



करली-४		
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AGREEMENT FOR SALE

Harishchandra
Neelam

ARTICLES OF AGREEMENT made at Mumbai this 05th day of

JUNE

~~May~~ in the Christian Year Two Thousand Eighteen

Between **M/S. YASHRAJ CORPORATION** a registered

partnership firm, having its office at 100, Rushikesh

Apartment, G.K. Gokhale Road, Mulund (E), Mumbai,

400 081, hereinafter called "**THE SELLERS**" (which

expression shall unless it be repugnant to the

context or meaning thereof be deemed to mean and

include partner or partners for the time being of the

said firm, the survivor or survivors of them, their

respective heirs, executors, administrators and

assigns) of the **ONE PART AND SHRI. HARISHCHANDRA**

VASANT GIRKAR AND MRS. NEELAM HARISHCHANDRA GIRKAR

having their address at 228, Ramdoot Building No.2,

4th floor near Currey Road Railway Station, Mahadeo

Palav Marg, Mumbai-400012, hereinafter referred to as

"THE PURCHASERS" (Which expression shall unless it be

repugnant to the context or meaning thereof be deemed

to mean and include their heirs, executors and

administrators) of the **SECOND PART;**

Harishchandra

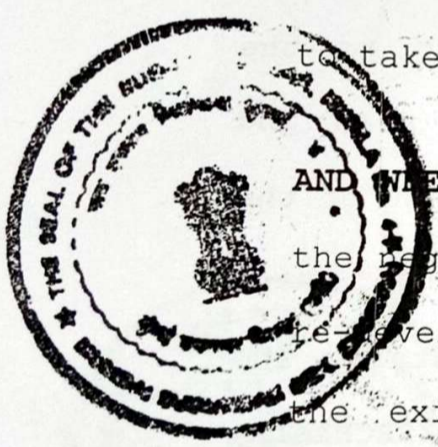
Harishchandra
Neelam

WHEREAS the OWNER
 herein is the
 2096 parcel of land

Smt. Vijaya Raghunath Sinhasane
 of all that piece and
 measuring about 496.1 sq.mtrs. area

with Structure standing thereon occupied by the OWNER
 herein known as "DEVDATTA BUNGLOW", bearing C.T.S.No.
 198 of Village - Mulund (East), Taluka - Kurla,
 District - Mumbai Sub-urban and which is more
 particularly described in the Schedule hereunder
 written. (For brevity's sake hereinafter referred to
 as "The Said Property").

AND WHEREAS the said "DEVDATTA BUNGLOW" has become
 very old and it has become very difficult for the
 OWNER herein to maintain the same and therefore the
 OWNER herein was looking out for a reliable Developer
 to take up the re-development of the said property.



AND WHEREAS the OWNER herein initiated and concluded
 the negotiations with the SELLER / DEVELOPER for the
 re-development of the said property by demolishing
 the existing structure and erecting new building
 thereon and to sell the components of the building so
 erected to the prospective purchasers after providing
 residential premises to OWNER herein and to form a
 Co-operative Housing Society of all the purchasers
 and to sell and transfer the said property together
 with the building to be erected thereon to such a Co-
 operative Housing Society.

AND WHEREAS as a result of the said concluded
 negotiations the OWNER has agreed to grant to the

[Signature]

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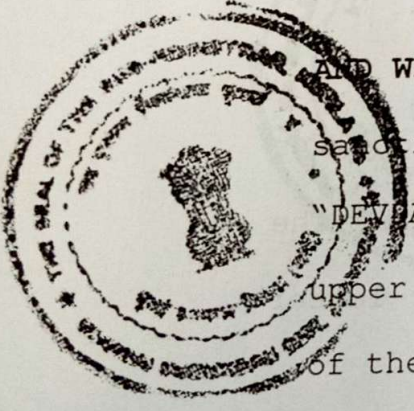
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AND WHEREAS, the said property is not affected by the Provisions of Urban and Ceiling Act.

