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M/s. (Power Panel)  
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**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (the Agreement) is made at Mumbai / Thane on this 30<sup>th</sup> day of **SEPTEMBER 2010**.

**BETWEEN:**

**ACKRUTI JAY CHANDAN JOINT VENTURE**, an association of persons, formed by (i) **Ackruti City Limited** (formerly known as Ackruti Nirman Limited) a company incorporated under the Companies Act, 1956 and (ii) **M/s. Chandan Shanti Group of Companies**, a partnership firm of Mr. Naresh H. Shah and Mrs. Jasumati P. Shah, having their office at S. No. 456/3, 457, 458, 460 near Shantivan, and GCC Club, Opp. Silver Park, Off. Mira Bhayandar Highway, Mira Road (E) Dist Thane, 401107, (the aforesaid association of persons is hereinafter referred to as the **Developer/Promoter**, which expression shall unless it be repugnant to the context or meaning thereof, mean and include in case of Ackruti City Limited its successors and assigns and in case of Chandan Shanti Group of Companies the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their assigns) of the One Part;

**A N D**

**MR. SURYAKANT B. MISHRA**

**MRS. RANJANA S. MISHRA**

Residing at

**KHANDWALA APARTMENT,  
B-WING, FLAT NO.2, VAKOLA PIPE LINE,  
NEAR NARIALWADI, SANTACRUZ-EAST,  
MUMBAI-55.**

*Shrikanth Mishra*

**FLAT PURCHASER**



For HDFC BANK LTD.  
H.D.F.C. Bank Legal  
Department, Kamala Mills Compound,  
Lower Parel, Mumbai-400013.  
AUTHORISED SIGNATORY  
D-5/STW/C.R.1010/03/2004/2042-44

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(hereinafter jointly and severally (as the case may be) be 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 in the case of an individual or individuals, his, her or their respective heirs, executors and administrators; and in case of a body corporate and its successors and in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and in case of a Hindu undivided family, the karta and the members for the time being and from time to time of the coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them; and in case of trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and the heirs, executors and administrators of the last survivor of them) of the Other Part:

The Developer/Promoter and the Purchaser(s) are collectively referred to as the Parties and are individually referred to as the Party.

**WHEREAS:**

(A) (i) (1) Mr. Gajanan Hari Thakur, (2) Mr. Govind Hari Thakur and (3) Mr. Shankar Hari Thakur became protected tenants under Section 32 G of The Bombay Tenancy and Agricultural Lands Act, 1948, and as such became eligible to be declared as deemed purchaser in respect of the lands in village Navghar, Taluka and District Thane and bearing Old S. No. 456, New S.No. 132, H.No.3 admeasuring 8040 Sq. Mtrs., Old S.No. 457 H No.0, admeasuring 23930 Sq. Mtrs. Old S. No. 458, New S. No.134, Hissa No. 0 admeasuring 14260 Sq. Mtrs., Old S.No. 460 New S.No.136 Hissa No. 0 admeasuring 11860 Sq. Mtrs. and Old Survey No. 462 Hissa No.1 New Survey No 138 and admeasuring 8400 Sq. Mtrs.. in all aggregating to 66,490 Sq. Mtrs. hereinafter referred to as the "said Larger Lands";

(ii) The Addl. Tahsildar and Agricultural Land Tribunal was pleased to issue to the said Gajanan Hari Thakur and two others, Certificate under section 32 (M) of the Bombay Tenancy and Agricultural Lands Act, 1948 who in turn paid the purchase price in respect of the said larger lands as fixed under the said 32M Certificate and thus became the owners of the said larger Lands;

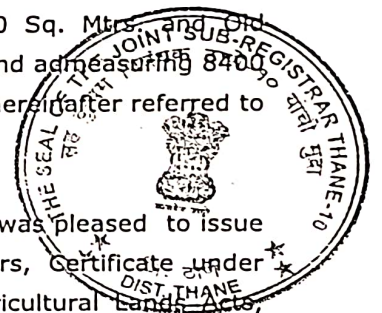
(iii) The said Mr. Govind Hari Thakur died on or about 23.09.1984 leaving behind him his widow Smt. Asha Govind Thakur and three daughters (1) Miss Edna Govind Thakur (now married) marital name Adrina Coutinho (2) Miss Vilma Govind Thakur And (3) Miss Laila Govind Thakur as his legal heirs and representatives and accordingly their names were entered in the record of rights i.e. 7/12 extract in respect of the said

