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Dated : 23<sup>rd</sup> February, 2012

To,  
Mr. S. K. Sinha  
Relationship Manager,  
State Bank of India, Commercial Branch,  
Vile Parle(E), Mumbai.

Dear Sir,

Ref : : Cash Credit Limit of 70.00 Crores against RNA Address Project of A A Estate Pvt. Ltd.,

Sub: Submission of Documents as per Legal Opinion

Please find enclosed the following documents referred in subject Report:

- 1) Certified True Copy with Notarized of Original Registered Conveyance Dated August 9, 2007 and registered under serial No. VSI-10890-2007 dt. August 24, 2007 by Sub Registrar Vasai-2.
- 2) Certified True Copy with Notarized of Original Registered Conveyance Dated August 14, 2007 and registered under serial No. VSI-10473-2007 dt. August 14, 2007 by Sub Registrar Vasai-2.
- 3) Certified True Copy with Notarized of Original Registered Conveyance Dated August 14, 2007 and registered under serial No. VSI-10475-2007 dt. August 14, 2007 by Sub Registrar Vasai-2.
- 4) Certified True Copy with Notarized of Original Registered Conveyance Dated October 5, 2007 and registered under serial No. VSI-12876-2007 dt. October 16, 2007 by Sub Registrar Vasai-2.
- 5) Certified True Copy with Notarized of Original Registered Conveyance Dated December 28, 2007 and registered under serial No. VSI3-01144-2008 dt. January 31, 2008 by Sub Registrar Vasai-3.
- 6) Certified True Copy with Notarized of Original Registered Conveyance Dated December 28, 2007 and registered under serial No. VSI3-01145-2008 dt. January 31, 2008 by Sub Registrar Vasai-3.
- 7) Certified True Copy with Notarized Copy of Agreement of Sale dt. February 3, 1988 and Registered under Serial No. VSI1-00794-1989 dt. April, 19, 1989 by Sub-Registrar Vasai.
- 8) Certified True Copy with Notarized Copy of Agreement of Sale dt. May 9, 1989 and Registered under Serial No. VSI1-00233-1989 dt. May 9, 1989 by Sub-Registrar Vasai.
- 9) Certified True Copy with Notarized Copy of Agreement of Sale dt. June 5, 1989 and Registered under Serial No. VSI1-01155-1989 dt. June, 5, 1989 by Sub-Registrar Vasai.
- 10) Certified True Copy with Notarized Copy of Agreement of Sale dt. June 12, 1990 and Registered under Serial No. VSI-179-1990 by Sub-Registrar Vasai.
- 11) Certified True Copy with Notarized Copy of Articles of Agreement dt. September 20, 1990 and Registered under Serial No. VSI-1188-1990 dt. September, 20, 1990 by Sub-Registrar Vasai.
- 12) Certified True Copy with Notarized Copy of Agreement of Sale dt. December 29, 1989 and Registered under Serial No. VSI1-5969-1989 dt. December 29, 1989 by Sub-Registrar Vasai.
- 13) Certified True Copy with Notarized Copy of Articles of Agreement dt. April 22, 1989 and Registered under Serial No. VSI1-7344-2005 dt. December, 17, 2005 by Sub-Registrar Vasai.
- 14) Certified True Copy with Notarized Copy of Articles of Agreement dt. May 10, 1989 and Registered under Serial No. VSI1-7345-2005 dt. December, 17, 2005 by Sub-Registrar Vasai.
- 15) Copy of Latest 7/12 extracts in respect of captioned Properties.
- 16) Copy of N.A. Orders in respect of captioned property.

Kindly acknowledge receipt.

Thanking You,

Yours faithfully,  
For RNA Corp Pvt. Ltd.,

Subhankar Mondol

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# Agreement for Sale

19/04/1989

Rameshchandra T. Joshi

Kamlabai S. Bhair Koth.

&

Lakesh Kaul

(2'xerox)

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Pages-61

नोंदणी ३९ म.  
Regn. 39 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक १९ एप्रिल सन १९

दस्तावेजाचा प्रकार - कवोरनामा १२ ८३४६०१ -

सादर करणाऱ्याचे नाव - (१) के. व. के. व. -

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्का फी (फोटो)

पुढाऱ्याची नक्का फी

उपायव्य

नक्का किंवा जापने (कलम ६४ ते ६७)

सोध किंवा निरीक्षण

वंड - कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नक्का (कलम ५७) (फोटो)

उत्तर फी (भागील पानावरील) वाव क.

५०००/००

६४ ००

११ ००

५००५/

५०७५/

दस्तावेज  
नक्का

नोंदणीकृत डॉ. डी. ए. पाठवावा  
या यादीद्वारे नोंदणीकृत

नक्का निवेदन

दस्तावेज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डॉ. डी. ए. पाठवावा

हवाली करावा

सादरकर्ता

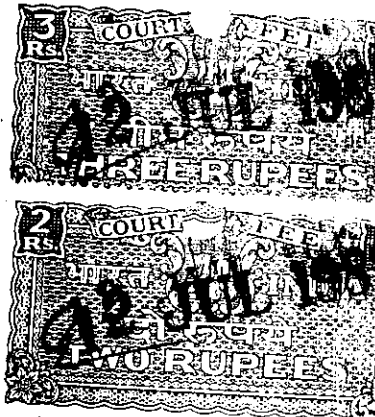
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हतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद इतरा किंवा अडस ताकने.
२. वजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद बीस अन्वये.
४. दुसऱ्यारनामा अनुप्रमाणत.
५. सुरक्षित फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत आणे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड लंगहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. बिलेख इ. च्या तकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.  
दस्तऐवज परत केला.

दुय्यम निबंधक

10RS.



THIS ARTICLES OF AGREEMENT made at Bombay

this 19<sup>th</sup> day of Apr/ One Thousand Nine Hundred and Eighty Nine BETWEEN SHRI RAMESHCHANDRA JATASHANKAR JOSHI of Rajkot Indian Inhabitant, hereinafter called "the Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part AND (1) SMT. KAMLABAI SHANTARAM BHOIR, (2) SHRI PREMANAND SHANTARAM BHOIR, (3) SHRI YOGESHCHANDRA SHANTARAM BHOIR, (4) KUM. VASUNDHARA SHANTARAM BHOIR, (5) SMT. VASANTIKA ASHISH MHATRE, (6) SMT. JAIMALA RAJPRAKASH BHOIR and (7) SHRI MAHESH RAJPRAKASH BHOIR, all of Indian Inhabitants, hereinafter collectively called "the

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after called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Third Part.

W H E R E A S:

1. The Vendors and the Confirming parties have represented to the Purchaser as under:-
  - (a) That One Shri Shantaram Hajaram Bhoir (since deceased) was the Owner of and was absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural lands bearing



(b) That the said Shantaram Rajaram Bhoir died on or about 14th September, 1951, leaving behind him, his widow (i) Smt. Kamlabai Shantaram Bhoir, and his children (ii) Shri Premchand Shantaram Bhoir, (iii) Shri Yogeshchandra Shantaram Bhoir, (iv) Kum. Vasundhara Shantaram Bhoir, (v) Smt. Vacantika Ashish Bhatre and (vi) Shri Rajprakash Shantaram Bhoir as his only heirs and legal representatives, according to the law of succession as applicable to him at the time of his death.

(c) The said Shri Rajprakash Shantaram Bhoir also expired on or about 25th March, 1956, leaving behind him, his widow Smt. Jaimala Rajprakash Bhoir and his son Shri Mahesh Rajprakash Bhoir, as his only heirs and legal representatives as applicable to him at the time of his death.

(d) The Confirming Parties herein are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural lands bearing Survey No: 311 Hissa No: Part, Survey No: 312 Hissa No: Part, and Survey No: 312 Hissa No: Part, all situated, lying and being at Village Rajawali, Taluka Vasaim, District Thane, more particularly described in the schedule hereunder written.



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the Confirming Parties herein have agreed to sell their respective plots of lands therein mentioned bearing Survey No: 3-11 Hissa No: Part, Survey No: 312 Hissa No: Part and Survey No: 313 Hissa No: Part, and the Vendor herein as the Purchaser thereto has agreed to purchase from the Confirming Parties therein all those pieces and parcels of lands bearing Survey No: 311 Hissa No: Part, Survey No: 312 Hissa No: Part and Survey No: 313 Hissa No: Part, all situated at Village Rajawali, Taluka Vasai, District Thane, more particularly described in the schedule hereunder written, for the consideration and on the terms and conditions therein contained.

