

WEST Bhandar West



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पुष्पागुप्ता 1979 day of Month 16-1-1979 Between Shri AGARWAL

BUILDERS a partnership firm Registered under Indian Partnership Act. 1932 and carrying on business at Ram Mandir Road, Bhandar (West), Dist. THANA. hereinafter called "the Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or person for the time being of the said firm and their respective heirs, executors administrators and assignes) of the ONE PART And Shri/Smt./Mrs. पुष्पागुप्ता

Shan Kar Lal Gupta. No. 3/37 Jann Building Lal Bag. Beamling 12. T.No. 4415633. hereinafter called "The Purchasere" (Which expression shall mean and include

them and the survivor or survivors of them, the heirs, executors and administrators or the last survivor, their, his or her assigns) of the OTHER PART.

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WHEREAS :

1. By Deed or Agreement of sale dated 21-10-78 the Vendors agreed to purchase plot of land being plot No. 10, freehold tenure subject to payment of usual N. A. assessment to Government and situated (Modi Patel Scheme) at Village Bhandar bearing S. No. 15, H. No. 3(P) containing by 505 sq. Yards or thereabout within the registration sub-district of Thana District.

2 The Vendors propose to sale Flats/Shops in the building on ownership basis.

पुष्पागुप्ता 3. Purchasers have agreed to acquire Flat/Shop No. 101 on the FIRST floor of the said building, having builtup area 663 sq. ft. and consisting of Two room and a kitchen on the terms and condition hereinafter appearing.

materials and subject to any act of God such as earthquake, flood or any other natural calamity act of enemy, war or any other cause beyond the control of the Party of the First Part.

5. The Party of the Second Part shall have no claim save and except in respect of the Particular Flat/~~Shop~~ hereby agreed to be acquired, i. e. all open spaces parking places, lobbies, staircases etc. will Remain the property of the Party of the First Part though the whole property is transferred to the proposed Co-operative Housing Society or a Limited Company as hereinafter mentioned but subject to the rights of the Party of the First Part as mentioned in Clause 3 herein.

6 The Party of the First Part shall have a right until the execution of the Conveyance in favour of proposed Society or Limited Company to make additions raise moneys or put up additional structures as may be permitted by Municipal and other competent authorities. Such additions, structures and storeys will be the sole property of the Party of the First Part who will be entitled to dispose it off in any way they choose and the Party of the Second Part hereby consents to the same.

7. Provided that the Party of the First Part dose not in any way affect or prejudice the right hereby granted in favour of the Party of the second Part in respect of the Flat/~~Shop~~ agreed to be purchased by the Party of the Second part, the Party of the First Part shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title and intrest in the said land, hereditament and premises and the building constructed and hereafter to be constructed thereon.

8. As soon as the building is notified by the Party of the First Part as complete each of the Flat / ~~Shop~~ holders (including the Party of the Second Part) shall pay the respective arrears of price payable by them within seven days of such notice if any Flat/~~Shop~~ holder fails to pay the arrears as aforesaid the Pary of the First Part will be entitled to forfeit the amounts previously paid by such defaulting Flat/~~Shop~~ holder who shall lose all rights in the Flat/~~Shop~~ agreed to be taken by him/her/them.

9. Under no circumstances possession of the Flat/~~Shop~~ shall be given by the Party of the First Part to the Party of the Second Part unless and until all payments required to be made under this Agreement by the Party of Second Part have been made to the Party of the First Part.

10. The Party of the First Part shall in respect of any amounts to be paid पुष्पा सुधा by the Party of the Second Part under the terms and conditions of this Agreement, have a first lien and charge on the said Flat/~~Shop~~ agreed to be acquired by the Party of the Second Part.

11. The Party of the Second Part hereby agrees to contribute and pay his/her/their proportionate share towards the costs, expenses and outgoing in respect of the matters specified in first Schedule hereto.

12. So long as each Flat/~~Shop~~ in the said building shall not be separately assessed for Gram Panchayat charges and water rates, the party of the Second Part पुष्पा सुधा shall pay a proportionate share of the water tax assessed on the whole building such portion to be on the basis of each Flat/~~Shop~~ in the said building being of equal value.

13. The Party of the Second part hereby agrees that in the event of any amount by way of premium to the Gram Panchayat or the State Government or betterment charges of development tax or any other tax or payment of a similar nature becoming payable by the Party of the First Part the same shall be reimbursed by the Party of the Second Parts to the Party of the First Part in proportion to the area of the Flat/~~Shop~~ agreed to be purchased by the Party of the Second Part पुष्पा सुधा and in determining such amount the decision of the Party of the First Part shall be conclusive and binding upon the Party of the Second Part.

14. The Party of the Second Part shall maintain at his/her/their own costs the Flat/~~Shop~~ agreed to be acquired by him/hed/them and shall abide by all bye-laws, rules and regulations of the Government, Gram Panchayat or any other authorities and local bodies and shall attend answer and be responsible for all notices, violations of any of the conditions or rules or bye-laws and shall observe पुष्पा सुधा and perform all the terms and conditions contained in this Agreement.