Ramesh  
FLAT PURCHASER

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larger lands as owners thereof along with the said Gajanan Hari Thakur and the said Shankar Hari Thakur (hereinafter all of them are collectively referred to as "the Owners");

- (iv) By an agreement for Development dated 29<sup>th</sup> April 1988 made between the Owners of the One Part and one M/s. Shree Builders of the other part, the Owners had granted unto the said Shree Builders the Development rights in respect of the Said Larger Lands for the consideration and upon terms & conditions contained therein. Pursuant to the said Development Agreement the Owners had put the said Shree Builders in vacant and peaceful possession of the Said Larger Lands. By an agreement dated 6 April 1993 made between the said Shree Builders of the one Part and M/s. Chandan Shanti Group of Companies of the other Part for the consideration and upon the terms and conditions contained therein, the said Shree Builders assigned all their development rights unto the said Chandan Shanti Group of Companies. Pursuant to the said Agreement the said Shree Builders had put the said Chandan Shanti Group of Companies in vacant and peaceful possession of the Said Larger Lands;
- (v) On or about 29 July 2000 and 3 August 2000, the Office of Additional Collector and Competent Authority, Thane, Urban Agglomeration vide its Order ref. No. ULC/TP/WSHS 20/SR-1070 & No. ULC/TP/WSHS 20/SR-1058 respectively, have issued a relevant order with respect to the Said Larger Lands under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.
- (vi) By an agreement for Joint Venture dated 27 March 2007 made between Ackruti City Ltd. and the said Chandan Shanti Group of Companies the parties agreed to develop inter alia the Said Larger Lands amongst various other lands falling within the Municipal Limit of Mira Bhayandar Municipal Corporation on the terms and conditions contained therein.
- (vii) The Office of the Competent Authority and the Addl. Collector, Thane, has issued an order No. ULC/TA/T/6/Vashi/SR-3 on 5 November 2007 under Section 26 (2) of the Urban Land (Ceiling and Regulation) Act, 1976 to transfer the Said Larger Lands unto the Developers/Promoters upon the terms and conditions mentioned therein, with respect to the Said Larger Lands.
- (viii) By and under registered Deed of Conveyances dated 27<sup>th</sup> February, 2008, the Owners, therein (referred to as the Vendors of the First Part), and with the consent and confirmation of M/S. SHREE BUILDERS



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### 3. Sell and Purchase of Flat and Payment of Consideration

3.1 The Purchaser(s) is/are desirous of purchasing and acquiring from the Developer/Promoter, on what is commonly known as 'ownership basis', a flat bearing No. 1301B having Carpet area of 26.01 Sq. Meter. (280 Sq.feet.) and additional usable area of 2.51 Sq. Meter (27 Sq. feet). In exclusive possession of the Purchaser on the 13TH floor in wing HAZEL (hereinafter referred to as the said Flat) in the building known as "Ackruti Hazel" situated on the said Property under the project on the said Entire Property and known as "ACKRUTI GARDENIA" for the consideration and on the terms and conditions herein contained. The Said Flat is shown in red colour on the typical floor plan thereof hereto annexed as "ANNEXURE-F". The Carpet Area of the Flat may vary as a result of physical variations due to tiling, ledges, plaster, skirting and structural members up to 5% of the Carpet Area.

3.2 It is clarified that the amount of consideration is agreed by the parties herein only in respect of Carpet Area of the said Flat. The Purchaser is aware that there could be variation in the carpet area as mentioned above and accept the same and agrees that he shall not claim any reduction in the purchase price.

3.3 If opted by the Purchaser, a parking space shall be allotted to the Purchaser upon due consideration for the said Flat indicated in Clause 3.4 having been received to the satisfaction of the Developer/Promoter. Upon such payment being made by the Purchaser(s) he shall be granted the lease for a parking space operational in terms of this Agreement. The Lease for Car Parking Space shall be for 999 years for the rent reserved therefore shall be Rs.1/- per annum and for the premium to be charged as specifically mentioned therein.