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AND WHEREAS, the said property abut DP Road;		
2096		


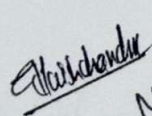
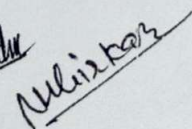
AND WHEREAS under the Development Control Regulation for Greater Mumbai, 1991 it is permissible to consume outside TDR / FSI on the said Property by treating the same as base land / recipient plot by amalgamating the said TDR / FSI with the FSI of the said Property;

AND WHEREAS, the Sellers have evolved a scheme to construct a multi-storeyed building consisting of stilt and ground plus 9 upper floors on the said property by consuming existing F.S.I. and additional T.D.R / F.S.I. which is procured from market as is permissible by Mumbai Municipal Corporation;



AND WHEREAS, the Sellers have got the building plans, sanctioned for the said Building to be known as "DEVGATTA" consisting of stilt and ground plus nine upper floors consuming the existing F.S.I. available of the said property and by using the said additional F.S.I. purchased and as permissible by Mumbai Municipal Corporation;

AND WHEREAS, the Sellers have engaged M/S MAHAJAN & ASSOCIATES an Architect, registered with the Council of Architects and have entered into an as Agreement prescribed by the Council of Architects, in respect

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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The Sellers shall construct a building comprising of stilt (Part) ground and nine upper floors on the said property more particularly described in the Schedule hereunder written in accordance with the plans, designs, specifications approved by the Mumbai Municipal Corporation being the Sanctioning Authority and the same have been seen and approved by the Purchaser with only such variations and modifications as the Sellers may consider necessary or as may be required by the said planning/sanctioning authority or concerned Department of State Government, to be made in them or any of them, provided that the Sellers shall have to obtain prior consent in writing of the flat/shop/garage Purchaser in respect of such variations or modifications which may adversely affect the area of the flat/shop/garage agreed to be purchased under this Agreement.



2) The Purchaser hereby agrees to purchase from the Sellers and the Sellers hereby agree to sell to the Purchaser flat/shop/garage No.502 admeasuring 715 sq. ft. (RERA Carpet) on Fifth Floor as shown in the floor plan thereof hereto annexed and marked ANNEXURE "D", with

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

covered/open Garage / Parking space No.NIL on
the Ground floor / Stilt in the building

"DEVDATTA TOWER" (hereinafter

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"the said Flat / the shop / the garage") for the

agreed consideration of Rs.98,00,000/- (Rupees
Ninety Eight Lakhs only) inclusive of being the

proportionate price of the common areas and
facilities appurtenant to the said

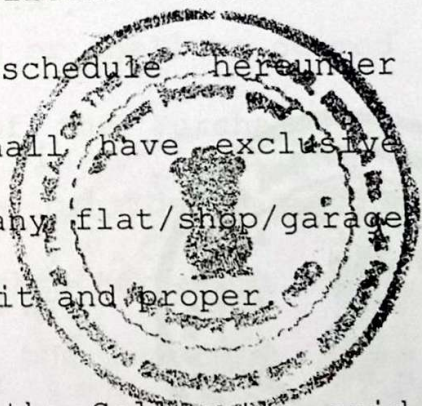
flat/shop/garage. The nature, extent and
description of the common/limited common areas

and facilities are more particularly described
in the Second Schedule hereunder written. The

sellers have retained with them limited or
special amenities & facilities which are

described in the third schedule hereunder
written and the sellers shall have exclusive

right to allot to them to any flat/shop/garage
Purchaser as they may deem fit and proper.



3) The Purchaser shall pay to the Seller the said
purchase price at Rs.98,00,000/- (Rupees Ninety
Eight Lakhs only) in the following manner:

a. Rs. 24,50,000/- on or before
execution hereof.

b. Rs. 4,00,000/- on commencing
Plinth work.

c. Rs. 4,00,000/- on commencing
1st slab work.

[Signature]

[Signature]

[Signature]

no. P51800004163; (hereinafter referred to as "the said RERA Act)

referred to as	
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45) Any disputes between the parties shall be settle amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

46) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963 and the rules made there under, read with said RERA Act, i.e. Real Estate (Development and Regulation) Act, 2016.

