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Agreement for Sale

dt. 05/06/1989

Malti Gajanan Patil & Co. (Xerox)

&

Lakesh Kaul

224-262

Pages - "39"

प्राप्ती क्र.

मौद्रिकी ३९ म
Regn. 39 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक ११५५

दिनांक ५ जून १९९९

उत्प्रेषणाचा प्रकार

कवावनाला क ६४०२००/-

मादक द्रव्याचाच नाव-

हाकिदा वीज

व्यापकप्रमाणे फी विवरणे

नगणी फी

नक्कल फी (फालिआ

पष्ठाकनाची नक्कल फी

म्यालमच

नकला किंवा जापने (कलम ३४ ने २३ १८५०)

गोध किंवा निरीक्षण

दल - कलम ४१ भाग १

कलम ३४ भाग २

प्रमाणित नकला (कलम ४७) फालिआ

दल की (मालील पालावरील)

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हस्ताक्षर
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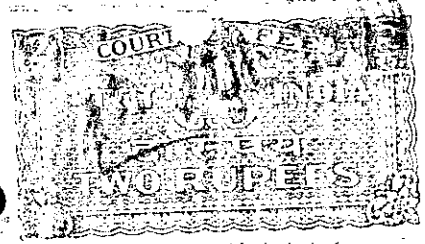
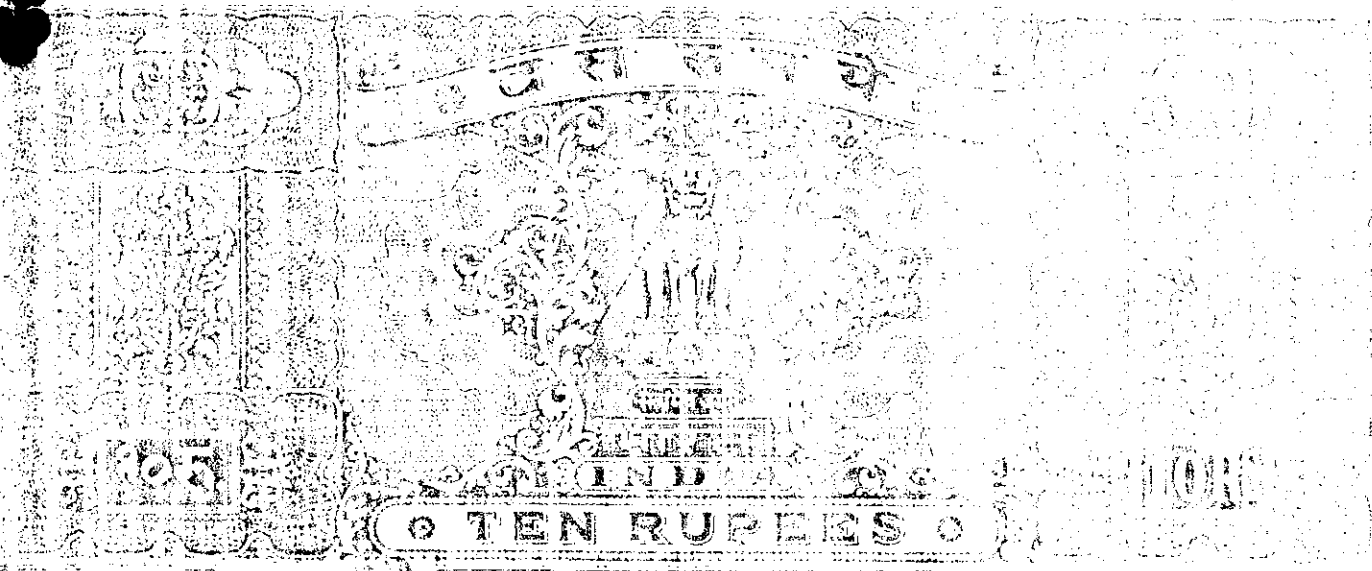
रोजी गवार हाईल व मोदणीकल डाकेन पाटवली जाईल.
या कार्यालयाने देण्यात येईल.

