

24

31/05

(5)

AGREEMENT FOR SALE
Date - 29.12.1989.
(XEROX)

BABIBAI R. BHOIR & OTHERS. - VENDERS
TO
LAKESH KAOL - PURCHASER.

220 - 242

Pages - "23"

क्र. ५९९९

25/5/21

~~साठ करोड़ २७~~ ६, ९, ५५।-

लाकडा काज

Y000 W

9. 12

9:20

92. n

9: 20

4605

कन्दम ३० अंश

इनकी (मागील पानावरील) बाब अ

1325 90/-

50157

संस्कृत

मार्ग, तयार पाडेल व संपत्तीचा वारसा, नुकसानी जास्त
वा कायामातून रक्कम जास्त.

१८/११/२०१८

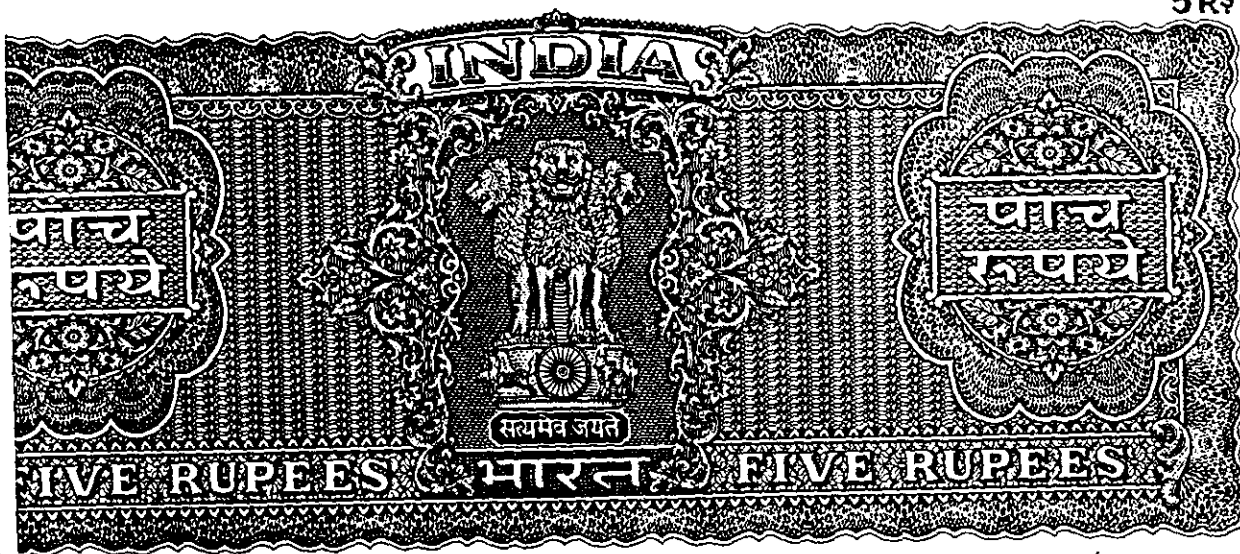
दम्तावेज खाली नसत दिवसेल्हा व्यवहारीच्या

प्राये लोदणीकृत डाकवे **मुख्य, निवेद्यक, वसई**
हवाली कराया

भा.दरकर्ता

9

5RS



R

THIS ARTICLES OF AGREEMENT made at Bombay
 this 29th day of December, One Thousand Nine Hundred
 Eighty-Nine BETWEEN (1) SMT. BABIBAI RAMA BHOIR
 (2) SHRI NARHARI RAMA BHOIR and (3) SHRI KANTILAL RAMA
 BHOIR, all of Indian Inhabitant, hereinafter collectively
 called "the vendors" (which expression shall unless it
 be repugnant to the context or meaning thereof be deemed
 to mean and include their respective heirs, executors
 and administrators) of the One Part AND SHRI LAKESH KOIL,
 of Bombay Indian Inhabitant, hereinafter 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 Other Part.

