

96

6220

Agreement



ARJUN NAGAR COMPLEX

Survey No. 2, Gajabandhan, Patharli,
Dombivli (E), Taluka Kalyan, Dist. - Thane.

Site: mukund madhukar Kulkarni pond
Dmt: Swati mukund Kulkarni
Plot No. D-14 on 2nd Floor

D. K. CONSTRUCTION

Krishna Niwas, Chiplunkar Road,
Dombivli (East) 421 201. Phone : 456916

Architect :
R. C. MODAK
D. D. 4204

Structural Engineer :
KHASNIS

Advocate :
VASANT DHARIGALKAR
DALLS

OFFICE OF THE
JOINT DISTRICT REGISTRAR
THANE, MAHARASHTRA
MAH/CCHA/DIST/003

STAMP DUTY
SPECIAL ADHESIVE
29.1.2001
Rs. 0006220
281986 00040
INDIA MAHARASHTRA
112983831017

P. K. Phouad

Ward No. 281986
Built-up Area of the Flat 8-19
550

Market Price of the Flat 4,15,250 =

Agreement Price 3,50,000 =

Stamp paid Rs. 6220 =

PROPER OFFICER
COLLECTOR OF STAMPS
THANE

AGREEMENT FOR SALE OF A SELF CONTAINED FLAT

(Under the provisions of Maharashtra Ownership flats (Regulation of Promotion of Construction Sale Management and Transfer) Act 1963.

These Articles of Agreement made at Dombivli, Taluka Kalyan, Dist. Thane. This 5TH day in the month of February in the Christian Year ~~One~~^{Two} ~~Thousand~~^{one} ~~Nine~~ ~~Hundred~~ ~~Ninety~~ ~~Four~~ ~~Five~~.

BETWEEN

DINKAR KALU MHATRE , Adult, Occupation Business, residing at Yamuna Arjun Smrutie, Jeejai Nagar, Sant Namdeo Cross Road, Dombivli (East), Taluka Kalyan, Dist. Thane, hereinafter referred to as 'The Developer/Promoter (which expression shall unless repugnant to the context or meaning thereof, mean and include his heirs, administrators, executors and assigns) of the ONE PART.

A N D

Kulkarni SHRI/SMT. (1) Mr. Mukund Madhukar Kulkarni (2) Smt Swali Mukund Age (1) 39 yrs, (2) 37 Yrs. Occupation Service/Business residing at 3, Devkrupa Co-op. Hsg. Socy. Ltd. Gr. floor, Behind. Om Batta Chhaya Co-op Hsg. Socy Ltd. Sawarkar Marg Dombivli (East) Pin 421 201 hereinafter referred to as THE FLAT PURCHASER (Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her heirs, administrators, executors and assigns) of the OTHER PART

WHEREAS the original Owners SMT. SHOBHANA DINKAR MHATRE AND YAMUNA ARJUN MHATRE are absolutely seized of or

Brahati m. mukund *Mrs. Swali*

otherwise well and sufficiently entitled to the property viz. the non-agricultural plot of land admeasuring about 3000 sq.mtrs or thereabout bearing Revenue Survey No.2 Hissa No.1 of Moluje Village Gajabandhan Patharil, Taluka Kalyan, Dist. Thane and lying and being within the jurisdiction of Kalyan Municipal Corporation, Dombivli Division and more particularly described in Schedule I written hereunder.

AND WHEREAS the owners have entered into an agreement for Development of the said property more particularly described in Schedule I written hereinunder, on or about 20th December 1979, with the Developer hereinabove, and have further handed over its possession to them for the purpose of carrying its development by constructing building containing dwelling units as per the plans and specifications as would be sanctioned by Munciple Authorities.

AND WHEREAS Smt. Shobhana Dinkar Mhatre inherited the share of her mother Smt. Yamunabai Arjun Patil after her death and as such she has become the Owner of the said property.

AND WHEREAS the possession of the property as handed over to Developers by the Owners in part performance of the said agreement with all powers of development of the said property.

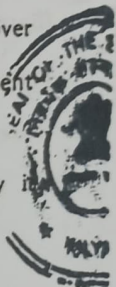
AND WHEREAS the said agreement and the deed of power of Attorney in subsistance and in force.

AND WHEREAS the Developer have further caused to get the N.A. Permission in respect of the said plot of land more particularly described in Schedule I written hereinunder vide N.A. Permission No. Rev/Desk/T-7/NAP/SR/12-89 dt. 29-6-89

AND WHEREAS THE developers have further caused to get the Building Permission under letter No.KMC/TP/BP/DOM 3425-184 and 6520 dtd. 1.2.93 by Kalyan Municipal Corporation AND that the said Building Permission is valid in force and subsisting.