कमलदेव जाली नाव दिलेल्या व्यक्तीच्या

नाम नोंदणीकृत असल्याने त्याच्या
हवाली देण्यात येईल. **मुदत निबंधक, वसई.**
सादरकर्ता

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Malati G. Patil

THIS ARTICLES OF AGREEMENT made at Bombay
this 5th day of June One Thousand Nine Hundred Eighty
Nine BETWEEN (1) SMT. MAZSI GAJANAN PATEL, (2) SMT.
RAJUBAI KRISHNA DALVI, (3) SMT. LATCHIBAI JAGANNATH
DHARAT and (4) SMT. JANAKIBAI BHASKAR PATEL, all of
Indian Inhabitants, 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 PATEL



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TERMS:

1. The Vardana herds are absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural land bearing Survey Nos 571 & 572, situated, lying and being in Village Rajanali, Taluka Vasoi, District Thane, more particularly described in the schedule hereunder written.

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2. The Vardana herds are to be sold to the Purchasers

District Thane, more particularly described in the schedule hereunder written, for the consideration and on the terms and conditions hereinafter appearing.

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

1. The Vendors do and each of them both hereby agree to sell to the Purchaser and the Purchaser both hereby agree to purchase from the Vendors all and singular the said vacant agricultural land, bearing Survey No: 271 Hissa No: 5/1, commencing according to the records of rights an area of 2 Acres and 27.72 Aunthas, equivalent to 11,763 square yards, equivalent to 9,840 square metres or thereabouts, situate at Village Rajawali, Taluka Vasai, District Thane, within the limits of Rajawali Gram-Panchayat, more 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 land") for the consideration of Rs. 35/- (Rupees Thirty five only) per square yard, or approximately to Rs. 6,47,240/- (Rupees Six lakhs Forty seven thousand two hundred and Forty only), to be paid by the Purchaser to the Vendors in the following manner:-

- (a) Rs. 40,000/- (Rupees Forty thousand only) to be paid by the Purchaser to the Vendors as first payment towards the total consideration above before the execution of this Agreement (the



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Executing an irrevocable Power of Attorney in
Favour of the Purchaser to enable the Purchaser
to develop the said land.

(12) Making a declaration, setting out the state-
ments/declarations made by them in clause 2
of this Agreement.

(13) 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 land as
their licensee, until the said land is
fully developed.

(14) 5% of the total consideration to be paid by the
Purchaser to the Vendors on the Purchaser obtain-
ing B. A. permission from the concerned authori-
ties, necessary for the development of the said
land by the Purchaser and on the Vendors comply-
ing with the following.

(1) Obtaining necessary permissions from the
Competent Authority under the Urban Land
(Ceiling & Regulation) Act, 1976 in
respect of the said land at their own
costs (if necessary).

(2) Identifying and satisfying the claims of the
tenants, (if any), on the said land and
obtaining their consent to the sale of
of the said land in favour of the Purchaser.

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of the said land under any legislative enactment or otherwise by the Government or any local body or authority.

(c) 5% of the total consideration shall be paid by the Purchaser to the Vendors on the plans being passed and approved and Commencement Certificate to that effect being issued by the Gram-Panchayat or the relevant authority in favour of the Purchaser for the development of the said land.

(d) 10% of the total consideration to be paid within six months of the payment under clause 1(c) hereinabove and on the execution of the Conveyance of the said land by the Vendors in favour of the Purchaser or his nominee or assignee or assign/s, as the case may be, and on the Vendor obtaining a certificate under Section 230-A of the Income-Tax Act, 1961 as provided in clause 14 hereinafter appearing. The said Corporation shall provide for a charge on the said land for the balance consideration to be paid under clause 1(e) hereinafter appearing.

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(e) The balance consideration left, after deducting the amounts paid by the Purchaser to the Vendors under clauses 1(a) to 1(d) hereinabove and the total consideration, shall be paid by the Purchaser to the Vendors within a period of two years of the payment under clause 1(d) hereinafter

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consisting of all those pieces and parcels of
various agricultural land bearing Survey No. 271
Hissa No. 271, being the said land, more particu-
larly described in the schedule hereunder
written.

(1) The Vendors hereto are competent to contract and
have full right, full power and absolute autho-
rity to sell the said land.

(2) There is no other person, whatsoever,
interested in any manner, whatsoever, in the said
land. If any claims are received from any
person, whatsoever, the same shall be removed
and/or satisfied by the Vendors at their own
cost, to the satisfaction of the Purchaser.

(3) The Vendors do and each of them both hereby
further declare that they have not taken any
loan by way of mortgage, charge, lien or other-
wise on the security of the said land and the
said land is free from all encumbrances.

