



Thursday, February 17, 2011

11:32:18 AM

Original

नोंदणी 39 म.

Regn. 39 M

उल्हासनगर 3

पावती

पावती क्र. : 824

दिनांक 17/02/2011

गावाचे नाव मोरीवली

दस्ताऐवजाचा अनुक्रमांक उहन3 - 00824 - 2011

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: मे. ए. आर. सल्फोनेटस प्रा.लि. तर्फे संजय बॅनर्जी - -

| | | |
|--|------------|-----------------|
| नोंदणी फी | :- | 11670.00 |
| नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (57) | :- | 1140.00 |
| एकूण | रु. | 12810.00 |

आपणास हा दस्त अंदाजे 11:46AM ह्या वेळेस मिळेल

दुय्यम निबंधक

उल्हासनगर 3

बाजार मुल्य: 1166500 रु. मोबदला: 1051078 रु.

भरलेले मुद्रांक शुल्क: 52600 रु.

सह दुय्यम निबंधक वर्ग - २,
उल्हासनगर क्र. ३



दस्तक्रमांक व वर्ष: 824/2011

Thursday, February 17, 2011

11:35:25 AM

मुख्यम विबंधक: उल्हासनगर 3

नोंदणी 63 म

Regn: 63 m e

सूची क्र. दोन INDEX NO. II

गावाचे नाव : मोरीवली

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,051,078.00
बा.भा. रु. 1,166,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: मौजे मोरीवली ता.अंबरनाथ गट न. 39, हि.न पैकी, सि.स.न. 9575अ, हार्मोनी, बिल्डींग न. 01, विंग -बी, चौथा मजला, निवासी सदनिका न. -401, चटई क्षेत्र- 521 चौ. फूट + 38 चौ.फूट ओपन टेरेस.
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे.श्री स्वामीनारायण एंटरप्रायजेस तर्फे भागिदार बेचर राघवजी पटेल तर्फे कबुलीजबाबाकरिता कु.मु.धा.म्हणून संजीव निंबा चव्हाण- ABOFS3402K - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: प्लॉट न. 30, जीवन दीप बिल्डींग, सूर्योदय सोसा. अंबरनाथ; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मे. ए. आर. सल्फोनेटस प्रा.लि. तर्फे संजय बॅनर्जी - -; घर/फ्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: प्लॉट न. एन-41 अॅडीशनल अंबरनाथ; शहर/गाव: आंद नगर; तालुका: अंबरनाथ; पिन: -; पॅन नम्बर: AAECA8617Q.
- (7) दिनांक करून दिल्याचा 15/02/2011
- (8) नोंदणीचा 17/02/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 824 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 52590.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 11670.00
- (12) शेरा



मी पत्तक
मी शापको
मी स्वभाव पेटकी

मुख्य विबंधक, उल्हासनगर-3

Stamp Franking checked & Verified with Bank and found correct.

| | |
|---|---|
| Nature of Document | Agreement for Sale Jt. Sub-Registrar Class-2. |
| Registration Details | Registrable, at SRD, <u>Ambernath - No. 3.</u> |
| Franking Unique No. | <u>56271</u> |
| Property Description in brief | Flat no. 401, Bldg No. 01, "B" Wing, 4 th Floor, Orchid Petals, Shree Swaminarayan Enterprises, Gutt No. 39, Village Morivali, Near Mhada Colony, Ambarnath (East) |
| Consideration Amount | 10,51,078/- |
| Stamp Purchasers Name | M/s. A . R. SULPHONATES PVT.LTD., |
| Name of the other party | Shree Swaminarayan Enterprises. |
| If through Name & Address | .. |
| Stamp Duty Amt. In words | Rs. 52,600/- (Rs. Fifty Two Thousand Six Hundred Only) |
| Authorised Person's full Signature & Seal | For AMBERNATH JALPHAND BANK LTD. Ambernath <i>[Signature]</i> |

Ward No. .., Village Morivali,
Flat No. 401, Bldg No 01, "B" - Wing
Floor. 4th

Area Admeasuring about 521 Sq. ft (Cartpet) + 38 Sq.ft (Terrace).
Actual Value Rs. 10,51,078/-
Market Value Rs. .. /-

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दस्त क्र. ९४/२०११
२ ५५५६

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT AMBERNATH, TALUKA - AMBERNATH ON THIS 15th DAY OF Feb 2011.