AND WHEREAS the Owner/Promoter has commenced the construction of the proposed building within the stipulated time as per the building permission granted to them by Kalyan Municipal Corporation.

Zubent m. m. kaly Mrs. Bhatkar



AND WHEREAS, the Developer/Promoter has carried out substantial construction of the proposed building on the said plot of land more particularly described in Schedule I written hereinunder.

AND WHEREAS the Owners are holding the said plot of land within the ceiling limits as contemplated under the provisions of Urban Land Ceiling and Regulation Act 1976 in view of the order passed by the Court of Deputy Collector and Competent Authority, Ujhasnagar Urban Agglomeration Thane under Section 8(4) of the Urban Land (Ceiling and Regulation) Act 1976 vide order No.ULC/ULN/6(1)SR-47 Patharle dtd. 7.10.87 and the Owners are thereof entitled to transfer the said land with building thereon to the Cooperative Housing Society to be formed of the Purchases of flats in such proposed building/s.

AND WHEREAS the Developers have further appointed a structural engineer for the purpose of structural designs, drawings supervision etc.

AND WHEREAS the Developers are entitled to develop the said property and to sell the dwelling units to the prospective purchasers including the Purchaser hereinabove and to receive the sale price in respect thereof.

AND WHEREAS the Flat Purchaser has been given and the Purchaser has taken the inspection of all the documents and the Developer has further agreed to give the copies thereof as and when required by the Purchaser for seeking loan and/or raising finance for meeting the price of the flat.

AND WHEREAS the copies of certificate of title issued by the Advocate of the Developers and other relevant revenue records, the copies of plans and specifications of the flat approved by the local authority are annexed herewith.

AND WHEREAS the Developers have got approved from the KALYAN MUNICIPAL CORPORATION, the plans specifications and elevations on the terms and conditions upon the due observation of which

Zubair M. M. M.

Mrs. S. S. S.

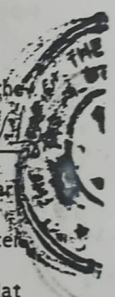
the completion, occupation certificate shall be granted by the Local Authorities.

AND WHEREAS the Flat Purchaser applied to the Developer for allotment to him/her for the price of Rs. 3,50,000/- the flat No. 14, admeasuring 550 sq.ft. built-up area in 3rd wing on 3rd floor in the building constructed on the plot of land described in the Schedule I written hereinunder.

AND WHEREAS prior to making application as aforesaid the Flat Purchaser has made a declaration to the effect that neither the Flat Purchaser nor the member of his/her family own a tenement, house or building within the limits of Dombivli Town.

AND WHEREAS relying upon the said application, declaration, and agreement Developers agree to sale to the Flat Purchaser the flat at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Developer a sum of Rs. 10,000/- (Rupees Ten Thousand Only only) being the part payment of the sale price of the flat agreed to be sold by the Promoter to the Flat Purchaser as advance payment or deposit and the Flat Purchaser has agreed to pay to the Developer the balance of the sale price in the manner hereinafter appearing.



AND WHEREAS under section 4 of the said Act, the Developer is required to execute a written agreement for sale of the said flat to the flat Purchaser, being in fact, these presents, and also to register the said agreement under Registration ACT.

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

1. The Developers shall construct the said building/s consisting of ground and three upper floors on the said land in accordance with plans,

Zuhair m. m. khalid Mrs. Suhail

24. The Flat Purchaser shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limits prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

25. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules made thereunder.

26. The Flat Purchaser shall bear all expenses including stamp Duty, Registration charges and other costs in respect of these presents and also the deed of conveyance and further agree to bear any other charges, outgoings, taxes including sales tax or duties that may be levied by the Government of Maharashtra/Central Govt./Local Authority from time to time.

27. The Flat under this Agreement is sold at a price of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only)
 The true market price of the said flat at the rate of Rs. 755/- per sq.ft. built-up area comes to Rs. 4,15,250/- (Rupees Four Lakh Fifteen Thousand Two hundred fifty only.) The Flat Purchaser, therefore, paid the stamp duty of Rs. 6220/- by affixing to these presents the stamp according to that market value.

