"AGREEMENT FOR SALE"

THIS AGREEMENT FOR SALE MADE AND ENTERED into at Thane on this 30th day of September, 2024.

BETWEEN

Inhabitant, age 41 years, Occupation - Doctor, 2) MRS. CHAITRANI HITESH BURHANPURKAR age 39 years, Occupation - Doctor, Both residing at :- 504, Royal Corner, Majiwada Gaon Road, Near Vavikar Eye Institute, Majiwada, Thane -400601, hereinafter referred to as the "TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) being the part of the FIRST PART:

1) MRS. POOJA DEEPAK KAMBLE, an Indian Inhabitant, age 39 years, Occupation - Housewife, 2) MR. DEEPAK PANDHARINATH KAMBLE age 51 years, Occupation - Service, Residing at :- B-wing, Flat No. 702, 7th Floor, Santi sadan Soceity, Near Vavikar Eye Institute, Majiwada, Thane -400601 hereinafter referred to as the "TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) being the party of the SECOND PART.

Whereas the Transferor has purchased a Flat No.504 on 5th Floor, in admeasuring area about 513 sq. ft. built up Carpet area in the building known as "ROYAL CORNER", situated on land being Flat No.504, situated and being at Majiwada Gaon Road, Near Vavikar Eye Institute, Majiwada, Thane -400601, hereinafter for the sake of brevity referred to as "THE SAID FLAT". And who originally purchased the said Flat from M/S. SIDDHIVINAYAK ENTERPRISES, vide an "AGREEMENT FOR SALE"

AND WHEREAS the "ROYAL CORNER", is a society registered under the Maharashtra Co - Op. Societies act, 1960 under registration no. TNA (TNA) /HSG/TC/_____ dated

And whereas the Transferor has agreed to transfer to the Transferee Flat No.504, and incidental rights thereto free from all encumbrances and liabilities at or for the price of Rs.95,00,000/-(Rupees Ninety Five Lakh Only) and upon the terms and conditions herein mentioned.

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

The Transferor agrees to transfer to the Transferee the Flat No.504 on 5th Floor, in Building, admeasuring area about 513 sq. ft. built up Carpet area in the building known as "

ROYAL CORNER ", situated at Majiwada Gaon Road, Near Vavikar Eye Institute, Majiwada, Thane -400601 and its incidental thereto free from all encumbrances and liabilities at or for the lumpsum price of Rs. 95,00,000/- (Rupees Ninety Five Lakh Only) which the Transferee shall pay to the Transferor in the following manner.

a)	Rs. 50,000/- (Rupees Fifty Thousand Only) this amount as a
	Date by cheque No
	which was drawn on, and the
	payment and receipt whereof the Transferor hereby
	acknowledge.
b)	Rs. 4,00,000/- (Rupees Four Lakhs Only) this amount as a
	Date by cheque No
	which was drawn on, and the
	payment and receipt whereof the Transferor hereby
	acknowledge.
c)	Rs. 5,00,000/- (Rupees Five Lakhs Only) this amount as a
	Date by cheque No
	which was drawn on, and the
	payment and receipt whereof the Transferor hereby
	acknowledge.
d)	Ps 85 50 000/ (Dames B) 1 7
u)	Rs. 85,50,000/- (Rupees Eight Five Lakhs Fifty Thousand
	Only) this amount Loan by SBI Bank.
2.	The Transferor shall make available necessary papers and
	doors and a City of the City o

 Upon receipt of the full consideration cost of Rs. 95,00,000/-(Rupees Ninety Five Lakh Only) referred hereinabove the Transferor;

registration of this "Agreement For Sale".