BETWEEN

M/s. SHREE SWAMINARAYAN ENTERPRISES (PAN NO. ABOFS3402K), a registered Partnership Firm, through its Partner Shri Bechar Raghaji Patel, having its office at Jeevandeep Building, Plot no. 30, Suryodaya Co-operative Housing Society Ltd, Ambarnath (E), Dist - Thane, hereinafter called and referred to as the PROMOTER/ BUILDERS/ DEVELOPERS (Which expression shall unless it the repugnant to the context or meaning thereof mean and include its executors, successors, survivors, partners constituting the said firm for the time being in force, administrators and assigns) the PARTY OF THE FIRST PART.

AND

[Signature]

[Signature]

FOR AMBERNATH JALPHAND BANK LTD.
Authorised & Secretary
Authorised & Secretary
D-51/STPV/C.A.1084/01/09/645-49/09
AMBERNATH JALPHAND BANK LTD
AMBERNATH, 42, LORAGAVYA
TILAK PATH
AMBERNATH (WEST) - 421 501
R. 0052600/- PB66
121302
FEB 11 20
MAHARASHTRA

1. M/s. A. R. SULPHONATES PVT. LTD., MR. SANJAY BANERJEE,
the signatory for M/s. A. R. SULPHONATES PVT. LTD, aged about
47 years, Occupation SERVICE, R/o Plot No. N - 41, Additional
Ambernath MIDC, Anand Nagar, Dist. Thane - 421501,
Maharashtra, hereinafter called and referred to as the PURCHASER/S
(which expression shall unless it be repugnant to the context or meaning
thereof mean and include his / her / their respective heirs, executors,
administrators and assign) the PARTY OF THE SECOND PART.

WHEREAS one Shri. Dattatray Bhiva Sorkhade and others R/o
Village - Bhal, Taluka - Ambernath, Dist - Thane, is seized and possessed of
and well and sufficiently entitled to all that piece and parcel of land converted
to Non Agriculture use lying and situated at Gut No. 39, Hissa No. Part,
Corresponding C.T.S No. 9575- A, Area admeasuring about 10,000 Sq.
Meters, situated at Revenue Village - Morivali, Ambernath (E), Taluka
Ambernath, Dist-Thane, within the Municipal Precincts of the
Municipal Council, hereinafter for the sake of brevity called and referred to as
"THE ENTIRE SAID PROPERTY".

AND WHEREAS by an development agreement made on 16/03/1995
and consequent thereupon Power of Attorney dated 06/11/95, entered and
executed by and between the said land owners namely Shri. Dattatray Bhiva
Sorkhade and other, therein referred to as 'The Owner' of One Part and M/s
B. B. Jagtap and Associates, a Partnership Firm, through its Partner Mrs.
Manisha Sheelratna Jagtap, having its office at Shanti Bhavan, Near Jatale
Hospital, Ambernath (W), Dist - Thane, therein referred to as "The
Developer/Builder" of the Other Part, the said owners has agreed to sell
development rights of the SAID PROPERTY unto the Developers and the
said Development Agreement dated 16/03/1995 and Power of Attorney
Dated 06/11/95 were subsequently duly registered under deed of declaration
executed by M/s B. B Jagtap and Associates Dated 01/07/08 at Serial No.
3258-2008 & 3259-2008 respectively, on 01/07/08, before Sub-Registrar
Assurance, Ulhasnagar.

AND WHEREAS by said development agreement 16/03/95 and power of
attorney dated 06/11/95, the owners has given authority and power to
Developers to delegate the powers of development of the said land or any
part thereof to any other person, firms etc on such terms and conditions, as
the Developers may think fit, but without prejudice to the rights of the
Owners under the development agreement dated 16/03/95 against the
Developers.

AND WHEREAS under the aforesaid power and authorities vested in
favour of the said M/s B. B. Jagtap and Associates, they had commenced

1/1/2008

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| Ambernath - 3 |
| दस्तावेज क्र. ९४/२०११ |
| १६/०३/१९९५ |

STRUC-TECH CONSORTIUM " , Having its office at **103, Sanjeevani Apt. Above Monginis Shop, Badlapur (E)** for the preparation of the structural designs and drawing of the building and the PROMOTERS / BUILDERS accept the professional supervision of the Architects and the R.C.C Engineer, till the completion of the building.

AND WHEREAS the Purchaser has represented to the Builder that they require suitable flat for their own accommodation.