47) The Permanent Account Number (PAN) of the Sellers i.e. **M/s. YASHRAJ CORPORATION** is **AAAFY6456C** and PURCHASERS i.e. **SHRI. HARISHCHANDRA VASANT GIRKAR** is **AAXPG3651Q** AND **MRS. NEELAM HARISHCHANDRA GIRKAR** is **AUUPG8061B**.



SCHEDULE ABOVE REFERRED TO :

ALL THAT pieces of parcels of land or ground together with buildings "DEVDATTA BUNGLOW" standing thereon bearing C.T.S. No. 198, admeasuring 496.1 sq. mtrs. or thereabout situate, lying and being at Village : Mulund (E), Tal: Kurla, Dist. Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO :

[Signature]

Harishchandra
Neelam

- (i) Entrance lobby.
- (ii) Elevation.
- (iii) Elevator.
- (iv) Overhead & underground tanks.

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THE THIRD SCHEDULE ABOVE REFERRED TO :

- (i) Terrace on top floor. (retained by Sellers)
- (ii) Terrace adjacent to the flat/shop/garage.
- (iii) Open covered stilt Car parking spaces.

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

SIGNED SEALED AND DELIVERED
by the within named
"THE SELLERS"

M/S. YASHRAJ CORPORATION,
Through its partner
Shri. VIJAY VITHAL PANCHAL

in the presence of
1) Mahesh mungelkar



Signature



2) Prathmesh Dhotre

SIGNED SEALED AND DELIVERED
by the Within named
"PURCHASERS"
SHRI. HARISHCHANDRA VASANT GIRKAR
AND

MRS. NEELAM HARISHCHANDRA GIRKAR