documents of the said Flat to the Transferee for the purpose of

- a) Shall surrender his occupancy rights in respect of the said Flat No.504 in favour of the Transferee subject to the said society allotting the said Flat No.504 and in favour of the Transferee herein.
- b) Shall cause the said society to allot the said **Flat No.504** to the Transferee in place and instead of the Transferor.
- c) Shall transfer and occupy all his rights as a member of the said society and the said Flat to the Transferee.
- d) Shall cause the said society to enroll the Transferee as the member of the said society in place and instead of the Transferor.
- e) Shall cause the said society to transfer all the deposits lying with the said society in favour of the Transferee.
- 4. The Transferor shall also transfer to the Transferee his occupancy rights in respect of the said **Flat No.504** and its incidentals rights, title, shares and benefits in respect of the said Flat upon payment of full consideration moneys to the Transferee and Transferee will have an absolute rights to use, occupy, possess and enjoy the said Flat and other rights and benefits in respect thereof.
- 5. The Transferor in the past has not entered into any agreement either in the form of sale, lease, exchange, assignment or any other whatsoever and have not created any tenancy, leave and license or any other rights of the like nature in the said premises and have not dealt with or disposed of the said premises in any manner whatsoever.
- 6. The Transferor declares that the said **Flat No.504** is free from all encumbrances, mortgages, charges, litigations and an attachment either before or after this judgement.

- 7. The Transferor declares that he shall be liable to pay all taxes and outgoing in respect of **Flat No.504** till the possession of the said flat is delivered to the Transferee. However, after the possession of the said Flat delivered to the Transferee shall be liable to pay all taxes, maintenance charges and other outgoings in respect of the said Flat independently to the concerned society and local authority.
- 8. The Transferor shall bring necessary no objection certificate for transfer of the said Flat from the said society. The society transfer charges will be borne by the both of abovementioned parties fifty percent each.
- 9. The Transferor shall give the undertaking and other writings, bindings, affidavits etc. in respect of the membership rights of the said premises to the Transferee and to the said society as and when called for the same by the Transferee and/or society. The Transferee shall not be responsible or liable in whatsoever nature of the same.
- 10. The Transferee hereby agrees to become the member of the said society in place and instead of the Transferor and for the purpose agrees to sign without any objection the necessary applications, forms and other papers as may be required by the said money. The Transferee hereby also agrees to abide by and perform the bye-laws, rules an regulation of the society.

this contract and shall be strictly follows by the bush parties

- 12 I pon the receipt of the full consideration the Transferon and his hears, executors and administrators shall and will at all times be entitled to use, occupy and pressess the said Viat No.404 without any interruption, claim or demand of whatsoever nature either from the Transferor or any other person or persons lawfully or equitably claiming by from through under or in trust for the Transferor.
- The Transferor shall also transfer his electricity meter the said.

 Flat in the name of the Transferee without any cost.
- 14. All the cost, charges and expenses of and incidental of the agreement including the stamps duty and registration fee shall be borne and paid by the Transferee only.
- The Transferor shall inform to the society to transfer the abovesaid Flat No.504 and its incidentals rights, title, shares in the society and the occupancy rights of the said Flat by the Transferor to the Transferee being the incoming member of the said society as mentioned hereinabove.

SHEDULE OF THE PROPERTY

The Flat being No. 504 on 5th Floor, in Building admeasuring area about 513 sq. ft. built up Carpet area in the building known as "ROYAL CORNER", situated on land being Final Plot No. 407, situated and being at Majiwada Gaon Road, Near Vavikar Eye Institute, Majiwada, Thane -400601 within the limits of Thane Municipal Corporation, Thane and within the registration district and sub district Thane.

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE HEREINTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR IN ABOVE MENTIONED.

)

1) MR. HITESH DEEPAK BURHANPURKAR)				
2) MRS. CHAITRANI HITESH BURHANPURKAR)			
In the presence of)			
1.				
SIGNED, SEALED AND DELIVERED BY)			
The withinnamed "TRANSFEREE"	,			
)			
1) MRS. POOJA DEEPAK KAMBLE,)			
2) MR. DEEPAK PANDHARINATH KAMBLE)			
In the presence of)			
1.				