2. By an Agreement for Sale dated 9th August, 1988 entered into between the Vendor and the Purchaser hereto, the Vendor in his turn has agreed to sell and assign the benefits of the hereinbefore recited Agreement for Sale dated 3rd February, 1988 in favour of the Purchaser and the Purchaser has agreed to purchase from the Vendor, all those 61 plots of lands, situated at Village Rajawali, Taluka Vasai, District Thane, bearing the respective Survey Numbers and Hissa Numbers, more particularly mentioned and described in the schedule thereunder written, which include the said lands bearing Survey No: 311 Hissa No: Part,





3. By virtue of clause 5(e) of the said Agreement for Sale dated 9th August, 1988, the Vendor has agreed and undertaken to obtain the Confirmation and unconditional consent of all the Owners of the said 61 plots of lands, more particularly described in the schedule thereunder written, and the names of whom are mentioned in the annexure thereto annexed, for sale of the said lands in favour of the Purchaser herein and for that purpose agreed to cause the Owners to execute a separate Deed of Confirmation or any Writing as may be required by the Purchaser, by which the Owners would confirm the sale in favour of the Purchaser.

4. It is mutually agreed between the parties hereto to execute a separate Agreement for Sale with each of the Owners of lands more particularly described in the schedule written under the said Agreement for Sale dated 9th August, 1988, whereby the Vendor, will in accordance with the said Agreement for Sale dated 9th August, 1988 agreed to sell and the respective Owners will confirm to sell their respective plots of lands to the Purchaser and the Purchaser will agree to purchase the said plots of lands for the same consideration, proportionate to the area of the said lands and on the same terms and conditions as set out in the said Agreement for Sale dated



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Confirming Parties do and each of them hereby confirm to sell and the Purchaser hereby agrees to purchase the said lands, more particularly described in the schedule hereunder written, for the consideration and on the terms and conditions hereinafter appearing, being the same consideration, proportionate to the area of the said lands, and on the same terms and conditions as contained in the said Agreement for Sale dated 9th August, 1988, except to the extent expressly varied by this Agreement.

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

1. The Vendor doth hereby agree to assign the benefits of the hereinbefore recited Agreement for Sale dated 3rd February, 1988 and in his turn to sell to the Purchaser and the Purchaser doth hereby agree to purchase from the Vendor, all and singular the vacant agricultural lands, bearing Survey No: 311 Hissa No: Part, admeasuring according to the records of rights an area of 38.35 Gunthas, equivalent to 4,640 square yards equivalent to 3,880 square metres or thereabouts, Survey No: 312 Hissa No: Part, admeasuring according to the records of rights an area of 1 Acre and 36 gunthas, equivalent to 9,197 square yards, equivalent to 7,680 square metres or thereabouts and Survey No: 313 Hissa No: Part, admeasuring according to the records of rights an area of 2 Acres equivalent to 9,675 square yards.



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particularly described in the schedule hereunder written and delineated on the plan hereto annexed by a Red coloured boundary line (hereinafter referred to as "the said lands"), for the consideration of Rs. 55/- per square yard, (Rupees Fifty five only), aggregating to Rs. 12,93,160/- (Rupees Twelve lacs Ninety Three thousand One Hundred and Sixty only) to be paid by the Purchaser to the Vendor in the following manner:-

(a) Rs. 60,000/- (Rupees Sixty thousand only) being the part payment towards the total consideration paid by the Purchaser to the Confirming Parties directly, before the execution of this Agreement, on behalf of the Vendor towards the consideration payable by the Vendor to the Confirming Parties under the said Agreement for Sale dated 3rd February, 1938, entered into between the Confirming Parties as the Vendors thereto and the Vendor herein as the Purchaser thereto, out of the consideration payable by the Purchaser to the Vendor under this Agreement for Sale (the payment and receipt hereof the Vendor and the Confirming Parties do and each of them doth hereby admit and acknowledge.)

(b) Rs. 37,000/- (Rupees Thirty Seven thousand only) to be paid by the Purchaser to the Vendor as part payment towards the total consideration or or before the execution of this Agreement (the payment and receipt whereof, the Vendor doth hereby admit and acknowledge.)



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in favour of the Purchaser to enable the Purchaser to develop the said lands.

- (ii) Making a declaration, setting out the statements/declarations made by them in clause 4 of this Agreement.
- (iii) Permitting the Purchaser unconditionally to enter upon the said lands and to do all acts, deeds, matters and things necessary for the development of the said lands as their Licensee, until the said lands are fully developed.
- (c) 5% of the total consideration to be paid by the Purchaser to the Vendor on the Purchaser obtaining N. A. permission from the concerned authorities necessary for the development of the said lands by the Purchaser and on the Vendor and the Confirming Parties complying with the following:-
- (i) Obtaining necessary permission from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the said lands at their own costs (if necessary).
- (ii) Removing and satisfying the claims of the tenants (if any), on the said lands and obtaining their consent to the sale of the said lands in favour of the Purchaser.



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any other local body or authority.

- (d) 5% of the total consideration shall be paid by the Purchaser to the Vendor on the plan being passed and approved and Commencement certificate to that effect being issued by the Panchayat or the relevant authority in favour of the Purchaser for the development of the said lands.
- (e) 10% of the total consideration to be paid within six months of the payment under clause 1(d) hereinabove and on the execution of Conveyance of the said lands by the Vendor to the Confirming Parties in favour of the Vendor or his nominee or nominees or assign/s, as the case may be, and on the Vendor and the Confirming Parties obtaining their respective Certificates under Section 230-A of the Income Tax Act, 1961, as provided in clause 18 hereinafter appearing. The said Conveyance shall however provide for a charge on the said lands for the balance consideration to be paid under clause 1(f) hereinafter appearing.
- (f) The balance consideration left, after deducting the amounts paid by the Purchaser to the Vendor under clause 1(a) to 1(e) hereinabove from the total consideration, shall be paid by the Purchaser to the Vendor, within a period of two years of the payment under clause 1(e) hereinabove.

recited Agreement for Sale dated 3rd February, 1988 is in favour of the Purchaser and agree to execute all the documents as may be necessary for the said purpose including Power of Attorney, Conveyance and any other Writing as may be required by the Purchaser.

3. It is hereby agreed by and between the parties hereto that the Purchaser shall at his option be entitled to make payments of the balance amount due and payable by the Vendor to the Confirming Parties under the hereinbefore recited Agreement for Sale dated 3rd February, 1988, to the Confirming Parties directly on behalf of the Vendor, out of the consideration payable under clause 1(a) to 1(f) hereinabove and the same shall be deemed to be the payment by the Purchaser to the Vendor and on the receipt whereof by the Confirming Parties, the liabilities of the Purchaser towards the Vendor and the Vendor towards the Confirming Parties shall to the extent of the said amounts stand fully ~~satisfied~~ satisfied and the Vendor and the Purchaser shall accordingly stand discharged upto the said amounts.

4. The Vendor and the Confirming Parties do and each of them doth hereby agree, declare and confirm as under:-

(a) That one Shri Shantaram Rajaram Bhoir (Since deceased) was the Owner of and was absolutely seized and possessed of or otherwise well and sufficiently entitled to the said lands, more particularly described in the schedule herunder written

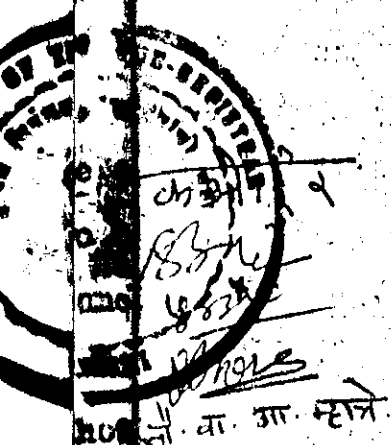


(iii) Shri Yegeshchandra Shantaram Bhoir, (iv) Kum. Vasundhara Shantaram Bhoir, (v) Smt. Vasantika Anbhai Bhatre and (vi) Shri Rajprakash Shantaram Bhoir, as his only heirs and legal representatives and according to the Law of Succession as applicable to him at the time of his death.

