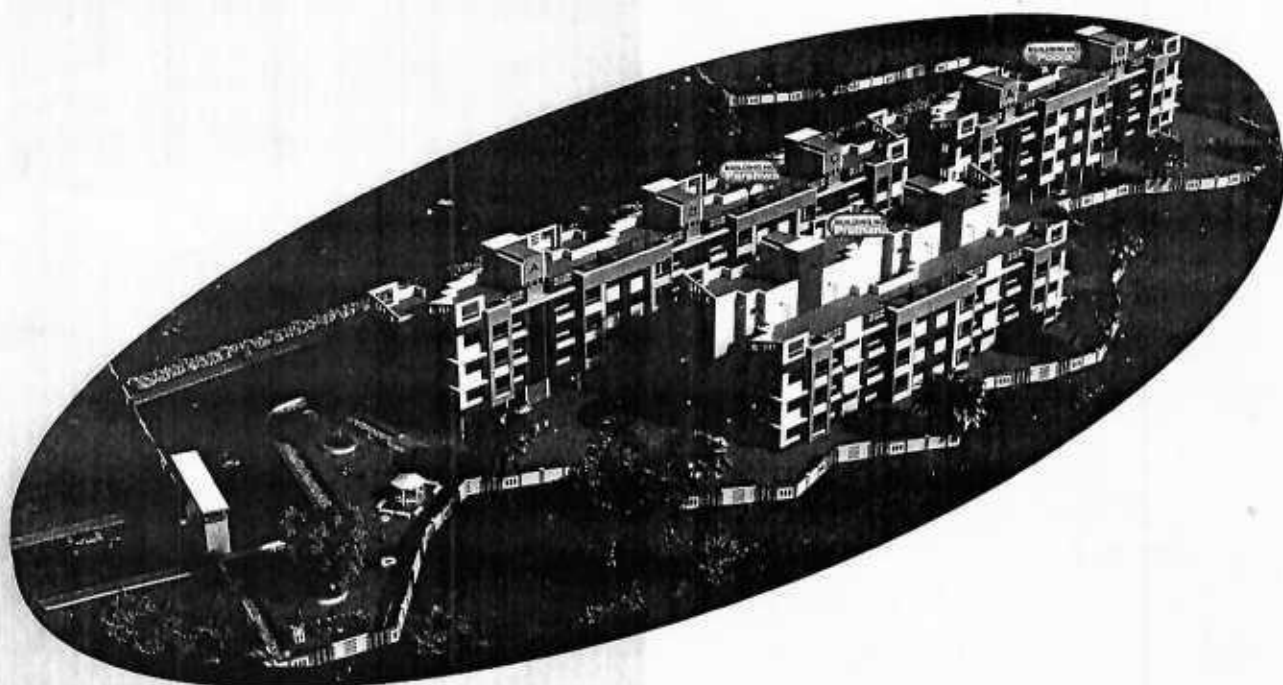


Agreement For Sale

Swapnalok *Residency*

Umroli (West), Palghar



FLAT NO. 301 ON THE 3rd FLOOR, IN 'C' WING

BUILDING NAME Parshwa

MR./MRS. Amit Ramvilas Pathak



Aashapura Builders & Developers

OFFICE : Shop No. 7, Janki Presidency Bldg., 90 Feet Road,
Bhayander (W.), Dist. Thane - 401 101.

Tel.: 022 - 6581 1111 E-mail : safal9999@gmail.com

84/2039

पावती

Original/Duplicate

Wednesday, April 06, 2016

नोंदणी क्र.: 39म

3:32 PM

Regn.: 39M

पावती क्र.: 3352 दिनांक: 06/04/2016

गावाचे नाव: उमरोळी (सूर्या प्रकल्प क्षेत्र)

दस्तऐवजाचा अनुक्रमांक: पलर-2039-2016

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अमित रामविलास पाठक - -

नोंदणी फी

रु. 15560.00

दस्त हाताळणी फी

रु. 1720.00

पृष्ठांची संख्या: 86

एकूण:

रु. 17280.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

3:51 PM ह्या वेळेस मिळेल.

