SHIVAM APART



AGREEMENT FOR SALE

WING ROOM/FLAT/SHOP NO

SHARMILA CONSTRUCTION CO. PVT. LTD.



OFFICE :

KEVAL MAHAL, 14/8 (PART) GROUND FLOOR. MARINE DRIVE BOMBAY-400 020,

SITE ;

SHIVAM APARTMENT 169/4 NAVGHAR ROAD BHAYANDAR (EAST). DIST THANE-401 105

SHARE CERTIFICATE

Certificate No. 32			Membership No.	49 € ,3~2
OM SHIVAN		KAULICANC	SOCIETY	LTD.
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10	59/4, Navghar Road, B	Bhayander (East), Dist. Th	nanc-401 105.	
Regd. No	TNA (TNA) / HS	G / TC 4685 / 1992-9	3 Dated 18-5-92	n in de promotion de la company de la compan
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Empounded under Section (A) of Nombay Scamp Acc, 1959

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Carriffed u/s 41 of the Bombay Stumps Act. 1958 that the fun kiamp duty of Rs 19.0 / only has been paid in respect of this anstrument.

Subject to the Provision of 800, 53A of Bombay Stamp Act. 1952

EUNMO 9455

Collector of Stamps, THANK

AGREEMENT FOR SALE

THRSE ARTICLES OF AGREEMENT made at BCMBAY this day of 27 Tyr? In the Christan year one thousand sine bundred and eighty/finty TVJO BETWEEN BHARMILA CONSTRUCTION CO.PVT. LTD. a company in corporated under the Indian companies Act baving its office at Keval Mahal, 14/E(part), Ground floor, Marine Drive, Bombay-400 020 hereinafter called the DEVELOPER" (which expression shall unless it be repugment to the context or meaning thereof shall mean and include their executors, administraors) of the ONE PART, AND MESSRS/SMT/SHRI AROLAS TA

Indian Inhabitants residing at B15, M16 mod AP).

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hereinafter referred to as the "PURCHASKR" (which expression shall unless it be repugment to the context or meaning thereof shall mean and include their/her/his heirs, executors, administrators and assigns) of the OTHER PART:

AND WHEREAS (1) Shri.Vinodkumar Sharma (2) Mrs. Sarita V.Sharma (3) Shri. Mohaalal Prahladka and (4) Mrs. Asha M.Prahladka by an sale deed Agreement dated 27.12.1988 is absolutely seized and possessed of



Welly of the

an otherwise well and sufficiently entitled to piece or parcel of nonagricultural plot of land bearing No.169. Hissa No.4, admeasuring about 1542Sq. Yares equivalent to 1289. 112 Sq mts or thereabouts.

WHEREAS THE DEVELOPER has by an Agreement dated 8.6.89 executed between (1) Shri, Vinod Kumar sharma (2) Mr. Sarita V.Sharma (3) Mohanlal Prahaladka (4) Mrs. Asha M.Prahaladka of Bombay therein referred to as the vendors of the One part and the Developer herein therein referred to as the Developer of the Onepart, then Vendors have agreed with the Developer for developing the all that piece of parcel of freehold land, lying being and situated at village, Bhayandar in the Registration sub-district of Thane, and admeasuring 1542 yards i.e.1289. 112Sq. metres of there abouts more particularly described in the first Schedule hereunder written (hereinafter referred to as the said land)

AND WHEREAS it has been interalla provided in the said agreement for sale dated 8.5.89 that the Developer and Vendors jointly together developing the above said property by constructing a building thereon and selling flats/shop therein on ownership basis.

AND WHEREAS the Developer has, through his Architect and Engineers submitted plans designs and specification to the concerned local authorities for necessary approval and sanction which approved and sanctioned under No...., dated

AND WHEREAS the said Building shall always be known as "SHIVAM APARTMENT" and whereas the DEVELOPER has entered into a standard Agreement with Architect. Registered with the Council of Architect, and such Agreement is as per the Agreement prescribed by the Council of Architects and such Agreement is as per the Agreement.

AND WHEREAS the Purchaser demanded from the Developer and the Developer has given inspection to the purchaser of all the documents of title relating to the said property and the agreement for sale deed dated 27.12.1988 and Agreement dated 8.6.1989 plans designs

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and specifications prepared by the Developer Architects'
M/s ARCH. DESIGNER & CONSULTANTS, Bhayandar (West)
Maharashtra Ownership Flats (Regulations of Construction,
Sale, management & transfer) Act of 1963 (hereinafter
referred to as "the said Act, and the rules made thereunder:-

AND WHEREAS the copies of certificates of title issued by the Advocte of the Developer copies of the property card & other relevant revenue records showing in nature of the title of the Vendor to the said land on which the buildings is being constructed by the Developer as per the sanctioned and approved plans and specifications local Annexure "A" "B" and "C" respectively.

