

338/15904

Friday, November 03, 2023
12:40 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 17357 दिनांक: 03/11/2023

गावाचे नाव: आयरे
दस्तऐवजाचा अनुक्रमांक: कलन4-15904-2023
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: यज्ञेश जयप्रकाश महेता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 740.00

पृष्ठांची संख्या: 37

एकूण:

रु. 30740.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:00 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 4

सह. दुय्यम निबंधक कल्याण - ४

बाजार मूल्य: रु. 5296000/-

मोबदला रु. 5300000/-

भरलेले मुद्रांक शुल्क : रु. 371000/-

1) देयकाचा प्रकार: DHC रक्कम: रु. 740/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1123025020623 दिनांक: 03/11/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010511984202324E दिनांक: 03/11/2023

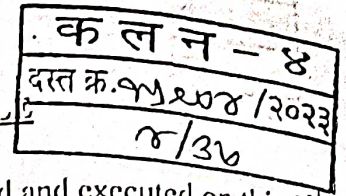
बँकेचे नाव व पत्ता:

मुख्य दस्तऐवज परत मिळाला

सह. दुय्यम निबंधक कल्याण

स्विकृत

सह. दुय्यम निबंधक कल्याण

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made, entered and executed on this 3rd day of month of November, at Dombivli, Tal Kalyan, Dist. Thane.

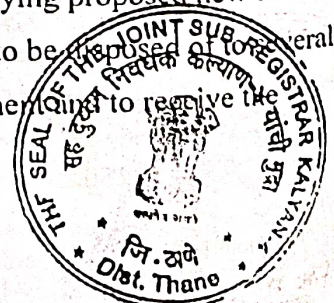
BY AND BETWEEN

M/s. OM ENTERPRISE, a Partnership firm PAN NO. AAAF0765R duly formed under the provisions of Indian Partnership Act, having their office at 219, Vardhaman Premises, Manpada Road, Dombivli (East), Taluka - Kalyan, Distt. - Thane, represented by and through its authorized partner **SHRI CHHAGANBHAI ALIAS CHAGANLAL DHANJI PATEL**, aged 68 years, PAN NO. AHQPP0140F, hereinafter for the sake of brevity and convenience called and referred to as "THE PROMOTERS". (Which expression shall unless it be repugnant to the context or meaning thereof and include its executors, successors, partners, constituting the said firm, for the time being, future partners, administrators and assigns) of the FIRST PART.

AND

MR. YAGNESH JAYPRAKASH MEHTA, aged 46 years, Occupation Service, PAN NO. AMEPM8896L, residing Flat No. A/101, Jay Bhalchandra CHS, Manpada Road, Near Shirodkar Hospital, Dombivli (East), Taluka Kalyan, Dist. Thane, hereinafter for the sake of brevity and convenience called and referred to as "THE FLAT PURCHASER" (which expression shall unless inbe repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, representatives, administrators, executors and assigns) of OTHER PART

WHEREAS By Development Agreement and Irrevocable Power of Attorney executed by Smt. Gangabai Shaniwar Farde. The Promoter has agreed to purchase the plot of land being C.T.S. No. 8382, to 8387, 8460 & 8463 admeasuring 418.4 square meters, situated at Revenue Village Ayre Dombivli (East), Tal. Kalyan, Distt. Thane, hereinafter called as the said by carrying proposed new building thereon consisting of several with absolute rights to be disposed of to several persons on ownership basis and to execute agreement to receive the consideration thereof from them. Flat.



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दस्त क्र. ११२०४/२०२३
५/३०

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AND WHEREAS In pursuance of the said agreement and power of attorney, the Owner has duly appointed, constituted and nominated Shri Chaganbhai D. Patel, an authorized partner of M/s. Om Enterprise, as their Attorney.

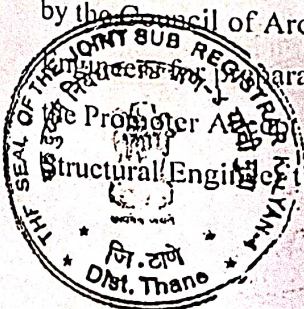
The Owner is not holding any vacant land or land with building containing dwelling units in excess of the ceiling limit prescribed by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976, on the date of commencement thereof and/or thereafter, and hence the provisions of Section 20, 21 and 22 of the said Act were/are not applicable to the said property.

As per terms of the said agreement, the Promoter are entitled to develop the said property carry-out construction of the proposed new building thereon at the Promoters own cost, charges and expenses as per the building permission granted and plans sanctioned therein, including such additions , modifications, revisions or alterations therein, as may be approved by the Kalyan Municipal Corporation. / planning authorities.