SCHEDULE I REFERRED TO HEREINABOVE

ALL THAT piece or parcel of Non Agricultural land admeasuring about 3000 Sq.mtrs. bearing Revenue S.No.2, Hissa No. 1 and laying and being at village G.B.Patharli, Tal.Kalyan, Dist. Thane and now within the jurisdiction of Kalyan Municipal Corporation, Dombivli Division, Dombivli (East) and bounded as follows :

Zurhat m.m.kalyan Mrs. Shukel

TO THE EAST

: By property of Revenue S.No.52

TO THE WEST

: Partly by the property of Revenue S.No.50 & partly by property of Revenue S.No.79

TO THE SOUTH

: Partly by S.No.2/1 & partly by 2/2

TO THE NORTH

: Property of Revenue S.No.79

The directions of plot of land under development given hereinabove are as per the map certified by D.I.L.R. Thane dtd.31.07.89

SCHEDULE II REFERRED HEREINABOVE

a) **COMMON AREAS & FACILITIES**

Half of those immediate area abutting the main door after the landing on the said floor of the said premises.

LIMITED COMMON AREA

Stair case and stair case landing.



SCHEDULE III REFERRED HEREINABOVE

LIST OF DOCUMENTS

1. Revenue records showing the ownership of the property described in Schedule I viz. Village map No.7/12,6,8A etc.
2. Development Agreement between the Owners and Developers.
3. N.A. Permission granted by the Collector Thane on 29.06.89 the Development Agreement.
4. Lay out map certified by District Inspector of Land Records Thane dtd. 31.07.89
5. Order u/s. 8(4) of the Urban Land (Ceiling and Regulation) Act 1976 passed on 07.10.87 by Depty. Collector & Competent

Sub. Reg. m.m.kaly *M.S. Smkhal*

Authority Ulhasnagar Urban Agglomeration Thane showing the area under development in respect of the plot of land bearing S.No.2, Hissa No. 1 of Village G.B.Patharli is within ceiling limit to the extent of 3000 Sq.mtrs.

- 6. Certificate from the Circle Officer Thakurli of the Revenue Department showing the access from the municipal road to the plot of land under development.
- 7. Building permission no.KMC/TP/6520 dtd. 1.2.93 granted by Kalyan Municipal Corporation read with earlier Building Permission no. KMC/TP/BP/DOM/3425 - 184 dtd. 14.12.89.
- 8. Letter from Town planner, Kalyan Municipal Corporation having reference no.KMC/TP/3443 dated 26.12.88 showing the plot of land under development falls under residential zone.
- 10. Thirty years search caused to be taken from 1961 to 1991.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed his, her, their hands and seals the day and the year first hereinabove written.

SIGNED SEALED AND DELIVERED BY ^{For} D. K. CONSTRUCTION
THE WITHINNAMED "DEVELOPER"
SHRI. DINIKAR KALU MHATRE
in the presence of

1. Shri. S. G. Raut *SGR*

2. Shri M. L. Chiknis *MChiknis*

)
) *D. K. Construction*
) DEVELOPER Developers



SIGNED SEALED AND DELIVERED BY)
THE WITHINNAMED "FLAT PURCHASER"
MR/MRS Mukund Madhukar Kulkarni)
in the presence of ^{1) 2)} Mukund Kulkarni)

1. Shri S. G. Raut *SGR*

2. Shri M. L. Chiknis *MChiknis*

) 1) *M. M. Kulkarni*
) 2) *Mrs. Anuradha*
) FLAT PURCHASER

ANNEXURE 'E'
GENERAL AMENITIES

A. STRUCTURE

1. The structure shall be R.C.C. frame with brick walls.
2. External wall shall be sand faced cement plastered and internal wall shall be neeru finished.
3. Main door shall be of Teak wood frame and panelled shutter or Teak wood. Other doors shall be teak wood frame and shutters of Sal-wood or plywood. Front door shall be provided with Godrej night latch and peep hole.
4. W.C. and Bath Room Door shall be Cadappa frame and shutters of sal-wood, plywood or sintex.
5. Windows shall be provided with Aluminium sliding windows, without grills.
6. However the Hall shall be provided with Galicha tiles. Cement tiles or Kotta. However, the Bedroom, Balcony and passage shall be finished with Gray Mosaic Cement tiles or white cement tiles.
7. Bathroom and W.C. shall be finished in white glazed or Tandur stone flooring. Dado in W.C. upto 1½" and in Bathroom upto full or 3'-6" x 6" with the glazed tiles. Kitchen platform shall be of Marble or black Cadappa only with sink finished in same and shall have 1'-6" tile dado in white glazed tiles above platform.