AND WHEREAS while sanctioning the said plane and specifications of the said building, concerned, local authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said property and the said property and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authorities.

AND WHEREAS the Developer have accordingly commence construction of the said building in according with the said plans and specifications.

AND WHEREAS the purchaser has agreed to purchase from the Developer flat/spep No A 206 on 200 floor of the sald building "SHIVAM APARTMENT"

AND WHEREAS prior to the such agreement as aforesaid as required by the Provisions of laws Maharashtra State Co-operative Society's Act, 1960 (Maharashtra Act NO. XXIV of 1960) and (Urban Land celling & Regulations) Act, 1976, the Purchaser has made as declaration to effect that neither the purchaser nor the members of the family of the Purchaser own/s a tenant, house or building within the limits of Bhayandar (E) Dist.Thane.

MPDV.

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AND WHEREAS Under section 4 of the said Act, the Developer is required to execute a written agreement for the said flat/shop to the purchaser, being the fact these presents and also to Register the said agreement under the Registration Act.

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

- 1. That the Developer shall construct or put up building consisting of residential flats/shops in the land described in the Schedule 'A' written hereunder in accordance the concerned local authority and which has been seen and approved by the flat/shop purchaser. That developer is entitled to make additions and/or alternations in the building which are necessary. That it is agreed that Developer shall take written consent of the flat/shop. Purchaser for such additions or alternations is affecting the flat/shop.
- 2. The flat/shop Purchaser hereby agreed to purchase from the Developer hereby agrees to sell flat/shop

  No. 201 Building No. A on and floor admeasuring 38056 Sq. ft (which is inclusive of the area of balconies) as shown in floor plan annexed, in the building known "SHIVAM APARTMENTS" situated at village

White The State of the State of

THE FIRST SHEDULE ABOVE REFERRED TO DESCRIPTION OF LAND

#### SCHEDULE "A"

#### (SCHEDULE OF PROPERTY)

ALL THAT piece or parcel of freehold agricultural land hereditament situated NAVGHAR revenue village BHAYANDAR, within limits of Kharigoan, Navghar Group Gram Panchayat, Byanyander (East), Dist. Thane, Registrar and Sub-registrar Thane admeasuring totally 1542 Sq.yds. equivalent to 1289.112 Sq.mts. or thereabouts under, survey 324

On or towards East : By the Prope

By the Property of S.No.169

Hissa No.5 and B.

On or towards, West

by the property of S.No.158.

On or towards North

by the property of S.No.169

Hissa No.3.

... On or towards South

by the Property of S.No.169

Hissa No.9.

#### SCHEDULE "B"

FLAT/SHOP bearing No. 206 Building No. A admeasuring 3805.5.5q. feet on 2nd floor of the building known as "SHIVAM APARTMENTS" together with propertionate share of common area and facilities appurtenance to the said property in the land bearing Survey No.169, Hissa NO.4 situated at Bhayander (East) Navghar Road, Dist, Thane. Pin Code-401 105.

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

SIGNED SELED AND DELIVERED ) FOR SHARMILA CONSTRUCTION CO.PVT.LTD. Bhyselm Souther Potes by the withinnamed Developer SHARMILA CONT.CO.PVT.LTD. through its Director in the DIRECTOR presence of 1) Witness: motorby 21 SIGNED SEALED AND DELIVERED) by the withinnamed PURCHASER. MYS/Smt./Shri ARUNA N. ROOMWIA in the presence of 1) Witness: 2)

received of and from the within-named *
putchaser the sum of Rs. 45000 2 *
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(Subject to realization) being the *

15% of the Sale Price of the premises *

as advance payment or deposit to *

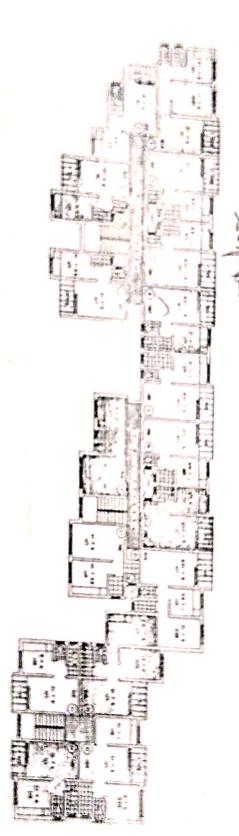
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Rs. 95000 /-

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FOR SHARMILA CONSTRUCTION CO. PVT. LTD.
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DIRECTOR

SHIVAM PARTY



TYPICAL FLOOR PLAN

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