



Tuesday, January 18, 2011

4:41:43 PM

Original

नोंदणी 39 म.

Regn. 39 M

हासनगर 3

पावती

पावती क्र. : 267

दिनांक 18/01/2011

गावाचे नाव मोरीवली

दस्तऐवजाचा अनुक्रमांक

उहन3 - 00267 - 2011

दस्ता ऐवजाचा प्रकार

करारनामा



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

नोंदणी फी

:-

14920.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)

:-

1120.00

एकूण रु.

16040.00

आपणास हा दस्त अंदाजे 4:56PM ह्या वेळेस मिळेल

अह दुय्यम दुय्यम निबंधक - २,
उल्हास उल्हासनगर ३

बाजार मुल्य: 1492000 रु. मोबदला: 1275344रु.

भरलेले मुद्रांक शुल्क: 72120 रु.

Sl. No. 223567

पत्रक शारदाती वती / Party Copy

अंबर्नाथ जयहिंद को-ऑप. बँक लि. अंबर्नाथ
AMBERNATH JAIHIND Co-Op. BANK Ltd., Ambernath
Central & Admin. Office - 42 Lokmanya Tilak Path, Ambernath - W.

पत्रका / Br. Amh (E) दिनांक / Date: 15/11/11

पत्रक शुल्क / Stamp Duty ₹/Rs. 72,120

सेवा शुल्क / Service Charges ₹/Rs. 10

एकूण / Total ₹/Rs. 72,130

पत्रकी मूल्य / Amount in Words Seventy Two Thousand one Hundred Thirty only.

पत्रकांची संख्या / No. of Documents One.

पत्रक शुल्क भरणाऱ्याचे नाव / M/s. A.R. Sulphonates

पत्रकाची संख्या / Name of the Stamp Duty paying Party Pvt. Ltd.,

पत्रकाची संख्या / Pan No. AAECA8617Q

पत्रकाची संख्या / पत्ता / Address Ambarmath MIDC, Amard vihar,

पत्रकाची संख्या / Ambarmath (E).

पत्रकाची संख्या / पत्रकाची संख्या / Name of counter party

पत्रकाची संख्या / पत्रकाची संख्या / Purpose of transaction

पत्रकाची संख्या / पत्रकाची संख्या / Name of the Drawee Bank Branch

पत्रकाची संख्या / पत्रकाची संख्या / Ch. No. / Pay Order No. Cash.

Declaration
I/We hereby apply for the stamping of the above documents & declare that the information provided by me in the application form is true & correct. I/We accept account or credit the amount of Rs. _____ to the credit of the account of the counterparty. I/We confirm that the counterparty is a duly registered and validly existing entity. I/We turn out to be correct. I/We agree to submit the original stamped document to the counterparty. I/We agree to pay a service charge of Rs. 10/- per impression to the Bank over & above the amount of stamp.

शारदाती वती

72,120/-

Ward No. _____, Village Morivali,
Flat No. 503, Bldg No. 01, "B" - Wing
Floor. 5th

Area Admeasuring about 638 Sq. ft (Cartpet) + 38 Sq.ft (Terrace).

Actual Value Rs. 12,75,344/-

Market Value Rs. 14,92,000/-

Handwritten signature and stamp area with numbers 236/1099 and 9146.

Authorised Signatory

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT AMBERNATH, TALUKA - AMBERNATH ON THIS 18th DAY OF Nov 2011.

BETWEEN

M/s. SHREE SWAMINARAYAN ENTERPRISES (PAN NO. ABOFS3402K), a registered Partnership Firm, through its Partner Shri Bechar Raghoji Patel, having its office at Jeevandeep Building, Plot no. 30, Suryodaya Co-operative Housing Society Ltd, Ambernath (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

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AMBERNATH JAI-HIND BANK LTD.
AMBERNATH, 42, LOKMANAYA
TILAK PATH
AMBERNATH (WEST) - 421 501
D-5/STRY/CL/1084/01/09/S&S-40/109
R. 0072120/- PB6
STAMP DUTY MAHARASH
14530 /