(4) There are no outstanding encumbrances, mortgages,
charges, liens, claims for requisition, requi-
sition, drawback, rights of tenants or out-
standing interest or claim by any person in
respect of the said land nor the said land or
any part thereof is the subject matter of
any litigation or attachment, either before
or after judgment.

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access with or without vehicles.

(h) 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.

(i) The said land have not been declared as 'Salt Pan Area' by any Government or any local body or authority.

(j) There are no tenants (protected, permanent or otherwise) or leaseholders on the said land and the said land is vacant and free from any trespass.

(k) 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 license or exercised 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 hereover and the owners or the occupants 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 point within the said land.

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The said land or any part thereof is not included

or Tribal, is issued by the Gram-Panchayat, Municipal Corporation, Government of Maharashtra, Government of India, WHO Authority or any State or local 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 Vendor shall inform the Purchaser forthwith and the Purchaser shall have the option to rescind this Agreement.

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

No action, including any notice from the Government or local body or authority or under the Epidemic Diseases Act or Defense of India Act or Town Planning Act or the Maharashtra Land Revenue Code or the Bombay Tenancy and Agricultural Lands Act, 1948 or the Bombay Maharashtra Agricultural Lands (Ceiling and Holding) Act, 1960, or any legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said land hereby agreed to be

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tion 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 Vendors 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.

- (g) 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 the parties hereto that this Agreement for Sale is entered 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.

5. The Vendors do and each of them doth hereby authorize the Purchaser, immediately on the execution of this Agreement to get the said land surveyed, to get the boundaries of the said land demarcated, to erect compound wall, to do fencing, to plant trees, boards and to appoint security guards for the protection and preservation of the said land at his own

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reason to be sold for the purpose of the investigation of the title thereto.

5. The Vendors do and each of them doth hereby agree that the Purchaser shall be entitled to take any pastures or pastures for the development of the said land or assign the benefit 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 said act and shall execute such papers as may be necessary and required by the Purchaser or his assigns.

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 shall at all material times execute and clear all matters in the title, encumbrances and claims on or to the said land including all claims by way of sale, mortgage, gift, lease, inheritance, possession, lease, and otherwise and deliver the stipulated title to the said land within one month of 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(b) hereinafores after the Vendors make out a marketable title to the said land as mentioned hereinafores.

7. The Purchaser shall at his own costs obtain N.A. Form 10, No Objection Certificate, R.O., Commencement

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his own costs in accordance with such permissions.

8. The Vendor shall simultaneously with this Agreement, execute an irrevocable 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 Government Authority and the permissions granted and to put up and erect buildings on the said land, including, but not limited to, legal proceedings in respect of the said land.

9. If the title of the said land is not legalizable, and/or if the same is not approved by the Purchaser's Attorneys and/or should any objection or requisition whatsoever insisted or 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 Vendor shall be unable to remove, satisfy or comply with on whatsoever grounds, then 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 2 hereof and also all other monies paid by the Purchaser to the Vendor till then, as also the costs, charges and expenses of this Agreement incurred by the Purchaser upto that 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.

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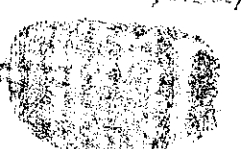
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... to disengage off in his name or in the name of his children/s on the basis of ownership, rental or otherwise, or in or out part of the said land, and/or the building, garages, parking spaces that may be constructed on the said land to the persons of his choice at such price and on such terms and conditions as he may deem fit and a 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 any Association of the Purchasers/Acquirers of the said land or any part thereof or the flats, shops, 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 plans and getting the same sanctioned and of development of the said land shall be borne and paid by the Purchasers exclusively. The Purchaser shall keep indemnified the Vendors against any breach or non-compliance or non-observance of the terms and conditions of the deed authorizing as the Competent Authority or any other public bodies or authorities as the case may be.



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11. The Vendors shall at their own costs and expenses get the consent of all persons interested in the said land and to be sold and all such persons as may be required by law and shall get such documents executed



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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 the payment to be made under clause 1(d) 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 Vendor and all other necessary parties shall upon payment being made under clause 1(d) hereinabove, execute an irrevocable Power of Attorney in favour of the Purchaser or his nominee or nominee to execute such Conveyance. The said Conveyance shall, however, provide for a charge on the said land for the balance consideration to be paid by the Purchaser to the Vendor under clause 1(e) hereinabove.

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 accidents or acts of nature.

14. The Vendors shall apply for, obtain and produce or cause 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 land, to enable the Conveyance to be registered.

