं-३६,
 आर्मी, पोस्ट कोथर.
 २) नरेश विवेकर सोबे,
 वस - २८, आर्मी, ग.
 दोन्ही बाजू.

आर्मी २८८० अडेकल,
 वेसुई, कलकत्ता.

बांधील प्रवाची फी मिळाली :-

 बांधील प्रवाची फी मिळाली :-

 बांधील प्रवाची फी मिळाली :-

 वृत्तान्त.

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 १९-१८-११-८८
 द्वयम निबंधक, कलकत्ता



२९८
 १३८ १९८
 १०९
 ३९ ११ १९८८

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Dated this 17th day of NOV. 1986

— BUILDERS —

M/s. S. DEVJI & CO.

Madhav Nivas, Gokhale Road,
Navpada, Thane-400602.

AND

~~FLAT~~/SHOP/UNIT PURCHASERS

Mr./Mrs/Messrs Narendra Nilakanth Zope

Address 11/9 Vivekanand society
Green Mandir road
Sawsewar colony Dombivli. E.

Agreement For Sale

Flat/Shop/unit 4 on the Ground floor
of HARI DARSHAN

CO-OP, HOUSING SOCIETY (Proposed)
in survey No. 208 A Hissa No. 2 & 3

Part of Chole Village Taluka Kalyan within Kalyan
Municipal Corporation of Dombivli area formerly known
as Dombivli Municipal council, Dombivli Dist - Thane.

ARCHITECT :

AROON BHAGAT & ASSOCIATES

Architects, Industrial Consultants'

Interior Designers,

Patkar Building, Patkar Road,
Dombivli, Thane.

CONSULTING ENGINEER

PARAS CONSULTANTS

(K. H. SHAH) - B. E. (CIVIL) MIE
CONSULTING ENGINEERS

103, Prince Palace, Jayantilal Vaishnav Road,
(Khot Lane), Ghatkopar (West), Bombay-400086.

ADVOCATE

M/s. MAHESH JANI & CO.

Advocates & Solicitors

3-4A, Ali Chambers,
Tamarind Lane, Fort, Bombay-400023.