AND WHEREAS the Purchaser demanded from the Developer / Builder and the Developer / Builder has given the inspection of all the documents of title relation of the said land to the Purchaser and the plans, designs, specifications prepared by the Promoters Architect.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the DEVELOPERS / BUILDER to the said property and copies of 7/12 extract, and the floor plan approved by the local authority have been annexed hereto.

AND WHEREAS the DEVELOPER / BUILDER has got approved from the concerned local authority the plans, specifications, elevation and details of the said Building (hereinafter referred to as "THE SAID PLANS").

AND WHEREAS while sanctioning the Said Plans, the concerned local authorities has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPER / BUILDER while developing the said property and the said building, upon due observance and performance of which only the completion and / or Occupation certificate in respect of The Said Building shall be granted by the concerned local authority.

AND WHEREAS the Purchaser applied to the DEVELOPERS / BUILDERS for allotment to the Purchaser Flat No. **401** on the **4th** Floor, area admeasuring about **521** Sq. ft. Carpet + **38** Sq.ft. Terrace (Carpet) in the **Building No. 01, "B" Wing, "HARMONY"**.

AND WHEREAS relying upon the said application and agreement, the DEVELOPERS / BUILDER agreed to sell the Purchaser the

Flat at price / consideration of Rs. **10,51,078/- (Rupees Ten Lacs Fifty One Thousand Seventyeight Only)** on the terms and conditions hereinafter appearing.

NOW THIS PRESENTS WITHNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

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1. THE DEVELOPERS / BUILDER Shall construct the building consisting of Ground and Seven upper Floor on the said property in accordance with the plans, design, specification by the concerned local authorities and which have been seen and approved by the Purchaser with only such Variation and modification as the DEVELOPERS / BUILDERS may consider necessary or may be required by the AMBERNATH MUNICIPAL COUNCIL to be made in them or any of them for which the Purchaser hereby gives consent.

a) THE Purchaser / s hereby agrees to purchase from the DEVELOPERS / BUILDERS and the DEVELOPERS / BUILDERS hereby agrees to sell to the Purchaser / s, Flat/ Garage No. 401 on 4th floor, area admeasuring about 521 Sq.ft, Plus 38 Sq. Feet Terrace (Carpet) in the building known as "HARMONY" Building No. 01, "B" Wing, and as shown on the Floor Plan thereof hereto annexed as Annexure "C" hereinafter referred to as "THE SAID PREMISES" at the price / consideration of Rs. 10,51,078/- (Rupees Ten Lacs Fifty One Thousand Seventyeight Only), which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises.

2. THE DEVELOPERS / BUILDER hereby agrees to observe perform and comply with all the terms, conditions, stipulations, if any which may have been imposed by the concerned local authorities at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the premises to the Purchaser obtain from the concerned local authorities Completion as well as occupation Certificate in respect of the said premises, or the said building.
3. THE Purchaser agrees to pay to the DEVELOPERS / BUILDER interest @ 21% p.a on all the amounts which becomes due and payable by the Purchaser to the DEVELOPERS / BUILDER under the terms and condition of this agreement from the date the said amount is payable by the Purchaser to the DEVELOPERS / BUILDERS.
4. ON the Purchaser committing default, in payment on due date of any amount due and payable by the Purchaser to the DEVELOPERS/ BUILDER under this agreements, (including his / her/ their proportionate Share of taxes levied by the concerned local authorities and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained the DEVELOPERS / BUILDERS shall be entitled to all their option to terminate this agreement and to forfeit the money paid by the Purchaser under this agreement.

Wm 2/24

Banerjee

22. NOTHING contained in this agreement is intended to be nor shall be same be constructed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim, save and expect in respect of the said premises hereby agreed to be sold to him/her.

23. THE Purchaser shall not let, Sublet, transfer, assign or part with his/her interest or benefit factors under this agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the DEVELOPER / BUILDERS under this agreement are fully paid up and only if the Purchaser had not been guilty or breach of or non observance of any of the term and conditions of this agreement and unless & until prior permission in writing is obtained from the DEVELOPER / BUILDERS.

