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# SHREEJEE APARTMENT

Godadev, Bhayandar (East)

Handwritten note: 179

## AGREEMENT FOR SALE

Flat No. 304.  
Floor 3<sup>rd</sup>  
Wing "A"

Shri/Smt. Sudas... Vishnu... Bamba...  
A/106... Shivshanti... S.R.P. H.S.G. Soc. Ltd.  
K.K. Mang... Mumbai

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Builders & Developers

## SHREENATH CONSTRUCTION

Vishal 3-B/205, Chicken Villa Road, Opp. Soni Wadi,  
Simpoli Cross Road, Borivli (West), Bombay-400 092.  
Tel.: 805 43 52, 805 59 70

Vertical text on the left margin: V... Ack Cer Mur GS Sta E-M Buy ST, RA Dr. Mu GS Sta

SI No 1

Amr Inc

997

Tab

Vertical text on the far left margin: R... N... FI... t... M...

15 m  
39 m

Ward No. : M  
 Revenue Village : Godadev  
 Old S. No. : 77  
 New S. No. : 5  
 Hissa No. : 6 Part  
 .....No. : .....  
 No. of floors : H.....  
 Built up Area : ...505 Sq. ft. S. B.  
 Consideration : Rs. 2,61,620/-  
 Market Value : Rs. 2,61,620/-  
 Stamp Duty : Rs. 3020.-  
 Paid : Rs. 3020.-

GENERAL STAMP OFFICE  
 EXTENDED SALES COUNTER  
 MUMBAI BLDG BANDRA (E)  
 MUMBAI - 400 051  
 MAH/GSO/010

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made at Bombay this day <sup>15</sup> of <sup>March</sup> in the Christian Year One Thousand Nine Hundred Ninety. Between M/S. SHREENATH CONSTRUCTION through its sole proprietor SHRI GHANSHYAM RATILAL MEHTA carrying on business at 205, 3-B, Vishal, Opp. Soniwadi, Shimpoli Road, Borivli (W), Bombay-400 092; hereinafter called THE DEVELOPERS (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his

15.3.98

INDIA 281993  
 MAHARASHTRA  
 STAMP DUTY  
 00047  
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BUILDER'S SIGNATURE \_\_\_\_\_

PURCHASER'S SIGNATURE \_\_\_\_\_

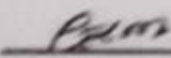
**I. M. PATEL**  
 Inspector of Stamps &  
 Proper Officer  
 G. S. C. M. M. R. D. A.  
 Mumbai-400 051.



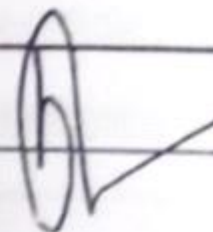
heirs, executors and administrators) of the ONE PART AND  
SHRI/SMT/M/s Sudas... Vishnu... Bumbarkar:  
.....having  
his/her/their address at H/106... Shivsmriti... Co. Op...  
M/s. S. S. Ltd... K. K. Nagar...  
.....hereinafter  
called THE PURCHASER (which expression shall unless it be  
repugnant to the context or meaning thereof, be deemed to mean  
and include his/her/their heirs, executors and administrators) of  
the OTHER PART;

- (a) WHEREAS one Smt. Savitaben Lallubhai Shah was the owner and or otherwise well sufficiently entitled to all that pieces or parcel of land bearing old S.No. 77, New S.No. 5, Hissa No. 6 (Part) admeasuring 1520 Sq mts i.e. equivalent to 1817.92 sq Yards situate, lying & being at Village - Godadev, Bhayandar (E), Dist. Thane. & more particularly described in the Schedule hereunder written (hereinafter referred to as the "said Property"). The 7/12 extract is attached and marked as Annexure "A". hereto And whereas By an Agreement for Sale Dt. 21st June, 1994 the said Smt. Savitaben Lallubhai Shah agreed to sell the said property to Shri Navin P. Shah for the consideration and on the terms and conditions therein contained.
- (b) And whereas by Virtue of the said Agreement for Sale the said Smt. Savitaben Lallubhai Shah executed an irrevocable power of attorney Dt. 21st June, 1994 in favour of Shri Navin P. Shah conferring upon him several rights inter alia to develop the said property.
- (c) And whereas Virtue of the said Agreement for sale Dt. 21.11.95 said Shri Navin P. Shah agreed to grant development rights of the said property in favour of M/s Shreenath Construction a proprietorship firm (herein called "The