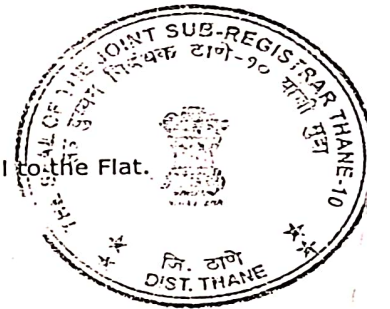
3.4 In consideration of the Developer/Promoter, having agreed to sell and the Purchaser(s) having agreed to purchase the said Flat, the Purchaser(s) shall pay to the Developer/Promoter an aggregate sum of Rs. 16,99,500/- (RUPEES SIXTEEN LAKHS NINETY NINE THOUSAND FIVE HUNDRED ONLY) and comprising of price of the said Flat and the cost of the Amenities agreed to be provided by the Developer / Promoter to the Purchaser (s) in the said Flat as set out in Annexure "J" hereto being the total consideration (the Purchase Consideration) which is aggregate of the consideration for the said flat calculated only on the basis of the Carpet Area of the said Flat and the consideration for Additional Amenities to be provided by the developer as per Annexure-J. The Purchase Consideration shall be payable by the Purchaser(s) to the Developer/Promoter in the following manner, time being the essence of the contract:

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*Banshwar*  
FLAT PURCHASER

*MB*  
DEVELOPER / PROMOTER

- a) Rs. 251,175 On or before the execution of these presents as earnest money (the receipt whereof the Developer / Promoter hereby admit and acknowledge)
- b) Rs. 334,900 On completion of Plinth
- c) i) Rs. 0 On completion of 1st Slab
- c) ii) Rs. 100,470 On completion of 2nd Slab
- c) iii) Rs. 0 On completion of 3<sup>rd</sup> Slab
- c) iv) Rs. 100,470 On completion of 4<sup>th</sup> Slab
- c) v) Rs. 0 On completion of 5<sup>th</sup> Slab
- c) vi) Rs. 100,470 On completion of 6<sup>th</sup> Slab
- c) vii) Rs. 0 On completion of 7<sup>th</sup> Slab
- c) viii) Rs. 100,470 On completion of 8<sup>th</sup> Slab
- c) ix) Rs. 0 On completion of 9<sup>th</sup> Slab
- c) x) Rs. 100,470 On completion of 10<sup>th</sup> Slab
- c) xi) Rs. 0 On completion of 11<sup>th</sup> Slab
- c) xii) Rs. 100,470 On completion of 12<sup>th</sup> Slab
- d) Rs. 66,980 On Completion of Terrace Slab
- e) Rs. 33,490 On completion of brick work of wall to the Flat.



Bmishra  
FLAT PURCHASER

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**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID ENTIRE PROPERTY)**

ALL THAT piece or parcel of land hereditaments admeasuring about 48,760.13 sq. yards equivalent to 40,769.34 sq. meters or thereabouts bearing Survey Nos. and Hissa No. as mentioned below situate lying and being at Village Navghar, Taluka and District Thane Registration District and Sub-District Thane and within the limits of Mira Bhayander Municipal Corporation :

<u>Old S.No.</u>	<u>Hissa No.</u>	<u>New S. No.</u>	<u>Area</u>
(Part of) 456	3	132	4,194.59 Sq. Mtrs.
(Part of) 457	0	135	11,787.25 Sq. Mtrs.
458	0	134	14,260 Sq. Mtrs.
(Part of) 460	0	136	10,527.75 Sq. Mtrs.
i.e. totally			40,769.34 Sq.Mtrs.

And bounded as follows i.e. to say :

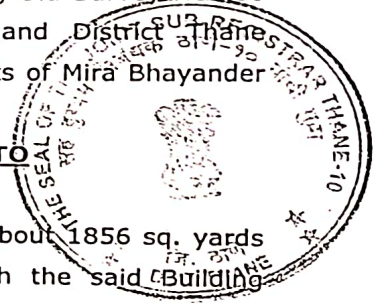
On or towards the North by : Part of Old S. No. 456 Hissa No.1  
 On or towards the West by : Partly by Old S. No. 472, and Partly by Old S. No.459 (old)  
 On or towards the East by : Partly by Road, and Partly by Old S. No.456 Hissa No.3 and  
 On or towards the South by : Partly by Road, and Partly by Old S. No.456 Hissa No.3