Sub Registrar Palghar

दुय्यम निबंधक पालघर

मौबदला: रु. 1550000/-

बाजार मूल्य: रु. 1556000/-

भरलेले मुद्रांक शुल्क: रु. 77800/-

1) देयकाचा प्रकार: eChallan रक्कम: रु. 15560/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH000117785201617E दिनांक: 06/04/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु. 1720/-

Amit P.

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१६

- १) दस्ताचा प्रकार : करारनामा अनुच्छेद क्रमांक : २५६
- २) सादरकर्त्याचे नाव : अमित राम विलास पाठक
- ३) तालुका : पालघर
- ४) गावाचे नाव : उमरोली
- ५) सर्वे नंबर/गट नंबर ४५६ अंतिम भुखंड क्र.
- ६) मूल्य दरविभाग (झोन) २७.२) उपविभाग
- ७) मिळकतीचा प्रकार : खुली जमीन/निवासी/कार्यालय/दुकान/औद्योगिक/प्रति चौ. मि. २५५००/-
- ८) दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ ४३.१२ कायदे/बिल्टअप/सुपर बिल्टअप/चौ.फुट/चौ.मिटर ४४.६६ चौ. मी. बिल्टअप.
- ९) मजला क्रमांक : तिसरा उदवाहन सुविधा आहे/नाही
- १०) बांधकाम प्रकार आरसीसी/इतर पक्के/अर्धे पक्के/कच्चे
- ११) बांधकाम वर्षे : २०१० घसारा
- १२) बांधकाम प्रकार आरसीसी/इतर पक्के/अर्धे पक्के/कच्चे.
- १३) बाजारमूल्य तक्त्यातील मार्गदर्शक सुचना क्र. ज्यानवे दिलेली घट/वाढ
- १४) लिहू अँड लायसन्सचा दस्त : १) प्रतिमाह भाडे रक्कम
- २) अनामत रक्कम/आगाऊ भाडे
- ३) कालावधी
- १५) निर्धारित केलेले बाजारमूल्य : १५,५६,०००/-
- १६) दस्तामध्ये दर्शविलेला मोबदला : १५,५०,०००/-
- १७) देय मुद्रांक शुल्क : ७७,९००/- भरलेले मुद्रांक शुल्क ७७,९००/-
- १८) देयक नोंदणी फी : १,५५६०/-

लिपिक

सह दुय्यम निबंधक

प्रतिज्ञापत्र/घोषणापत्र

- मी/आम्ही १) श्री/श्रीमती. अमित राम विलास पाठक
- २) श्री/श्रीमती.
- ३) श्री/श्रीमती.

सत्य प्रतिज्ञेवर कथन करिता की, दस्ताऐवजाची विषयवस्तू असलेली मिळकत यापुर्वी खरेदी देणाऱ्या कोठेही विक्री, दान, लिज, मुखत्यार, पोटगी वा इतर अन्य प्रकारे कोठेही जडजोखमामध्ये गुंतविलेली नाही याची नोंदणी कायदा १९०८ मधील असणाऱ्या शोध (मंतबी) तरतुदीनुसार खात्री करून घेतलेली आहे. तसेच सदर मिळकत ही खरेदी देणार हयांच्याच मालकीची आहे. याबाबत सुध्दा अभिलेख पाडून खात्री करून घेतलेली आहे. या मिळकतीबाबत काही वाद उत्पन्न झाल्यास त्याची सर्वस्वी जबाबदारी माझी/आमची राहिल याची मी/आम्ही हमी देतो.

१) Amit P.

२)

३)

खरेदी घेणार (Purchaser)





CHALLAN
MTR Form Number-6

पलार
दस्तावेज नं. 2030/2088
3 / 1 / 18

GRN	MH000117785201617E	BARCODE			Date	06/04/2016-14:45:51		Form ID	25.2	
Department	Inspector General Of Registration				Payer Details					
Type of Payment	Stamp Duty				TAX ID (If Any)					
	Registration Fee				PAN No. (If Applicable)		ARDPP8571D			
Office Name	PLG_PALGHAR SUB REGISTRAR				Full Name		AMIT RAMVILAS PATHAK			
Location	THANE				Flat/Block No.					
Year	2016-2017 One Time				Premises/Building					
Account Head Details		Amount In Rs.		Road/Street						
0030046401 Stamp Duty		77800.00		Area/Locality		UMROLI DIST PALGHAR				
0030063301 Registration Fee		15560.00		Town/City/District						
				PIN		4 0 1 4 0 4				
				Remarks (If Any)						
				SecondPartyName=MS AASHAPURA BUILDE						
				RS AND DEVELOPERS~						
				Amount In		Ninety Three Thousand Three Hundred Sixty Rupees O				
Total		93360.00		Words		nly				
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	REF No.	00040572016040616528		CK90008927		
Cheque/DD No				Date	06/04/2016-14:46:29					
Name of Bank				Bank-Branch	STATE BANK OF INDIA					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Mobile No. : Not Available