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Developers\*) vide Agreement for Development Dt. 21.11.95 for the consideration and on the terms and conditions therein contained.

- (d) And whereas by virtue of Irrevocable power of attorney to the said Shri Navin P. Shah executed power of attorney in favour of Shri Ghanshyam Ratilal Mehta the sole proprietor of M/s Shreenath Constructions. Conferring upon him several rights for Development of the said property.
- (e) By and under the said Agreement dated 21.11.95 the said Shri Navin P. Shah have granted all the rights of development of the said property and have further expressly authorised and agreed to allow the Developers to develop the said property to construct building or buildings & on the said property more particularly described in the schedule hereunder written and to sell flat or flats or other units to the prospective flat/unit purchasers and to enter into Agreement for sale of such flats/shops units being these presents, under the provisions of the Maharashtra Ownership Flats Act, 1961 and ultimately to sell, transfer and convey the said property with the building or building thereon to the Developer herein or his nominee or nominees including a Co-operative Society/s which may be formed by the acquirers of the flat/shops Garage purchaser in the building to be constructed on the said property.
- (f) By an order dated 2.8.94 bearing No. ULC/TAW.S.H. S. 20/SR-660 passed by the Additional Collector and Competent Authority (ULC, Thane), Urban Agglomeration, Thane, the said Addl. Collector and Competent Authority has exempted the above referred property from the provisions of the Chapter III of Urban Land (Ceiling & Regulations) Act, 1976 subject to the conditions mentioned therein.

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ANNEXURE 'C' hereto.

(i) This Agreement for sale is for the sale of the units mentioned herein and has been entered into subject to the terms and conditions of the hereinabove rectified documents and orders passed by the concerned Authorities and the terms and conditions imposed and/or may be imposed hereinafter by the Mira-Bhayandar Municipal Council or other concerned authorities and subject to the variations and modifications which may be made by and decided by the developers themselves or agreed upon by the developers with the said Owner or Mira-Bhayandar Municipal council or any other Public Authorities from time to time.

(m) The Purchaser has agreed to acquire a unit as per the plans and designs sanctioned by the Mira-Bhayandar Municipal Council, in respect of the Building/Buildings/Structures to be constructed on the property more particularly described in the Annexure 'E' hereto at the price and upon the terms and conditions set out hereinafter.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers have commenced with the construction work of the building known as SHREEJI APARTMENT on the said property, as per the sanctioned plans, at Village - Godadev, Bhayandar, Taluka and District Thane and more particularly described in the ANNEXURE 'A' hereinunder written (hereinafter referred to for the sake of brevity, as the 'the said property'). The said sanctioned plans and specifications have been seen and approved of, by the Purchaser and having satisfied himself/herself about the same, he/she/they have agreed to purchaser the same, however it is agreed that the Developers shall be

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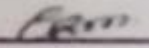


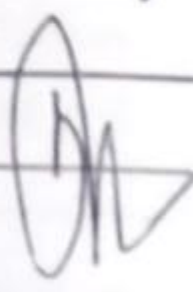


entitled to make such variations as may be directed by the Mira-Bhayandar Municipal Council and/or by any other authority concerned and/or by the developers themselves.

2. The Purchaser hereby declares that before execution of this Agreement, the Developers have given him the complete information of the following facts and inspection of the entire set of title, deeds, plans etc. as follows.