(c) The said Rajprakash Shantaram Bhoir also expired on or about 25th March, 1988, leaving behind him his widow Smt. Jaimala Rajprakash Bhoir and his son Shri Mahesh Rajprakash Bhoir, as his only heirs and legal representatives according to the Law of Succession as applicable to him at the time of his death.

(d) The Confirming Parties herein are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to the said lands.

(e) By an Agreement for Sale dated 3rd February, 1988 made between the Confirming Parties herein along with several other Owners of different plots of lands, as the Vendors thereto, and the Vendor herein as the Purchaser thereto, the Confirming Parties herein have agreed to sell their respective plots of lands therein mentioned, being the said lands more particularly described in the schedule hereunder written and the Vendor herein as the Purchaser thereto has agreed to purchase from the Confirming Parties the said lands, more particularly described in the schedule hereunder written



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in any manner, whatsoever, in the said lands?

If any claims are received from any person, whatsoever, the same shall be removed and/or satisfied by the Vendor and the Confirming Parties at their own costs, to the satisfaction of the Purchaser.

- (h) That the heretofore recited Agreement for Sale dated 3rd February, 1988 made between the Confirming Parties herein as the Vendors thereto and the Vendor herein as the Purchaser thereto, is valid, subsisting and binding between the Vendor and the Confirming Parties. That the said Agreement has not been revoked, cancelled, rescinded, modified, or abrogated by the Vendor and/or the Confirming Parties and that the same has not been challenged or annulled by any other parties having any interest or claim in respect of the said lands. The Vendor and the Confirming Parties do and each of them doth hereby further agree, declare and undertake that they or any of them shall not revoke, annul, rescind, modify or abrogate the said Agreement for Sale dated 3rd February, 1988, so as to prejudice and/or jeopardise the rights of the Purchaser in any manner, whatsoever, and in the event of any such act done or omitted to be done, the same shall be deemed to be void against the Purchaser.

- (i) The Vendor and the Confirming Parties do and each of them doth hereby further declare that they or any of them have not taken any loan, by way of





(k) The said lands are fully and absolutely vested in the Confirming Parties and the same are not a joint family property.

(m) The Vendor and/or the Confirming Parties or any or them did not hold nor are they or any of them now holding any agricultural lands in excess of the ceiling area prescribed by the Maharashtra Government Agricultural Lands (Ceiling and Holding) Act, 1965.

(c) There are no tenants (protected, permanent or otherwise) or trespassers on the said lands and the said lands are vacant and free from any trespass.

(a) Neither the Forfeitor nor the Confirming Parties nor

to the said lands or any part thereof and that no right has become effective by prescription or otherwise howsoever and the Owners or the occupiers of the adjoining lands or tenants or the public at large do not use or have lawful access to any part of the said lands for passing and/or repassing between any point within the said lands.

- (q) The said lands or any part thereof are not included in any intended or published scheme of improvement or development of the Rajawali Gram-Panchayat or the Government (Central or State) or any other public body or authority.
- (r) No Notice of Requisition or Acquisition, written or verbal, is issued by the Gram-Panchayat, Municipal Corporation, Government of Maharashtra, Government of India, ULC Authority or any other authority or local body whatsoever in respect of the said lands or any part thereof. If before the completion of the sale of the said lands, any Notice in respect of any requisition or acquisition issued or is about to be issued, the Vendor and the Confirming Parties shall inform the Purchaser forthwith and the Purchaser shall have the option to rescind this Agreement.

- (s) There is no notice of any reservation or set-back of the said lands or any part thereof and

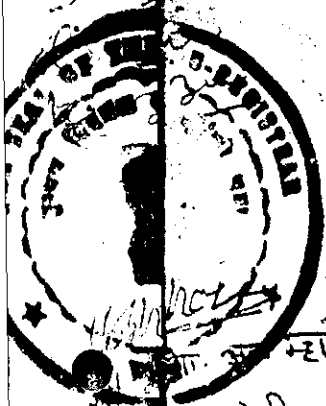


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(t) No Notice including any notice from the Government or local body or authority or under the Epidemic Diseases Act or Defence of India Act or the Maharashtra Land Revenue Code or the Bombay Tenancy and Agricultural Lands Act, 1948 or the Maharashtra Agricultural Land (Ceiling and Holdings) Act, 1965 or any legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said lands hereby agreed to be sold or any part thereof.

(u) The said lands or any part thereof are not reserved for any public purpose, specific purpose or otherwise in accordance with the development plan. It is further agreed that if before the completion of the sale, if any notice, including any notice of reservation or set-back or otherwise is issued, the Purchaser shall have the option to rescind this Agreement, in which event, the Vendor shall forthwith return to the Purchaser all the amounts received by them under this Agreement without interest and each party shall bear and pay its own costs.

(v) The said lands do not fall under the Urban Land (Ceiling & Regulation) Act, 1966. The Vendor shall if necessary, obtain the necessary permissions from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 in



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made by the Vendor and the Confirming Parties to the Purchaser as set out hereinabove and in a separate Declaration executed simultaneously with this Agreement.

5. The Vendor and the Confirming Parties do and each of them doth hereby authorize the Purchaser, immediately on the execution of this Agreement, to get the said lands surveyed, to get the boundaries of the said lands demarcated, to erect compound wall, to do fencing, to display sign boards and to appoint security guards for the protection and preservation of the said lands at his own costs.

6. The Vendor and the Confirming Parties shall within seven days from the execution of this Agreement, deliver or cause to be delivered or produced to the Purchaser's Attorneys all the title deeds and documents in their possession or control of or relating to or contrary to the said lands hereby agreed to be sold for the purpose of the investigation of the title thereto.

7. The Vendor and the Confirming Parties do and each of them doth hereby agree that the Purchaser shall be entitled to take any partner or partners for the development of the said lands or assign the benefits of this Agreement to any other person or persons and the Vendor and the Confirming Parties shall be deemed to have given their irrevocable and unconditional consent



their own costs obtain all necessary orders of the Court including necessary order for transfer of the interest of the minors (if any) and get in all outstanding estates and clear all defects in the title, encumbrances and claims on or to the said lands including all claims by way of sale, exchange, gift, trust, inheritance, possession, lease, lien, easement or otherwise and deduce the stipulated title to the said lands within one month on the execution of this Agreement. It is hereby specifically agreed by and between the parties hereto that the Purchaser shall make the payment under clause 1(c) hereinabove after the Vendor and the Confirming Parties make out a marketable title to the said lands as mentioned hereinabove.

9. The Purchaser shall at his own costs obtain N. A. permission, No Objection Certificate, IOD, Commencement Certificate, sub-division and/or layout or any other permissions and sanctions necessary for the development of the said lands except the permissions to be obtained by the Vendor as specifically expressed in this Agreement and shall be entitled to develop the said lands at his own costs in accordance with such permissions.

10. The Vendor and the Confirming Parties shall simultaneously with this Agreement, execute an irrevocable Power of Attorney in favour of the Purchaser to enable him to develop the said lands in accordance with the plans that may be sanctioned by the Competent



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Purchaser's Attorneys and/or should any objection or requisition whatsoever insisted on as to the title, conveyance, possession, receipt or any other matter appearing on the documents of title or this Agreement or connected with the sale which the Vendor and/or the Confirming Parties shall be unable to remove, satisfy or comply with on whatsoever grounds, then it will be at the option of the Purchaser to rescind this Agreement and in that event the Purchaser shall be entitled to receive back the part payments under clause 1 hereinabove and also all other monies paid by ~~the~~ him to the Vendor till then and also the costs, charges and expenses of the Agreement incurred by the Purchaser upto that date and all proceedings taken in pursuance thereof, including costs incurred in removing or curing any defects in the title or otherwise with interest thereon at the rate of 24% per annum.

12. Upon execution of this Agreement, the Purchaser shall be entitled to submit the plans, lay-out, subdivision, and get the same passed, to apply for and obtain permissions and sanctions for the development of the said lands, to develop the said lands, to commence, to carry on and complete construction on the said lands by himself or his nominee or nominees or any building contractor, or sub-contractors, agents, etc., to apply for and obtain ~~new~~ building Completion/ Occupation Certificate, to dispose off in his name or in the name of his nominee/s on the basis of Owner-



to enter into Agreement for that purpose and to form and get registered a Co-operative Society or any Association of the Purchasers/Acquirers of the said lands or any part thereof or the flats, shops, tenements, garages, parking spaces, etc., in the building that may be constructed on the said lands. All the costs, charges and expenses of submitting the building plans and getting the same duly sanctioned and all submissions of amended plans and getting the same sanctioned and of development of the said lands will be borne and paid by the Purchaser exclusively. The Purchaser shall keep indemnified the Vendor and the Confirming Parties against any breach or non-compliance or non-observance of the terms and conditions of the local authorities or the Competent Authority or any other public bodies or authorities as the case may be.