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Further,

1. The Vendor 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 or nominee or assign/s, as the case may be, all instruments of title in the possession of the Vendors, exclusively relating to the said land hereby agreed to be sold or any part thereof and will enter into with the Purchaser usual covenants for title, production and furnishing of copies or extracts as requisites from such instruments of title as are appurtenant to the said land hereby agreed to be sold and to any other property retained by the Vendors or any of them.

2. 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 wilful default on the part of the Purchaser, the Vendors shall be entitled to require specific performance of this Agreement by the Purchaser and claim from the Purchaser all costs, charges, expenses and damages suffered by the Vendors, but the Vendors shall not be entitled to rescind this Agreement.

3. The Vendors do and each of them hereby further declare that no notice including any notice of requisition

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Bombay Tenancy and Agricultural Lands Act or Maharashtra Agricultural Lands (Ceiling and Holding) Act, 1960 or the Urban Land (Ceiling and Holding) Act 1976 or the under any other legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said land or any part thereof to the 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 not-back issued or served upon them by the Government or any local body or authority with respect to the said land, hereby 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 or specific purpose or otherwise in accordance with the development plan. It is specifically andly agreed that if before the completion of the sale of the said land, any notice in respect of any such requisition, acquisition, reservation, not-back or otherwise is issued, the Vendors shall forthwith inform the Purchaser and the Purchaser shall have the option of rescinding this Agreement, in which case the Vendors shall forthwith return to the Purchaser all the amounts paid under this Agreement by the Purchaser. At that time including the past repayment and each party shall bear and pay his/their own costs. However it is agreed that in such event, the Vendors herein shall not be entitled to receive any amount of compensation or

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Once thereof, including stamp duty and Registration fees/ charges, shall be borne and paid by the Vendors and the Purchaser in equal shares. The Parties shall bear and pay their own professional fees and expenses of their respective Attorneys/Solicitors.

IN REPLYING WHEREOF the Parties hereto have not and observed their respective Mario Mercante and on a dupli-
cate issued the day and year first hereinabove written.

ALL INFORMATION ON THIS PAGE IS UNCLASSIFIED

ALL THE pieces and parcels of vacant agricultural land, including survey No. 171 Piece No: 8/1, amounting according to the records of rights on area of 2 Acres and 17.00 Guntha equivalent to 31,738 square yards, equivalent to 10000 square meters or thereabouts, situate, lying and being at Village: Rajmudi, Taluka Vavul, District, within the Taluka of Rajmudi Taluk-Panchayat and in the Registrar's Office, Taluka and District of Barcoda - Thane.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

THE NATIONAL ARCHIVES

100 BUREAU OF THE ARMY

(U) LHM - POLICE COINTEL DIVISION

THE UNITED STATES DEPARTMENT OF JUSTICE

14) Gen. CAPITAL DEPOSIT PAGE

1950 Record of Richard B. ...

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K. Dahl

L.H.F. England
J. Mather

L.H. 7, 22.
Tamatibai 6.50

RECEIVED the day and year first)
hereinafter written of and from the)
withinnamed Purchaser Shri Lakshmi Koul)
the sum of Rs. 40,000/- (Rupees forty) 40,000/-
thousand only) being the first payment)
towards the total consideration, pay-)
able under clause 1(a) of this Agree-)
ment by him to us, by 4 separate)
cheques all dated 5-6-1947, 1947)
drawn on Bank of Baroda, Colaba Branch)
Bombay, as detailed under.....)

<u>Cheque No.</u>	<u>Name of the Vendor</u>	<u>Amount</u>
007422	Smt. Malti Gajanan Patil	Rs. 10,000/-
007423	Smt. Rajubai Krishna Dalvi	Rs. 10,000/-
007424	Smt. Laxmibai Jagannath BHARAT.	Rs. 10,000/-
007425	Smt. Janakibai Bhaskar Patil.	Rs. 10,000/-

Shri Lakshmi Koul

RECEIVED
(MAMTA GAJANAN PATIL)
(RAJUBAI KRISHNA DALVI)
(LAXMIBAI JAGANNATH BHARAT)
(JANAKIBAI BHASKAR PATIL)

of Laksh Koul.

सही वि. अ. पोलीस
दुध्या निबंध, वसई.