In the presence of
1) Mahesh mungelkar



Harishchandra

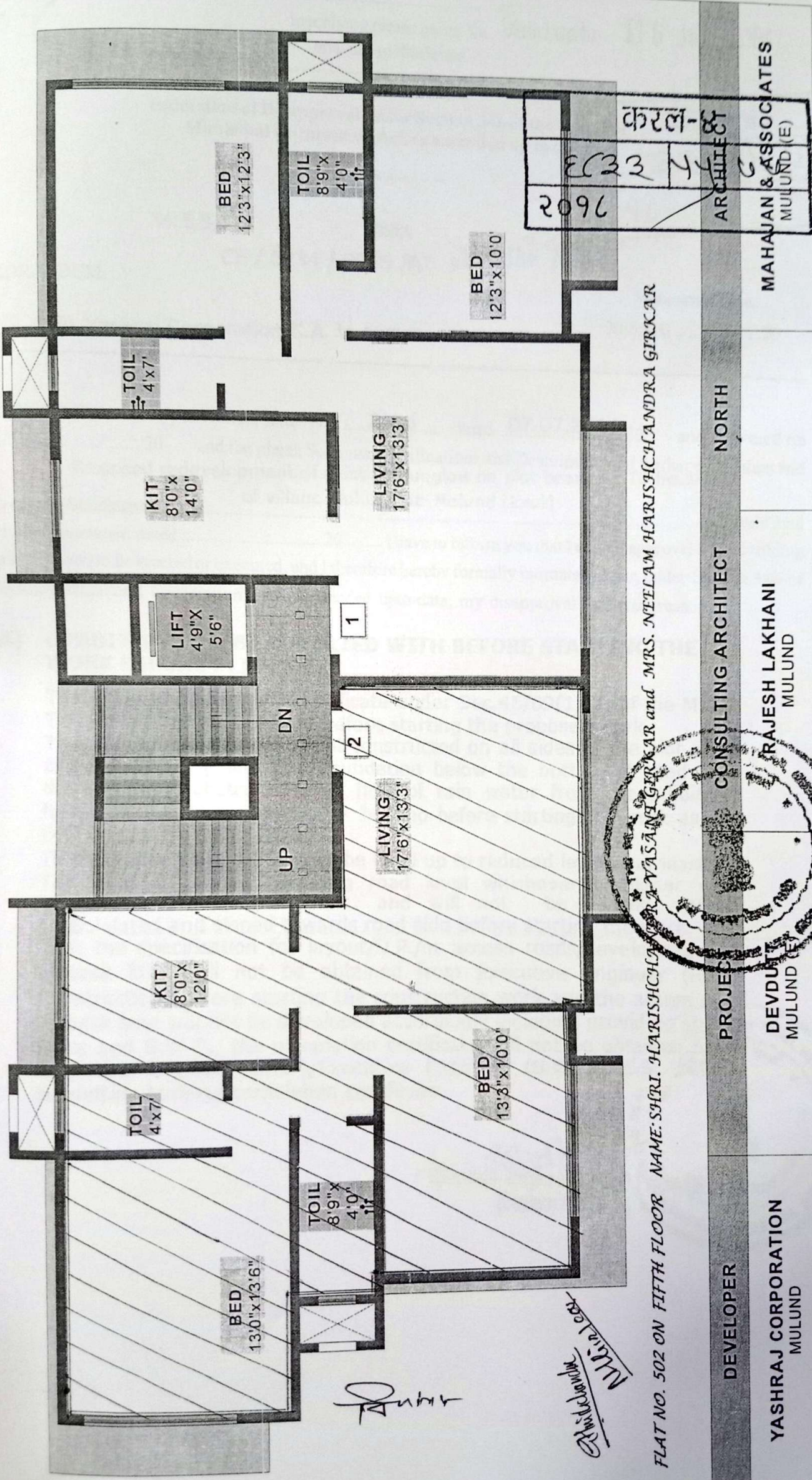
Neelambar



2) Prathmesh Dhotre

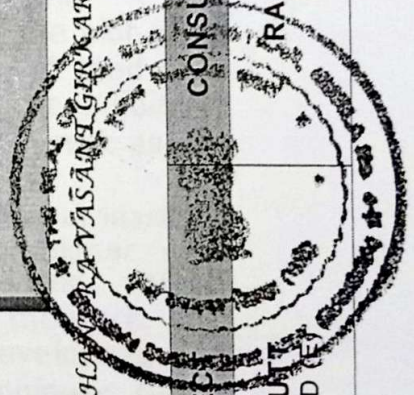


ANNEXURE "D"



FLAT NO. 502 ON FIFTH FLOOR NAME: SHRI. HARISHCHANDRA GIRKAR and MRS. NEELAM HARISHCHANDRA GIRKAR

2096	EC33	44	करल-8
			ARCHITECT
			MAHAJAN & ASSOCIATES MULUND (E)



DEVELOPER	PROJECT	ARCHITECT	NORTH
YASHRAJ CORPORATION MULUND	DEVDU MULUND (E)	CONSULTING ARCHITECT RAJESH LAKHANI MULUND	
			MAHAJAN & ASSOCIATES MULUND (E)

Handwritten signature and name:
 Shri. Harishchandra Girkar
 Mulund



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1334/T/337(NEW)

COMMENCEMENT CERTIFICATE

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EC33	E200
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To,
Mr. Vijay Panchal of M/s Yashraj Corporation C.A. to
Owner
101, Rushikesh Apt, off Gokhale road, Mulund(E),
Mumbai-400081

Sir,

With reference to your application No. CHE/ES/1334/T/337(NEW) Dated. 7/12/2013 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 7/12/2013 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. _____ C.T.S. No. 198 Division / Village / Town Planning Scheme No., Mulund (E) situated at Road / Street in T Ward Ward .

The Commencement Certificate / Building Permit is granted on the following conditions:--