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24. The flat purchaser/s agrees that he/they shall join in the formation and registration of the co-operative housing society/Federal Society of all Internal Societies or other association of the buyer of flat/shop in the proposed building/s, The flat/shop buyer shall co-operate with the promoters/builder/developers for formation of the co-operative housing society of the flat buyers /Federal Society or Association of all Internal Societies of the Buildings to be constructed over the said property alongwith the adjoining building to be constructed over the said entire property, and shall sign all form, application, swears affidavits and do all the things which are required by the promoters to be done. The flat purchaser shall furnish all information to the chief promoter as and when the same is demanded from the buyer.

25. THE Purchaser shall observe and perform all the rules and regulation which the proposed society formed by the purchaser of flat/s & unit of the said building namely "HARMONY" may adopt for time to time for protection and maintenance of the said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the said proposed society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually toward the taxes, expenses and other outgoing in according with the terms and conditions of this agreement.

26. ANY delay tolerated or indulgence shown by the DEVELOPER / BUILDERS in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser by the DEVELOPER / BUILDERS shall not be construed as a waiver on the part of the DEVELOPER / BUILDERS of any of the terms and condition of this agreement by the

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the said building shall not object or will have any claim over the said transfer, construction of the unutilized floor space index as may be sanctioned by the Ambernath Municipal Council

40. IN case for any reason whatsoever if the purchaser would terminate this agreement he/she shall be entitled to a refund of sale price already paid by him/her under this agreement. But he/she shall not be entitled to any interest on the sale price paid by him / her to the PROMOTERS / BUILDERS herein. Further it is hereby specifically agreed between the parties that the PROMOTERS / BUILDERS shall be liable to refund the said price only after they would get the fresh booking for the said premises from another intending purchaser/s and that he has received the money from the said intending purchaser of the said premises to extent the amount received from the purchaser.
41. THIS agreement shall always be subject to the provision of the MAHARASHTRA OWNERSHIP OF FLAT AND APARTMENT ACT 1963 & MAHARASHTRA CO-OPERATIVE SOCIETY ACT 1960 and the rules made there under.

SCHEDULE

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| दिनांक १९/१०/२०१९ | |
| १५ | ५६ |

ALL THAT PIECE AND PARCEL of land lying and situated at Gut No. 39, Hissa No. (Part), Corresponding C.T.S No. 9575- A, Area admeasuring about 4315 Sq. Meters, lying and situated at Village Morivali, Amb (E) Taluka – Ambernath, Dist – Thane, out of the said entire property, within the Municipal Precincts of the Ambernath Municipal Council and bounded as follows:

- On towards East : Plot No. 41 and Road.
- On towards West : Boundary of Ambernath Village & Lok Villa.
- On towards North : Balance Plot of Gut No. 39, Hissa no. Part.
- On towards South : Road and Plot No. 39.

IN WITNESS WHEREOF we have set and subscribed our hand and seal to this writing on the day the year first herein above mentioned.

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Handwritten signature

SIGNED SEALED & DELIVERED
By the within named
PROMOTERS / DEVELOPERS
M/s. Shree Swaminarayan Enterprises
Through it's Partner
Shri. BECHAR R PATEL

Bechar R Patel



SIGNED SEALED & DELIVERED
By the within named
PURCHASER

Sanjay Banerjee



M/s.A.R.SULPHONATESPVT.LTD.,
MR. SANJAY BANERJEE
The signatory for M/s. A. R. SULPHONATES PVT. LTD

WITNESSES :

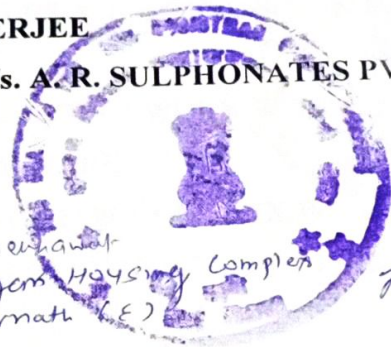
1. *Dashrath S Shekhawat*
348/102 Lok Nigam Housing Complex
MPC Rd, Ambernath (E)

Dashrath S Shekhawat

2. *Harish K. Menon*
Sai. Dasratan prasad Co-op. Society
G-2,3, Motiram Park,
B-Cabin Road,
Ambernath (East)

Harish K. Menon

| | |
|-----------|----------|
| 357-3 | |
| रजि. क्र. | 698/2096 |
| 92 | 3346 |



RECEIPT

RECEIVED a sum of Rs. 9,98,524/- (Rupees Nine Lacs Ninty Eight Thousand Five Hundred Twenty Four Only) from the Purchaser herein being the earnest money/Full & Final consideration from the within named Purchaser as mentioned in the agreement.