SIGNED, SEALED AND DELIVERED BY)

The withinnamed "TRANSFEOR"



Certificate No.:-

1445

THANE MUNICIPAL CORPORATION, THANE

(Regulation No. 37)

Occupancy Certificate तळ (पार्ट)/स्टिल्ट (पार्ट) + पाच गणले + सहावा (पार्ट) + सातवा (पार्ट) मजल्या करीता	
V.P. No. S05/0073/14 TMC/TDD/OCE/0625/18 Date 05/11/2018	
To, मे. आकृती कन्सल्टन्टस् (श्री. अं. व्ही. देसाई) (वास्तुविशारद) C/o Shri A.V. Desai	
करिता - श्री.सतीश रमेश ठाणेकर (भुखंडधारक)	
में औ सिध्दिविनायक एन्टरप्रायजस तर्फे श्री केतन मेहता व श्री. अन्वर कासम (P.O.A.H.)	
Sub - तळ (पार्ट), स्टिल्ट (पार्ट) + पाय मजले + सहावा (पार्ट) + सातवा (पार्ट) मजल्या करीता	
Ref. V. P. No. S05/0073/14 Your Letter No.: ७२९६ दि: १२/०९/२०१८	
Sir,	
The part/full development work/erection/re-erection alteration in 7 of building / part building no.	
situated ar माजीवडे Road / Street ९.०० मी Ward No. — Sector	
No. <u>S. No. / F. P. No. </u> ३२४,३२६ ते ३३१ Village माजीवडे under the	
supervision of <u>श्री</u> . अं. न्ही. देसाई <u>Licensed</u> Survey of / Engineer / Structural Engineer / Supervisor	
Architect/Licence No. सीए/९४/१७९२३ may be occupied on the following conditions. १) अग्निशमन विभागाकडील अंतिम ना हरकत दाखल्यातील अटी विकासक/भोगवटादार यांचेवर बंधनकारक राहतील.	
२) वृक्ष, पाणा व ड्रनेज या विभागांकडील ना हरकत दाखल्यातील अटी विकासक/भोगवदादार यांचेवर बंधनकारक राहती	ल.
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४) ठा.म.पा. कडुन उपलब्धतेनुसार पाणी पुरवठा करण्यात येईल.	
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1) Collector of Thane
2) Dy. Mun. Commissioner
3) E. E. (Water Works) TMC

4) Assessor Tax Dept. TMC 5) Vigilance Dept. T.D.D., TMC

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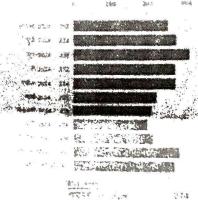
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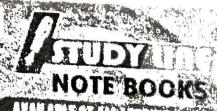




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क्रमांक टिएनए/(टिएनए)/एचएसजी /(टिसी)/३२२३०/सन-२०१९ या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

रॉयल कॉर्नर को-ऑप-होसिंग सोसायटी लि.,

टिक्का नं. ४२, सी टी एस नं. ३०९,३११ ते ३१७, ३२४, ३२५ ते ३३१, सेक्टर नं. ५, माजीवडे, ठाणे (प), ता. जि. ठाणे

ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम, १९६० मधील (सन १९६१ चा महाराष्ट्र सहकारी अधिनियम क्रमांक २४) कलम ९(१) आणि कलम १५४(ब)(२) अन्वये नोंदणी क्रमांक टिएनए/ (टिएनए)/एचएसजी/(टिसी)/३२२३०/दिनांक ०७/११/२०१९ ने नोंदण्यांत आलेली आहे.

उपनिर्दिष्ट अधिनियमाच्या कलम १२(१) अन्यये महाराष्ट्र सहकारी संस्थांचे नियम १९६१ मधील नियम क्रमांक १०(१) अन्यये सस्थेचे यर्गीकरण "गृहनिर्माण संस्था" असुन उपयगीकरण "भाडेकरू सहभागिकारी महिमाणि संस्था" असे आहे.