Ano 1/18



CHALLAN
MTR Form Number-6

CHALLAN
CHALLAN No. 2030 / 2016
21/11/16

GRN	MH000417785201675	BARCODE	CHALLAN FOR RS: 93360.00		USER	IGR127(PLG)
Department	Inspector General of Registration	AMOUNT	06/04/2016	Date	06/04/2016	Form ID 252
Sr No	Deface Number	AMOUNT	06/04/2016	Date	06/04/2016	Form ID 252
Type of Payment	Stamp Duty	77800.00	Payer Details			
1	0000087968201617	77800.00	TAX ID (If Any)			
2	0000087968201617	77800.00	PAN No. (If Applicable)			
(Amt. in words) Ninety Three Thousand Three Hundred Sixty Rupees Only			ARDPP8571D			
Office Name	PLG_PALGHAR SUB REGISTRAR		Full Name		AMIT RAMVILAS PATHAK	
Location	THANE		Flat/Block No.			
Year	2016-2017 One Time		Premises/Building			
Account Head Details		Amount In Rs.	Road/Street			
0030046401	Stamp Duty	77800.00	Area/Locality		UMROLI DIST PALGHAR	
0030063301	Registration Fee	15560.00	Town/City/District			
			PIN		4 0 1 4 0 4	
			Remarks (If Any)			
			SecondPartyName=MS AASHAPURA BUILDE			
			RS AND DEVELOPERS-			
			Amount In			
			Words			
Total		93360.00	Ninety Three Thousand Three Hundred Sixty Rupees Only			
Payment Details			FOR USE IN RECEIVING BANK			
STATE BANK OF INDIA			Bank CIN			
Cheque-DD Details			REF No.			
Cheque/DD No			00040572016040616528			
Name of Bank			CK90008927			
Name of Branch			Date			
Mobile No. : Not Available			06/04/2016-14:46:29			
			Bank-Branch			
			STATE BANK OF INDIA			
			Scroll No. , Date			
			Not Verified with Scroll			



महाराष्ट्र
महाराष्ट्र. 2039 / 2098
4 / 1 / 22

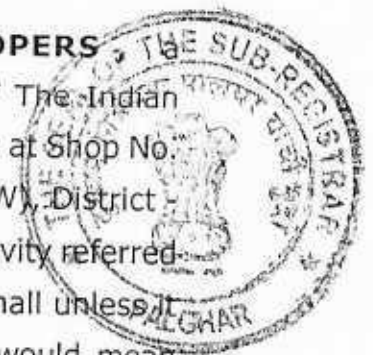
AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Umroli, Palghar, on this06.....day ofApril.....of the Christian Year Two Thousand2022.,

BY AND BETWEEN

M/s. AASHAPURA BUILDERS & DEVELOPERS

partnership firm constituted the provisions of The Indian Partnership Act. 1932 having its place of business at Shop No. 7, Janki Presidency, 90 Feet Road, Bhayandar (W), District Thane, Pin 401 101, hereinafter for the sake of brevity referred to as **"THE PROMOTERS"** (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include the said firm, the partners constituting the said firm for the time being and from time to time, their survivor/s their respective legal heirs, executors, administrators and assigns) of **ONE PART.**



[Signature]

Builders

1

[Signature: Amit P.]