44/77 ST. JAMES
5000
- 445

- १) मातंगी उपजान न पायेक.
- २) त्रीभवा राजुवाइ कव्या दकपी.
- ३) लडभोनाउ जगन्नाथ स्थाने.
- ४) उपजान की पावे मारकर पाथेक वर्ष रस्रान.
- ५) घेपार : त्री लोकरी कोठ रावान मुंवे.

श्री जे पी सिंग
वकील बसई

[illegible]

SATJ P. Singh

at 4/2/02

सुधी विष्णु जोशी
हयम विमान, पल्ले.

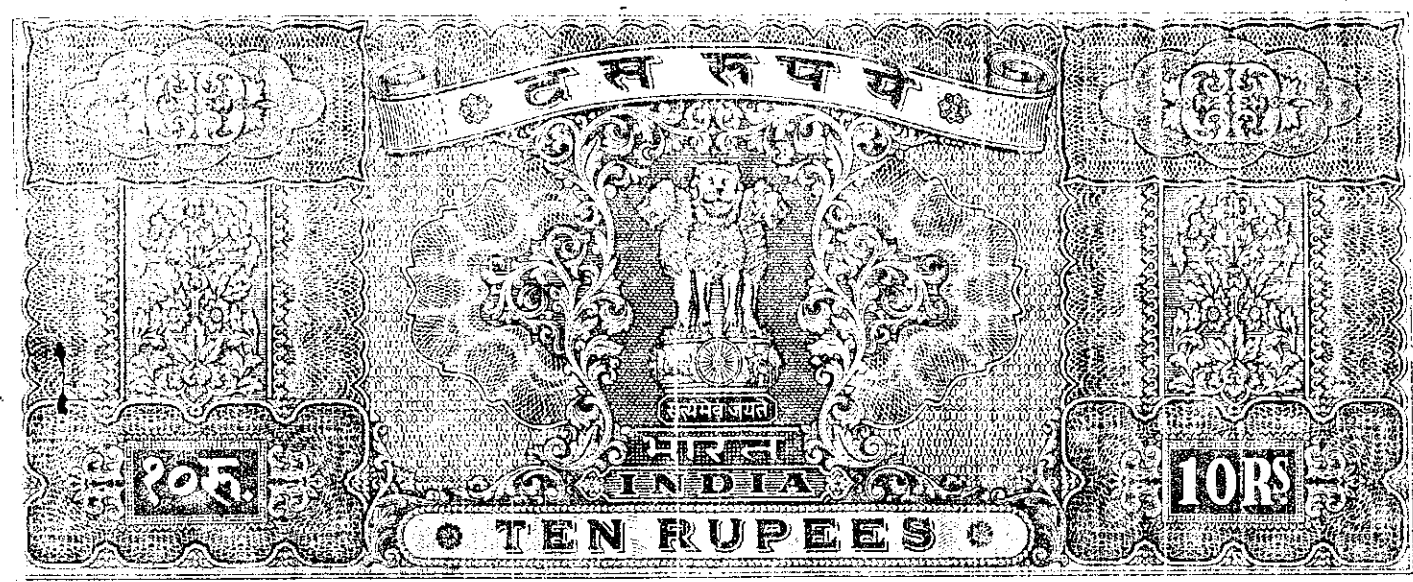
4) Mr. Lakesh Koul

SECRET

संख्या: २३३३३३३३ : २३. ८-९९

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THIS ARTICLES OF AGREEMENT made at Bombay
 this 5th day of June One Thousand Nine Hundred Eighty
 Nine BETWEEN (1) SMT. MALTI GAJANAN PATIL, (2) SMT.
 RAJUBAI KRISHNA DALVI, (3) SMT. LAXMIBAI JAGANNATH
 CHARAT and (4) SMT. JANAKIBAI BHASKAR PATIL, all of
 Indian Inhabitants, 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

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W H E R E A S:

1. The Vendors herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcels of vacant agricultural land bearing Survey No: 271 Hissa No: 6/1, situate, lying and being at Village Rajawali, Taluka Vagai, District Thane, more particularly described in the schedule hereunder written.

2. The Vendors have agreed to sell to the Purchaser

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District Thane, more particularly described in the schedule hereunder written, 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 said vacant agricultural land, bearing Survey No: 271 Hissa No: 5/1, admeasuring according to the records of rights an area of 2 Acres and 17.28 Gunthas, equivalent to 11,768 square yards, equivalent to 9,840 square metres or thereabouts, situate at Village Rajawali, Taluka Vasai, District Thane, within the limits of Rajawali Gram-Panchayat, more 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 land") for the consideration of Rs. 55/- (Rupees Fifty five only) per square yard, Rs aggregating to Rs. 6,47,240/- (Rupees Six lakhs Forty seven thousand Two hundred and Forty only), to be paid by the Purchaser to the Vendors in the following manner:-

(a) Rs. 40,000/- (Rupees Forty 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

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Executing an irrevocable 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 lands and to do all acts, deeds, matters and things necessary for the development of the said land as their licensee, until the said land is fully developed.