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 Ambarnath MIDC, Anand Nagar, Dist. Thane - 421501, Maharashtra, hereinafter called and refereed 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 - Ambarnath, 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, Ambarnath (E), Taluka-Ambarnath, Dist-Thane, within the Municipal Precincts of the Ambarnath 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, Ambarnath (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 the said development agreement dated 16/03/95 and consequent thereupon Power of Attorney dated 06/11/95, the owners has given full right to the Developers to develop the said land, pending the execution of the deed of conveyance in favour of the Developers or their nominees, by constructing several building thereon as per the plans

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AND WHEREAS the said developer Shri. Manoj D. Pritmani had formed an Partnership firm namely M/s Shree Swaminarayan Enterprises alongwith other partners and thereby made the capital investment of the said property in the said firm and thereby agreed to develop the said property in the name of the said partnership firm namely M/s Shree Swaminarayan Enterprises on the terms and conditions more particularly mentioned therein.

AND WHEREAS by and under the power and authorities vested in the Developers / Builders, the Developers/ Builders herein is entitled to sell, carry out construction of the said building as per the plan and permission sanctioned by the AMBERNATH MUNICIPAL COUNCIL and allot the flat/s to the intending buyers.

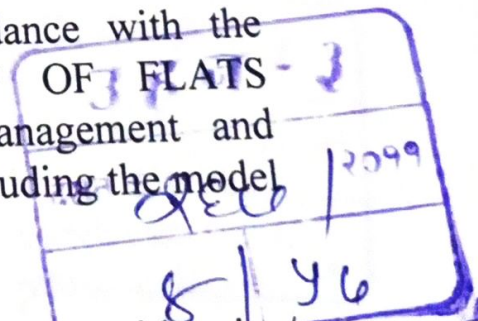
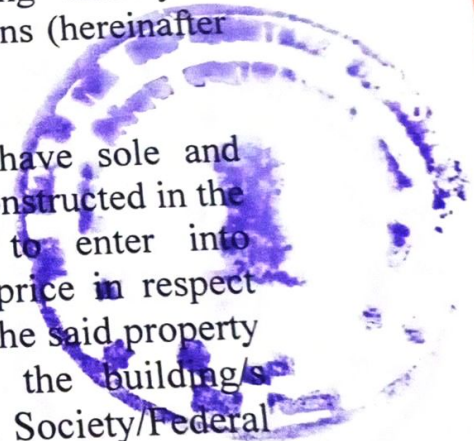
AND WHEREAS the revised building plans and permission in respect of the construction over the said property is duly sanctioned, approved by the AMBERNATH MUNICIPAL COUNCIL, bearing no. ANP/NAV/BP/09-10/58/1743/6 Dated 17/04/09.

AND WHEREAS the DEVELOPERS / BUILDERS have proposed to construct on the said property, the proposed building namely "HARMONY" as per the sanctioned plans and permissions (hereinafter referred to as "THE SAID BUILDING").

AND WHEREAS the BUILDERS / DEVELOPERS have sole and exclusive right to dispose off the residential flats / units constructed in the said proposed building on OWNERSHIP BASIS, to enter into agreement/s with the Purchaser/s and receive the sale price in respect thereof, and upon such disposal of the flats/ units out of the said property to devolve upon, i.e. the said land together with the building/s constructed thereon in favour of Co-operative Housing Society/Federal Society of all those several person acquiring the respective flats/units/building etc.

AND WHEREAS this agreement is made in accordance with the provision of the MAHARASHTRA OWNERSHIP OF FLATS (Regulation of Promotion of Construction Sale, Management and Transfer) Act, 1963 and the rules framed there under including the model form of Agreement prescribed therein.

AND WHEREAS the purchaser has agreed to pay the said price/ consideration in respect of the said flat / unit in accordance with the provisions of MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963



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. 503 on the 5th Floor, area admeasuring about 638 Sq. ft. Carpet + 38 Sq.ft. Terrace (Carpet) in the Building No. 01, "B" WING, HARMONY, and made declaration that neither the said Purchaser nor the members of the Purchaser's family own a tenement or a house or building within the limits of Ambernath Municipal Council.