Purchaser/s

DATE
2030/2088
01/11

AND

SHRI/SMT./MS./MESSERS Amit Ramvilas Pathak

having his/her/its/their address at Shop No. 19, Bldg No. 03,
Ostwal Park Near Jain Temple, Jesal Park
Bhayander (East) Thane 401105

hereinafter for the sake of brevity referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context and meaning thereof, would mean and deem to mean and include, in case of individual or individuals, his/her/their legal heirs, executors, administrators and assign/in case of body corporate, its successors and assigns/in case of partnership, the such firm, the partners constituting the said firm, for the time being and from time to time, their survivor/s and their respective legal heirs, administrators, executors and assigns/in case of Hindu Undivided Family, the co-parcenors of the such HUF, for the time being and from time to time, their survivors from time to time and their respective legal heirs, administrators, executors and assigns/in case of trust, the trustees for the time being and from time to time of the trust and the survivor/s of them and their respective legal heirs, executors, administrators and assigns of the last survivor of them) of the **OTHER PART**.

WHEREAS:-

- a) The term **Purchaser** shall denote and cannot be the following meanings :-
 - i) Both singular number and plural numbers;
 - ii) Masculine gender, feminine gender and neutral genders.
- b) By virtue of a proceedings under the provisions of The Bombay Tenacy Agricultural Land Act. 1948, one **(1) Shri Laxman Sukur Tare & (2) Babe Gajanan Tare** jointly seized and possessed of and/or otherwise well



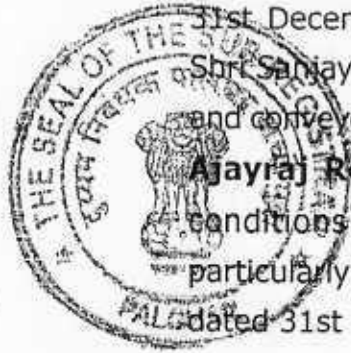
[Signature]
Builders

Amit P.
Purchaser/s

दस्त क्र. 203

and sufficiently entitled to all that pieces and parcels of land or ground bearing **Ghut No.456**, admeasuring 93 Gunthā and **Pratī**, equivalent to 9,310 sq. mtrs, situate at , being and lying at Revenue Village Umroli, Taluka , Palghar, District -Thane, Registration District Thane , Sub-District Palghar and which is more particularly described in the **First Schedule** written hereunder, hereinafter referred to as "**The said Entire Land/Property**".

- c) By and vide an order bearing No.DP/Tenancy/H3/SR/112/2011. Dated 12/8/2011, the SDO,Dhanau Division has granted the Sale Permission U/Sec. 43 for the sale of the said Entire Land, which is as per the copy of the same annexed hereto .
- d) By and vide a duly registered Sale Deed dated 21st October 2011 (Regn.No. 7480/2011) the said ShriLaxmanSukur Tare & Other have sold, transferred , assigned and conveyed the said Entire Land in favour of one **Shri Sanjay R Phatak**, at and on the terms and conditions and for considerations, which are more particularly described in the said Sale Deed dated 21st December 2011.
- e) By and vide a duly registered Deed of Conveyance dated 31st December 2011 (Regn. No, 651/2012) , the said **Shri Sanjay R Phatak** has in turn , transferred, assigned and conveyed the said Entire Land, in favour of one **M/s. Ajayraj Realtors P .Ltd** , at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 31st December 2011.
- f) The 50% of the said Entire Land, equivalent to 4,655 sq. mtrs. and which is delineated in red coloured ink in the copy of the plan annexed hereto and marked as Annexure and which more particularly described in the **Second Schedule** written hereunder, is hereinafter referred to as "**The Said Land/Property**".



[Signature]

Builders

3

[Signature]