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors,

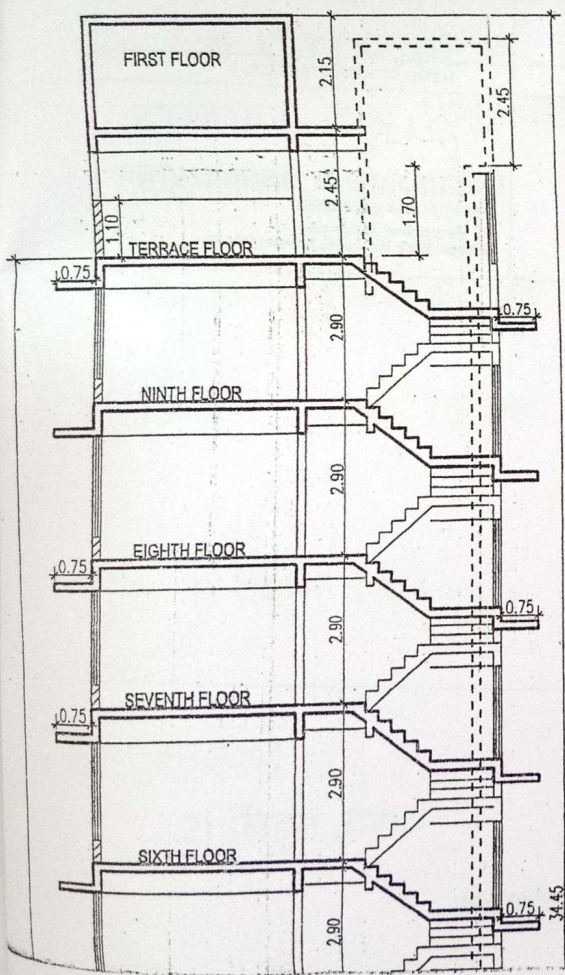
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KING AREA STATEMENT (AS PER NEW D.C.R.)

AREA OF FLATS	NO. OF FLATS.	PARKINGS REQD.
00-45 Sqmts.	NIL	NIL
45-60 Sqmts.	NIL	NIL
60-90 Sqmts.	18Nos.	18NOS.
25% VISITOR'S		4.50NOS.
TOTAL	18 Nos.	22.50 NOS.

PARKINGS REQD.=23 NOS
 PROP.PARKINGS =18 NOS.

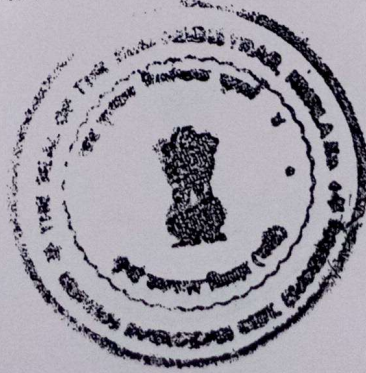


This plan is to be Read with letter No. Dy. Ch. F/PG-65 dated 16-01-14		SQ.MTS.
A. PROFORMA - AREA STATEMENT		
1.	AREA OF THE PLOT AS PER PRC.	496.10
2.	DEDUCTIONS FOR:	
	a) Road set back area	
	b) Proposed road area	
	c) Any reservations	
	TOTAL [a+b+c]	
3.	BALANCE AREA OF TE PLOT [1-2]	496.10
4.	DEDUCTIONS FOR 15% R.G. [If deductible]	
5.	NET AREA OF THE PLOT [3-4]	496.10
6.	ADDITIONS FOR FLOOR SPACE INDEX	
	i) 100% Set back	
	ii) 0.33 ADD F.S.I. (0.33 X 5)	163.71
	iii) SLUM T.D.R. (67 %) - road set back	332.39
	TOTAL	496.10
7.	FLOOR SPACE INDEX PERMISSIBLE	1
8.	PERMISSIBLE FLOOR AREA (5 x 7) + 6	992.20
9.	PROP. BUILT UP AREA	984.01
10.	F.S.I. CONSUMED	1.98
B. FUNGIBLE AREA STATEMENT		
1.	PERMISSIBLE FUNGIBLE AREA	347.27
2.	PROPOSED FUNGIBLE AREA	347.27
C. TENEMENT STATEMENT		
1.	PROPOSED AREA [AS PER ITEM 9 ABOVE]	1331.28
2.	LESS NON RESIDENTIAL AREA [Shops etc.]	
3.	AREA AVAILABLE FOR TENEMENT [1-2]	1333.80
4.	TENEMENT PERMISSIBLE (MAX.)450 / HECTOR	60.02
5.	EXISTING TENEMENT	
6.	TENMENTS PROPOSED	18 NOS.
D. PARKING STATEMENT		
1.	PARKING REQD. BY REGULATION (WITH 25% VISITS.)	23 Nos.
2.	COVERED GARAGES PERMISSIBLE (
3.	COVERED GARAGES PROPOSED	
4.	TOTAL PARKING PROVIDED	18 Nos.