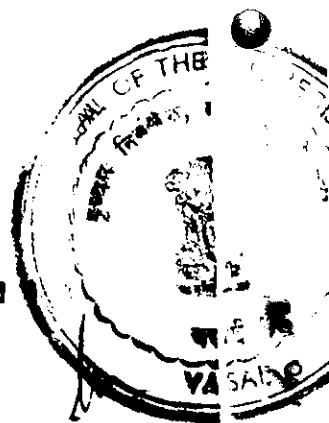
239



- 2 -

WHEREAS:

1. The vendors have represented to the Purchaser as under :-
 - a) That one Shri Rama Thoku Bhoir (since deceased (hereinafter referred to as "the said Rama") was the Owner of all those pieces and parcels of vacant, agricultural land bearing Survey No.316, Hissa No.4, situated, at Village - Rajawali, Taluka Vasai, District Thane, more particularly described in the schedule hereunder written.
 - b) The said Rama died on or about 29th December, 1986, leaving behind him the Vendor No,1 herein, being his widow and Vendor Nos.2 and 3, being his sons, as his only heirs and legal representatives according to the law of succession as



कोलीसाल रा.भोई

ज१४८

ज१४८



जरहरी रा. जोशी

कांली साह रा. जोशी

- 3 -

applicable to him at the time of his death.

The vendors herein are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural land bearing survey No. 316, Hissa No. 4, situated at Village Rajawali, Taluka Vasai, District Thane, more particularly described in the schedule hereunder written.

3.

The Vendors have agreed to sell the above-mentioned lands to the purchaser and the purchaser has agreed to purchase from the Vendors

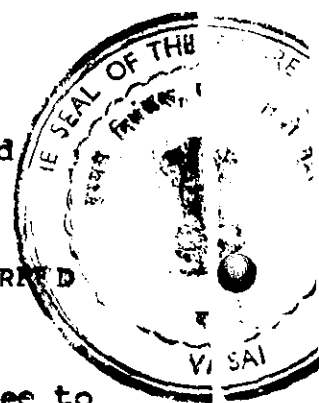
234

- 4 -

for the consideration and on the terms and conditions hereinafter appearing.

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

1. The Vendors do and each of them doth hereby agree to sell to the Purchaser and the Purchaser doth hereby agree to purchase from the Vendors all and singular the vacant agricultural land bearing Survey No. 316, Hissa No. 4, admeasuring according to the records of rights an area of 2 Acres and 24 gunthas equivalent to 12,581 square yards, equivalent to 10,520 square metres or thereabouts, situated at Village Rajawali, Taluka Vasai, District Thane, within the limits of Rajawali Gram-Panchayat, and more particularly described in the schedule hereunder - written (hereinafter referred to as "the said land"), for the consideration of Rs. 55/- (Rupees fifty five only) per square yard aggregating to Rs. 6,91,955/- (Rupees Six lacs Ninetyone thousand and Nine hundred fifty five only), to be paid by the Purchaser to the Vendors in the following manner:-



माली १३३ २० अक्टूबर
जयदेवी वा. कर्तार

- 5 -

- a) Rs.45,000/- (Rupees Forty five thousand only)
to be paid by the Purchaser to the Vendors as part payment towards the total consideration on or before the execution of this Agreement (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge) and on the Vendors simultaneously with the execution of this agreement, complying with the following:-

i) Executing an irrevocable general Power of Attorney in favour of the Purchaser to enable the purchaser to develop the said land.

ii) Making a declaration setting out the statements, declarations made by them in clause 2 of this Agreement.

iii) Permitting the purchaser unconditionally to enter upon the said land and to do all acts, deeds, matters and things necessary for the development of the said land, as their Licensees, until the said land is fully developed.

b) Rs.1,01,000/- (Rupees one lac one thousand only)
to be paid by the purchaser to the Vendors within a period of six months of payment under clause 1(a) hereinabove.

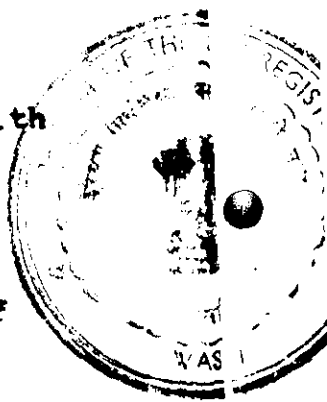
c) Rs.1,01,000/- (Rupees One lac one thousand only)
to be paid by the purchaser to the Vendors within a period of six months of payment under clause 1(b) hereinabove.



