



10/06/2016

पृची क्र.2

दुय्यम विभाग : सह.पु.वि. बोरीवली 2
पत्र क्रमांक : 5688/2016
नोंदणी :
Regn 03m

भाषाचे नाव : 1) एकशत

(1) विलेखाचा प्रकार	करारनामा
(2) मोजकता	12000000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतिलेपट्ट्याकार आकारणी देतो की पट्टेदार ते नमुद करावे)	10586500
(4) भू-मापन, पोट्टिरीया व भरजमांक (अगल्यास)	1) पाविकेचे नाव: मुंबई मलया इतर वर्गन, सदरिका नं: 1803 बी विंग, भाळा नं: 18पा, इमारतीचे नाव: भादम, ब्लॉक नं: बोरीवली पश्चिम मुंबई 400092, रोड: दिल्लीली रोड, इतर माहिती: सोमर 1 कार पार्किंग स्पेस पहिले वेगवेगळे (C.T.S. Number : 3748/3 .1)
(5) क्षेत्रफळ	1) 82.36 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून घेणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा अदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-कमला एंटरप्रायझेस व्हे भाजीदार कांतीमान जी गोवाजी लॉॅ. मुंबलवार बाजू आर साहू वय:-67, पत्ता:-प्लॉट नं. . भाळा नं. . इमारतीचे नाव: कमला हाऊस कमला सिटी, ब्लॉक नं: लोअर परेड, रोड नं: सेनापति बापट मार्ग, पहराण, मुंबई. पिन कोड:- 400013 पॅन नं:-AAIFK1765G
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा अदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-जगदीश प्रसाद मोदणी वय:-51, पत्ता:-प्लॉट नं: बी-302, भाळा नं: . इमारतीचे नाव: संस्कृती अपार्टमेंट, ब्लॉक नं: बोरीवली पश्चिम, रोड नं: भीकुवारी न्यू लिंक रोड, पहराण, मुंबई. पिन कोड:-400092 पॅन नं:-AIAPM2047F 2): नाव:-सीमा व्हे मोदणी वय:-43, पत्ता:-प्लॉट नं: बी-302, भाळा नं: . इमारतीचे नाव: संस्कृती अपार्टमेंट, ब्लॉक नं: बोरीवली पश्चिम, रोड नं: भीकुवारी न्यू लिंक रोड, पहराण, मुंबई. पिन कोड:-400092 पॅन नं:-AIAPM2045H
(9) दस्तऐवज करून दिल्याचा दिनांक	08/06/2016
(10) दस्त नोंदणी केल्याचा दिनांक	08/06/2016
(11) अनुक्रमांक, खंड व पृष्ठ	5688/2016
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	600000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सत्यप्रत
14/7/16
सह. दुय्यम निदेशक बोरीवली क्र. 2
मुंबई उपनगर जिल्हा

3. The Purchaser/s is/are aware that development of proposed notionally identified plot 1 is a part of entire layout development being developed by the Owners M/s. Kanti Builders Pvt. Ltd. and /or their nominees in phases over a period of time.

4. The Developers shall sell and the purchaser/s shall purchase Flat No. 1803 on 18th Floor in Wing B. (hereinafter referred to as "the said Wing") having carpet area of 68.65 Sq. Metres which is inclusive of Balcony as shown in the red Colour boundary line in the Floor plan annexed, herewith (hereinafter for brevity's sake referred to as "said premises") for the price of Rs. 1,20,00,000/- (Rupees One crore twenty lacs Only) which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises. The aforesaid percentages are tentative and liable to be increased or decreased in the event there being changes in the layout and or/building plans and the appropriation is notional and the same is not subject to change even if the percentage of undivided share of the said premises is increased or decreased. The Purchaser/s agree/s to pay to the Developers the said consideration of purchase price viz, Rs.1,20,00,000 /- (Rupees One crore twenty lacs Only) as under :-

i	Rs. 10,00,000/-	(Rupees Ten lacs Only) by cheque No.124798 dt.27/05/2016 drawn on Cosmos Bank, Borivali Branch, as earnest money (the payment and receipt whereof the Developers do hereby admit and acknowledge).
ii	Rs.1,10,00,000/-	(Rupees One crore ten lacs Only) immediately on execution of this Agreement.