Purchaser/s

पलघर

दस्ता क्र. 203C/1208

घुत No. 462/1C2

- g) The access to the Said Land is through a strip of land having an width of 9 mtrs from land bearing Ghut No. 462/1C2, which is delineated in yellow coloured ink in the copy of the plan annexed hereto and marked as Annexure , hereinafter referred to as "**The Said Access/Right of Way**".
- h) By and vide a duly registered Deed of Conveyance dated 16th March 2012 (Regn. No.3695/2012 dated 16th April 2012) the said M/s. Ajayraj Realtors P. Ltd has sold, transferred, assigned and conveyed the Said Land along with right to use Said Access, in favour of one ShriJatishVadilalSonetha, at and on the terms and conditions and for consideration, which are more particularly described in the said Deed of Conveyance dated 16th March 2012.
- i) In the premises as aforesaid, the said ShriJatish. Vadilal Sonethabecome sole, absolute and exclusive owner of the Said Land.
- j) Subsequently the said M/s.Ajayraj Realtors P.Ltd has also executed a duly registered Deed of Right of Way dated 8th August 2012 in respect of right of access to the Said Land in favour of said Shri Jatish Vadilal Sonetha.
- k) The Gram Panchayat Umroli by and vide its order bearing No.749/2012/13 dated 7th January 2012 has granted the necessary sanction and approval for carrying out the development work of the Said Land which is as per copy of the same annexed hereto.
- l) The local development authority viz:- The Town Planner , Palghar by and vide an order bearing No.Jayak Special/ Bap/ Village Umroli , TalukaPalghar/Village 456/Res/NR Palghar/36 dated 7th January 2013 has sanctioned the layout and the development plan of the Said Land, hereinafter referred to as "**Sanctioned Plan**" which is as per the copy of the same annexed hereto and the

Builders

4

Amit P.
Purchaser/s

05. The Purchaser shall pay the aforesaid amounts on the respective due dates to the Promoters, without any delay or default, as the time in respect of each of such payments as provided hereinabove, is **"ANESSENCE OF THE CONTRACT"** and any delay in making payments, as provided hereinabove shall automatically make or render this agreement null and void and/or terminated and upon such termination and /or cancelation, the Promoters shall refund whatever the sums paid by the Purchaser under these presents, without any interest after the Said Premises is re-sold to any third party and after the Promoters have then received the entire considerations from such re-sale. Provided further, the Promoters shall be entitled to deduct there from an amount equal to 15% of the total consideration payable hereunder and such other amounts by way of loss or if any, sustained or outgoings paid/payable by the Promoters. The Promoters are not bound or liable to give any notice to the Purchaser, requiring such payments and failure thereof, shall not be pleaded as an excuse for non payment of any amounts as provided herein, on the respective due dates.

06. Subject to however, without prejudice to any of the rights, privileges and covenants under these presents of the Promoters or under any law, the Purchaser shall be bound and liable to pay to the Promoters interest at the rate of 21% p.a. in respect of any of amount/s payable by the Purchaser to the Promoters, which are due, more than 7 days of its due dates.

07. The Promoters agree to handover the possession of the Said Premises to the Purchaser by the end of the month of, provided on the same being ready for use and occupation and the Promoters have by then received the full consideration of the Said Premises and also all other amounts, as provided herein and subject to however, the availability of cement, steel or any other building materials and subject to any acts of God, such as earthquake, flood or any other natural calamities, acts of enemy, war, civil commotion or any other causes/factors/circumstances which are beyond the control of the Promoters or any orders of the Central Govt., State Govt., local authorities or any other authorities or bodies and/or any delay in issuing Completion Certificate and

Builders

10

Purchaser/s



08. Subject however, it is agreed by and between the parties hereto that in case, for whatever reasons, the Promoters are not in a position to handover the possession of the Said Premises to the Purchaser within above said period or any mutually extended period and in such event, the Purchaser shall be entitled to terminate this agreement and upon such termination, the Promoters shall refund to the Purchaser whatever the sums paid by the Purchaser to the Promoters under these presents, along with interest at the rate of 9% p.a.

09. The Purchaser shall have no claim or right, save and except, and/or only to the extend in respect of the Said Premises hereby agreed to be acquired, that is to say, all the areas of open spaces, parking places, stilts, lobbies, staircases, lifts, terraces etc., if and whenever provided and shall always remain the properties of the Promoters, till such time, the Said Building and the Said Land, as the case may be, is/are transferred and conveyed in favour of the co-op. hsg. Society or a limited company, as may be formed of the purchasers of the Said Building, as the case may be, as provided hereunder, but subject to the rights of the Purchaser as provided herein.

10. It is further expressly and specifically understood by and between the parties hereto that nothing contained in these presents, shall be construed as conferring in favour of the Purchaser, any rights, title or interest in any manner, whatsoever, into or over the Said Premises, the Said Building and the Said Land or any part thereof. Such conferment shall take place only on the execution of conveyance of the Said Building, in favour of the co.op.hsg. society or limited company that may be formed of the purchasers of the premises of the Said Building, in the manner as provided hereunder.