ह
Babibau
t. रीर रा. वा. (b)
विलीकाल री. भा. ई

- e) Rs.1,01,000/- (Rupees One lac one thousand only) to be paid by the Purchaser to the Vendors within a period of 6 months of payment under clause 1(d) hereinabove.
- f) Rs.2,42,955/- (Rupees Two lacs Forty-two thousand Nine hundred and fifty five only) being the balance consideration left, after deducting the amounts paid under clauses 1(a) to 1(e) above from the total consideration, shall be paid by the Purchaser to the Vendors on the Vendors complying with the following:-

- i) Obtaining Sale permission from the concerned authority, for the sale of the said land, at their own costs.
- ii) Executing the Conveyance of the said land in favour of the Purchaser or his nominee/s and/or assign/s .
- iii) Obtaining their respective certificates under section 230-A of the Income-tax Act, 1961, as provided in clause 14 hereinafter appearing.



Handwritten signature
Babbar

Handwritten text in Hindi: नरहरि राम भोइर कांतीबाल राम भोइर

2. The Vendors do and each of them doth hereby agree, declare and confirm as under :-

- a) That one Shri Rama Thoku Bhoir was the owner of the said land.
- b) That the said Rama died intestate on or about 29th December, 1936, leaving behind him the Vendor No.1 (being his widow) and Vendor Nos 2 and 3 being his

Handwritten text in Hindi: नरहरि राम भोइर कांतीबाल राम भोइर

- 7 -

- c) That the Vendors herein are therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land.
- d) The Vendors herein are competent to contract and have good right, full power and absolute authority to sell the said land
- e) That there is no other person, whomsoever, interested in any manner whatsoever in the said land. If any claims are received from any person, whomsoever, the same shall be removed and/or satisfied by the Vendors at their own costs, to the satisfaction of the Purchaser.
- f) That the Vendors do and each of them doth hereby further declare that they have not taken any loan, by way of mortgage, charge, lien or otherwise on the security of the said land and the said land is free from all encumbrances.
- g) There are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition, requisition, set-back rights or tenants or outstanding interest or claim by any parties in respect of the said land nor the said land or any part thereof is the subject matter of any pending litigation or attachment either before or after judgement.
- h) The said land is fully and absolutely vested in the Vendors and the same is not a joint



Handwritten signature



nbca



Handwritten signature

नरहरि रा. गोस्वामी
मोतीलाल रा. गोस्वामी

- 233
- j) The Vendors herein did not hold nor are they or any of them now holding agricultural land in excess of the Ceiling area prescribed by the Maharashtra Agricultural Lands (Ceiling and Holding) act, 1965.
- k) The said land has not been declared as 'Salt Pan Area' by any government or any local body or authority.
- l) There are no tenants, (protected, permanent or otherwise) or trespassers on the said land and the said land is vacant and free from any trespass.
- m) Neither the Vendors nor their predecessors in title or anybody claiming from or under them or any of them have or has granted any right of way, easement or licence or created any other rights to or in favour of any person in, over or with respect to the said land 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 land for passing and repassing between any points within the said land.
- n) The said land or any part thereof is not
- जुहरी रा. वा. डी.
चापरी रा. मो. डी.
- SEAL OF

o) No Notice of Requisition or Acquisition written or verbal, is issued by the Gram-panchayat, Municipal Corporation, Government of Maharashtra, the Government of India, ULC authority or any other authority or local body whatsoever in respect of the said land or any part thereof. If before the completion of the sale of the said land, any Notice in respect of any requisition or acquisition is issued or is about to be issued, the Vendors shall inform the Purchaser forthwith and the Purchaser shall have the option to rescind this agreement.

There is no notice or any reservation or setback of the said land or any part thereof and if before completion of the sale of the said land, any such notice is issued or is about to be issued in respect of the said land, the Vendors shall inform the Purchaser forthwith and the Purchaser shall have the option to rescind this agreement.

q) No Notices, including any notice from the Government or any local body or authority or under the Epidemic Diseases Act or Defence of India Act or Town Planning Act or the Maharashtra Land Revenue Code or the Bombay Tenancy and Agricultural Lands Act, 1948 or the Maharashtra Agricultural Lands (Ceiling and Holding), Act, 1965 or any legislative enactments, Government

Babi
Babi bai
श्री. १२६२। २। श्री।
श्री. १। १। १। १।
VASHI

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 of the said land, 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 Vendors shall forthwith return to the Purchasers all the amounts received by them under this Agreement without interest and each party shall bear and pay its own costs.