(Time being essence of the Contract)

In addition to the above payments the Purchaser/s shall also pay to the Developers the sum of Rs.40,000/- (Rupees Forty thousand Only) being Development charges. The said amount of Rs.40,000/-(Rupees Forty thousand Only) shall be paid simultaneously with the payment of the amount stipulated in paragraph 4 (ii) above.



5. On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) as hereinafter mentioned and on the Purchaser/s committing breaches of any of the terms and conditions herein contained, the Developers shall be entitled at their own option to terminate the Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Developers unless and until the Developers have given to the Purchaser/s fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

Handwritten signature and initials in a box. The signature appears to be 'Yellu' and there are initials 'WC' to the right. Below the signature is the date '2016'.

Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s the installments of sale price of the said premises the earnest money which may have been paid by the Purchaser/s to the Developers and the Developers shall also not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Developers, the

Handwritten signature.

WHEREAS:-

- i. Kamalakar Narayan Samant & Others were the Owners of the property bearing C.T.S. No. 374/B of Village Eksar, Taluka Borivali, Borivali (West).
- ii. Kamalakar Narayan Samant & Others agreed to sell property bearing C.T.S. No. 374B to Kanti Builders Private Limited. Dispute and differences arose between Kamalakar Narayan Samant and Others on the one hand and Kanti Builders Private Limited on the other hand, Kanti Builders Private Limited filed a suit in the Hon'ble Bombay High Court being Suit No. 1116 of 1982.
- iii. The said suit was amicably settled and Consent Terms were filed in the said Suit on 11th December, 1984 and the Hon'ble Bombay High Court passed a Consent Decree on 11th December in terms of the said Consent Terms.
- iv. The said Consent Decree operates as Conveyance of the property bearing C.T.S. No. 374/B in favour of Kanti Builders Private Limited who are the present Owners. The said Consent Decree has been registered with the office of the Sub Registrar of Assurances at Bombay under Serial No. 2635 of 1985.
- v. The property bearing C.T.S. No. 374/B is affected by reservation and on account thereof the property bearing C.T.S. No. 374B has naturally been subdivided into several parts of which C.T.S. No. 374B/3 forms a separate subdivided layout plan of the property bearing C.T.S. No. 374/B.
- vi. Thus M/s. Kanti Builders Private Limited (the Owners) are the absolute owner of and are otherwise well and sufficiently entitled to Plot admeasuring 21818.10 Sq. Mtrs., bearing C.T.S. No. 374B/3 situate at Village Eksar Taluka Borivali (more particularly described in the First Schedule hereunder written) and hereinafter referred to as "the said larger property".
- vii. The property registered card issued by the Authorities shows the name of M/s. Kanti Builders Private Limited as the Owner of the property which is in respect of C.T.S. No. 374B/3.



M/s. Kanti Builders, the Owners have further notionally identified the property as follows :-

बाल - २/	
Sub-Plot - 2 -	
YELL ४ ७८	
२०१६	

7,200.00 Sq. Mtrs under Development of Kamala Enterprises under Development Agreement dated 04/10/2006 read with Deed of Rectification dated 24/09/2012 more particularly described in the Second Schedule hereunder written.

7,200.00 Sq. Mtrs under Development of Bhagya Corporation under Development Agreement dated 04/10/2006 read with Deed of Rectification dated 24/09/2012 more particularly described in the Third Schedule hereunder written.

Sub-Plot - 3 - 7,418.10 Sq. Mtrs under Development of Adarsh Enterprises under Development Agreement dated 04/10/2006 read with Deed of Rectification dated 24/09/2012 more particularly described in the Fourth Schedule hereunder written.

- ix. Development entire layout design nominees in phase
- x. By an agreement dated 14th September, 2012 ("the Owners") and ("the Developers"), the respect of Plot - referred to as "the said larger property" contained in the plan which property is hereunder written and thereunder written wash in the plan
- xi. The ingress and egress of the Road as shown on the plan
- xii. The Owners have agreed to various building works permissible/available under the Fungible Floor Space Buildings/Rentable Buildings in the future, to be handed over to the (G.B.M.C.)/Government of Maharashtra or authority as may be notified in the plan annexed
- xiii. On the site, the following is proposed and the Authorities vide their no-objection to
- xiv. This Agreement is as 'the said Written Agreement'
- xv. The Development of the Site by Shri. B. R. Ganesh is as per the Agreement
- xvi. The Development of the Site by Structural engineering building in the supervision till
- xvii. The Property Developers have agreed to the Agreement dated and all the other