13. The Vendor and the Confirming Parties hereto shall be at their own costs and ~~own~~ expenses get the consent of all persons interested in the said lands hereby agreed to be sold and all such persons as may be required by law and shall get such documents executed by them as may be required by the Purchaser and approved by the Purchaser's Attorneys to clear the title of the said lands.

14. Upon the Vendor and the Confirming Parties and all other necessary parties producing their respective Certificates under Section 230-A of the Income-Tax Act, 1961 and executing Conveyance in

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be entitled to take Conveyance in favour of the Purchaser or his nominee/s and/or assign/s or Co-Operative Society or Association of Apartment Owners or Company or any other body corporate formed by the Purchaser of the unit purchasers or acquirers. In the event of the Purchaser not desiring to take such Conveyance for any purpose whatsoever, the Vendor and the Confirming Parties ~~shall~~ and all other necessary parties, shall <sup>payment</sup> upon/being made under clause 1(c) hereinabove, execute an irrevocable Power of Attorney in favour of the Purchaser or his nominee or nominees to execute such Conveyance. The said Conveyance shall however provide for a charge on the said lands for the balance consideration to be paid by the Purchaser to the Vendor under clause 1(f) hereinabove.

15. The said lands until delivery of the possession thereof to the Purchaser shall be at the risk of the Vendor and the Confirming Parties as to fire or any other accidents or acts of nature.

16. The Vendor and the Confirming Parties shall apply for, obtain and produce or caused to be produced to the Purchaser their respective Certificates under Section 230-A of the Income-Tax Act, 1961 in respect of the Conveyance to be executed of the said lands to enable the Conveyance to be registered by the Competent Authority before completion of sale.

17. The Vendor and the Confirming Parties shall pay



execution of the Conveyance or an irrevocable Power of Attorney in favour of the Purchaser or his nominee/s to execute such Conveyance, as the case may be, deliver or cause to be delivered to the Purchaser or his nominee or nominees or assign/s as the case may be, all muniments of title in the possession of the Vendor and the Confirming Parties exclusively relating to the said lands hereby agreed to be sold and shall enter into with the Purchaser usual covenants for safe custody, production and furnishing of copies or extracts or abstracts from such muniments of title as are common to the said lands hereby agreed to be sold and to any other property retained by the Vendor and/or the Confirming Parties or any of them.

10. If the sale is not completed due to any wilful default or delay on the part of the Vendor and/or the Confirming Parties, the Purchaser shall be entitled to require specific performance of this Agreement by the Vendor and the Confirming Parties and claim from the Vendor and the Confirming Parties all costs, charges, expenses and damages suffered by the Purchaser. In the event of any wilful default on the party of the Purchaser the Vendor shall be entitled to require specific Performance of this Agreement by the Purchaser and claim from the Purchaser all costs, charges and expenses and damages suffered by the Vendor, but the Vendor and/or the Confirming Parties shall not be entitled to rescind this Agreement.

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rity or under the Epidemic Diseases Act or the Land Acquisition Act or the Town Planning Act or the Road Defence of India Act or the Bombay Tenancy and Agricultural Lands Act or the Urban Land (Ceiling and Regulation) Act, 1976 or Maharashtra Agricultural Lands (Ceiling and Holding) Act or under any other legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said lands or any part thereof to their knowledge nor have they or any of them or any person on their behalf received the same or have been served upon with the same. The Vendor and the Confirming Parties do and each of them doth hereby further declare that there is at present no notice of requisition or acquisition or reservation or set-back issued or served upon with them by the Government or any local body or authority with respect to the said lands hereby agreed to be sold or any part thereof. The Vendor and the Confirming Parties do and each of them doth hereby further declare that the said lands or any part thereof is not reserved for any public purpose or specific purpose or otherwise in accordance with the development plans. It is specifically agreed that if before the completion of the sale of the said lands, any notice in respect of any such requisition or requisition or reservation or set-back or otherwise is issued, the Vendor and the Confirming Parties shall forthwith inform the Purchaser and the Purchaser shall have the option of rescinding this

cancel, terminate, modify or abrogate this Agreement, but will be bound to perform fully.

21. SAVE as herein otherwise all out of pocket expenses of and incidental to this Agreement and of the Conveyance and other Writings to be made in pursuance thereof including Stamp Duty and Registration fees, shall be borne and paid by the Vendor and the Purchaser in equal shares. The Parties shall bear and pay the professional fees and expenses of their respective Advocates/Solicitors.

IN WITNESS WHEREOF we have set and subscribed our respective hands hereunto and on a duplicate hereof the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces and parcels of vacant agricultural lands, bearing Survey No: 311 Hissa No: Part, admeasuring according to the records of rights an area of 38.35 gunthas, equivalent to 4,640 square yards, equivalent to 3,880 square metres or thereabouts Survey No: 312 Hissa No: Part, admeasuring according to the records of rights an area of 1 Acre and 36 gunthas, equivalent to 9,197 square yards, equivalent to 7,690 square metres or thereabouts, and Survey No: 313 Hissa NO: Part ~~313 Hissa~~ admeasuring according to the records of rights an area of 2 Acres, equivalent to 9,675 square yards, equivalent to 8,080 square metres or thereabouts, admeasuring in aggregate an area of 4 Acres and 34.35 gunthas

and in the Registration District and Sub-District  
of Bassein - Thane.

SIGNED SEALED AND DELIVERED

by the withinnamed Vendor

SHRI RAJESHCANDRA JATASHANKAR

JOSHI in the presence of.....

SIGNED SEALED AND DELIVERED

by the withinnamed Confirming

Parties:

(1) SMT. KAMLABAI SHANTARAM BHOIR

(2) SHRI PREMANAND SHANTARAM BHOIR

(3) SHRI YOGSECHANDRA SHANTARAM  
BHOIR

(4) KUM. VASUNDHARA SHANTARAM BHOIR

(5) MRS. VASANTIKA ASHISH BHATRE

(6) SMT. JAIMALA RAJPRAKASH BHOIR

(7) SHRI MAHESH RAJPRAKASH BHOIR  
in the presence of.....

SIGNED SEALED AND DELIVERED

by the withinnamed Vendor:

SHRI LAKESH KOUL

in the presence of.....

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*[Handwritten signature]*

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ration payable by the withinnamed Vendor)  
 Shri Ramachandran Jatachankar Joshi to )  
 us under the said Agreement for Sale )  
 dated 3rd February, 1988, before the )  
 execution of this Agreement by 6 separate)  
 cheques, all drawn on Bank of Baroda, )  
 Colaba Branch, Bombay, all dated )  
 April, 1988, in our favour separately as)  
 under:

| Cheque No: | Name of the Vendor                | Amount      |
|------------|-----------------------------------|-------------|
| 142121     | Smt. Kamlabai Shantaram Bhoir.    | Rs. 10,000) |
| 142122     | Shri Premchand Shantaram Bhoir.   | 10,000)     |
| 142123     | Shri Yogachandran Shantaram Bhoir | Rs. 10,000) |
| 142124     | Kum. Vasundhara Shantaram Bhoir   | Rs. 10,000) |
| 142125     | Mrs. Vasantika Ashish Bhatre      | Rs. 10,000) |
| 142126     | Smt. Jaimala Raj-Prakash Bhoir.   | Rs. 10,000) |

We acknowledge of having Received.