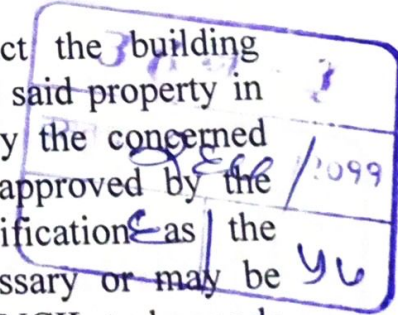
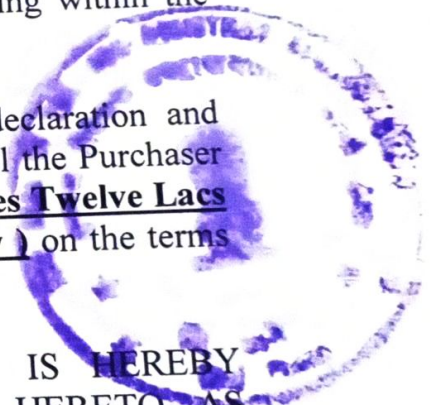
AND WHEREAS relying upon the said application, declaration and agreement, the DEVELOPERS / BUILDER agreed to sell the Purchaser the Flat at price / consideration of Rs. 12,75,344 /- (Rupees Twelve Lacs Seventyfive Thousand Three hundred forty four Only) on the terms and conditions hereinafter appearing.

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

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.
2. THE Purchaser / s hereby agrees to purchase from the DEVELOPERS / BUILDERS and the DEVELOPERS / BUILDERS hereby agrees to

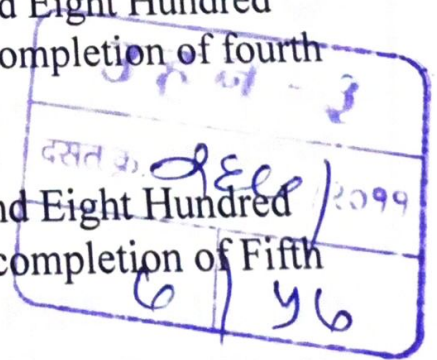
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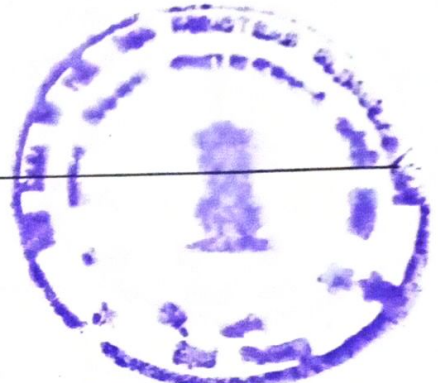
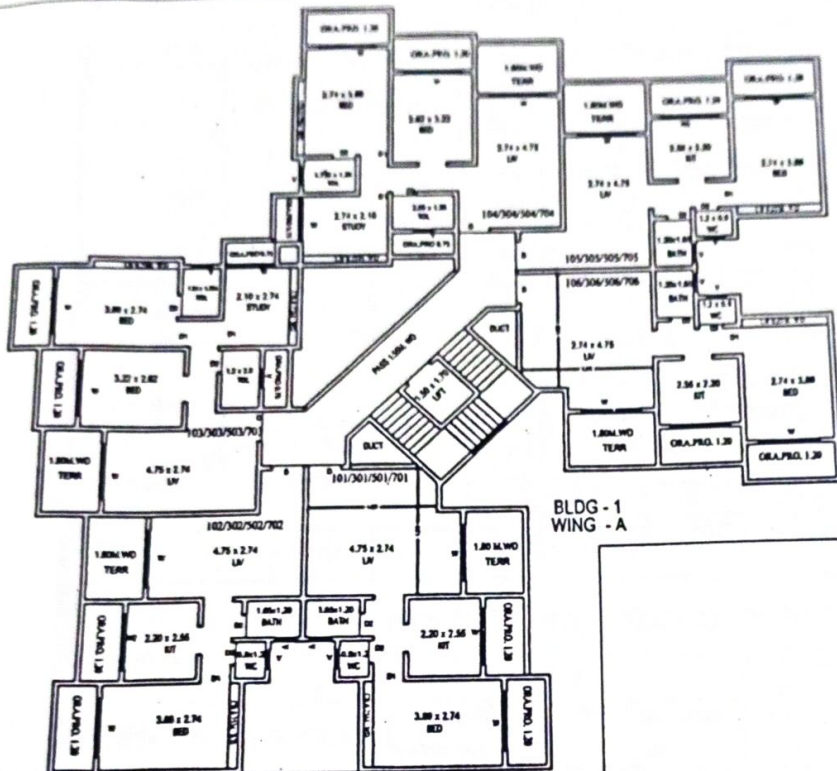
sell to the Purchaser / s, Flat/ Garage No. 503 on 5th floor, Building No. 01, "B" WING, area admeasuring about 638 Sq.ft, Plus 38 Sq. Feet Terrace (Carpet) in the building known as "HARMONY" and as shown on the Floor Plan thereof hereto annexed as Annexure "C" hereinafter referred to as "THE SAID PREMISES" at the price / consideration of Rs. 12,75,344 /- (Rupees Twelve Lacs Seventyfive Thousand Three hundred forty four Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The Purchaser hereby agrees to pay to the DEVELOPERS / BUILDER the aforesaid consideration in the following manner:

- a) Rs. 1,91,301/- (Rs. One Lac Nintyone Thousand Three Hundred one only) (Paid Rs. 12,11,576/-) i.e. 15 % paid before execution of these presents as earnest money (the payment and receipt whereof the Developer / Builders doth hereby admit, acknowledge and discharge the Purchaser absolutely and forever).
- b) Rs. 1,65,795/- (Rupees One Lac Sixty five Thousand Seven Hundred Ninty Five only) i.e. 13 % to be paid on completion plinth work.
- c) Rs. 82,898/- (Rupees Eighty Two Thousand Eight Hundred Nintyeight only) i.e. 6.5 % to be paid on completion First slab.
- d) Rs. 82,898/- (Rupees Eighty Two Thousand Eight Hundred Nintyeight only) i.e. 6.5 % to be paid on completion of second slab.
- e) Rs. 82,898/- (Rupees Eighty Two Thousand Eight Hundred Nintyeight only) i.e. 6.5 % to be paid on completion of third slab.
- f) Rs. 82,898/- (Rupees Eighty Two Thousand Eight Hundred Nintyeight only) i.e. 6.5 % to be paid on completion of fourth slab.
- g) Rs. 82,898/- (Rupees Eighty Two Thousand Eight Hundred Nintyeight only) i.e. 6.5 % to be paid on completion of Fifth Slab.

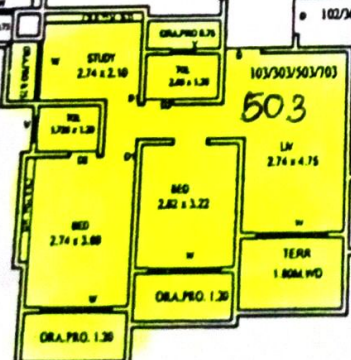
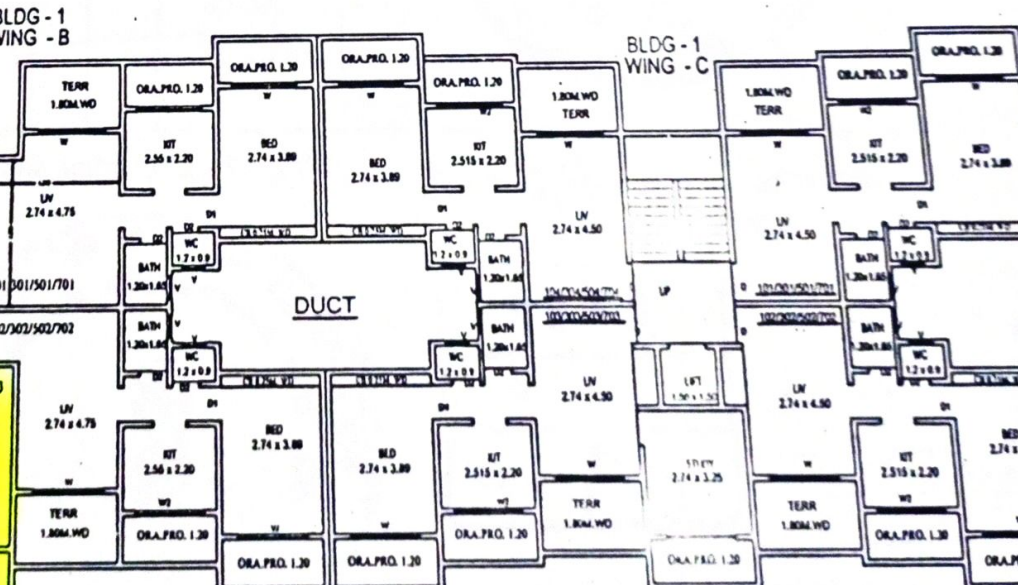
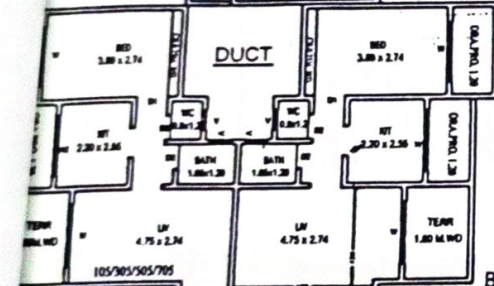