(b) 5% of the total consideration to be paid by the Purchaser to the Vendors on the Purchaser obtaining N. A. permission from the concerned authorities, necessary for the development of the said land by the Purchaser and on the Vendors complying with the following.

- (i) Obtaining necessary permissions from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 in respect of the said land at their own costs (if necessary).
- (ii) Removing and satisfying the claims of the tenants, (if any), on the said land and obtaining their consent to the sale of of the said land in favour of the



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of the said land under any legislative enactment or otherwise by the Government or ^{any} local body or authority.

- (c) 5% of the total consideration shall be paid by the Purchaser to the Vendors on the plans being passed and approved and Commencement Certificate to that effect being issued by the Gram-Panchayat or the relevant authority in favour of the Purchaser for the development of the said land.
- (d) 10% of the total consideration to be paid within six months of the payment under clause 1(c) hereinabove and on the execution of the Conveyance of the said land by the Vendors in favour of the Purchaser or his nominee or nominees or assign/s, as the case may be, and on the Vendors obtaining a certificate under Section 230-A of the Income-Tax Act, 1961 as provided in clause 14 hereinafter appearing. The said Conveyance shall provide for a charge on the said land for the balance consideration to be paid under clause 1(e) hereinafter appearing.

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The balance consideration left, after deducting the amounts paid by the Purchaser to the Vendors under clauses 1(a) to 1(d) hereinabove from the total consideration, shall be paid by the Purchaser to the Vendors within a period of two years of the payment under clause 1(d) hereinabove, in equal quarterly instalments.

entitled to all those pieces and parcels of vacant agricultural land bearing Survey No: 271 Hissa No: 271, being the said land, more particularly described in the schedule hereunder written.

- (b) The Vendors hereto are competent to contract and have good right, full power and absolute authority to sell the said land.
- (c) That there is no other person, whomsoever, interest 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.
- (d) 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.
- (e) There are no outstanding encumbrances, mortgages, charges, liens, notices for acquisition, requisition, set-back, rights of 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 litigation or attachment, either before or after judgement.

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process with or without vehicles.

(h) 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.

(i) The said land have not been declared as 'Salt Pan Area' by any Government or any local body or authority.

(j) 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.

(k) 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 license 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 point within the said land.

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or verbal, is issued by the Gram-Panchayat, Municipal Corporation, Government of Maharashtra, Government of India, UIC 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.

(a) There is no notice of any reservation or set-back of the said land or any part thereof and if before completion of the sale 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.

(c) 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 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 Ordinance or Order or Notification is issued in respect of the said land hereby

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tion of the sale, if any notice, including any notice of reservation or get-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 Purchaser all the amounts received by them under this Agreement without interest and each party shall bear and pay its own costs.

- (g) 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 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 authorize the Purchaser, immediately on the execution of this Agreement to get the said land surveyed, to get the boundaries of the said land 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 land at his own costs.


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agreed to be sold for the purpose of the investigation of the title thereto.

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 papers as may be necessary and required by the Purchaser or his assign/s.

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 claims~~ 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 month of 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(b) hereinabove after the Vendors make out a marketable title to the said land as mentioned hereinabove.

7. The Purchaser shall at his own costs obtain N.A. permission. No Objection Certificate for

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his own costs in accordance with such permissions.

8. The Vendor shall simultaneously with this Agreement, execute an irrevocable 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 signboards 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 or this Agreement or connected with the sale, which the Vendors shall be unable to remove, satisfy or comply with on whatsoever grounds, then 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 past payments made under clause 1 hereinafores and also all other monies paid by the Purchaser to the Vendors till then, as also the costs, charges and expenses of this Agreement incurred by the Purchaser upto that 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.

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agents, etc., 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, and/or the tenements, garages, parking spaces that may be constructed on the said land to the persons of his choice at such price and on such terms and conditions as he may deem fit and a 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 any Association of the Purchasers/Acquirers of the said land or any part thereof or the flats, shops, 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 plans and getting the same sanctioned and of development of the said land will be borne and paid by the Purchaser exclusively. The Purchaser shall keep indemnified the Vendors 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.