CERTIFICATE OF AREA

CERTIFIED THAT I HAVE SURVEYED THE PLOT UNDER REFERENCE ON 15/01/2010 AND THE DIMENSIONS OF SIDES ETC. OF THE PLOT STATED ON THE PLANS ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT IS 86.30 SQ.MT. EIGHT HUNDRED SIXTY SIX POINT THIRTY) ONLY. AND TALIES WITH AREA STATED IN DOCUMENT OF OWNERSHIP/T.P.S. RECORDS.

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L PRODUCT

SIGN. OF ARCHITECT

CONTENTS OF SHEET

CERTIFICATE OF AREA

GROUND/PARTIALLY TILT FLOOR PLAN,
TERRACE FLOOR PLAN,
LOCATION PLAN, BLOCK PLAN,
LOT AREA DIAGRAM & AREA STATEMENT
SECTION-A-A.

Certified that I have surveyed the plot under reference on and that the dimensions of the sides, etc. of the plot stated on the plan are as measured on site and the area so worked out is ...585.80... sqm. and tallies with the area stated in the document of ownership / town planning scheme record.

Architect/LS

DESCRIPTION OF PROPOSAL & PROPERTY.

PROPOSED RE-DEVELOPMENT OF EXISTING BUILDING ON PLOT BEARING CTS NO.198 OF VILLAGE GAVANPADA MULUND EAST, MUMBAI

BRIHANMUMBAI MAHANAGAR PALIKA
Office of Dy. Chief Engineer. (Traffic)
Main Store Building, Dr. E. Moses Road, Worli - 400 018.

NAME OF OWNER: *VIJAY PANCHAL*
This Parking Layout plan is approved subject to conditions mentioned in this office letter U/No. Dy. Ch.E./P. E-65 (Traffic) Dt. 16-6-14
[Signature]
Ch. Engineer (Traffic & Co-ordination)

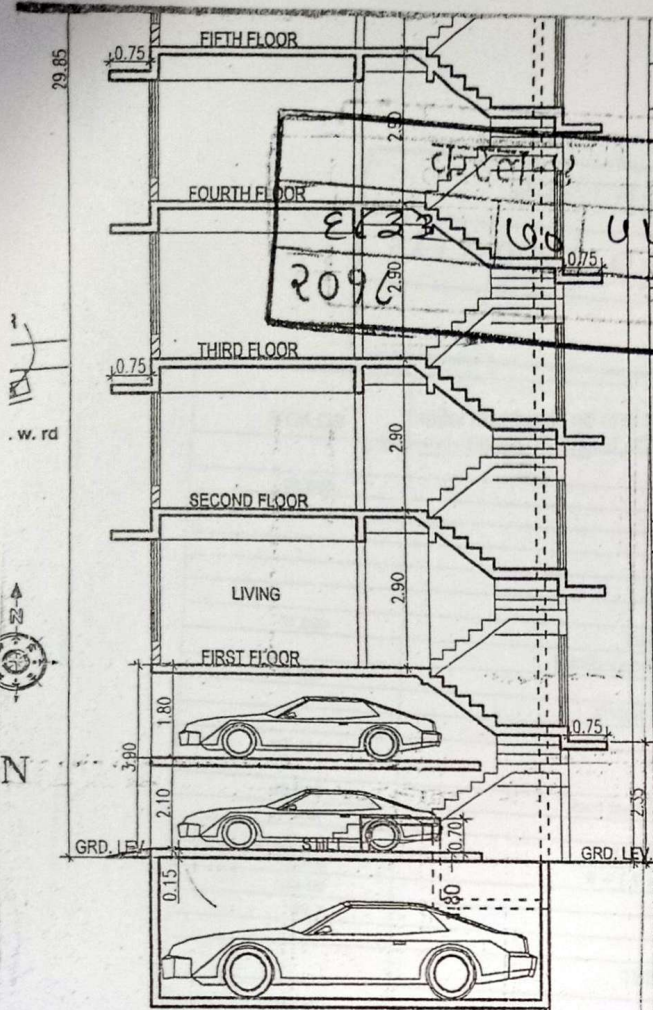
MR. VIJAY PANCHAL OF YASHRAJ CORPORATION
C.A. TO SMT. VIJAYA RAGHUNATH SINGASANE

