

2A
New Residence - 307

SWAPNALOK APARTMENT

Shri. / Smt. / Ms. KAMAL SINGH

AGREEMENT FOR SALE
OF
SHOP / FLAT / NO. B-207



M/s. SHAH & MUNOT ASSOCIATES
BUILDERS & DEVELOPERS

SWAPNALOK APARTMENT
BEHIND NATVAR HOUSE, NAVGHAR ROAD, BHAYANDAR (EAST)
DIST. THANE - 401 105

- 1) Reg. Receipt
- 2) N.A. order
- 3) Building permission

NEW SWAPNA LOK CO-OPERATIVE HOUSING SOCIETY LTD.

(Registered Under MCS Act. 1960)
Regn. No. TNA(TNA)/H.S.G. (TC)/13418/2001-2002
Navghar Road, Bhayandar (E), Dist. Thane - 401 105.

Certificate No. 010

Membership Reg. No. 10

Shop/Flat No. 10/207

Authorised Share Capital Rs. 2,00,000 Divided into 4,000 Shares of Rs. 50/- only.

SHARE CERTIFICATE

This is to certify that Shri./Smt./M/s. KAMAL SINGH, PURAN SINGH.

_____ of Bhayandar is / are the registered holders of five Shares from 46 to 50 both inclusive of Rs. 250/- (Rupees Two Hundred Fifty only) in **New Swapna Lok Co.op. Housing Society Ltd.** Bhayandar subject to the Bye-laws of the said society and that up on each of such the sum of Rupees Fifty has been paid.



Given under Common Seal of Society

as on 20th day of 09th 2002

Chairman _____

Hon. Secretary _____

Member of the Committee _____

original seen
[Signature]

महाराष्ट्र शासन
नोंदणी व मुद्रांक विभाग
नोंदणी व मुद्रांक शुल्क याकरिता भरावयाचे मुल्यांकन माहिती विवरण पत्र

(यांचाकाग / इगारतीकरिता)

विभाग क्र (ओन नं. /
(माहिती असल्यास धावी)

उपविभाग क (सव् शीम नं.)

१. पक्षकाराचे नाव :

Kemalsirif Kuraomifh

२. दस्तऐवजाचा प्रकार

Agreement for Sale

३. नालमतेचे वर्णन :

(अ) सिटी सर्वे नं. : सर्वे नं. / गट नं. / पोट हिस्सा नं. / टी. पी. एस्. नं. 197

(ब) चतुःसीमा १)
२)
३)
४)

(क) नालमतेचे क्षेत्र Flat चौ. मी. / चौ. फु. 281

(ड) वापराचे स्वरूप Resident (नियारी / व्यापारी / औद्योगिक)

(इ) नजला 200 गांळा नं. B. 207

(क) इतर सुविधा

(गची (टॅरन्स) / लिफ्ट / जॉगिंग पार्क / क्लब / उद्यान / पाहण्याचा तलाव / याहनातळ इत्यादी)
टीप : करारपत्र / साठेखत (Agreement to Sale) कोणतेही पूर्ण कागदपत्रे लागत नाहीत.
सोयल दस्तऐवजाची डॅरॉक्स प्रत जोडली आहे.

तारीख : 26/2/01
टिकाण :