(1) *कमलाबाई शं. भोई*

(2) *प्रीत*

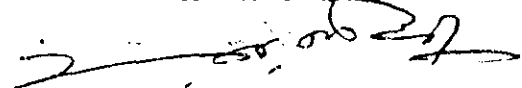
(3) *पुष्पा*

*Recd*

RECEIVED the day and year first hereinabove )  
 written of and from the withinnamed Purchaser Shri )  
 Lakesh Koul the sum of Rs. 37,000/- (Rupees Thirty ) Rs. 37,000/-  
 Seven thousand only) being the part payment towards )  
 the total consideration payable under clause 1(b) )  
 maximum of this Agreement for Sale, by him to me, )  
 out of which a sum of Rs. 1,000/- has been paid to )  
 me by cheque bearing No: 243257 dated 19-4-89 )  
 drawn on Bank of Baroda, Colaba, Bombay, drawn in )  
 my favour and a sum of Rs. 36,000/- paid by him to )  
 the withinnamed Confirming Parties on my behalf by )  
 6 separate cheques all dated 19<sup>th</sup> April, 1989 )  
 drawn on Bank of Baroda, Colaba, Bombay, as under:- )

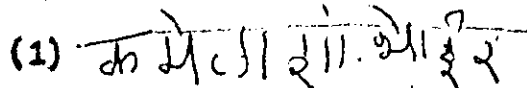
| <u>Cheque</u><br><u>No:</u> | <u>Name of the</u><br><u>Confirming Party</u> | <u>Amount</u> |
|-----------------------------|-----------------------------------------------|---------------|
| 243251                      | Smt. Kamlabai Shantaram Bhoir                 | Rs. 6000/-    |
| 243252                      | Shri Premchand Shantaram Bhoir                | Rs. 6000/-    |
| 243253                      | Shri Yogeshchandra Shantaram Bhoir            | Rs. 6000/-    |
| 243254                      | Kum. Vagundhara Shantaram Bhoir               | Rs. 6000/-    |
| 243255                      | Smt. Vasantika Ashish Mhatre                  | Rs. 6000/-    |
| 243256                      | Smt. Jaimala Rajprakash Bhoir                 | Rs. 6000/-    |

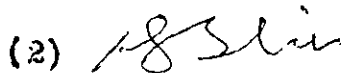
I SAY RECEIVED

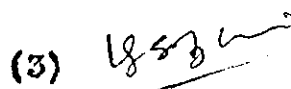


( VENDOR )

We acknowledge of having Received.

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(3) 

RECEIVED of and from the withinnamed )  
Purchaser Shri Lakesh Koul, the sum of )  
Rs. 60,000/- (Rupees Sixty thousand only ) Rs. 60,000/-  
being the part payment towards the total )  
consideration, under clause 1(a) herein- )  
above, which amount has been paid to the )  
withinnamed Confirming Parties, directly on )  
my behalf and with my consent, by 6 (six) )  
separate cheques, for which the Confirming )  
Parties have executed the Receipt, and I )  
confirm the said payment of Rs. 60,000/- )  
as part payment towards the total conside- )  
ration payable by the withinnamed Purchaser )  
to me under this Agreement.....)

I SAY RECEIVED

( VENDOR )

Identified by me, interpreted )  
and explained by me to the )  
Confirming Parties herein the )  
contents of this Agreement for )  
Sale in Marathi. )

Advocate, High Court.

**J. P. SINGH**  
ADVOCATE

SD/ Lakesh Koul.

### की घेसली ती—

|                  |         |
|------------------|---------|
| मोंदणी पत्ते     | ५०००-०० |
| कोटो पाने ( ३२ ) | ६४-००   |
| बादी फी          |         |
| उपग्रह फी        | ११-००   |

बहुल र. ~~400~~ 4064-0

सधा वि. अ. जोशी.  
दुय्यम निबंधक, वसई.

देणार

रमेशचंद्र जयशंकर जोशी.

सञ्ज्ञान, व्यापार, राजकोट.

मा देणा

- ① कमलाबाई शांताराम भोईर. सज्जान.
- ② प्रेमानंद शांताराम भोईर. सज्जान.
- ③ योगेशचंद्र शांताराम भोईर. सज्जान.

प्रत्यक्ष कर्म विद्या

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प्रत्यक्ष कर्म विद्या

.....

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प्रत्यक्ष कर्म विद्या

सर्धा २ ज. जोशी लि देणार

- ② જા) P. S. Bhojre





जोशी.  
वसुदेव.

⑧ वसुंधरा शांताराम भोईर.

④ वासंतीका अशिष मध्ये.

⑤ जयमाला राजप्रकारा भोईर

⑥ महेश राजप्रकाश बोर्डर.

सर्व सद्गान.

बेणार

श्री लक्ष्मण कौल सज्जान,

व्यापार मुंबई.

संस्कृत-संस्कृत-संस्कृत

कथय. वा

निर्देशक      कला      दिग्दर्शक

**SECRET** **NOFORN**

② SD/ V. S. Bhoire.

④ सर्वा सो वा भा भवे.

⑥ सधा ज. श. भोईर

⑥ सभी मरा भोई मावता

⑨ ————— ~~निराश~~ ~~फेड़~~

50/ Lakesh koul लक्ष्मी देणार

जे पी सींग

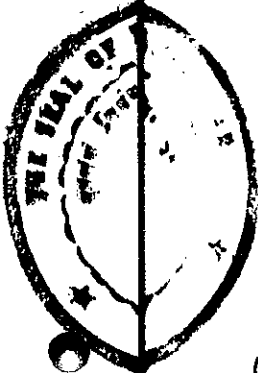
वकील कसई.

वर्षाक पुष्पक निबंधकालि मासी  
वसुधैव कुटुम्बकम् इत्येतन्मते निश्चयेन करतात की, वे  
इत्यादि कलन इत्यादि कलन इत्यादि  
इत्यादि व्यक्तिः इत्यादि इत्यादि  
इत्यादि इत्यादि

SD/ J. P. Singh.

— ता १६/४/८६.

सद्यः वि-म जोशी.  
दुय्यम निबंधक, वसई



१. मकल अर्ग आला तारीख :- १२-५-९९  
 २. मकल तयार झाली तारीख :- १२-५-९९  
 ३. मकल अर्गवाचने नांव :- चाकिरी कोठ  
 ४. मकल विला तारीख :- १२-५-९९

॥ वाचं धेनुमुपासीत ॥  
 श्री वाचदेवी  
 श्री सुप्रसाद भोग्ये



\*\*\*\*\*  
DATED THIS 19<sup>th</sup> DAY OF APRIL, 1989  
\*\*\*\*\*

BETWEEN

SHRI RAMESHCHANDRA JATASHANKAR J

..Vendor

-AND-

SMT. KAMLABAI SHANTARAM BHOIR & C

...Confirming To

-AND-

SHRI LAKESH KOUL

..Vendor

AGREEMENT FOR SALE

10Rs.



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THIS ARTICLES OF AGREEMENT made at Bombay

this 14th day of April One Thousand Nine Hundred and Eighty Nine BETWEEN SHRI RAMESHCHANDRA JATASHANKAR JOSHI of Rajkot Indian Inhabitant, hereinafter called "the Vendor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part AND (1) SMT. KAMLABAI SHANTARAM BHOIR, (2) SHRI PREMANAND SHANTARAM BHOIR, (3) SHRI YOGESHCHANDRA SHANTARAM BHOIR, (4) KUM. VASUNDHARA SHANTARAM BHOIR, (5) SMT. VASANTIKA ASHISH MHATRE, (6) SMT. JAIMALA RAJPRAKASH BHOIR and (7) SHRI MAHESH RAJPRAKASH BHOIR, all of Indian Inhabitants, hereinafter collectively called "the

after called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Third Part.

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W H E R E A S:

1. The Vendors and the Confirming parties have represented to the Purchaser as under:-
  - (a) That One Shri Shantaram Bajaram Bhoir (since deceased) was the Owner of and was absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural lands bearing

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- (b) That the said Shantaram Rajaram Bhoir died on or about 14th September, 1951, leaving behind him, his widow (i) Smt. Kamlabai Shantaram Bhoir, and his children (ii) Shri Premanand Shantaram Bhoir, (iii) Shri Yogeshchandra Shantaram Bhoir, (iv) Kum. Vasundhara Shantaram Bhoir, (v) Smt. Vacantika Ashish Mhatre and (vi) Shri Rajprakash Shantaram Bhoir as his only heirs and legal representatives, according to the Law of Succession as applicable to him at the time of his death.
- (c) The said Shri Rajprakash Shantaram Bhoir also expired on or about 25th March, 1956, leaving behind him, his widow Smt. Jaimala Rajprakash Bhoir and his son Shri Mahesh Rajprakash Bhoir, as his only heirs and legal representatives as applicable to him at the time of his death.
- (d) The Confirming Parties herein are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural lands bearing Survey No: 311 Hissa No: Part, Survey No: 312 Hissa No: Part, and Survey No: 312 Hissa No: Part, all situated, lying and being at Village Rajawali, Taluka Vasaim, District Thane, more particularly described in the schedule hereunder written.