- a) Nature of Development work and the Owners rights, and title to the said property and encumbrances thereto, alongwith all relevant documents.
- b) All plans and specifications duly approved and sanctioned by the Mira-Bhayandar Municipal Council of the building being constructed on the said property.
- c) Nature and particulars of fixtures, fittings and amenities to be provided in the Building to be constructed on the said property.
- d) All particulars of design and materials to be used in construction of the building on the said property.
- e) The nature of organisation of person to be constituted and to which the title to be passed, being either a Co-operative Housing Society governed by the provisions of Maharashtra Co-operative Societies Act, 1960 or a Private Limited Company to be governed by the provisions of Companies Act, 1956 and/or an Apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970.
- f) The various amounts that are to be paid interalia towards the ground rent, betterment charges, land revenue, assessment, municipal and other taxes and water and electricity

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charges including water deposit and electricity deposits which would be for the time being in force.

- g) The list of the Amenities to be Provided by the Developers to the Purchaser is attached herewith and marked as Annexure 'D' hereto.

3. The purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and Orders passed by the concerned Authorities and after taking the inspection of the entire set of title, deeds, plans, etc. he has entered into this Agreement.

4. The Developers hereby declare that

- a) The buildings shall be constructed in accordance with the plans and specifications approved and sanctioned by Mira-Bhayandar Municipal Council and all other concerned authorities.
- b) Possession of the said Flat/Shop shall be handed over to the Purchaser on or before such date that may be mutually agreed upon, by and between the parties hereto.
- c) The Carpet Area of the said Flat including area of balcony shall be 505 sq. ft. <sup>58</sup> i.e. .... sq. meters. The said Flat is as per the copy of the plan annexed hereto as ANNEXURE 'E'.
- d) The price of the Flat/Shop is fixed at Rs. 2,64,620/- (Rupees Two lakh sixty four thousand six hundred twenty only) which the purchaser shall pay to the Developers as per the Schedule written hereinunder.

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i. Earnest Money on or before execution of this Agreement	Rs. 39,633/.....
ii. On or before Plinth	Rs. 39,633/.....
iii. On or before 1st Slab	Rs. 26,462/.....
iv. On or before 2nd Slab	Rs. 26,462/.....
v. On or before 3rd Slab	Rs. 26,462/.....
vi. On or before 4th Slab	Rs. 26,462/.....
vii. On or before 5th Slab	Rs. 26,462/.....
xi. On or before External and Internal wall work	Rs. 21,170/.....
xii. On or before Internal and External Plastering	Rs. 13,231/.....
xiii. On or before Tiling Flooring work	Rs. 13,231/.....
xvi. On or before Possession.	Rs. 5,292/.....

e) After the disposal of all flats/units the Both Purchaser & Developers shall form a co-operative Housing Society under the Provisions of the Maharashtra Co-operative Societies Act, comprising of all the flat Purchasers or a Private Limited Company governed by the Provisions of the Maharashtra Apartments Ownership Act, 1970.

f) The percentage of the undivided interest of the Purchaser in the common areas and the facilities limited or otherwise pertaining to the flat/shop agreed to be sold herein, shall be in proportion of the area of the flat agreed to be sold herein to the total common areas and facilities limited or otherwise as disclosed by the Developers to the Purchaser.

5. The Purchaser has been given inspection of all the documents and orders recited herein and also the documents referred to therein AND ALL other paper/papers and documents relating to the title of the said property. The purchaser hereby accepts and deemed to have accepted the Developers rights to modify

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*[Handwritten signature]*

the terms and conditions of any of the said plans and documents and agrees to abide, observe and perform the same as far as they are applicable to the said unit and the said building. The purchaser hereby accepts and shall always be deemed to have accepted the title of the said owner and the Developers to the said property and agrees not to raise any requisition or objection in connection therewith and in respect thereof initiate any proceedings in connections therewith.

