10 Rs.

8 OCT 1990

P. C. SINGH
ADVOCATE HIGH COURT

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Bombay this 28th day of October 1990 BETWEEN 1) SHRI. WAMAN HIRAJI MANDALKAR and 2) SHRI. HARICHANDRA HIRAJI MANDALKAR, both adult Indian Inhabitant of Bombay residing at Mandalkar House, 144, Kumbharwada, Gauthan Road, Malad (West), Bombay-400064, hereinafter called the ' Vendors ' (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the One Part; A N D 1) SHRI. MADHAVRAO BAPUSAHEB PATIL, residing at Panwala Chawl No. 2, Room No.12, Bhandarwada, P.G. Road, Malad (West), Bombay-400 064; 2) SHRI. MADHUKAR MARUTHI PATIL, residing at Ekvira Niwas, P.G. Road, Bhandarwada, Malad (West), Bombay-400 064 3) SHRI. PRALHAD L. KAMAT, residing at B-7, Aradhana Co-operative Housing Society, N.B. Road, Somwar Bazar, Malad (West), Bombay-400 064, all Indian Inhabitant of Bombay, hereinafter called the 'Purchasers ' (which

expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the Other Part;

WHEREAS Party of the First Part are the owners, seized, possessed or otherwise well and sufficiently entitled to a piece and parcel of land, ground and hereditaments situate and lying being at Village Malad, Taluka Borivili, B.S.D. bearing Survey No. 468, Hissa No. 1, C.T.S. No. 341 (1 to 4) admeasuring 620 sq. yds. alongwith the structure thereon Assessed under No.P/3156/167/2 and piece and parcel of land bearing Survey No. 471, Hissa No. 3, C.T.S. No. 342 admeasuring 104 sq. yds. more particularly described in the schedule hereunderwritten and shown in the plan annexed hereto and delinated in green colour bounded line (hereinafter referred to as the ' said property')

AND WHEREAS Vendors are enjoying the said property as absolute owners and are excercising all right of Ownership thereon.

AND WHEREAS the Vendors being absolutely entitled to the said property have agreed with the Purchasers to sell to them the said property for the purpose and terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. The Vendors shall sell and the Purchasers shall Purchase all and singular the land and hereditaments situate lying and being at Mouje Malad, Village known as Shiltor, Taluka Borivili, B.S.D. bearing Survey No. 468, Hissa No. 1, C.T.S. No. 341 admeasuring 620 sq. yds. alongwith the structure existing thereon Assessed under No. P/3156/167/2 and land bearing Survey No. 471, H. No. 3, C.T.S. No. 342 admeasuring 104 sq. yds. and more particularly described in the Schedule hereunderwritten. free from all encumberance ~~xkxx~~ and also shown in the plan annexed hereto delinated in Green colour bounded line, at a lumpsum price of Rs. 1,25,000/- (Rupees one lakh twenty five thousand only).

2. Upon the execution of this Agreement the Purchasers have paid the full consideration amount of Rs. 1,25,000/- (Rupees one lakh twenty five thousand only) to the Vendors.

3. On execution of this presents and on receipt of the said sum of Rs. 1,25,000/-, (which the Vendors doth

hereby admits and acknowledges) the Vendors have put the purchasers in vacant and peaceful possession of the said property as exclusive owners thereof.

4. The Purchasers have also vacated the structure existing on the said property by removing their articles and belongings and have handedover the vacant and peaceful possession of the same to the Vendors with the right to demolish the same for the purpose of the Development of the said property.

5. The Purchasers are at liberty to develop the said property in the manner they desire by constructing buildings/flats/shops/godowns etc. on the said property and in that regard the Vendors shall give full co-operation to the Purchasers.

6. The Vendors shall on execution of this present handedover all title deeds relating to the said property for investigating the title of the Vendor to the said property by the Purchasers or their nominees or nominee.

7. The Vendors have also executed an Irrevocable Power of Attorney in favour of the Purchasers enabling Purchasers to manage and administer the said property, for completion of the development activities on the said property, to sell and dispose of the said property and further to do the matters and things relating to the completion of sale in favour of Purchasers.

8. The Vendors shall pay all outgoings upto date, of this Agreement and thereafter all outgoings in respect of the said property shall be paid by the Purchasers alone as the case may be.

9. The Vendors shall execute a Conveyance and such other documents and complete the sale as and when called upon to do so by the Purchasers or their nominee/s any time hereinafter.

10. The Vendors shall execute a proper conveyance and all other necessary documents and writings in favour of the Purchasers including the Co-operative Society or Body Corporate as the Purchasers or their nominees. In such conveyance the Vendor shall join necessary parties having interest in the saidland and shall see that complete title in respect of the said land is conveyed to the Purchasers or their nominees as aforesaid.