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE PHASE-1 PROPERTY)**

ALL THAT piece or parcel of land hereditaments admeasuring about 12,365 sq. yards equivalent to 10,339 sq. meters or thereabouts forming the part and parcel of the land described in First Schedule hereinabove and bearing Old Survey No 460 and situate lying and being at Village Navghar, Taluka and District Thane Registration District and Sub-District Thane and within the limits of Mira Bhayander Municipal Corporation:

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**THE SAID PROPERTY**

ALL THAT piece or parcel of land hereditaments admeasuring about 1856 sq. yards equivalent to 1551.52 sq. meters or thereabouts underneath the said Building "Ackruti HAZEL" and forming the part and parcel of the land described in the Second Schedule hereinabove and bearing Old Survey No. 460 and situate lying and being at Village Navghar, Taluka and District Thane Registration District and Sub-District Thane and within the limits of Mira Bhayander Municipal Corporation :



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 FLAT PURCHASER

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 DEVELOPER / PROMOTER

This page forms a part of the Agreement for sale dated 30/7/10 for sale of flat No. 1301B on the 13<sup>TH</sup> floor of the said Building known as **ACKRUTI HAZEL**, executed between Ackruti Jay Chandan JV Ltd., and **MR.SURYAKANT B. MISHRA AND MRS. RANJANA S. MISHRA**

SIGNED AND DELIVERED by the within named)  
**Ackruti Jay Chandan Joint Venture ) ACKRUTI JAY CHANDAN JV**  
**An Association of Persons / Parties)**  
in the presence of..

1.





*MShah*  
**(MAYUR D. SHAH )**  
**(AUTHORISED SIGNATORY)**  
**(PROMOTER)**



2.

*Sathak*

SIGNED AND DELIVERED by the within named)  
By the within named **FLAT PURCHASER (s)**  
**1. MR.SURYAKANT B. MISHRA**  
**2. MRS. RANJANA S. MISHRA**

*S. Mishra*  
*Ranjana*



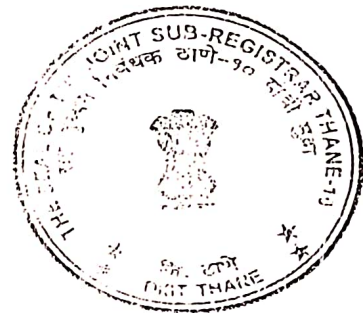
in the presence of..

1.



2.