THE JOINT SUB AGREEMENT This Ownership Flat is made in accordance with the Maharashtra (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules framed thereunder including the model form of Agreement prescribed therein.

By executing this Agreement, the Purchaser/s has accorded his/her consent as required under Section 9 of the said Maharashtra Ownership Flat (Regulation and Transfer) Act, 1963, whereby the Promoter will be entitled to create charge on any Flat/Flat /Office which is/are not hereby agreed to be sold.

The Promoter have entered into a standard agreement with Architect registered with Council of Architect and such agreement is as per the agreement prescribed by the Council of Architect and the Promoter have also appointed Structural Engineer for the preparation of structural designs and drawings of the building and the Promoter are under the professional supervision of the Architect and the Structural Engineer till the completion of the building.



Handwritten signatures of the parties involved in the agreement.

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THE FLAT PURCHASER demanded from the Promoter and the Promoter have given inspection to THE FLAT PURCHASER of all the documents of title relating to the said land, the Development Agreement and plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flat (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the SAID ACT) and rules made thereunder.

The copies of Certificate of Title issued by the Advocate of the Promoter, copies of Property Card or any other relevant revenue record showing the nature of the title if the Promoter, the plans and specifications of the Flat agreed to be purchased by THE FLAT PURCHASER approved by the concerned local authority, which annexed hereto and marked annexure 'A', 'B' & 'C' respectively.

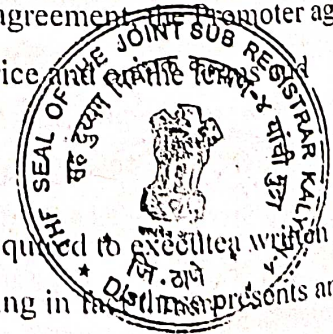
While developing the said land, the said building and upon due observance and performance of rules, regulation of K.M.C., only the concerned local authority shall grant completion occupation certificate in respect of the said building.

The Promoter has commenced construction of the said building in accordance with the said plan.

The Promoter has allotted THE FLAT PURCHASER, Flat No.1, on First Floor, 930 Sq.Feet + Terrace 150 Sq.Feet Built-up in the building to be known as 'GANGAI Co-Operative Housing Society Ltd' situated at Village Ayre, Dombivli (East) Taluka Kalyan, District Thane.

Relying upon the said application, declaration and agreement the Promoter agreed to sell to THE FLAT PURCHASER a Flat at the price and other terms and conditions hereafter appearing.

Under Section 4 of the said Act, the Promoter is required to execute written agreement for sale to the FLAT PURCHASER, being in fact, the Promoter presents and also to register said agreement under Registration Act.



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कलन - ४
दस्त क्र. ११२०४/२०२३
०/३०

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the said building consisting of ground and Three
(3) upper floors on the said land in accordance with the plans, designs,
specifications approved by the concerned local authority and which have been seen
and duly approved by THE FLAT PURCHASER with such variations and
modifications as the Purchaser may consider necessary or as may be required by
the concerned local authority.

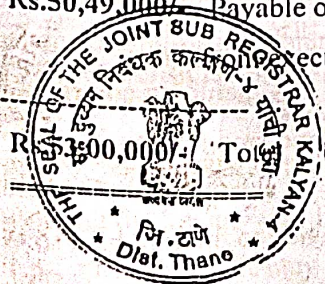
2. THE FLAT PURCHASER hereby agrees to purchase from and the Promoter,
and Promoter hereby agrees to sell to the Purchaser vide Flat No.1, on First Floor,
of built-up area admeasuring 930 Sq.Feet Terrace + 150 Sq.Feet. as shown in the
floor plan thereof hereto annexed and marked Annexure 'C' hereinafter referred to
as 'THE SAID FLAT' for the price of Rs.53,00,000/- (Rupees:- Fifty Three Lakh
Only) as per the Schedule written hereunder, including the proportionate Price the
common area and facilities appurtenant to the premises, the natuere extent and
description of the common/limited common areas and facilities/limited common
areas and facilities which are more particularly described in the second schedule
hereunder written.

3. The PURCHASER hereby agrees to purchase/acquire from the Promoters and
Promoters hereby agrees to sale to the PURCHASER a Flat No.1, on First Floor, of
built-up area admeasuring .930 Sq.Feet Terrace + 150 Sq.Feet, in the building
known as 'GANGAI Co-operative Housing Society Ltd' building for a total
consideration of Rs.53,00,000/- (Rupees:- Fifty Three Lakh Only) to the Builder
in the following manners :-

Rs. 2,51,000/- Paid before execution of this agreement.