11. Upon the Purchaser taking possession of the Said Premises, he shall not have any claim whatsoever nature against the Promoters as regards the nature of fixtures, fittings, and any other amenities to be provided in the Said Premises and also the Said Building which are set-out hereunder or the quality of

Builders

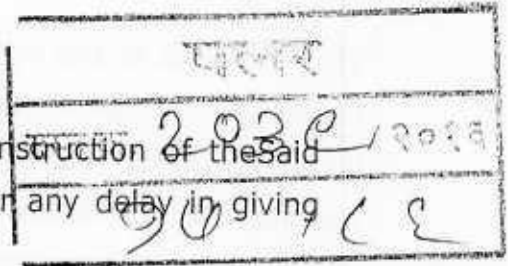
11

Purchaser/s

[Signature]

Amit P.

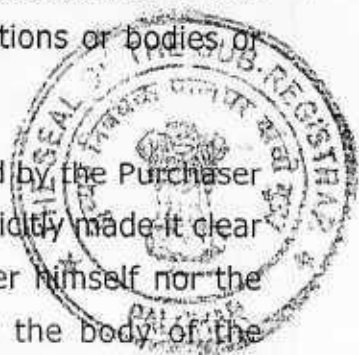
the building materials used in the construction of the Said Premises and also the Said Building on any delay in giving possession or otherwise howsoever.



12. The Promoters shall always have absolute rights, until the Said Building is conveyed to the body of purchasers of the premises officially, or to the co-op. hsg. society or limited company or the apex society as the case may be, in the manner as provided hereunder, to make additions, or put up additional structure/s or storey/s as may be permitted by the local municipal corporation, or any other competent authorities of the Said Land, including the use of any T.D.R or Floating F.S.I or any additional T.D.R/Floating F.S.I and also by way of amalgamation of adjacent land or lands and such additional structure/s and storey/s shall be the sole property the Promoters herein, who shall alone be entitled to dispose off, the same in any manner, on any terms and conditions, as the Promoters herein may, in its sole discretion deem fit and proper and the Purchaser do hereby irrevocably accords his consent to the same, provided the same does not in any way affect or prejudice the rights hereby agreed to be granted in favour of the Purchaser in respect of the Said Premises.

13. It is clearly agreed, understood and acknowledged by the Purchaser that all times, the Promoters shall be entitled to raise loan or funds against the Security of the Said Land and the Said Building, from any financial institutions or bodies or persons.

14. It is further agreed and acknowledged by the Purchaser that he is fully aware of the fact and it is explicitly made it clear by the Promoters that neither the Purchaser himself nor the co.op. hsg. soc. or limited company or the body of the purchasers of the premises of the Said Building to be formed, as provided hereunder, shall not be entitled to assign any right of way or access to any adjacent land or lands out of and/or from any Said Land for any reasons and under any



Builders

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Purchaser/s

circumstances, till the Said Land and Said Building, is conveyed in the manner as provided hereunder.

15. Subject to the rights of the Purchaser hereunder, the Promoters shall be at liberty to sell, assign or otherwise deal with or dispose off their rights, title and interest in the Said Building, either in full and/or part or portion thereof and raise or borrow moneys against the security of the Said Building, from time to time.

16. It is expressly agreed by and between the parties hereto that the area of stilt, if provided, and the terrace of the Said Building and parapet wall of the Said Building shall always belong to the Promoters herein and they shall be entitled to deal with or dispose off the same in any manner, as they may deem fit and proper. In case, the Promoters are in a position to obtain permission from the local authority or from the concerned authority, for enclosing of the terrace or of the open space and in such event, the Promoters shall be entitled to dispose off, such erected structure or the open space to anyone and upon such assignment thereof, the purchaser/s thereof, shall be entitled to use, occupy and deal with the same exclusively and the co.op. hsg.society or limited company or the apex society, which shall be formed of the purchasers of the premises of the Said Building, as provided hereunder, shall admit such purchasers of the open or enclosed stilt/terrace space as members of the society or limited company, as the case may be, without raising any objection or collecting any amounts, save and except, the share money and admission fees.

17. Under no circumstances, the possession of the Said Premises shall be given by the Promoters to the Purchaser, unless and until, all the payments required to be made under this agreement by the Purchaser has been made to the Promoters and all the obligations hereunder are complied with, by the Purchaser.