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PROPOSED GARDEN 380-3
 2200/200
 29 46



rd, 5th & 7th
 OR PLAN

1200 2000

Banerjee

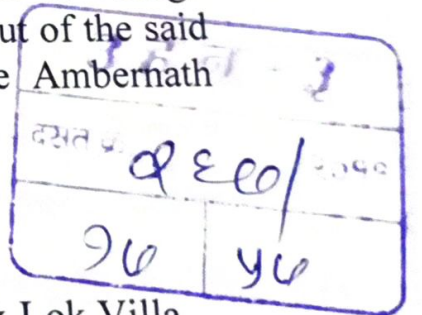
variations to the said building plans, in respect of the said building to be constructed over the said property. It is however, further made clear that the promoters/developers herein shall have the full right and absolute authority to sell/transfer the unutilized floor space index available in respect of the aforesaid property at any time in future to any person/s and the purchaser herein alongwith the other purchaser including that of the proposed society formed by the purchaser of flat in 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

42. 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.

43. 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

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.

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

SIGNED SEALED & DELIVERED
By the within named
PROMOTERS / DEVELOPERS

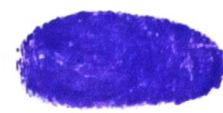
M/s. Shree Swaminarayan Enterprises
Through it's Partner
Shri.BECHARRPATEL.



Handwritten signature of Shri. BECHARRPATEL

SIGNED SEALED & DELIVERED
By the within named
PURCHASER

M/s. A. R. SULPHONATES PVT. LTD.,
MR. SANJAY BANERJEE



Handwritten signature of MR. SANJAY BANERJEE

The signatory for M/s. A. R. SULPHONATES PVT. LTD.,

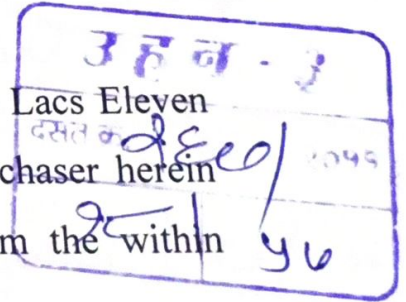
WITNESSES :

1. *Handwritten signature of Denshrath S Shewakar*
Denshrath S Shewakar
B-48/102 Lakshagani CHS Ambernath East
2. *Handwritten signature of Harish K. Menon*
Harish K. Menon, G-2,3, Moliram park,
Sai Darshan Society,
B-Cabin Road, Ambernath (E)



RECEIPT

RECEIVED a sum of Rs. 12,11,576/- (Rupees Twelve Lacs Eleven Thousand Five Hundred Seventy Six 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

Handwritten signature of the promoter

PROMOTERS

Handwritten signature of the promoter

Handwritten signature of the purchaser