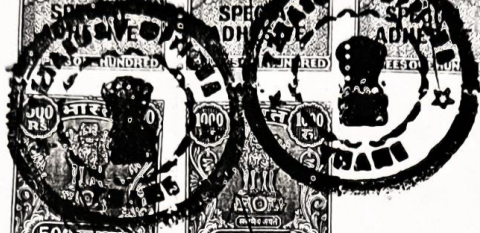


1802



दनन
333419-29
18 ey

MA
Add. Treasury Officer
Thane

15 APR 1995

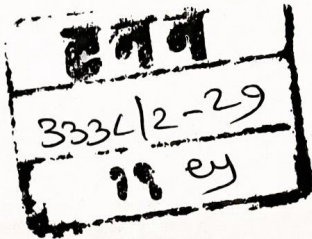
AGREEMENT FOR SALE

The indenture of this Agreement is made and entered into at Thane on this 15th day of April 1995 **B E T W E E N :**

huv

M/S DIVYESH DEVELOPERS, a Partnership firm, having it's office at Divyesh Park, Kharegaon, Pakhadi Naka, Kharegaon, Kalwa, Thane - 400 605, hereinafter called as **"THE BUILDER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its executors administrators and legal representatives, partner or partners constituting the firm for the time being or assignee) of the **ONE PART.**

A N D



.. 2 ..

Mr./Smt. Laaman Pandurang More

Age 56 Yrs. Occ. service, residing at
Kundan Apartment 1st floor ^{Hod 108} Pakhadi
Kharegaon Kalwa Thane.

hereinafter called as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her executors, administrators and assigns of the SECOND PART.

WHEREAS one Mr. Kamalakar Gajanan Patil is owned, seized, possessed and sufficiently entitled to a landed property situated at Pakhadi, Kharegaon, Kalwa, Tal. & Dist. Thane bearing Survey No.80, Hissa No.18 area about 300 sq.mtrs. (which is more particularly described in the schedule hereto).



Handwritten signature or initials.

...3.

AND WHEREAS the owner has started a development and construction on the above said land as per sanctioned plan. But due to lack of finance he could not complete the construction. So the original owner has executed a Development Agreement dt.14-11-94 with the Builder herein and also executed a Power of Attorney in favour of Builders herein on 14-11-1994.

As per the said Development Agreement and Power of Attorney the Original Landlord has left all his rights and charges & claims in favour of Mr. Divyesh Developers, Kharegaon, Kalwa, Thane.

AND WHEREAS by virtue of the Agreement and power of Attorney the Builders alone have the sole and Exclusive right to construct the Building on the said land and to sell flats/shops in the building to be constructed on the said land and to enter into Agreement with the Purchasers of the flats and receive the Sale price in respect thereof;

AND WHEREAS the builders have introduced a scheme for Construction of a new building consisting of ground plus four floors with self contained flats to be known as DIVYESH PARK on the land described in the Schedule hereto written and are desirous of selling the said flats/shops on what is known as "OWNERSHIP BASIS" with a view to ultimately that the owners of such FLATS/ SHOPS shall form themselves into a co-operative Housing Society and upon the Owners of all flats in such building full pay all their dues and strictly complying with all terms and conditions of their respective agreements with the Builders the Builders would get executed a conveyance of such building with the said apartment thereto in favour of such society;



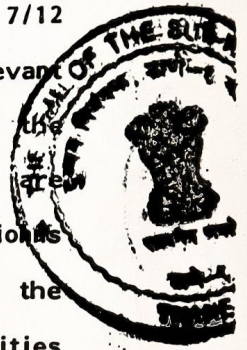
Handwritten signature

वन
333/13-249
११ ए

.. 4 ..

AND WHEREAS the Purchasers demanded from the Builders and the Builders have given the inspection to the Purchaser of all the documents of title relating to the said land, Plans and all such other documents as are specified under the Maharashtra Ownership FLATS/ SHOPS (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and the Rules made thereunder;

AND WHEREAS inspection of copies of 7/12 Extract and all other documents and all other relevant revenue records, showing the nature of the title of the Builders to the said land on which the Flats/Shops are to be constructed and copies of the plans, specifications of the FLATS/SHOPS agreed to be purchased by the Purchaser approved by the concerned local authorities have been given and furnished by the Builder to the Purchaser;



AND WHEREAS the Builders have given inspection of and have supplied to the Purchaser such documents as stipulated in Rule 4 of the Maharashtra State Ownership FLATS/SHOPS Rule 1964 as demanded by the FLAT/SHOPS Purchasers;

h

AND WHEREAS the party of the Second part is desirous of acquiring from the party of the one part FLAT/SHOP No. 202 on the 2nd Floor in the said proposed building admeasuring about built-up area 300. sq.ft. for consideration and on such terms and conditions hereinafter appearing.

AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

हमन
3334/8-29
11/04

1. The Builders shall construct the said building consisting of ground plus four upper floors on the said land in accordance with the plans, designs, specifications sanctioned by the competent authorities.
2. The Purchaser hereby agrees to purchase from the Builders and the Builders hereby agree to sell to the purchaser FLAT/SHOP No. 202 on the 2nd floor of the said Building admeasuring approx. 300 sq.ft. built-up area as per plan approved by him/her/them for the price of Rs. 82,600. (Rupees Eighty two thousand Six hundred Only).
3. The mode of payment is as under :-
 - A) Rs. 4130/- as an earnest money at the time of execution of this Agreement.
 - B) Rs. 11,770/- 15% of the balance amount at the time of completion of first slab.
 - C) Rs. 11,770/- 15% of the balance amount at the time of completion of Second Slab.
 - D) Rs. 11,770/- 15% of the balance amount at the time of completion of third Slab.
 - E) Rs. 11,770/- 15% of the balance amount at the time of completion of Fourth Slab.
 - F) Rs. 11,770/- 15% of the balance amount at the time of completion of Fifth Slab.

द्वान

333/14-29

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land bearing Survey No.80, Hissa No.18, situated at Pakhadi, Kharegaon, Kalwa, Taluka and District Thane, within the limits of Thane Municipal Corporation and Registration & Sub - Registration District Thane, admeasuring approximately 300 sq. mtrs. and bounded by :-

On or towards East : Eakvira Apartment
On or towards West : Road
On or towards North : Road
On or towards South : Mr. Patil's property.

000

दुनन

3336/94-29
11/11/94



IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS ON THE DAY AND YEAR MENTIONED HEREINABOVE.

SIGNED, SEALED & DELIVERED)
by the withinnamed - BUILDERS.)
M/S DIVYESH DEVELOPES through)
it's Partner Mr. Ganesh K. Patel)
in the presence of)

1. 

2.

For DIVYESH DEVELOPERS

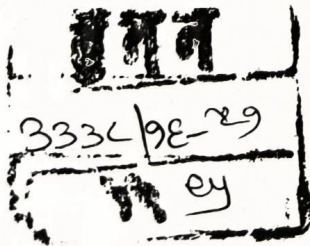
Proprietor



SIGNED, SEALED & DELIVERED)
by the withinnamed - PURCHASER/S)
Mr. Laxman P. More.)
Mrs. _____)
in the presence of ...:.....)

1. 

2.






RECEIPT

RECEIVED WITH THANKS THE SUM of
 Rs. 4130/- (Rupees Four thousand one
hundred thirty Only) by Cash / Cheque
 No. 992463 drawn on Dena Bank.
 Bank date: 21/4/95 as Token
 money as per this agreement.



Witness

1. 
- 2.

WE SAY RECEIVED

for DIVYESH DEVELOPERS,
 For DIVYESH DEVELOPERS


 Proprietor

Builder.

द्विन
 3336/96-29
 11 ey



दुरध्वनी : ५३३१२८०
५३३१५९०

ठाणे महानगरपालिका

महापालिका भवन, डॉ. अल्मेडा रोड, चंवनवाडी, पाचपाखाडी, ठाणे - ४००६०२.
THE MUNICIPAL CORPORATION OF THE CITY OF THANE

संदर्भ. क्र./अ.स.पा./१९०२
Ref. / T. M. C.

दिनांक १४ / १२ / १९९३
Date / / 1993

प्रति,

श्री. कमळाकर गजानन पाटील,

कळवा-ठाणे.
=====

विषय :- प्रमाणपत्र मिळणे बाबत...
=====

संदर्भ :- आपले दिनांक १२.०८.१९८२ चे पत्र...
=====

महाशय,

आपणांस ह्या पत्राद्वारे कळविण्यांत येते की, मौजे - कळवा, येथील स.नं.८०, हिस्सा नं.१८ या भूखंडावर कळवा ग्रामपंचायतीने जा.क्र. ४७१ दिनांक १२.०८.१९८२ अन्वये मंजूर केलेल्या नकाशा नुसार ७० x ६० ह्या मोजमापाचे बांधकाम चालू आहे. आपली वरील स.नं.८०, हिस्सा नं.१८ ची जागा असून मोजमाप बांधकाम कळवा ग्रामपंचायतीने मंजूर केलेल्या नकाशाला मान्यता आहे.

आपला,

J. G. S. (Signature)
[उपनगर अभियंता]

ठाणे महानगरपालिका, ठाणे.



७) निम्नलिखित प्रकारत वापरण्यास योग्य असलेल्या पायाच्या पात्राचा (ऑपरेशनल
एडिफिकेट) वा वापरासाठीच विकण्यासाठीच एमआरटीआय / एमआय एमएल एमएल व या याचा
मोबदात करवा जावा येई.

८) आपण हातूत केलेल्या लॉग प्रमाणे अ. नं. ८० दि. अ. १८ च्या
द्वारेच जाहीर करण्यास ठरविले जाई.

९) आपल्या निम्नलिखित ह्यासाठीचे जाहीर करणे अडोब, रेडी,
विद्यु, इन्फो, शोर्ट, इत्यादी वगैरे मालावर याचा जाहीर
व टक्क्यांचे आढावा घ्यायला यावर अडोब, रेडी, अडोब
कंपनी, याची मोठ्या ही विक्रीसाठी काहीच जाहीर आपली जाहीर
जाहीर येथेच जाहीर जाई.



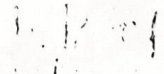
वरील कार्य. १ ते

उपरोक्त कायद्यात याचा जाहीर
दिव जाई.

द्वारे,

दिनांक १२-८-८२

वा वापरासाठीच विकण्यासाठीच एमआय एमएल एमएल व या याचा
मोबदात करवा जावा येई.



दिनांक १२-८-८२