- s) The said land does not fall under the Urban Land (Ceiling and Regulation) Act, 1976. The Vendors shall, if necessary, obtain the necessary permission from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the said land at their own costs.

It is hereby specifically agreed and understood by and between the parties hereto that this agreement for sale is executed by the Purchaser on the strength of the representations, declarations and assurances made by the Vendors to the Purchaser as set out hereinabove and in a separate Declaration executed simultaneously with this agreement.

3. The Vendors do and each of them doth hereby authorise the Purchaser, immediately on the execution

- 11 -

and to appoint security guards for the protection and preservation of the said land at his own costs.

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

Babibai

5. The Vendors 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 land or assign the benefits of this Agreement to any other person or persons and the Vendors shall be deemed to have given their irrevocable and unconditional consent to the same and shall execute such documents and writings as may be necessary and required by the purchaser.

6. The Vendors shall make out a marketable title to the said land free from all encumbrances, doubts and claims and shall at their own costs obtain all necessary orders of the Court, including necessary orders 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 land 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 land within one

229

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

8. The Vendors shall simultaneously with this Agreement, execute an irrevocable general Power of Attorney in favour of the purchaser to enable him to develop the said land in accordance with the plans that may be sanctioned by the Competent Authority and the permissions granted and to put up and erect sign-boards on the said land, including power to take legal proceedings in respect of the said land.

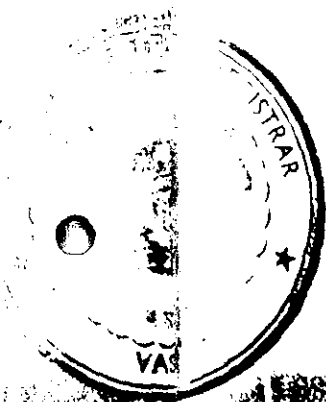
9. If the title of the said land is not found marketable and/or if the same is not approved by the Purchaser's Attorneys and/or should any objection or requisition whatsoever insisted on as to the title, conveyance, possession, receipt or any other matter appearing on the documents of title of this Agreement or connected with the sale, which the Vendors shall be unable to remove, satisfy or comply with on with whatsoever grounds, then and in such event it shall 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 made under clause 1 hereinabove.

Babbar
महेश्वरी रा. महेश्वरी
मालीमरा रा. महेश्वरी
li

- 13 -

date and all proceedings taken in pursuance thereof, including costs, incurred in removing or curing any defect in the title or otherwise, with interest thereon at the rate of 24% per annum.

10. Upon execution of this Agreement, the purchaser shall be entitled to submit the plans, lay-out, sub-division and get the same passed, to apply for and obtain permission and sanction ~~from the~~ for the development of the said land, to develop the said land to commence, to carry on and complete construction on the said land by himself or his nominee or nominees or any building contractor or sub-contractors, agents etc. to apply for and obtain 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 land, sub-divided, and/or undivided and/or the flats, tenements, garages, parking space that may be constructed on the said land to the person of his choice, at such price and on such terms and conditions as he may deem fit and to appropriate the sale proceeds thereof to himself without in any way being accountable for the same to the Vendors hereto and to enter into Agreement for that purpose and to form and get registered a co-operative Society or Association of the Purchaser/Acquirers of the said land or any part thereof or the flat/s, shop/s, garages, tenements, parking Spaces etc. in the building that may be constructed on the said land. All the costs, charges and expenses of submitting the building plans and getting the same duly sanctioned and all submissions of amended



Babibai Babibai

गोडरे नरहरिबा गोडरे
गोडरे गोलीबाबा २१
गोडरे
[Signature]

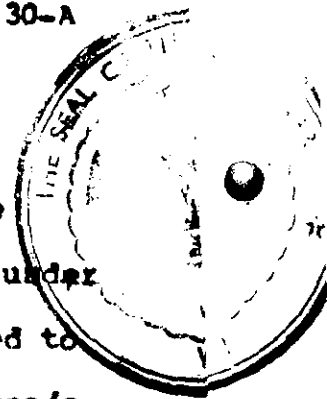
any other public bodies or authorities as the case may be.

11. The Vendors shall at their own costs and expenses get the consent of all persons interested in the said land 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 land.