पक्षकाराची स्वाक्षरी / अंगठा

--: कार्यालयीन उपयोगासाठी :-

वरील माहितीच्या आंधारे लागू होणारा Khar जिल्हाच्या/तालुक्याच्या बाजारमुल्यदर

तक्त्यातील विभाग क्रमांक K नपील अ/क्र वा दर 400x281 प्रति चौ. मी. / चौ. फूट

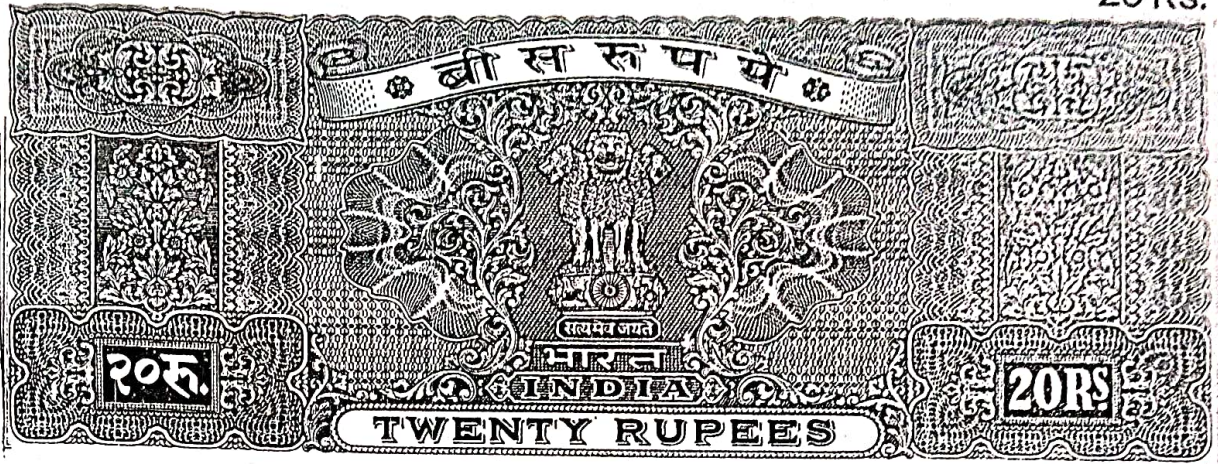
नुत्तर नालमतेची येजारी किंमत 196700/-

आवश्यक मुद्रांक शुल्क रु. 2950/-

नोंदणी फी रु 1970/-

दिनांक

20 Rs.



मिन्कोचे विकाय - ठालापर नगर बी. नं. ४ को. ती. खं.

नवधर रोड, भावण्डर (इ.नं.).

अनुक्रमांक ... 4883 ... किंमत ... 20/-

नाम ... Komal Singh

एले ... Alesh

दिनांक ... 24 DEC 2001

A

[Signature]

स्टेम्प नं. १९
(टी.डी. के. भा. भा. वि. वि. वि.)

DECLARATION

I Shri Kamal Singh Puran Singh an adult Indian Inhabitant residing at Flat No. B-207 on Second Floor, in SWAPNALOK APARTMENT at Navghar Road, Bhayandar (E). Dist. Thane 401 105, declare solemn affirmation state as under:-

That I am in need of registration of my flat No. B-207 on Second floor, having a super built up area of 330 Sq. Ft. and well described in the schedule hereunder agreement for Sale dated 18/5/95 which is attached to this declaration for a price consideration of Rs. 99,000/- (Rupees Ninety Nine Thousand only)

original seen

(Contd.2.)

I say that the same Agreement for sale was not lodged for registration as it is registration optional under section 18 of the Registration Act, 1908.

I feel that it is absolutely essential and necessary to bring the facts that the said Agreement for Sale dated 18/5/95 in respect of the Flat No. B-207 on Second Floor, admeasuring about 330 super-built up area situated in the Revenue Village Navghar, new Survey No 75, and more particularly described in the schedule hereunder written on the record of Govt. and therefore I am executing this declaration.

SCHEDULE OF THE PROPERTY

ALL THAT FLAT PREMISES No.B-207 on the Second Floor, having a super built up area of 330 Sq. Ft. in the building known as "SWAPNALOK APARTMENT" at Navghar Road, Bhayandar(E). Dist. Thane 401 105, constructed on the plot of land bearing Old S. No. 197, New S. No. 75, Hissa No. ____, situated, lying and being in the Revenue Village Navghar, Bhayandar (E) and within the Jurisdiction of MIRA BHAYANDAR MUNICIPAL COUNCIL, BHAYANDAR (W) 401 101.

Lastly I say that whatever stated hereinabove is true and correct to the best of my knowledge and belief.

Witness:

1

2

Declarant

Impounded under section 33,
of Bombay Stamp Act 1958.

Collector of Stamps, Mumbai

no. - 1,96,000

Kamalsingh Puransingh
M. Navghar has paid an amount
of deficit stamp duty of Rs. 2,950/- Two
Thousand Nine Hundred and Fifty
and penalty of Rs. 200/-
only in the State Bank of India,
Branch Reserve Bank, Mumbai 35,
dated 9.6.57.

Certified u/s 41 of the Bombay
Stamp Act, 1958 that the full stamp
duty of Rs. 2,950/- Two Thousand
Nine Hundred and Fifty only
has been paid in respect of this
instrument.

Subject to the Provision of
Sec. 53A of Bombay Stamp Act, 1958



EMNO 574

418197

Collector of Stamps, Mumbai

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at BHAYANDAR this
18 day of MAY in the Christian year
One Thousand Nine Hundred and Ninety Five BETWEEN
M/s. SHAH & MUNOT ASSOCIATES, a Partnership firm
having its office at Swapnalok Apartment, Behind
Natvar House, Navghar Road, Bhayandar (East), Thane,
401 105, hereinafter called "THE BUILDERS" (which
expression shall unless it be repugnant to the context
or meaning thereof mean and include the present
partner and the partners from time to time of the said
firm the survivor or survivors of them and their
heirs, executors, administrators and assigns of such
last survivors) of the ONE PART.

