

वसई-३
दस्त क्र. १७०२५/२०२३
६१००

AGREEMENT

THIS AGREEMENT made and entered into at Naigaon (East), Tal. Vasai, Dist. Palghar on this 24th day of August 2023, BETWEEN: **M/s. SHREE GANESH DEVELOPERS**, a partnership firm having office at 3, Leela Kunj, B.P. Road, Bhayandar (East), Thane 401105, hereinafter referred to as the "**PROMOTER**" (which expression unless it be repugnant to the context or meaning thereof shall deem to mean and include the said firm and its partner or partners from time to time and their respective heirs, executors, administrators and assigns) of the **ONE PART**

AND

MR. MR. VIJAY HARIDAS JETHWA & MRS. JAYSHREE VIJAY JETHWA having address at Room No. 13, Chawl No. 3, Sai Baba Nagar, M. G. Road, Near Hanuman Mandir, Kandiwali West, Mumbai 400067, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the **OTHER PART**.



Jayshree

Jayshree

Jayshree

WHEREAS:

1. Shri Manik Kashinath Mhatre, Smt. Jaya Vishnu Gharat and Smt. Hausa Pandurang Kalmate were the joint owners of land bearing Old Survey No. 297 (Part), New Survey No. 353, Hissa measuring 19750 sq. meters, situate, lying and being at Village Juichandra, Taluka Vasai, District Palghar, in the Registration Office Vasai and now within the limits of the City of Vasai Virar Municipal Corporation (hereinafter referred to as the "Said Larger Property" for the sake of brevity and convenience).

2. In the capacity of constituted attorney of Smt. Jaya Vishnu Gharat and Smt. Hausa Pandurang Kalmate, Shri Manik Kashinath Mhatre had got executed in his favour a Deed of Release, dated 9th October, 2007, registered in the office of Sub-Registrar of Assurance at Vasai under Sr. No. 10044 of 2007 in respect of undivided share of Smt. Jaya Vishnu Gharat and Smt. Hausa Pandurang Kalmate in the larger property.

3. On the basis of registered Deed of Release, dated 9th October, 2007, the names of Smt. Jaya Vishnu Gharat and Smt. Haus Pandurgang Kalmate came to be removed from the 7/12 extract of the larger property vide a Mutation Entry No. 6548, dated 2nd January, 2008.

4. By an Agreement for Sale cum Development, dated 31st December, 2012, registered in the office of Sub-Registrar of Assurance at Vasai under Sr. No. Vasai-2/700/2013, Shri Manik Kashinath Mhatre and his family members namely Smt. Kamlabai Manik Mhatre, Shri Haresh Manik Mhatre, Shri Bharat Manik Mhatre, Shri Nityanand Manik Mhatre and Vandana Manik Mhatre had agreed to sell, transfer and assign their right, title and interest in respect of an area measuring 5801 sq. meters, forming the portion of the larger property to the Promoter herein for the consideration mentioned therein.

5. In pursuance of an Agreement for Sale cum Development, dated 31st December, 2012, Shri Manik Kashinath Mhatre and his family members namely Smt. Kamlabai Manik Mhatre, Shri Haresh Manik Mhatre, Shri Bharat Manik Mhatre, Shri Nityanand Manik Mhatre and Vandana Manik Mhatre had executed an Irrevocable General Power of Attorney, dated 31st

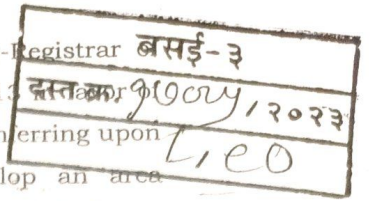


[Handwritten Signature]

Josephlee

[Handwritten Signature]

December, 2012, registered in the office of Sub-Registrar Assurance at Vasai under Sr. No. Vasai-2/12/2013 partners of the partners of the Promoter herein conferring upon them several powers inter-alia power to develop an area admeasuring 5801 sq. meters, forming the portion of the larger property.