15. The Party of the Second Part hereby agrees to pay all the amount payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Party of the First Part is not bound to give any notice requiring such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amounts on the respective due date.

16. The Party of the Second Part hereby agrees to deposit with the Party of the First Part a sum of Rs. 251/- for the Membership fee and subscription of shares and further undertakes to be a member of the Co-operative Housing Society or Limited Company to be formed in the manner hereinafter appearing and also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the Society or Limited Company including the Bye-Laws of the proposed Society duly fill in, sign, and return within ten days of the same being forwarded by the Party of the First Part to the Party, of the Second Part. No objection shall be taken by the Party of the Second Part if changes or modification are made in the draft bye-Laws as may be required by the Registrar of Co-operative Society or other competent Authority.

17 The Party of the Second Part shall be bound from time to time to sign all papers and documents and to do all other things as the Party of the First Part may require him/her/them to do from time to time for safeguarding the interest of the Party of the First Part and of other Purchasers of Flat/Shop in the said building. Failure to comply with the provision of this clause will render this Agreement ipso facto void and the earnest money paid by the party of the Second Part shall stand forfeited to the Party of the First Part.

18. The Party of the Second Part hereby covenants to keep the Flat/Shop walls and partition walls, drains pipes and appurtenances thereto belonging in good tenable repair and condition and particular so as to support shelter and protect the parts of the building other than his/her/their Flat/Shop.

19. That the Party of the Second Part Shall not let, sublet, sell, transfer convey, mortgage, charge or in any way encumber or deal with or dispose of the said Flat, Shop nor assign, underlet or part with his / her / their interest under or the benefit of his Agreement or any part thereof till all his / her / their dues of whatsoever nature owing to the Party of the First Part are fully paid and only if the Party of the Second Part has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement and until the Party of the Second Part obtains previous consent in writing of the Party of the First Part.

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20. The Party of the Second Part Shall permit the Party of the First Part or Society and their Surveyor or agents with or without workmen and others at all reasonable time to enter in toto and upon the said Flat, ~~shop~~ or any Part thereof to view and examine the state and condition thereof and to make good within three months of the giving of such notice, all defects decays and want of repair of which notice in writing shall be given by the Party of the First Part to the Party of the Second Part.

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21. The Party of the Second Part shall not use the Flat, ~~Shop~~ or permit the same to be used for any purpose whatsoever other than as a private dwelling house. shopping premises nor use the same in any manner for any purposes which may or is likely to cause nuisance or annoyance to occupiers of the other Flat/~~Shops~~ in the building or to the owners or occupiers of the neighbouring properties nor for any illegal or immoral purposes.

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22. The Party of the Second Part will not at any time demolish or cause to be demolished the Flat/~~Shop~~ agreed to be taken by him/her/them or any part thereof nor will he at any time make or cause to be made any part thereof. The Party of the Second Part shall not permit the closing of verandahs or lounges or balconies or make any alterations in the elevation and outside colour Scheme of the Flat/~~Shop~~ to be acquired by him/her/them.

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23. The Part of the Second Part Shall not throw dirt, rubbish rage or other refuse or permit the same to be thrown in his/her /their Flat /~~Shop~~ or in the compound or any portion of the building.

24. That the said building shall always be known as SHRI AGARWAL BHAYAN and the name of the Co-operative Housing Society or Limited Company to be formed shall bear the name SHRI AGARWAL BHAYAN Co-op. Housing Society Ltd. and this name shall not be changed without the written permission of the Party of the First Part.

25. After the building is complete and ready and fit for occupation and after the Society or Limited Company is incorporated and registered and after all the Flats/Shops in the said building have been sold disposed of by the Party of the First Part and after the Party of the First Part has received all dues payable to them under the terms of the Agreements with various Flat/Shop-holders, the Party of the First Part shall Complete the conveyance in formed of the Society by joine all the necessary Parties.

26. In the event. of the Society or Limited Company being formed and registered before the sale and desposal by the Party of the First Part of all the Flats/Shops in the said building, the powers and authority of the Society so formed or of the Party of the Second Part and other purchasers of the Flats/Shops shall be subject to the overall authority and control of the Party of the First Part over all or any of the matters concerning the said building. the construction and completion thereof and all amenities partanining to the same and in particular the Part of the First Part shall have absolute authority and control as regards the unsold Flats/shops and the dispose thereof.

27. Any delay or indulgency by the Party of the First Part in enforcing the terms of this Agreement or any forbearance or giving of time to the Party of the Party of the Second Part shall not be construed as a waiver on the Part of the Party of the Firt Part of any breach or non-compliance of any of the terms and condition of this Agreement by the Party of the First Part.

28. All letters, receipts and /or notices issued by the First Part despatched under certificate of posting to the address given below by the Part of the Second Part will be sufficient proof of receipt of the same by the Party of the Second Parry.