Rs.50,49,000/- Payable on sanction of loan i.e. within 10 days

Rs.1,00,000/- Payable on execution of this agreement.



Handwritten signatures in blue ink.

कलन - ४
दस्त क्र. १५२०४ / २०२३
१५/३६

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RECEIPT

RECEIVED an amount of Rs.2,51,000/- (Rupees Two Lakh Fifty One Thousand Only) from PURCHASER MR.YAGNESH JAYPRAKASH MEHTA hereinabove being consideration in Part payment for the said Flat to be paid to me in terms of the above agreement.

CHEQUE NO.	DATE	BANK/BRANCH NAME	AMOUNT
2136040	28/10/23	Cosmos Bank Dombivli East	Rs. 2,51,000/-
213605	10/11/23	COSMOS BANK, Dom-E	2,49,000/-
TOTAL			Rs.5,00,000/-

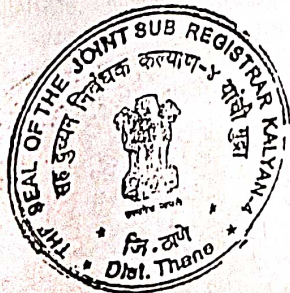
I Say Received Rs.5,00,000/-

M/S. OM ENTERPRISE, a Partnership Firm
MR. CHHAGANBHAI DHANJI PATEL
Partner

Witness:-

(1) M. V. Jurekar

(2) Vikram A. Patel





03/11/2023

सूची क्र.2

दुय्यम निबंधक : मह. दु.नि. कल्याण 4

सम. क्रमांक : 15904/2023

नोंदणी :

Regn.63m

गावाचे मान : आपरे

(1) विवेकाचा पत्रा	परामाणा	
(2) मोबदला	5300000	
(3) नासायभाग (भाडेपट्ट्याच्या माननिवडण्यावर आयोगी देतो ती पट्टेदार ने नमुद वगळे)	5296000	
(4) भू-भाषण, पोटहिंगा व पत्रभाषा (अगल्याग)		1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्जन : इतर माहिती: विभाग 11/46 रू 67600 मी. रू एम नं 8382, ने 8387, 8460 आणि 8463 गावरील मंगार्ड की ऑन ट्रेडिंग नोंदणीची लिमिटेड मॉडेल क्र 1 दिव्या मजला क्षेत्राळ 930 ची फुट चिन्टअन अधिक ट्रेगन 150 ची फुट चिन्टअन 25 ट्रे गायन विनावर ((Survey Number : सी टी एम नं 8382, ने 8387, 8460 आणि 8463.))
(5) क्षेत्राळ		1) 1080 ची. फुट
(6) आयोगी चिंवा जुरी देण्यात अमेन तेव्हा.		
(7) दम्नगेवज वरून देणा-या/निहून देवणा-या पधवागचे नाव चिंवा दिवाणी न्यायानयाचा हबुमनामा चिंवा आदेश अगल्याग, प्रतिवादिने नाव व पना.		1): नाव:-मे ओम एन्टरप्रायझेस भागीदारी मध्ये नके अधिवून भागीदार छगनबाई उर्फ छगननाल धनजी पटेल वय:-68; पना:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 219 वर्धमान प्रिन्सपल मानपाडा रोड डोंबिवली पूर्व, प्लॉक नं:-, गेड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:- AAAFO7465R
(8) दम्नगेवज वरून घेणा-या पधवागचे व किंवा दिवाणी न्यायानयाचा हबुमनामा चिंवा आदेश अगल्याग, प्रतिवादिने नाव व पना		1): नाव:-पंजेश जयप्रकाश महंता वय:-46; पना:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: प्लॉट नं 1017 भालचंद्र मी एच एम मानपाडा रोड शिरोडकर हॉस्पिटल जवळ डोंबिवली पूर्व, प्लॉक नं:-, गेड नं:-, महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:- AMEPM8896L
(9) दम्नगेवज वरून दिल्याचा दिनांक	03/11/2023	
(10) दम्न नोंदणी केल्याचा दिनांक	03/11/2023	
(11) अनुक्रमांक. गृह व पृष्ठ	15904/2023	
(12) राजारभावाप्रमाणे मुद्रांक शुल्क	371000	
(13) राजारभावाप्रमाणे नोंदणी शुल्क	30000	
(14) शंन		

मुन्यांकनागाटी विचागत घेतलेला तपशील:-

मुद्रांक शुल्क आकारना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह. दुय्यम निबंधक कल्याण - 4