6. The Purchaser hereby irrevocably grants to the Developers, rights to modify the terms and conditions of any of the said Agreements, documents and agrees to abide, observe the same, so far the same are applicable to the said unit and the building structure/s.

7. The certificates of marketability of the Title of the said property has been issued by SHRI G.R. BELLANI, ADVOCATE, HIGH COURT, BOMBAY, which is annexed herewith and marked as ANNEXURE 'B' alongwith the plans as mentioned hereinunder and the Purchaser therein has accepted the said title of the said property as mentioned herein alongwith the specification design, elevation, sanction and the details of the said building, bungalow on or before execution of this Agreement, without any objections of whatsoever nature.

8. The Purchaser has agreed to acquire a Flat/Shop/Garage/  
Parking Space No. 304-A on 3<sup>rd</sup>  
floor in Building having 2 rooms and a kitchen, a copy  
of the plan is hereto annexed and marked as ANNEXURE 'E',  
the Building known as SHREEJI APARTMENT for a sum of  
Rs. 2,61,620/- (Rupees two lakh sixty  
four thousand six hundred twenty only)  
to be paid as per the schedule shown hereinabove. The time for  
payments of each of the instalments shall be the essence of the  
contract.

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9. The purchaser admits that he has taken the inspection of all the documents required to be given by the Developers under the provisions of the Maharashtra Ownership Flats Act.
10. The Purchasers hereby agrees and confirm that the Developers shall have irrevocable rights for the purpose set out herein and the Developers shall be entitled to exercise the same as if the Purchaser had given to the Developers the written prior consent, the right and authority for the purposes set out hereinbelow.
- a) Without modifying the plan of the said unit the Developers shall be entitled to amend, modify and/or vary the building plans and/or the layout and/or sub-division plan and also the specification in respect thereof.
  - b) The Developers shall be entitled to consume such FSI as may be available in respect of the said property or any part thereof or otherwise on the said property or any part thereof or otherwise on the said property at present or in future and for the purpose of consuming such balance and/or additional floors as the Developers may think fit and proper.
  - c) The Purchaser and/or the Society or Association of the Purchasers of all the Units shall not raise any objection on any ground as to the Developers rights, reserved hereinunder:
  - d) The Developers shall be entitled after consuming such balance and/or additional FSI by constructing tenements to sell such tenements for such permissible user as the Developers may think fit and proper to any persons or person for such consideration as the Developers may in their absolute discretion, think fit and proper.
  - e) The structure which may be put up for consuming the balance floating/or additional F.S.I. available by demolition of

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the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the purchaser even though such plans may be sanctioned in future.

- f) The Purchaser of the Unit herein and all the other Purchasers of the Units in the said Building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, and common areas, inclusive of the garden area, and that the right of the Purchaser is confirmed only to the Unit agreed to be sold.
- g) The Purchaser hereby agrees and undertake to execute and deliver a letter according to consent under Section 7 of the Maharashtra Ownership Flats Act without raising any objections.
- h) Irrespective of the possession of the Unit being given to the Purchaser and/or the Management being given to the Ad-hoc Committee of the Unit Purchaser the rights under this clause and/or under this Agreement reserved for the Developers for exploiting the potentiality of the said property shall be subsisting and shall continue to be vested in the Developers till the conveyance is executed and the Developer shall be entitled to execute the Conveyance reserving such rights in the said property in favour of the Developers as may be outstanding at the time of execution of the Conveyance.
- i) The Developers shall be fully entitled to grant right of way out of and from the said property to the adjoining property, owners/occupants at any time and that the purchaser shall not raise any objection in that behalf.