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the Confirming Parties herein have agreed to sell their respective plots of lands therein mentioned bearing Survey No: 3-11 Hissa No: Part, Survey No: 312 Hissa No: Part and Survey No: 313 Hissa No: Part, and the Vendor herein as the Purchaser thereto has agreed to purchase from the Confirming Parties therein all those pieces and parcels of lands bearing Survey No: 311 Hissa No: Part, Survey No: 312 Hissa No: Part and Survey No: 313 Hissa No: Part, all situated at Village Rajawali, Taluka Vasai, District Thane, more particularly described in the schedule hereunder written, for the consideration and on the terms and conditions therein contained.

2. By an Agreement for Sale dated 9th August, 1988 entered into between the Vendor and the Purchaser hereto, the Vendor in his turn has agreed to sell and assign the benefits of the hereinbefore recited Agreement for Sale dated 3rd February, 1988 in favour of the Purchaser and the Purchaser has agreed to purchase from the Vendor, all those 61 plots of lands, situated at Village Rajawali, Taluka Vasai, District Thane, bearing the respective Survey Numbers and Hissa Numbers, more particularly mentioned and described in the schedule thereunder written, which include the said lands bearing Survey No: 311 Hissa No: Part,

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3. By virtue of clause 5(e) of the said Agreement for Sale dated 9th August, 1988, the Vendor has agreed and undertaken to obtain the Confirmation and unconditional consent of all the Owners of the said 61 plots of lands, more particularly described in the schedule thereunder written, and the names of whom are mentioned in the annexure thereto annexed, for sale of the said lands in favour of the Purchaser herein and for that purpose agreed to cause the Owners to execute a separate Deed of Confirmation or any Writing as may be required by the Purchaser, by which the Owners would confirm the sale in favour of the Purchaser.

4. It is mutually agreed between the parties hereto to execute a separate Agreement for Sale with each of the Owners of lands more particularly described in the schedule written under the said Agreement for Sale dated 9th August, 1988, whereby the Vendor, will in accordance with the said Agreement for Sale dated 9th August, 1988 agreed to sell and the respective Owners will confirm to sell their respective plots of lands to the Purchaser and the Purchaser will agree to purchase the said plots of lands for the same consideration, proportionate to the area of the said lands and on the same terms and conditions as set out in the said Agreement for Sale dated

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Confirming Parties do and each of them hereby confirm to sell and the Purchaser hereby agrees to purchase the said lands, more particularly described in the schedule hereunder written, for the consideration and on the terms and conditions hereinafter appearing, being the same consideration, proportionate to the area of the said lands, and on the same terms and conditions as contained in the said Agreement for Sale dated 9th August, 1988, except to the extent expressly varied by this Agreement.

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

1. The Vendor doth hereby agree to assign the benefits of the hereinbefore recited Agreement for Sale dated 3rd February, 1988 and in his turn to sell to the Purchaser and the Purchaser doth hereby agree to purchase from the Vendor, all and singular the vacant agricultural lands, bearing Survey No: 311 Hissa No: Part, admeasuring according to the records of rights an area of 38,35 Gunthas, equivalent to 4,640 square yards equivalent to 3,880 square metres or thereabouts, Survey No: 312 Hissa No: Part, admeasuring according to the records of rights an area of 1 Acre and 36 gunthas, equivalent to 9,197 square yards, equivalent to 7,690 square metres or thereabouts and Survey No: 313 Hissa No: Part, admeasuring according to the records of rights an area of 2 Acres equivalent to 9,675 square yards,

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Particularly described in the schedule hereunder written and delineated on the plan hereto annexed by a Red coloured boundary line (hereinafter referred to as "the said lands"), for the consideration of Rs.55/- per square yard, (Rupees Fifty five only), aggregating to Rs. 12,93,160/- (Rupees Twelve lacs Ninety Three thousand One Hundred and Sixty only) to be paid by the Purchaser to the Vendor in the following manner:-

(a) Rs. 60,000/- (Rupees Sixty thousand only) being the part payment towards the total consideration paid by the Purchaser to the Confirming Parties directly, before the execution of this Agreement, on behalf of the Vendor towards the consideration payable by the Vendor to the Confirming Parties under the said Agreement for Sale dated 3rd February, 1988, entered into between the Confirming Parties as the Vendors thereto and the Vendor herein as the Purchaser thereto, out of the consideration payable by the Purchaser to the Vendor under this Agreement for Sale (the payment and receipt hereof the Vendor and the Confirming Parties do and each of them doth hereby admit and acknowledge.)

(b) Rs. 37,000/- (Rupees Thirty Seven thousand only) to be paid by the Purchaser to the Vendor as part payment towards the total consideration or or before the execution of this Agreement (the payment and receipt whereof, the Vendor

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any other local body or authority.

- (d) 5% of the total consideration shall be paid by the Purchaser to the Vendor on the plan being passed and approved and Commencement certificate to that effect being issued by the Panchayat or the relevant authority in favour of the Purchaser for the development of said lands.
- (e) 10% of the total consideration to be paid within six months of the payment under clause 1(d) hereinaabove and on the execution of Conveyance of the said lands by the Vendor and the Confirming Parties in favour of the Vendor or his nominee or nominees or assign/s, in such case may be, and on the Vendor and the Confirming Parties obtaining their respective Certificates under Section 280-A of the Income Tax Act, 1961, as provided in clause 16 hereinaabove appearing. The said Conveyance shall not provide for a charge on the said lands for the balance consideration to be paid under clause 1(f) hereinaafter appearing.
- (f) The balance consideration left, after deducting the amounts paid by the Purchaser to the Vendor under clause 1(a) to 1(e) hereinaabove for the total consideration, shall be paid by the Purchaser to the Vendor, within a period

recited Agreement for Sale dated 3rd February, 1988 in favour of the Purchaser and agree to execute all the documents as may be necessary for the said purpose including Power of Attorney, Conveyance and any other writing as may be required by the Purchaser.

It is hereby agreed by and between the parties hereto that the Purchaser shall at his option be entitled to make payments of the balance amount due and payable by the Vendor to the Confirming Parties under the heretofore recited Agreement for Sale dated 3rd February, 1988, to the Confirming Parties directly on behalf of the Vendor, out of the consideration payable under clause 1(a) to 1(f) hereinabove and the same shall be deemed to be the payment by the Purchaser to the Vendor and on the receipt whereof by the Confirming Parties, the liabilities of the Purchaser towards the Vendor and the Vendor towards the Confirming Parties shall to the extent of the said amounts stand fully satisfied and the Vendor and the Purchaser shall accordingly stand discharged upto the said amounts.

The Vendor and the Confirming Parties do and each of them doth hereby agree, declare and confirm as under:-

- 3) That one Shri Shantaram Rajaram Bhoir (Since deceased) was the Owner of and was absolutely seized and possessed of or otherwise well and sufficiently entitled to the said lands, more particularly described in the schedule hereunder

(c) By an Agreement for Sale dated 3rd February, 1988 made between the Confirming Parties herein along- with several other Owners of different plots of lands, as the Vendors thereto, and the Vendor herein as the Purchaser thereto, the Confirming Parties herein have agreed to sell their respective plots of lands therein mentioned, being the said lands more particularly described in the schedule hereunder written and the Vendor herein as the Purchaser thereto has agreed to purchase from the Confirming Parties the said lands, & more parti-

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in any manner, whatsoever, in the said lands. If any claims are received from any person, whenever, the same shall be removed and/or satisfied by the Vendor and the Confirming Parties at their own costs, to the satisfaction of the Purchaser.

- (b) That the heretofore recited Agreement for Sale dated 3rd February, 1988 made between the Confirming Parties herein as the Vendors thereto and the Vendor herein as the Purchaser thereto, is valid, subsisting and binding between the Vendor and the Confirming Parties. That the said Agreement has not been revoked, cancelled, rescinded, modified, or abrogated by the Vendor and/or the Confirming Parties and that the same has not been challenged or assailed by any other parties having any interest or claim in respect of the said lands. The Vendor and the Confirming Parties do and each of them doth hereby further agree, declare and undertake that they or any of them shall not revoke, cancel, rescind, modify or abrogate the said Agreement for Sale dated 3rd February, 1988, so as to prejudice and/or jeopardise the rights of the Purchaser in any manner, whatsoever, and in the event of any such act done or omitted to be done, the same shall be deemed to be void against the Purchaser.