6. Being aggrieved by a Deed of Release, dated 9th October, 2007 got executed and registered by Shri Manik Kashinath Mhatre in his favor on the basis of Power of Attorney executed by Smt. Jaya Vishnu Gharat and Smt. Hanusa Pandurang Kalmate in respect of their undivided share in the larger property, Smt. Jaya Vishnu Gharat and Smt. Hanusa Pandurang Kalmate had filed a Special Civil Suit No. 4 of 2013 in the Court of Civil Judge (S.D), Vasai against Shri Manik Kashinath Mhatre, Smt. Kamlabai Manik Mhatre, Shri Haresh Manik Mhatre, Shri Bharat Manik Mhatre, Shri Nityanand Manik Mhatre, Vandana Manik Mhatre and the Promoter for seeking an order of declaration, partition and injunction in respect of the larger property.
7. By a Memorandum of Understanding, dated 1ST January, 2013, Smt. Jayabai Vishnu Gharat and her daughter Smt. Shalini Kisan Mokal, Smt. Hausabai Pandurang Kalmaste and her children namely Smt. Sangeeta Deepak Patil, Smt. Sujata Suresh Patil, Smt. Sonali Gunaji Parab, Shri Manesh Pandurang Kalmaste and Shri Santosh Pandurang Kalmaste had agreed to sell their undivided share in the said larger property to Shri Vijayanand Shridhar Patil for the consideration mentioned therein.
8. Pending the hearing and final disposal of Special Civil Suit No. 4 of 2013, the parties thereto had settled their dispute in respect of the said larger property and accordingly, on 15th September, 2014, the parties to the said suit had filed a Compromise Purses and in terms of Comprise Purses, dated 15th September, 2014, the Ld. Civil Judge (S.D.) Vasai was pleased to pass a Consent Decree in Special Civil Suit No. 4 of 2013.
9. By virtue of Consent Decree, dated 15th September, 2014 passed in Special Civil Suit No. 4 of 2013, Smt. Jaya Vishnu Gharat and Smt. Hanusa Pandurang Kalmate became the owners of an area admeasuring 7300 sq. meters forming the portion of the said larger property.



[Handwritten signature]

Jayshree

[Handwritten signature]

IN WITNESS WHEREOF the parties hereinabove named have set their respective hands and signed this agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

वसई-३
११/००४/२०२३
३०/६०

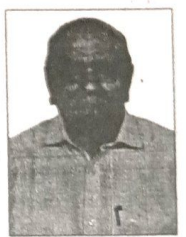
FIRST SCHEDULE ABOVE REFERRED TO

Building No. 4 Wing "A & B" respectively, consisting of Stilt + Seven Upper Floors on an area admeasuring 3201.58 sq. meters forming the portion of Old Survey No. 297 (Part), New Survey No. 353, Hissa No. 1, situate, lying and being at Village Juchandra, Taluka Vasai, District Palghar, in the Registration Office Vasai and now within the limits of the City of Vasai Virar Municipal Corporation.

SECOND SCHEDULE ABOVE REFERRED TO

Flat No. 502, admeasuring 23.95 Sq. Meter Carpet on the 5th floor, A-Wing, in Building No. 4, Known as "SHREE GANESH" to be constructed in the layout of the property described in the First Schedule hereinabove written.
Parvati Nagar

SIGNED, SEALED AND DELIVERED
by the with named "ALLOTTEE/PROMOTER"
(including joint buyers)



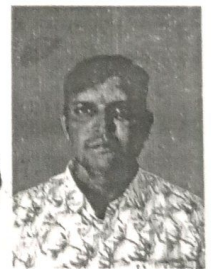
M/s. SHREE GANESH DEVELOPERS

It's Partner
Shri Suresh Mohanlal Mehta
in the presence of WITNESSES:

- 1. Naresh
- 2. [Signature]

Suresh Mehta

SIGNED, SEALED AND DELIVERED
by the with named "PURCHASER'S"
MR. VIJAY HARIDAS JETHWA



MRS. JAYSHREE VIJAY JETHWA Jayshree

in the presence of WITNESSES:

- 1. Naresh
- 2. [Signature]