*Suryakant*  
FLAT PURCHASER

*Ranjana*

DEVELOPER / PROMOTER

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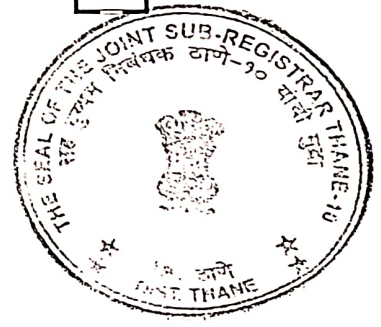
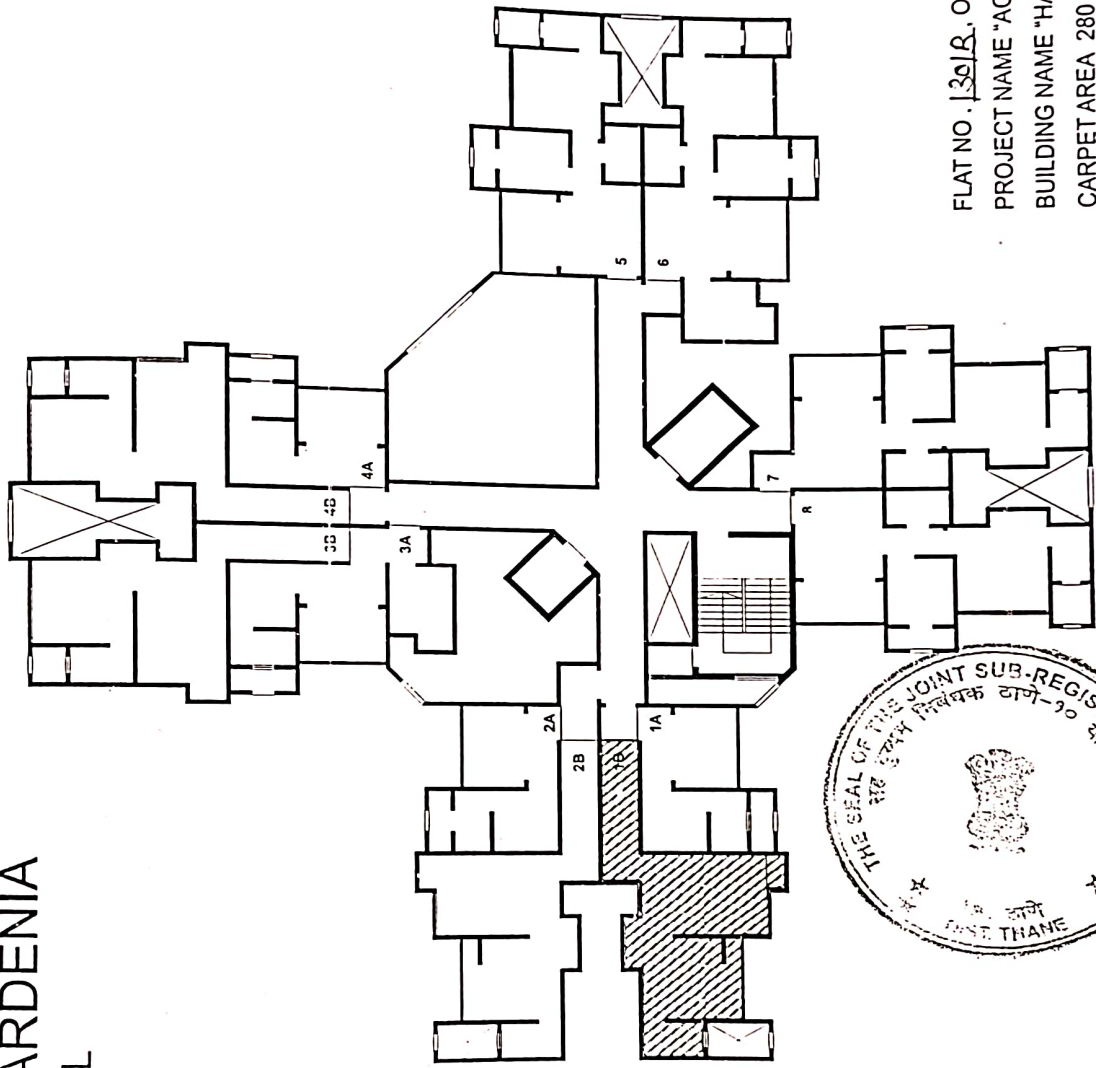
Annexure - F

ACKRUTI GARDENIA  
HAZEL

*Handwritten signature*

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FLAT NO. 1301B, ON 13<sup>th</sup> FLOOR IN ( DEMARKED IN RED ABOVE )  
 PROJECT NAME "ACKRUTI GARDENIA"  
 BUILDING NAME "HAZEL"  
 CARPET AREA 280 SQ.FT.  
 ADDITIONAL USABLE AREA 27 SQ.FT.





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Saturday, December 18, 2010

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Regn. 63 m.o.

## सूची क्र. दोन INDEX NO. II

गावाचे नाव : नवघर

- (1) विलेखाचा प्रकार, मोवदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोवदला रु. 1,699,500.00 वा.भा. रु. 1,020,100.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 132/3. वर्णन: नवघर- व्ही-11/40 सदनिका क्र.1301-बी/ 13 वा मजला, विंग-आकृती हेजल, आकृती गार्डनीया, नवघर, मिरारोड पू,ठाणे.
- (3) क्षेत्रफळ (1) 34.22 चौ.मि.वि.अप.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) आकृती जयचंदन जाईन्ट व्हेच.चे अधिकृत सहि करणार प्रमोटर मयुर डी शाह तर्फे कु मु म्हणून मधुकर साळवे. घर/प्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: अंधेरी, तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सुर्यकांत बी मिश्रा. घर/प्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: साताकुडा, तालुका: -; पिन: -; पॅन नम्बर: -.  
(2) रंजना एस मिश्रा. घर/प्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: वरीलप्रमाणे, तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 30/09/2010
- (8) नोंदणीचा 18/12/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 14083 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 84570.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 17000.00
- (12) शेरा

सह दुय्यम निबंधक ठाणे-१०