General Stamp Office
Bombay

A N D

Shri/Smt./Kam. KAMALSINGH PURANSINGH
Son/Wife/Daughter of _____
residing at _____



hereinafter called "THE PURCHASER/S" (which expression
shall unless it be repugnant to the context or meaning
thereof mean and include his/her heirs, executors,
administrators and permitted assigns) of the OTHER
PART.

*Shah & Munot
Singh*

[Handwritten signature]

W H E R E A S :

1. Builders are absolutely seized and possessed of or otherwise well and sufficiently entitled to the land bearing Old Survey No.197, Hissa no.3 (Part), 7, 8 and 9 having corresponding New Survey No.75, Hissa No.3 (Part), 7, 8 and 9, totally admeasuring 1500.58 sq.yards i.e. equivalent to 1251.69 sq.meters, situate, lying and being at village Navghar, Bhayandar, Taluka and District Thane, and in the Registration District and Sub-District of Thane and more particularly described in the First Schedule hereunder written.
2. The Builders have got the plan sanctioned for the development of the said land more particularly described in the FIRST SCHEDULE hereunder written for the construction of the Buildings thereon and have obtained the sanction of the local Authorities and pursuant to the same, the Builders are constructing building/s with a view to sell tenaments thereon on Ownership basis.
3. The Builders have been constructing the proposed building known as SWAPNALOK on the said land and the said building consisting of Flats/Shops in accordance with the plans and specifications sanctioned by the concerned local Authority.
4. The Builders are entering into separate agreements with several persons and parties for sale of the flats/shops in the building which is being constructed by the Builders on the said land.
5. The Builders have given the inspection to the Purchasers such of the documents mentioned in Rule 3 of the Maharashtra Ownership Flats Rules, 1964, (hereinafter called the said Rules) as demanded by the Flat Purchasers.

Shri. S. S.
Singh



6. The Purchaser has agreed to acquire Flats/Shops No. B-207 on the II floor in the Building known as SWAPNALOK which is being constructed on the said land on the terms and conditions hereinafter appearing.

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

1. The Builder shall construct the said building known as SWAPNALOK on the said land in accordance with the plans designs, specifications approved which have been seen and approved by the Purchaser with only such variations and modifications as the Builders may consider necessary or as may be required by the concerned local authority which the Purchaser hereby gives consent.
2. The Purchaser hereby agrees to purchase from the Builder and the Builders hereby agrees to sell the Purchaser one flat/shop no. B-207 of Carpet/Built-up/Super Built-up area admeasuring 330 sq.ft. on the II floor, in the building known as SWAPNALOK (hereinafter called "the said premises").
3. The Purchaser shall pay to the Builders a sum of Rs. 99,00,000/- (Rupees NINETY NINE THOUSAND ONLY) as the Purchaser price in respect of the said premises apart from the other payments to be made by the Purchaser under the agreement to the Builders the purchase price shall be paid by the Purchaser to the Builders in the following manner:

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Singh

- (a) Rs. _____/- As Earnest Money on or before the execution of the Agreement.
- (b) Rs. _____/- On completion of PLINTH work or on the _____ day of 199 _____ whichever is earlier.
- (c) Rs. _____/- On completion of R.C.C. frame work on the FIRST SLAB or on the _____ day of 199 _____ ever is earlier.
- (d) Rs. _____/- On completion of R.C.C. frame work of the SECOND SLAB or on _____ day of 199 _____ whichever is earlier.
- (e) Rs. _____/- On completion of R.C.C. Frame of the THIRD SLAB or on the _____ day of 199 _____ whichever is earlier.
- (f) Rs. _____/- On completion of R.C.C. frame work of the FOURTH SLAB or on _____ day of 199 _____ whichever is earlier.
- (g) Rs. _____/- On completion of Brick work or on the _____ day of 199 _____ whichever is earlier.
- (h) Rs. _____/- On completion of Plumbing and Plastering work or on the _____ day of 199 _____ whichever is earlier.
- (i) Rs. 99,000/200/- On giving POSSESSION of the said premises.

4.

IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalments of the purchase price shall be the essence of the contract. In the event of the Purchaser making any default in payment of any of the instalments of the purchase price, the Builders will be entitled to terminate this Agreement and in that event to refund to the Purchaser all the moneys paid by the Purchaser of purchase price hereunder without any interest after the said premises is sold to any other party as the Builders may determine and after the Builders shall have received the payment from the new purchaser of such premises, and the Builders shall also be entitled to deduct outgoings in respect of the

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said premises and the loss or damages, if any, sustained by the Builders and in the event of default the Purchaser will have no right whatsoever on such premises.