- (1) The Vendor and the Confirming Parties do and each of them doth hereby further declare that they or any of them have not taken any loan, by way of

tions, set-back, rights of tenants or outstanding interest or claim by any parties in respect of the said lands nor the said lands or any part thereof are the subject matter of any pending litigation or attachment, either before or after judgement.

- (k) The said lands are fully and absolutely vested in the Confirming Parties and the same are not a joint family property.
- (l) There is lawful, free, continuous and uninterrupted access to the said lands for ingress, egress and regress with or without vehicles.
- (m) The Vendor and/or the Confirming Parties or any or them did not hold nor are they or any of them now holding any agricultural lands in excess of the ceiling area prescribed by the Maharashtra Government Agricultural Lands (Ceiling and Holding) Act, 1965.
- (n) The said lands have not been declared as 'Salt Pan Area' by any Government or any local body or authority.
- (o) There are no tenants (protected, permanent or otherwise) or trespassers on the said lands and the said lands are vacant and free from any trespass.

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to the said lands or any part thereof and that no right has become effective by prescription or otherwise howsoever and the Owners or the occupiers of the adjoining lands or tenants or the public at large do not use or have lawful access to any part of the said lands for passing and/or repassing between any point within the said lands.

- (q) The said lands or any part thereof are not included in any intended or published scheme of improvement or development of the Rajawadi Gram-Panchayat or the Government (Central or State) or any other public body or authority.
- (r) No Notice of Requisition or Acquisition, written or verbal, is issued by the Gram-Panchayat, Municipal Corporation, Government of Maharashtra, Government of India, UID Authority or any other authority or local body whatsoever in respect of the said lands or any part thereof. If before the completion of the sale of the said lands, any Notice in respect of any requisition or acquisition issued or is about to be issued, the Vendor and the Confirming Parties shall inform the Purchaser forthwith and the Purchaser shall have the option to rescind this Agreement.
- (s) There is no notice of any reservation or set-back of the said lands or any part thereof and if before completion of the sale any





made by the Vendor and the Confirming Parties to the Purchaser as set out hereinabove and in a separate Declaration executed simultaneously with this Agreement.

5. The Vendor and the Confirming Parties do and each of them doth hereby authorize the Purchaser, immediately on the execution of this Agreement, to get the said lands surveyed, to get the boundaries of the said lands demarcated, to erect compound wall, to do fencing, to display sign boards and to appoint security guards for the protection and preservation of the said lands at his own costs.

6. The Vendor and the Confirming Parties shall within seven days from the execution of this Agreement, deliver or cause to be delivered or produced to the Purchaser's Attorneys all the title deeds and documents in their possession or control of or relating to or contrary to the said lands hereby agreed to be sold for the purpose of the investigation of the title thereto.

7. The Vendor and the Confirming Parties do and each of them doth hereby agree that the Purchaser shall be entitled to take any partner or partners for the development of the said lands or assign the benefits of this Agreement to any other person or persons and the Vendor and the Confirming Parties shall be deemed to have given their irrevocable and unconditional consent to the same and shall execute such papers as any

their own costs obtain all necessary orders of the Court including necessary order for transfer of the interest of the minors (if any) and get in all outstanding estates and clear all defects in the title, encumbrances and claims on or to the said lands including all claims by way of sale, exchange, gift, trust, inheritance, possession, lease, lien, easement or otherwise and deduce the stipulated title to the said lands within one month on the execution of this Agreement. It is hereby specifically agreed by and between the parties hereto that the Purchaser shall make the Payment under clause 1(c) hereinabove after the Vendor and the Confirming Parties make out a marketable title to the said lands as mentioned hereinabove.

9. The Purchaser shall at his own costs obtain N. A. permission, No Objection Certificate, IOD, Commencement Certificate, sub-division and/or layout or any other permissions and sanctions necessary for the development of the said lands except the permissions to be obtained by the Vendor as specifically expressed in this Agreement and shall be entitled to develop the said lands at his own costs in accordance with such permissions.

10. The Vendor and the Confirming Parties shall simultaneously with this Agreement, execute an irrevocable Power of Attorney in favour of the Purchaser to enable him to develop the said lands in accordance with the plans that may be sanctioned by the Competent

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Purchaser's Attorneys and/or should any objection or requisition whatsoever insisted on as to the title, conveyance, possession, receipt or any other matter appearing on the documents of title or this Agreement or connected with the sale which the Vendor and/or the Confirming Parties shall be unable to remove, satisfy or comply with on whatsoever grounds, then it will be at the option of the Purchaser to rescind this Agreement and in that event the Purchaser shall be entitled to receive back the part payments under clause 1 hereinabove and also all other monies paid by ~~the~~ him to the Vendor till then as also the costs, charges and expenses of the Agreement incurred by the Purchaser upto that date and all proceedings taken in pursuance thereof, including costs incurred in removing or curing any defects in the title or otherwise with interest thereon at the rate of 24% per annum.

12. Upon execution of this Agreement, the Purchaser shall be entitled to submit the plans, lay-out, subdivision, and get the same passed, to apply for and obtain permissions and sanctions for the development of the said lands, to develop the said lands, to commence, to carry on and complete construction on the said lands by himself or his nominee or nominees or any building contractor, or sub-contractors, agents, etc., to apply for and obtain ~~has~~ building Completion/ Occupation Certificate, to dispose off in his name or in the name of his nominee/s on the basis of Ownership, rental or otherwise, whole or any part of the said

to enter into Agreement for that purpose and to form and get registered a Co-operative Society or any Association of the Purchasers/Acquirers of the said lands or any part thereof or the flats, shops, tenements, garages, parking spaces, etc., in the building that may be constructed on the said lands. All the costs, charges and expenses of submitting the building plans and getting the same duly sanctioned and all submissions of amended plans and getting the same sanctioned and of development of the said lands will be borne and paid by the Purchaser exclusively. The Purchaser shall keep indemnified the Vendor and the Confirming Parties against any breach or non-compliance or non-observance of the terms and conditions of the local authorities or the Competent Authority or any other public bodies or authorities as the case may be.

13. The Vendor and the Confirming Parties hereto shall ~~be~~ at their own costs and ~~own~~ expenses get the consent of all persons interested in the said lands hereby agreed to be sold and all such persons as may be required by law and shall get such documents executed by them as may be required by the Purchaser and approved by the Purchaser's Attorneys to clear the title of the said lands.

14. Upon the Vendor and the Confirming Parties and all other necessary parties producing their respective Certificates under Section 230-A of the

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be entitled to take Conveyance in favour of the Purchaser or his nominee/s and/or assign/s or Co-Operative Society or Association of Apartment Owners or Company or any other body corporate formed by the Purchaser of the 3 unit purchasers or acquirers. In the event of the Purchaser not desiring to take such Conveyance for any purpose whatsoever, the Vendor and the Confirming Parties ~~shall~~ and all other necessary parties, shall <sup>payment</sup> ~~be~~ upon/being made under clause 1(c) hereinabove, execute an irrevocable Power of Attorney in favour of the Purchaser or his nominee or nominees to execute such Conveyance. The said Conveyance shall however provide for a charge on the said lands for the balance consideration to be paid by the Purchaser to the Vendor under clause 1(f) hereinabove.

15. The said lands until delivery of the possession thereof to the Purchaser shall be at the risk of the Vendor and the Confirming Parties as to fire or any other accidents or acts of nature.

16. The Vendor and the Confirming Parties shall apply for, obtain and produce or caused to be produced to the Purchaser their respective Certificates under Section 230-A of the Income-Tax Act, 1961 in respect of the Conveyance to be executed of the said lands to enable the Conveyance to be registered by the Competent Authority before completion of sale.

17. The Vendor and the Confirming Parties shall pay all the outgoings, including assessments, ground rent,

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execution of the Conveyance or an irrevocable Power of Attorney in favour of the Purchaser or his nominee/s to execute such Conveyance, as the case may be, deliver or cause to be delivered to the Purchaser or his nominee or nominees or assign/s as the case may be, all muniments of title in the possession of the Vendor and the Confirming Parties exclusively relating to the said lands hereby agreed to be sold and shall enter into with the Purchaser usual covenants for safe custody, production and furnishing of copies or extracts or abstracts from such muniments of title as are common to the said lands hereby agreed to be sold and to any other property retained by the Vendor and/or the Confirming Parties or any of them.