11. The conveyance and other documents necessary for completing the title agreed to be given shall be prepared by the legal advisor of the Purchaser or his nominee or nominees as the case may be.

12. The Vendors hereby declares that there is at present no notice or requisition of the Government of Maharashtra or any public body or authority under any of the acts or statures pending in respect of the said land and or structures hereby agreed to be sold. If any notice or requisition is issued hereafter by the Government or any body or authority under any of acts in respect of the said property the Vendors shall intimate the same to the Purchasers and the Vendors shall comply with the same at their own costs uptodate of completion of sale. Provided, however, that if the Vendors have concealed any such notice under any of the acts as aforesaid, the Purchasers shall be entitled to all costs charges and expenses

incurred by them till then together with entire consideration money paid to the Vendors herein as aforesaid.

13. All out of pocket costs, charges and expenses of and incidental to the sale including stamp duty, registration charges, plan, etc. and of all permission to be obtained herein shall be borne and paid by the Purchasers alone. Each party shall bear and pay its own legal advisors costs.

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

SCHEDULE OF PROPERTY ABOVE REFERRED TO

ALL THAT PIECE AND PARCEL of land ground hereditaments situate and lying being at Village Malad, Taluke Borivili, B.S.D. bearing Survey No. 468, Hissa No. 1. C.T. S. No. 341 (1 to 4) admeasuring 620 sq.yds. alongwith the structure thereon Assessed under No. P/ 3156/167/2 Survey No. 471, Hissa No. 3, C.T.S. No. 342 admeasuring 104 sq. yds.

SIGNED SEALED AND DELIVERED by the)
withinnamed ' Vendors ')
1. Shri.Waman Hiraji Mandalkar)
2. Shri.Harichandra Hiraji Mandalkar)
in the presence of.....)

L.H. of Waman Hiraji Mandalkar

SIGNED SEALED AND DELIVERED by the)
withinnamed ' Purchasers')
1.Shri.Madhavrao Bapusaheb Patil)
2.Shri.Madhukar Patil)
3.Shri.Prahlad L.Kamat, in the prese-)
of.....)

RECEIVED FROM THE WITHINNAMED)
Purchasers a sum of Rupees one)
lakh twenty five thousand only)
being the full consideration)
amount withinnamentioned as)
to be paid by them to us by) Rs. 1,25,000/-
==========

(6 Cheques, ~~each~~ 4 amounting to Rs 20833/- bearing cheque no 86122 drawn on The Sonawal Co-op Bank Ltd (Malad west Branch), bearing cheque no 15555 drawn on Sanky Maharashtra cheque no 866283 drawn on Bangli Bank Ltd, & 866282 drawn on Bangli Bank (Malad Branch) & two cheques amounting to Rs 20834/- drawn on Sonawal Co-op Bank Ltd under no 86123 dated drawn on Sanky Maharashtra 15556 (Cheque no)

WE SAY RECEIVED

Lumpsagar
Lith. Thumb
By. Hema Hisaga
Mumbai

VENDORS

WITNESS :

1)

2)

DATED THIS DAY OF OCTOBER, 1990

B E T W E E N

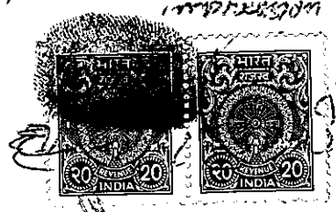
SHRI. WAMAN HIRAJI MANDALKAR & ANR.

AND

SHRI.MADHAVRAO BAPUSAHEB PATEIL & ORS.

AGREEMENT FOR SALE

ANIL C. SINGH
Advocate High Court,
Bombay-400 0 02.

दि० २८/१०/१९९०

आम्ही श्री वामन हिरानी मांडवकर व श्री हरिश्चंद्र हिराजी मांडवकर आज दि. २८/१०/९० रोजी लिहून देतो की, आमची मजारवाडा, माटवण येथे सर्वे-४०००६४ मध्ये C.T.S.No.341 (1 to 4) ६२० चार व C.T.S.No.342 मध्ये 908 चार हिस्से ची जागा 9) श्री माधवराव बापूसाहेब पाणीकर, 2) श्री मधुकर माधवी पाणीकर व 3) श्री प्रल्हाद लक्ष्मीकांत आमत यांना विकलेली आहे. याकरीता ठरलेली रक्कम रोख ६५ ने ७५,०००/- (पंचाहत्तर हजार) मिळाले : Left hand Thumb impression of Shri Waman Hiraji Mandalkar