5. Without prejudice to the above and the Builder's other rights under this agreement and/or in Law the Purchaser shall be liable to pay to the Builders interest at the rate of 18% per annum on all amounts due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. The Builders agree to give possession of the said premises to the Purchaser on or about the _____ day of _____ 199__ subject to the availability of cement, steel, water for construction or other building materials and subject to strike civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemy or other cause beyond the control of the Builders. If However, the Builders are not able to give possession of the said premises to the Purchaser owing to unavoidable circumstances, the Purchaser shall not be entitled to any damage whatsoever he/she shall be entitled to receive back the money paid by him/her to the Builders towards the price of the said premises without interest.

7. Any additions and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser, if agreed by the Builders, shall be carried out at the risk and extra cost of the Purchaser which shall be paid in advance by the Purchaser before the work is commenced by the Builders.

8. Nothing contained in this Agreement, shall be construed so as to confer the Purchaser any right, title or interest of any kind whatsoever into or over the said property or building or any part thereof of the said premises such conferment shall take place only on execution of conveyance in favour of such cooperative society which shall be formed by Purchasers of different premises in the said building.

9. The Purchaser shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her. All open spaces, lobbies, lifts, terrace etc. will remain the property of the Builders until the whole building is transferred to the Co-operative Society as hereinafter mentioned but subject to the rights of the Builders as hereinafter stated.

Shah-S.S.
Singh

shall at his/her cost lodge this Agreement within 3 months from the date hereof for registration with sub-registrar of Thane and forthwith inform the Builders, the serial number and the date under which the same is lodged to enable them to admit the execution of the same.

44. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D. at his/her address specified below:-

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

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground bearing old Survey No.197, Hissa no.3 (Part), 7,8 & 9, now corresponding new survey no.75, Hissa No.3 (Part), admeasuring 1500.58 Sq.Yards i.e. equivalent to 1251.69 Sq.Mtrs, situate, lying and being in the Revenue Village of Khari, Bhayandar (East), Taluka & District of Thane and bounded as follows:

- On or towards the EAST :
On or towards the WEST :
On or towards the SOUTH :
On or towards the NORTH :

Shah-S.S.
Dingh

SIGNED SEALED AND DELIVERED
by the withinnamed MESSRS
SHAH & MUNOT ASSOCIATES
through its Partners _____

For SHAH & MUNOT ASSOCIATES

Shah S-S

PARTNER

in the presence of

1. *Sh*

2.

SIGNED SEALED AND DELIVERED
by the withinnamed PURCHASER
MR./MRS./MISS. KAMAL SINGH

Singh

in the presence of.....

1. *Sh (P. L. Singh)*

2.



To,

M/s. Shah & Munot Associates,
Swapnalok Apartment,
Behind Natvar House,
Navghar Road,
Bhayandar (East),
THANE DIST. 401 105.

Dear Sirs,

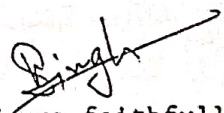
Sub: POSSESSION OF FLAT/SHOP/ROOM No. R-207 ON II
FLOOR IN THE BUILDING KNOWN AS "SWAPNALOK APART-
MENT", BHAYANDAR (EAST).

This is to record that I have received the possession of the Shop/Flat/Room No. R-207 agreed to purchase from you vide our agreement to purchase dated 18/5/95.

I say that I have inspected thoroughly the above Shop/Room/Flat in particular and the building in general and it is in accordance with the plans and specifications and as per the list of amenities. I am fully satisfied with the materials used including fitting and fixtures and I have no grievance of whatsoever nature. I further say that there is no discrepancy with reference to the area of the Shop/Flat/Room.

You shall not be responsible for any of the defect in my Shop/Flat/Room hereafter. I shall bear and pay every month towards all taxes, common expenses, water charges and electric charges etc., hereafter. I shall fully co-operate in forming the co-operative society for this building.

Thanking you,


Yours faithfully ,

Name : _____

Address : _____

Date:

Place:

Shah-S.S.

श्री. ल. लं. ७, ७ अ. व १२

क्रमांक	दिनांक	विवरण	शेरा	शेरा
१	२०२२	...	...	...
२	२०२२	...	...	...
३	२०२२	...	...	...
४	२०२२	...	...	...
५	२०२२	...	...	...
६	२०२२	...	...	...
७	२०२२	...	...	...
८	२०२२	...	...	...
९	२०२२	...	...	...
१०	२०२२	...	...	...



असाध्य पर प्रमुख श्री नवकल शर्मा

श्री. ल. लं. ७, ७ अ. व १२

तलाठी-नवाब