थळ :- ठाणे

दिनांक :- ०७/११/२०१९

- बिथाल (विशाल जाधवर) उपनिबंधक,

सहकारी संस्था, ठाणे शहर, ठाणे

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Friday,December 19 ,2014 1:24 PM

Original/Duplicate

नोंवणी कं. :39म

Regn.:39M

पावती क्रं.: 12015

विनांक: 19/12/2014

गावाचे नाव: माजिवडे

दस्तऐवजाचा अनुक्रमांक: टनन1-10356-2014

दस्तऐवजाचा प्रकार : करारनामा

सादर करणा-याचे नाव: डॉ. हितेश दिपक ब-हाणपुरकर . .

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बाजार मुल्य: रु.6242000 /-

भरलेले मुद्रांक शुल्क : रु. 374600/-

सह दुय्य मोबदला: रु.600,0000/-

देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

्डी/धूनादेश/पे ऑर्डर क्रमांक: MH004569353201415S दिनांक: 19/12/2014

ते नाव व पत्ता: IDBI

काचा प्रकार: By Cash रक्कम: रु 6080/-

Burton matrix D. J.



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लंग्निमी Regn 63m

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(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो, की पटटेदार ते नमुद करावे)

6242000

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

1) पालिकेचे नाव:ठाणे म.न.पा.इतर वर्णन :सदनिका नं: फ्लॅट नं. 504, माळा नं: 5 वा मजला, इमारतीचे नाव: राँयल कॉर्नर, ब्लॉक नं: ., रोड नं: रुप मंगल ज्वेल्स जवळ,माजिवडे,ठाणे प - 400601, इतर माहिती: मौजे-माजिवडे,येथील झोन नं.6/27 4ब,सदनिकेचे क्षेत्रफळ 513 चौ.फुट कारपेट((C.T.S. Number : 309, 311 ते 317, 321, 324, 326 ते 331;))

(5) क्षेत्रफळ

1) 57.21 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेञ्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे. श्री सिध्दीविनायक इंटरप्रायझेस तर्फे भागीदार श्री. अन्वर एस. कासम . वय:-67; पत्ता:-ऑफिस , तळ मजला, सुयश अपार्टमेंट, ., माजिवडे, ठाणे प, Kasarvadavali, MAHARASHTRA, THANE, Non-Government. पिन कोड:-400601 पॅन नं:-ABHFS6839D 2): नाव:-मे. श्री सिध्दीविनायक इंटरप्रायझेस तर्फे भागीदार श्री. केतन एम. मेहता . वय:-25; पत्ता:-ऑफिस , तळ मजला, सुयश अपार्टमेंट, ., माजिवडे, ठाणे प, Kasarvadavali, MAHARASHTRA,

THANE, Non-Government. पिन कोड:-400601 पॅन नं:-ABHFS6839D

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-डॉ. हितेश दिपक ब-हाणपुरकर . . वय:-31; पत्ता:-ए 303, 3 रा मजला, दिपिका को-ऑप.हो.सो.लि. , उषा नगर, मुरबाड रोड कल्याण प , ., Aghai, MAHARASHTRA, THANE, Non-Government. पिन कोड:-421301 पॅन नं:-ASOPB3983H

2): नाव:-डॉ.चैत्राणी हितेश ब-हाणपुरकर .. वय:-29; पत्ता:-प्लॉट नं: ए 303, माळा नं: 3 रा मजला, इमारतीचे नाव: दिपिका को-ऑप.हौ.सो.लि. , ब्लॉक नं: उषा नगर, मुरबाड रोड कल्याण प , रोड नं: ., महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BASPP4179E

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/12/2014

(10)दस्त नोंदणी केल्याचा दिनांक

19/12/2014

(11)अनुक्रमांक,खंड व पृष्ठ

10356/2014

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

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(13)बाजारभावाप्रमाणे नोंदणी शुल्क