I Say I have received

Bechar R Patel

Bechar R Patel

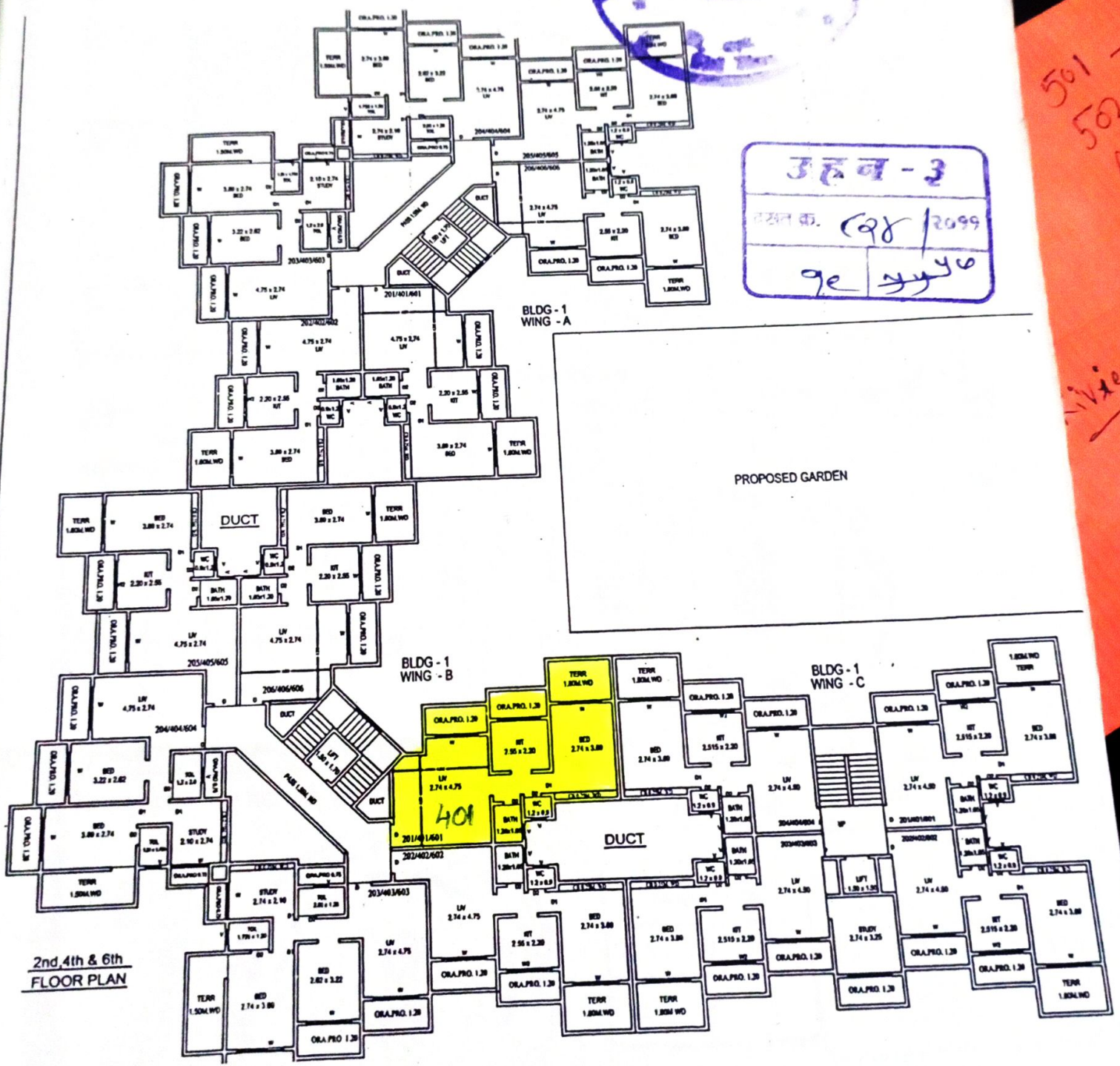
PROMOTERS

Sanjay Banerjee

561 -
502 -
601 -
Mera



3rd Nov - 3
 Design No. 198/2099
 92 3440



2nd, 4th & 6th
 FLOOR PLAN

Wing 2 unit

Banerjee

501 -
 502
 60
 Vikroya