18. The Promoters shall be entitled to sell, the premises of the Said Building for the purpose of using the same as school,


Builders

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Purchaser/s

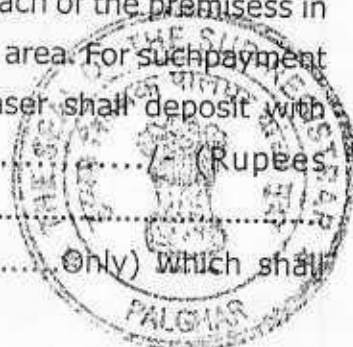
पल्लर
दस्तावेज. 2030 / 2025
98/1/2

coaching classes, hotel, restaurant, guest house, dispensaries, nursing homes, maternity homes, for residential or commercial user or any other use as may be permitted by the local authority in that behalf and the Purchaser individually or the co.op. hsg. Society or limited company or the apex society that may be formed, shall not raise any objection whatsoever nature in respect of the matters/issues in this regard.

19. The Promoters shall, in respect of any amounts to be received from the Purchaser under the terms and conditions of this agreement, have first charge and paramount lien and charge on the Said Premises agreed to be acquired by the Purchaser, by these presents.

20. The Purchaser hereby agrees to contribute to his proportionate share towards the costs, expenses and outgoings in respect of the items specified in Clause Nos. herein, and also proportionate share in respect of maintenance, repairs and up-keep, of various common amenities and facilities to be provided in the Said Building, as may be determined or decided by the Promoters in its sole discretion, as and when demanded by the Promoters.

21. So long as each of the premises in the Said Building shall not be separately assessed for municipal taxes and/or levies and water etc., the Purchaser shall pay to the Promoters proportionate share of such taxes levies or charges assessed on the whole building, on the basis of each of the premises in the Said Building being of equal value and area. For such payment of taxes, levies and charges the Purchaser shall deposit with **Promoters** a sum of Rs. (Rupees) Only) which shall carry no interest.



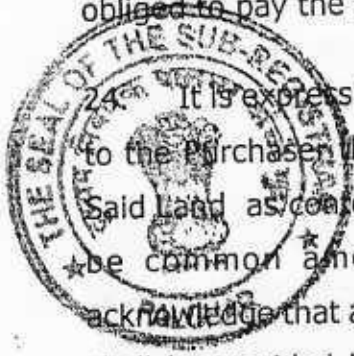
22. The Purchaser hereby agrees, undertakes and covenants that in the event of any amount by way of premium or security deposit being payable to the local authority or any Govt. or any other authorities or bodies or betterment charges or any

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development tax or any other similar or like tax, levies or payments of similar nature, that become/s payable in respect of these presents, the Said Premises and the Said Building, the same shall be re-imbursed by the Purchaser when demanded, in proportion to the total area of the Said Building in relation to the Said Premises agreed to be purchased by the Purchaser and in determining such amounts, the decision of the Promoters shall be conclusive, final and binding upon the Purchaser. The term betterment charges so referred to hereinabove shall also include and mean any escalation and/or increase in the betterment charges or any other charges of similar nature levied by the local development authority, from time to time.

23. Likewise, it is expressly agreed, undertaken and further acknowledged by the Purchaser that all taxes, cess or levies of whatsoever the name, the same may carry, now payable or that become payable any time in future, in respect of the Said Premises or these presents, including any Vat, Service Tax, Sale Tax etc. shall be payable solely and singly by the Purchaser and further that for whatever reasons or under any circumstances, the Promoters shall be liable or responsible or obliged to pay the same.



24. It is expressly and specifically informed by the Promoters to the Purchaser that as per the terms of development of the Said Land as contemplated by the Promoters there shall/may be common amenities and the Purchaser do hereby acknowledge that all such amenities and the common facilities shall be provided by the Promoters, at their own sole discretion and without any time limit and further that it shall be incumbent on the part of the Promoters to vary or amend or cancel altogether or substitute such amenities and common facilities in their sole discretion without assigning any reason. Provided further, any expenses, charges, costs, incurred in this regard and whatever the expenses in connection with the Maintenance, repair or the upkeep of the same, if and whenever provided, shall be borne and paid by the Purchaser or the co-op hsg. Society or limited company, as the case may

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Purchaser/s