11. The Purchaser agrees and gives his/her irrevocable con-

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sent that the Developers shall have right to make additions, amendments and alterations in the plans and/or to the said buildings or any part thereof for any user to change the user (excluding the said Unit) including to raise additional storeys or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include the right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plan as may be permitted by the Mira-Bhayandar Municipal Council or the other authorities and such additional structures or storeys or units shall be the sole property of the Developers who shall be entitled to deal with or dispose of the same. The purchaser shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Developers who shall have the exclusive right of use of the said terrace and the parapet walls when the property is transferred to the Co-operative society subject to access thereof to attend to any leakage from the terrace and/or to the water tank of the said terrace or to carry out any repairs. The Developers shall also be entitled to display board and/or hoardings on the parapet walls of the said property or any part thereof even after the said property is conveyed in favour of the Co-operative Society or the Unit Purchasers or Association of persons or body corporate as the case may be.

12. The Purchaser shall have no claim or right to any part of the said property and also to any other part or parts of the said buildings other than the said unit agreed to be purchased by him/her. All open spaces, parking spaces, staircases, terraces, part-terrace, compound walls/fences, balance F.S.I. etc. shall always be the property of the Developers.

13. It is agreed between the parties hereto that if the Develop-

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ers fail to give possession of the said flat in accordance with the terms of this Agreement on the date mutually agreed by the parties hereto, or if, the Developers and or their agent for the reasons beyond their control are unable to give possession of the flat by the specified date or other agreed date then in such case, the Developers shall without prejudice to their rights reserved hereinunder refund the amounts already received by them in respect of the Flat with simple interest at the rate of 9% per Annum from the date they received the same till the date the amounts and interest thereon is refunded and such amount and interest shall be a charge on the land and construction, if any thereon to the extent of amounts due but subject to any prior encumbrances.

14. The Purchaser hereby agrees to pay all the amounts due and payable under this Agreement on the stipulated date and if the Purchaser fails to comply with or contravene the provisions of this Agreement, he/she shall be liable to actions contemplated under Section 12 of the Maharashtra Ownership Flats Act.

15. The Purchaser hereby agrees that all necessary facilities, assistance and co-operation will be rendered by him to the Developers to enable the Developers to make any additions and alternations and/or to raise additional storey or storeys or structure/s in accordance with the plans sanctioned or which may be hereafter sanctioned by the Mira-Bhayandar Municipal Council and the Purchaser hereby further agrees that after the proposed co-operative society is registered the Purchaser as a member and share holder of such society shall accord his/her consent through such society giving to the Developers to change the users, to make the said additional storeys which may be constructed by the Developers and also for the aforesaid purpose to shift the water tanks on the upper floors when so constructed. It is further agreed that if there is any increase in the floor space index (FSI), the future benefit of such increase shall always be-

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long entirely to the Developers to the exclusion of the Purchaser and/or such society and the Developers may utilise such increase in the FSI on the said property or elsewhere at their absolute discretion and the Purchaser hereby irrevocably consents to the same. The Purchaser shall not be entitled to any of the aforesaid things or claim any reduction in price of the said Unit agreed to be acquired by him/her or to the compensation or damage on the ground of inconvenience or any other ground including the loss of air and/or any rights of easements. The purchaser shall not have any right of easement by way of air, light or otherwise in respect of the said Unit or any portion of the said property till the Developers confirm and inform in writing that the said project is completed.

16. The Developers agree to complete the said building as provided hereinabove subject to the availability of materials and subject to strike, civil commotion or any act of God such as earthquake, floods or any other natural calamities or act of enemy or any other cause or circumstances beyond the control of the Developers.

17. The Purchaser agrees to sign and deliver to the Developers before making possession of the said unit and also thereafter all writings and papers as may be reasonably necessary and required by the Developers including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formations and registrations of the Co-operative Society.

18. Until the said property is transferred by the Developers to the Co-operative Society by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Developers, to the Co-operative Society and intimation of the same is received by the Purchaser, the Purchaser shall be bound and liable to pay to the Developers regularly and punctually all contributions and other amounts to

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PURCHASER'S SIGNATURE [Signature]

The first part of the agreement shall be...

The following conditions in this agreement shall be...

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