19. If the sale is not completed due to any wilful default or delay on the part of the Vendor and/or the Confirming Parties, the Purchaser shall be entitled to require specific performance of this Agreement by the Vendor and the Confirming Parties and claim from the Vendor and the Confirming Parties all costs, charges, expenses and damages suffered by the Purchaser. In the event of any wilful default on the part of the Purchaser the Vendor shall be entitled to require specific performance of this Agreement by the Purchaser and claim from the Purchaser all costs, charges and expenses and damages suffered by the Vendor, but the Vendor and/or the Confirming Parties shall not be entitled to rescind this Agreement.

rity or under the Epidemic Diseases Act or the Land  
Acquisition Act or the Town Planning Act or the Land  
Defence of India Act or the Bombay Tenancy and Agri-  
cultural Lands Act or the Urban Land (Ceiling and  
Regulation) Act, 1976 or Maharashtra Agricultural  
Lands (Ceiling and Holding) Act or under any other  
legislative enactments, Government Ordinance or Order  
or Notification is issued in respect of the said lands or  
or any part thereof to their knowledge nor have they  
or any of them or any person on their behalf received  
the same or have been served upon with the same. The  
Vendor and the Confirming Parties do and each of them  
doth hereby further declare that there is at present  
no notice of requisition or acquisition or reser-  
vation or set-back issued or served upon with them  
by the Government or any local body or authority with  
respect to the said lands hereby agreed to be sold or  
any part thereof. The Vendor and the Confirming Parties  
do and each of them doth hereby further declare that  
the said lands or any part thereof is not reserved for  
any public purpose or specific purpose or otherwise  
in accordance with the development plans. It is speci-  
fically agreed that if before the completion of the  
sale of the said lands, any notice in respect of any  
such requisition or acquisition or reservation or set-  
back or otherwise is issued, the Vendor and the Confir-  
ming Parties shall forthwith inform the Purchaser and  
the Purchaser shall have the option of rescinding this  
Agreement, in which event the Vendor shall forthwith

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cancel, terminate, modify or abrogate this Agreement, but will be bound to perform fully.

21. SAVE as herein otherwise all out of pocket expenses of and incidental to this Agreement and of the Conveyance and other Writings to be made in pursuance thereof including Stamp Duty and Registration fees, shall be borne and paid by the Vendor and the Purchaser in equal shares. The Parties shall bear and pay the professional fees and expenses of their respective Advocates/Solicitors.

IN WITNESS WHEREOF we have set and subscribed our respective hands herunto and on a duplicate hereof the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces and parcels of vacant agricultural lands, bearing Survey No: 311 Hissa No: Part, admeasuring according to the records of rights an area of 38.35 guntas, equivalent to 4,640 square yards, equivalent to 3,880 square metres or thereabouts Survey No: 312 Hissa No: Part, admeasuring according to the records of rights an area of 1 Acre and 36 guntas, equivalent to 9,197 square yards, equivalent to 7,699 square metres or thereabouts, and Survey No: 313 Hissa No: Part 313 Hissa No: Part admeasuring according to the records of rights an area of 2 Acres, equivalent to 9,675 square yards, equivalent to 8,080 square metres or thereabouts, admeasuring in aggregate an

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and in the Registration District and Sub-District  
of Bassein - Thane.

SIGNED SEALED AND DELIVERED )

by the withinnamed Vendor )

SHRI RAMESHCHANDRA JATASHANKAR )

JOSHI in the presence of..... )

SIGNED SEALED AND DELIVERED )

by the withinnamed Confirming )

Parties: )

(1) SMT. KAMLABAI SHANTARAM BHOIR )

(2) SHRI PREMANAND SHANTARAM BHOIR )

(3) SHRI YOUNESHOCHANDRA SHANTARAM )

BHOIR )

(4) KUM. VASUNEHARA SHANTARAM BHOIR )

(5) MRS. VASANTIKA ASHISH BHARTI )

(6) SMT. JALMALA RAJPRAKASH BHOIR )

(7) SHRI MAHESH RAJPRAKASH BHOIR )

in the presence of..... )

SIGNED SEALED AND DELIVERED )

by the withinnamed Vendor: )

SHRI LAKESH KOUL )

in the presence of..... )

ration payable by the withinnamed Vendor)  
Shri Ramachandradev Jatachashkar Joshi to )  
us under the said Agreement for Sale )  
dated 3rd February, 1988, before the )  
execution of this Agreement by 6 separate )  
cheques, all drawn on Bank of Baroda, )  
Colaba Branch, Bombay, all dated )  
April, 1989, in our favour separately as)  
under:

| <u>Cheque No:</u> | <u>Name of the Vendor</u>          | <u>Amount</u> |
|-------------------|------------------------------------|---------------|
| 142121            | Smt. Kamlabai Shantaram Bhoir.     | Rs. 10,000)   |
| 142122            | Shri Premnand Shantaram Bhoir.     | 10,000)       |
| 142123            | Shri Yogeshchandra Shantaram Bhoir | Rs. 10,000)   |
| 142124            | Kum. Vasundhara Shantaram Bhoir    | Rs. 10,000)   |
| 142124            | Mrs. Vasantika Ashish Bhatre       | Rs. 10,000)   |
| 142125            | Smt. Jaimala Raj-Prakash Bhoir.    | Rs. 10,000)   |

We acknowledge of having Received.

(1) कमलाबाई शं. भोई

(2) प्रेमनाथ शं. भोई

(3) योगेशचंद शं. भोई

RECEIVED the day and year first hereinabove )  
written of and from the withinnamed Purchaser Shri )  
Laksh Koul the sum of Rs. 37,000/- (Rupees Thirty ) Rs. 37,000/-  
Seven thousand only) being the part payment towards )  
the total consideration payable under clause 1(b) )  
herein of this Agreement for Sale, by him to me, )  
out of which a sum of Rs. 1,000/- has been paid to )  
me by cheque bearing No: 243257 dated 19-4-89 )  
drawn on Bank of Baroda, Colaba, Bombay, drawn in )  
my favour and a sum of Rs. 36,000/- paid by him to )  
the withinnamed Confirming Parties on my behalf by )  
6 separate cheques all dated 19<sup>th</sup> April, 1989 )  
drawn on Bank of Baroda, Colaba, Bombay, as under:- )

| <u>Cheque</u><br><u>No:</u> | <u>Name of the</u><br><u>Confirming Party</u> | <u>Amount</u> |
|-----------------------------|-----------------------------------------------|---------------|
| 243251                      | Smt. Kamlabai Shantaram Bhoir                 | Rs. 6000/-    |
| 243252                      | Shri Pramadand Shantaram Bhoir                | Rs. 6000/-    |
| 243253                      | Shri Yogeshchandra Shantaram Bhoir            | Rs. 6000/-    |
| 243254                      | Kum. Vasundhara Shantaram Bhoir               | Rs. 6000/-    |
| 243255                      | Smt. Vasantika Ashish Mhatre                  | Rs. 6000/-    |
| 243256                      | Smt. Jaimala Rajprekash Bhoir                 | Rs. 6000/-    |

I SAY RECEIVED

( VENDOR )

We acknowledge of having Received.

(1) *Shri Laksh Koul*

(2) *Shri Pramadand Shantaram Bhoir*

(3) *Shri Yogeshchandra Shantaram Bhoir*

RECEIVED of and from the withinamed )  
Purchaser Shri Lakesh Koul, the sum of )  
Rs. 60,000/- (Rupees Sixty thousand only ) Rs. 60,000/-  
being the part payment towards the total )  
consideration, under clause 1(a) herein- )  
above, which amount has been paid to the )  
withinamed Confirming Parties, directly on )  
my behalf and with my consent, by 6 (six) )  
seperate cheques, for which the Confirming )  
Parties have executed the Receipt, and I )  
confirm the said payment of Rs. 60,000/- )  
as part payment towards the total conside- )  
ration payable by the withinamed Purchaser )  
to me under this Agreement.....)

I SAY RECEIVED

( VENDOR )

Identified by me, interpreted )  
and explained by me to the )  
Confirming Parties herein the )  
contents of this Agreement for )  
Sale in Marathi. )

  
Advocate, High Court.

J. P. SINGH  
ADVOCATE