Address :- Shri. Smt. Poo Shri. Sham Kar Lal Gupta

3/37. Jain Building, Boreilly - 12. Lal Bah
T-445633

29. If the Party of the Second Part, neglects, omits or fails for any reason whatsoever to pay to the Party of the First Part any of the amounts due and Payable by the Party of the Second Part under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time

herein specified or if the Party of the Second Part shall in any other way fail to perform or observe any of the covenants and stipulations on his part herein contained or referred to, the Party of the First Part shall be entitled to re-enter upon and resume possession of the said Flat ~~Shops~~ and everythings whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amounts already paid by the Party of the Second Part to the Party of the First Part shall stand absolutely forfeited to the Party of the First Part and the Party of Second Part shall have no claim for refund or repayment of the said earnest money and/or the said other amounts paid by the Party of Second Part and the Party of the Second Part hereby agrees to forfeit all his/her/thir right title and intrest in the said Flat/~~Shops~~ and all amounts already paid and in such evant the Party of the Second Part shall also be liable to immediate ejection as trespasser. The right given by this Clause to the Party of the First Part shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement available to the Party of the First Part aginet the Party of the Second Part.

30. All costs, charges and expenses in connection with the formation of the Co-operative Housing Society or Limited Company as well as the costs of preparing engrossing and registering all the Agreements, Conveyance Deed, Transfer Deed or any other document or documents required to be executed by the Party of the Firsts Part or the Party of the Second Part as well as the entire professional costs of the Attorneys of the Party of the First Part in preparing and approving all such documents shall be brone by the Society or timited Company or proportionately by the holders of Flat/~~Shop~~ and garage in the said building. The Party of the First Part shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Party of the Second Part shall be paid by his/her/them immediatly on demand.

31.

- (1) The expenses of maintaining, repairing redecorating etc. of the main structure and in particulars the roof, gutters and rain water pipes of the building water pipes, gas pipes and electric wires in under or or upon the building and enjoyed or used by the Party of the Second

Part in common with the other occupiers of other Flat/Shops and the main entrances, passages, landing and staircases of the building as enjoyed by the Party of the Second Part or used by him in common with other Flat/~~Shops~~ Holders and boundary walls of the building, compounds terraces etc.

- (2) The costs of cleaning and lighting the passages, landings staircases and other parts of the building enjoyed or used by the Party of the Second Part in common with other Flat/~~Shop~~-holders.
- (3) The costs of the decorating the exterior or the building.
- (4) The costs of the salaries of clerks, bill Collectors, Chowkidar, Sweerers etc.
- (5) The costs of maintenance of light and service charges.
- (6) Panchayat and other taxes, water charges, land revenue, etc.
- (7) Insurance of the building.
- (8) Such other expenses as are necessary or incidental to the maintenance and opkeep of the building.
- (9) Non vegetarian food is otriectly prohibited in the premices, as for possible.

32. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act. 1963 and Maharashtra Ownership Flat Rules 1964 or any other provisions of law applicable hereto.

33. The Party of the Second Part shall pay a sum of Rs. 100/- as the costs charges and expenses of the preparation of the Agreements in duplicate registra-tion charges being extra.

34. The Party of the Second Part admits that he and other Purchaser or Flat/~~Shop~~ has only facility to go over to the terrace for installing ariel antenno and for inspection of water tank etc. and not for any other purpose it is expressly understood, by the Party of the Second Part that puchasers and of occupiers of the top floor shall have a right over the terrace and that shall exclusively in passion of them and the same will be made available for limited propose and also for carrying on repairs and not otherwise,

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

All the piece or parcel of vacant land or ground situate lying and being at village Bhayndar in the Taluka Thana, in the registration Sub District of Thana and forming part of land described in the first Schedule herein above written and which piece or parcel of land being sub divided Plot No. 10 Modi Patel Scheme in survey No. 15 H. No. 3 Part above admeasuring 504 sq. yards equivalent to 422.245 sq. meters, or thereabout and bounded as follows :- That is to say, on or towards the South by 30' Wide Road, on or towards the North by Vinayak Nagar, on or towards the East by Plot No. 11 "PARAS" of the said scheme, and or towards the West by Plot No. 9 Mr. Gupta.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Shri D. N. PENDSE

"POORTATA"
1st. Floor, Gokhale Rd,
Navpada, Thane

SKD.

Re : Pieces or Parcels of land or ground situate, lying
and being at Village Bhayndar.

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TO WHOMSOEVER IT MAY CONCERN

THIS IS CERTIFY that on behalf of our clients, SHRI AGARWAL BUILDERS, We have investigated the title of Shri Malchand Laduram Agarwal to the pieces or parcels of land or ground situate, lying and being at Village Bhayndar and more particularly described in the Schedule hereunder written and have caused to be taken searches in the office of the Sub-Registrar of Shri Malchand Laduram Agarwal to the said pieces or parcels of land described in the Schedule hereunder written is marketable free from all encumbrances howsoever.