REV.	DESCRIPTION	DATE	SIGN	SCALE	DRG. NO.	DRN. BY	CHKD. BY

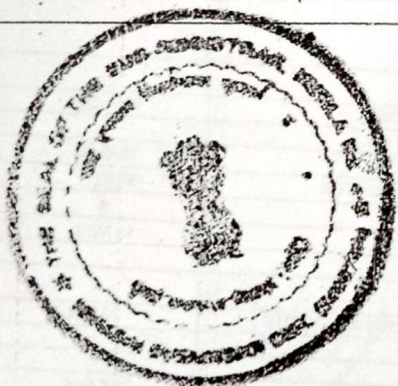
NORTH LINE

NAME OF ARCHITECT/LS.

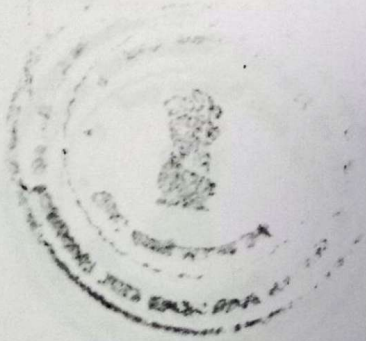
[Signature]
MAHAJAN & ASSOCIATES
ARCHITECTS & ENGINEERS
04, Bhagini smuti, Salvi wadi,
Mithagar Road, Mulund (E), Mumbai 400 081.



SECTION-A-A (SCALE 1:500)



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06/06/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4

दस्त क्रमांक : 6833/2018

नोंदणी :

Regn:63m

गावाचे नाव : मुलुंड

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	9800000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	9715853.7
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: प्लॉट नं 502, माळा नं: 5 वा मजला, इमारतीचे नाव: देवदत्त टॉवर, रोड नं: मुलुंड पूर्व, मुंबई 400081, इतर माहिती: एकूण क्षेत्रफळ 715 चौ फुट रेसा कारपेट ((C.T.S. Number : 198 ;))
(5) क्षेत्रफळ	1) 715 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असलेले तक्के.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मेसर्स यशराज कॉर्पोरेशन तर्फे पार्टनर विजय विठ्ठल पांचाळ वय:-55; पत्ता:- प्लॉट नं: ऑफिस नं 100, माळा नं: -, इमारतीचे नाव: ऋषिकेश अपार्टमेंट, ब्लॉक नं: जी के गोखले रोड, रोड नं: मुलुंड पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400081 पॅन नं:-AAAFY6456C
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- हरिश्चंद्र वसंत गिरकर वय:-49; पत्ता:- प्लॉट नं 228, 4 था मजला, रामदूत बिल्डिंग नं 2, करी रोड रेल्वे स्टेशन जवळ, महादेव पालव मार्ग, मुंबई, बेस्ट स्टाफ कूआन्टेन्स, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400012 पॅन नं:-AAXPG3651Q 2): नाव:- नीलम हरिश्चंद्र गिरकर वय:-43; पत्ता:- प्लॉट नं: प्लॉट नं 228, माळा नं: 4 था मजला, इमारतीचे नाव: रामदूत बिल्डिंग नं 2, ब्लॉक नं: करी रोड रेल्वे स्टेशन जवळ, महादेव पालव मार्ग, रोड नं: मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400012 पॅन नं:-AUUPG8061B
(9) दस्तऐवज करून दिल्याचा दिनांक	05/06/2018
(10) दस्त नोंदणी केल्याचा दिनांक	05/06/2018
(11) अनुक्रमांक, खंड व पृष्ठ	6833/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	490000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शोरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला (i) within the limits of any Municipal Corporation or any Cantonment