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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


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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 the payment to be made under clause 1(d) 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 Vendor and all other necessary parties shall upon payment being made under clause 1(d) 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 land for the balance consideration to be paid by the Purchaser to the Vendor under clause 1(e) hereinabove.

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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 accidents or acts of nature.

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14. The Vendors shall apply for, obtain and produce or cause 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

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Purchaser.

16. The Vendors shall, on execution of the Conveyance of 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 nominee 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 or any part thereof 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 or any of them.

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 wilful default on the part of the Purchaser, the Vendors shall be entitled to require specific performance of this Agreement by the Purchaser and claim from the Purchaser all costs, charges, expenses and damages suffered by the Vendors, but the Vendors shall not be entitled to rescind this Agreement.

18. The Vendors do and each of them hereby further declare that no notice including any notice of requisition


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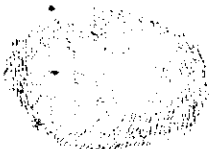
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Bombay Tenancy and Agricultural Lands Act or Maharashtra Agricultural Lands (Ceiling and Holding) Act, 1965 or the Urban Land (Ceiling and Holding) Act 1976 or the under any other legislative enactments, Government Ordinance or Order or Notification is issued in respect of the said land or any part thereof to the 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 issued or served upon them by the Government or any local body or authority with respect to the said land, hereby 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 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 is issued, the Vendors shall forthwith inform the Purchaser and the Purchaser shall have the option of rescinding this 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 his/their own costs. However it is agreed that in such event, the Vendors hereto shall

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summe thereof, including stamp duty and Registration fees/charges, shall be borne and paid by the Vendors and the Purchaser in equal shares. The Parties shall bear and pay the ~~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 OF THE LAND ABOVE REFERRED TO:

ALL THAT pieces and parcels of vacant agricultural land, bearing Survey No: 271 Hissa No: 8/1, measuring according to the records of rights an area of 2 Acres and 17.26 gunthas equivalent to 11,768 square yards, equivalent to 9,840 square metres or thereabouts, situate, lying and being at Village Rajawali, Taluka Vasai, District, within the limits of Rajawali Gram-Panchayat and in the Registration Sub-District and District of Bassein - Thane.

SIGNED SEALED AND DELIVERED)

by the withinnamed Vendors:)

(1) SMT. MAHAI GAJANAN PATIL)



L.H.T. of Mahatba

(2) SMT. RAJUBAI KRISHNA DALVI)



L.H.T. of Rajubai K. Dalvi

(3) SMT. LAXMIBAI JAGANNATH BHASKAR)

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L.H.T. of Laxmibai J. Mhatre

(4) SMT. JANABIBAI BHASKAR PATIL)



L.H.T. of Janabibai B. Patil

in the presence of Shree)

RECEIVED the day and year first)
hereinaabove written of and from the)
withinnamed Purchaser Shri Laksh Koul)
the sum of Rs. 40,000/- (Rupees forty) Rs. 40,000/-
thousand only) being the part payment)
towards the total consideration, pay-)
able under clause 1(a) of this Agree-)
ment by him to us, by 4 seperate)
cheques all dated 5-6-1989, 1989)
drawn on Bank of Baroda, Colaba Branch)
Bombay, as detailed under.....)

<u>Cheque No:</u>	<u>Name of the Vendor</u>	<u>Amount</u>
007422	Smt. Malti Gajanan Patil	Rs. 10,000/-
007423	Smt. Rajubai Krishna Dalvi	Rs. 10,000/-
007424	Smt. Laxmibai Jagannath BHARAT.	Rs. 10,000/-
007425	Smt. Janakibai Bhaskar Patil.	Rs. 10,000/-

Shri Laksh

WE SAY RECEIVED

(MALTI GAJANAN PATIL)

(RAJUBAI KRISHNA DALVI)

(LAXMIBAI JAGANNATH BHARAT)

(JANAKIBAI BHASKAR PATIL)

DATED THIS DAY OF

BETWEEN

SHE. MALTI GAJANAN PATIL & ORS.

-AND-

SHRI LAKESH KOUL

..T...

AGREEMENT FOR SALE

In respect of property bearing
Survey No: 271 Hissa No: 5/1
situated at Village Rajawal
Taluka Vasai, District T-