12. Upon the Vendors and all other necessary parties producing their respective certificates under section 230-A of the Income-tax Act, 1961 and executing Conveyance in respect of the said land in favour of the Purchaser or his nominee/s and/or assign/s as may be required by the Purchaser, the Purchaser shall make payment to be made under clause 1(1) hereinabove. The Purchaser shall be entitled to take Conveyance in favour of the purchaser or his nominee/s and/or assign/s or Co-operative Housing 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 reason whatsoever, the Vendors and all other necessary parties shall upon payment being made under 1(1) hereinabove, execute an irrevocable Power of Attorney in favour of the Purchaser or his nominee or nominees to execute such Conveyance.

13. The said land until delivery of the possession thereof to the purchaser, shall be at the risk of the Vendors, as to fire or any other accident or acts of nature.

14. The Vendors shall apply for, obtain and produce



Bab

Bab

जयदेव रा. भांडारी
जालीवाल रा. भांडारी

हरी रा
सीला

- 15 -

in respect of the Conveyance to be executed of the said land to enable the Conveyance to be registered by the Competent Authority before completion of sale.

15. The Vendors shall pay all the outgoings, including assessments, ground rent, municipal taxes and Collector's bills etc. in respect of the said land till possession of the said land is handed over to the Purchaser.

16. The Vendors shall, on 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/s or assign/s, as the case may be, all muniments of title in the possession of the Vendors, exclusively relating to the said land 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 land hereby agreed to be sold and to any other property retained by the Vendors.

17. If the sale is not completed due to any wilful default or delay on the part of the vendors, the Purchaser shall be entitled to require specific performance of this agreement by the Vendors and claim from the Vendors, all costs, charges, expenses and damages suffered by the Purchaser. In the event of any willful

be.

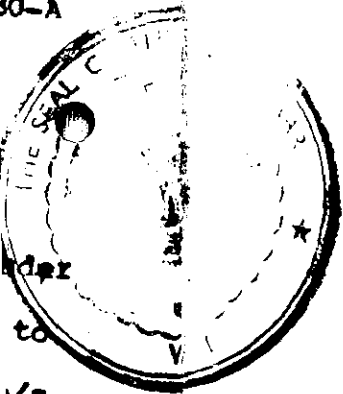
es

and

ed

nd.

30-A



ation

is.

Handwritten signature



Babibau

Babibau

हरी रा. शर्मा

श्रीलाल शर्मा

but the vendors shall not be entitled to rescind this Agreement.

18. The Vendors do and each of them doth hereby declare that no notice including any notice of requisition or acquisition or reservation or set-back by the Government (Central or State) or the Gram-Panchayat or any other local body or authority or under the Epidemic Diseases Act or the Land Acquisition Act or the Town Planning Act or the Defence of India Act or the Bombay Tenancy and Agricultural Lands Act or Maharashtra Agricultural Lands (Ceiling and Holding) Act, 1965 or the Urban Land (Ceiling and Regulation) Act, 1976 or under any other legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said land 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 Vendors 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 or otherwise issued or served upon them by the Government or any local body or authority with respect to the said land agreed to be sold or any part thereof. The Vendors do and each of them doth hereby further declare that the said land or any part thereof is not reserved for any public purpose or specific purpose or otherwise in accordance with the development plan. It is specifically agreed that if before the completion of the sale of the said land, any notice in respect of any such requisition, acquisition, reservation, set-back or otherwise issued or served upon them by the Government or any local body or authority with respect to the said land or any part thereof, the Vendors shall not be entitled to rescind this Agreement.



महेश्वरी वा. भा. इ.
मौलीसाल
भा. इ.
Babu

agreement, in which event the Vendors shall forthwith return to the purchaser all the amounts paid under this Agreement by the purchaser by that time including the part payments - and each party shall bear and pay their own costs. However it is hereby agreed that in such event the Vendors hereto shall not be entitled to rescind this Agreement, but will be bound to perform this Agreement fully.

19. SAVE as herein otherwise provided 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/charges, shall be borne and paid by the Vendors and the purchaser in equal - shares. The parties hereto shall bear and pay the professional fees and expenses of their respective Advocates/solicitors.

IN WITNESS WHEREOF the parties hereto have set and subscribed their 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 land, bearing Survey No. 316 Hissa No. 4 admeasuring according to the records of rights an area of 2 Acres and 24 gunthas equivalent to 12,581 square yards, equivalent to 10,520 square metres or thereabouts, situated, lying and being at Village Rajawali, Taluka Vasai, District Thane, within the limits of Rajawali, Gram-Panchayat, and in the Registration Sub-District of Bassein, District Thane.