Jagdish modani

Jagdish



Jagdish Modani Seema Modani

AGREEMENT FOR SALE

बरल - २/		
५६६	३	६६
२०१६		

THIS AGREEMENT made at Mumbai this 6th day of JUNE Two Thousand Sixteen BETWEEN M/s. KAMALA ENTERPRISES a partnership firm having its principal place of business at Kamala House, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 hereinafter called "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being and from time to time of the said firm and their respective heirs executors administrators and assigns) of the ONE PART AND 1) JAGDISH PRASAD MODANI AND 2) SEEMA J. MODANI having their address at B-302, Sanskruti Apartment, Chikuwadi, New Link Road, Borivali (West), Mumbai - 400 092, hereinafter called "THE PURCHASER/S" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs/executors, administrators and assigns) of the OTHER PART.

Jagdish Modani Seema Modani

XXXXXXXXXX

पावती

Wednesday, June 08, 2016

9:43 AM

Original/Duplicate

नोंदणी क्र. :39म

Regn..39M

दावाचे नाव: एक्सर

दस्तावेजाचा अनुक्रमांक: बरल-2-5688-2016

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अशदीश प्रसाद मोदाणी

पावती क्र.: 6664

दिनांक: 08/06/2016

नोंदणी फी

दस्त हाताळणी फी

पुढाची सख्या: 78

₹. 30000.00

₹. 1560.00

एकूण:

₹. 31560.00

आपणास मूळ दस्त, संमेलन प्रिंट, सूची-२ अंदाजे
10:02 AM ह्या वेळेस मिळेल.

सह दु.नि.का-बोरीवली 2

बाजार मूल्य: ₹. 10586500 /-

मोबदला ₹. 12000000/-

भरलेले मुद्रांक शुल्क: ₹. 6000000/-

1) देयकाचा प्रकार: eChallan रक्कम: ₹. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH001440630201617M दिनांक: 31/05/2016

बैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: ₹. 1560/-



REGISTERED DOCUMENT
DELEVERIED ON..... 01/09/16

47. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Wing and the said building or cause any increased premium to become payable in respect thereof or which may or is likely to cause nuisance or annoyance to the occupiers of the other premises in the said building and/or adjoining buildings.

48. Any delay or indulgence by the Developers in enforcing the terms and conditions of the Agreement for sale or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developers of any breach or non-compliance of any of terms and conditions of this Agreement for sale by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.

49. The letters, receipt and/or notices issued by the Developers dispatched under Certificate of Posting to the address given to them by the Purchaser/s as hereinafter mentioned shall be deemed to be served upon him/her/them and shall completely and effectively discharge the Developers.

B-302, Sanskruti Apartment,
Chikuwadi, New Link Road,
Borivali (West), Mumbai - 400 092.

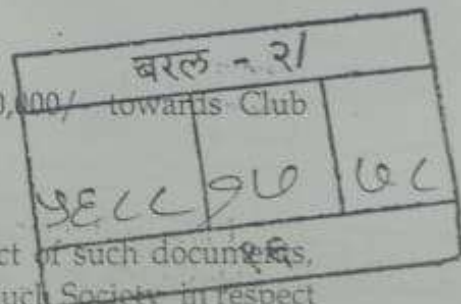
50. The purchaser/s is aware that MCGM has published the draft development plan. The said portion of the property is affected by Road widening and a portion of said larger property including the said property is affected by set-back i.e. widening of the existing 13.40 mt. wide road on the Northern side. The said portion shall be required to be handed over/transfer to MCGM for which the purchaser has no objection and shall not raise any objection either individually or jointly through Ad-hoc Committee of the proposed Society or Registered Society, as the case may be.

51. The Purchaser/s shall pay Rs.15,000/- at the time of taking over of possession of the said Flat towards costs, charges and expenses in connection with the formation of Co-Operative Society of the Purchasers as contemplated by the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be, as well as towards the costs of preparation, Conveyance, lease and other documents, deeds and writings to be executed by the Developers or Purchaser/s.

52. The Purchasers on possession shall pay Rs. 20,000/- towards Electric and Water meter charges.

53. The Purchaser/s on possession shall pay Rs.2,50,000/- towards Club House charges.

54. The Stamp duty and registration charges in respect of such documents, transferring the land under the said building in favour of such Society in respect of each premises thereto shall be borne and paid by all the Purchaser/s of the premises and/or the said Society the Developers shall not contribute anything towards such expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/them immediately on demand by the Developers.



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