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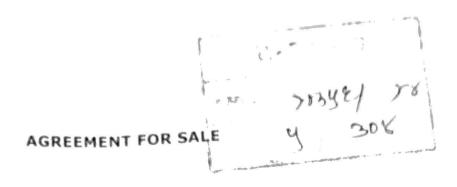
(14)शेरा



मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



M/S. SHREE SIDDHIVINAYAK ENTERPRISES, a register of Partnership Firm, having its office at Ground floor, Suyash Apartment, Majiwade, Thane (W), hereinafter referred to as 'DEVELOPERS' which expression shall unless it be repugnant to the context or meaning the eof be deemed to mean and include its partners for the time being, their here expression administrators, nominees and/or assigns) of the One Part;

AND

(1) Dr. HITESH DEEPAK BURHANPURKAR, Age: 31 Years, Occ: Dentist (2) MRS. CHAITRANI HITESH BURHANPURKAR, Age: 29, Occ: Dentist, Indian Inhabitants, having address at: A-303 DEEPIKA CHS USHA NAGAR, MURBAD RD, KAIYAN (W) hereinafter referred to as the "PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

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the 'Said Second Property') which is more particularly described in the **Schedule II** hereunder written,

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- (b) By and under a Conveyance Deed dated 07.08.2013 which is, duly registered with the Sub-Registrar, Thane 2 on 07.08.2013 under document No. TNN2.6363.2014, said Mr. Sharfuddin Hajir Abdul Karim Shaikh & Others have sold, transferred and conveyed the said Second Property to the Developers for the price and upon the terms and conditions more particularly stated therein;
- (c) The Developers have been put into peaceful and physical possession of the said Second Property by said Mr. Sharfuddin Haji Abdul Karim Shaikh & Others;
- (d) The said Second property has been duly mutated and transferred in the name of the Developers in record of rights in respect of the said Second property as absolute owners thereofy. The Copy of the extract of Property Card Register in respect of the said Second property is annexed hereto as ANNEXURE "B";
- 3. (a) One Mr. Edward Joseph Pereira & Others when the owners of the property being all that piece or parcel of land bearing. City Survey Nos. 321, 324, 326 & 327 others admeasuring, about 195.1 Sq. mtrs. together with structure standing thereon, lying, being and situate at Village Majiwade. Thank Takka District Thane in the Registration District and Sub-District of Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the 'Said Third Property') which is more particularly described in the **Schedule III** hereunder written;
 - (b) By and under a Development Agreement dated 26.03.2007 which is duly registered with the Sub-Registrar, Thane-5 on 26.03.2007 under document No. TNN5-02405-2007, the said Mr. Edward Joseph Pereira & Others have granted the development rights in respect of the said Third Property to the Developers, at and for the consideration and on the terms and conditions contained therein;

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311, 312, 313, 314, 315, 316 & 317 totally admeasuring at lying, being and situate at Village Majiwade, Thane, Thane in the Registration District and Sub-District Thane in the Registration District and Sub-District Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the 'Said First Property') which more particularly described in the **Schedule I** hereung written;

(b) By and under a Conveyance Deed dated 24.11.2012, which duly registered with the Sub-Registrar, Thane-2 on 28.12.20 under document No. TNN2-12073-2012, said Shri. Satis Ramesh Thanekar & Shri. Sandeep Vijay Thanekar have so Developers for the price and upon the terms and condition more particularly stated therein;

The Developers have been put into peaceful and physic possession of the said First Property by said Shri. Satis Ramesh Thanekar & Shri. Sandeep Vijay Thanekar;

The said First property has been duly mutated and transferred in the name of the Developers in record of rights in respect of the said First property as absolute owners thereof. The Copy of the extract of Property Card Register in respect of the said First property is annexed hereto as **ANNEXURE "A"**;