SIGNED SEALED AND DELIVERED by the)

within named Vendors;

1) SMT. BABIBAI RAMA BHOIR,

)

)

 L.M.T. Iy
Babibai

3) SHRI KANTILAL RAMA BHOIR
in the presence of.....)

कांतीलाल रामा भोई

SIGNED SEALED AND DELIVERED by the
withinnamed Purchaser ;
SHRI LAKESH KOUL,
in the presence of.....)

Lakesh Koul

RECEIVED of and from the withinnamed Purchaser)
Shri Lakesh Koul, the sum of Rs.45,000/- (Rupees) Rs.45,000/-
Fortyfive thousand only) being the part payment)
towards the total consideration payable by the -)
Purchaser to us, referred to in clause 1(a) herein-)
above, in respect of the said land and which amount)
has been paid by him to us by 3(three)seperate -)
cheques, all dated 29th December 1989, all drawn)
on Grindlays Bank, M.G. Road, Bombay, as detailed -)
hereunder;)

<u>Sr.No.</u>	<u>Cheque No.</u>	<u>Name of the Vendor</u>	<u>Amount</u>
1.	524345	Smt. Babibai Rama Bhoir	Rs.15,000/-
2.	524346	Shri Warhari Rama Bhoir	Rs.15,000/-
3.	524347	Shri Kantilal Rama Bhoir	Rs.15,000/- <u>Rs.45,000/-</u>

Witnesses:

CS Patel

WE SAY VERIFIED :

L.H.T.I
1. 7 (SMT. BABIBAI RAMA BHOIR)
जरहरी रामा भोई

ॐ नमः शिवाय ॐ नमः शिवाय ॐ नमः शिवाय

दिनांक १९८९ डिसेंबर २९

पानपत्र १२

वसई: मुख्य निबंधक का

अयोधीय व्यापक शिक्षा

50/ Lakesh koul.

सर्व वि. अ. जोशी.

दुष्कर्म निर्वाहक, वसई.

2012

१) बाबीबाई रामा मोर्डीर, सशम

2) नरहरी रामा मोर्छि सशान

ॐ कान्तीलाल रामा मोहर सज्जन

मतिथे रा राजावळी ता वसई

सधा विम. जोशी.
दुय्यम निबंधक, वसई.

दुष्यम निबंधक, वसई.

॥ श्रीगणेशाय नमः ॥

तथाकथित ~~सुरेकयष्ट~~

मस्तकेन कण्ठं दित्यात्

जबल करतल.

आंगठ्याचा
ठसा

② सधा नरहरी रामा भोइर

आंतल्याचा
ठसा

③ सय्या कांतीलाल रामा मोडिय

११ आंगठ्याचा

वेणार
लोकेश कोल, राजान
व्यापार रा कुग्बा
मुंबई

S

जे. पी. सिंग.
आनंद नगर
वकील नवखे वसई

वेणील दुय्यम निबंधकास माहीत
भसलेले इसम, असे निबेदन करतात
जे, ते वस्तुऐवज करून देणाऱ्या
उपरोक्त इसमास व्यक्तिशः जाणतात
आणि त्याची ओळख पटवितात.

वस्तुऐवज करून देणार,
.....
.....

तयाकडित सोडवयल
वस्तुऐवज करून दिल्याचे
करून करतात.

501 Lakesh Koul.

501 J P. Singh
ता 20/12/06

सध्या वि. स. जोशी
दुय्यम निबंधक, वसई.

मदरहु नक्कल श्री. ए. दय. जोशी
यांचा अर्ज क्रमांक ३२६१९२० बसई
थोता दिली असे.

- १ बाबत
- २ बाबत
- ३ बाबत

मोदणीपूर्व
वरी प्रत

दुय्यम निबंधक, वसई.

दुय्यम निबंधक, वसई.

DATED THIS 29th DAY OF DECEMBER 198

BETWEEN

SMT. BABKBI RAMA BHOIR & ORS
.....Vendor

-and-

SHRI LAKESH KOUL.....Purchaser.

AGREEMENT FOR SALE

In respect of property bearing Survey
No. 316 Hissa No. 4, situated at Village
Rajawali, Taluka Vasai, District Thane