2. (a) One Mr. Sharfuddin Haji Abdul Karim Shaikh & Others were the absolute owners and were seized and possessed of and otherwise well and sufficiently to all that pieces and parcels of the land bearing City Survey Nos. 328, 329, 330 & 331 totally admeasuring about 129.6 Sq. mtrs., lying, being and situate at Village Majiwade, Thane, Taluka District Thane in the Registration District and Sub-District of Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as

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- (c) The Developers have been put into peaceful and physical possession of the said Third Property by said Mr. Edward Joseph Pereira & Others;
- 4. Thus, the Developers herein, are well and sufficiently entitled to develop the said First Property, said Second Property and the said Third Property, which are for the sake of convenience hereinafter collectively referred to as "SAID PROPERTY";
- 5. With a view of amalgamating the Said First Property, and Said Second Property and Said Third Property and carrying out their Composite development by consuming available FSI and loading road FSI and the TDR, the Developers have appointed M/s. Akruti Consultant, as Architect and M/s. Ajay Mahale & Associates, as Structural Engineer for preparation of the plans, specifications, structural designs and drawings of the buildings to be constructed in Said property and the Developers agrees to accept the professional supervision of the said Architect and Structural Engineer till the completion of the project proposed to be implement on the Said property, so long as the Said Architect and Structural Engineer do not commit any breach or default as regards terms agreed with them and their professional duties.

A developer has submitted to the Thane Municipal Corporation (hereinafter referred to as the "SAID LOCAL AUTHORITY") the layout and construction plans for Development of said property and the said Local Authority by its sanctions, interalia, bearing, permission no. V.P No. S05/0073/14 dated 20-6-2014 has approved the layout and construction plans for construction of Residential Complex on the said property (hereinafter referred to as the "SAID SANCTIONED PLANS"). The Copies of the said permit and Commencement Certificate are annexed hereto and jointly marked as ANNEXURE "D";

- Under the circumstances, the Developers alone have the sole and 7. exclusive rights to sell the premises in the said property and to enter into Agreements with the Purchasers of the Premises in the said property and to receive the sale price or consideration in respect thereof;
- Shri. S. K, Raut, Advocate, by his Certificate of Title dated 21st Aug 8. 2014 has certified the title of the Developers to the said first

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property and said second property and authority of the Developers, to develop the said first property and said second property and to sell the premises constructed thereon to prospective purchasers. The Copy of said Certificate of Title is annexed hereto and marked as ANNEXURE "F";

- 9. Shri. Tushar Shilotri, Advocate, by his Certificate of Title dated 3rd December 2012 has certified the title of the Developers to the said third property and authority of the Developers, to develop the said third property and to sell the premises constructed thereon to prospective purchasers. The Copy of said Certificate of Title is annexed hereto and marked as ANNEXURE "G";
- 10. Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said property; the said permissions, No Objections and Orders issued by various Government Authorities and the layout, plans and specifications sanctioned by the said Local Authority and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation and Promotion of Construction) Management and Transfer) Act, 1963, (hereinafter referred to as "THE MOFA ACT") and the rules and regulations made thereunder DOCUMENTS, "SAID (hereinafter collectively referred to as

PERMISSIONS AND SANCTIONS");

- र्वा विकास said documents, Being satisfied with the inspection of 11. permissions and sanctions, the Purchasers applied to the adm. <u>513</u> sq. ft. or Developers for allotment of Residential Flat thereabout Carpet area (47.676 Sq. mtrs. & thereabout Carpet area) bearing Flat No. 504, on Fifth floor in the building to be known as "ROYAL CORNER" and presently under construction on the said Property, more particularly described in the SCHEDULE IV hereunder written (hereinafter referred to as "SAID PREMISES");
- Prior to making of an application as aforesaid, the Purchaser has 12. represented to the Developers that the Purchaser has not been disqualified under the provisions of Maharashtra Co-operative Societies Act, 1960, from purchasing the said premises;
- Relying upon the said application and representation, the Developers 13. has agreed to sell to the Purchaser the said premises for the lumpsum price and consideration of Rs. 60,00,000/- (Rupees Sixty

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