B. SANITATION AND PLUMBING

Each flat shall be provided with two tap connection in kitchen. (One Municipal and one Borewell). Bath and W.C. with sufficient overhead water tank supply and one wash basin only borewell water - shower will be provided in Bath.

Each W.C. shall be provided with Indian type W.C.

C. ELECTRICAL INSTALLATIONS

All Rooms shall have a concealed wire fitting. Internal wiring is case patti.

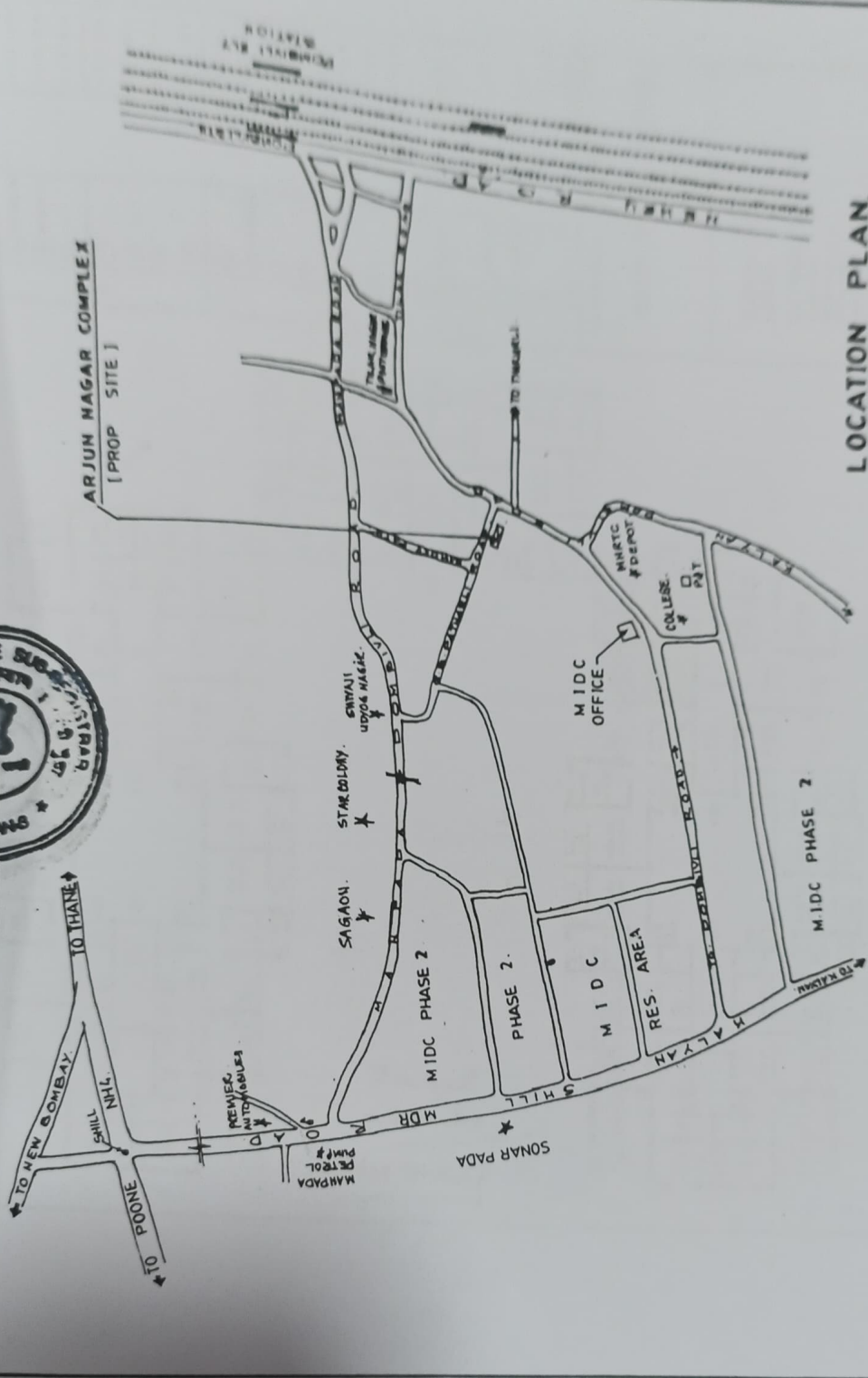
Electrical installation for each flat shall comprise of the following:

1. LIVING ROOM	:	1 LP + 1 FP + 1 TV + 1 Plug
2. BED ROOM	:	1 LP + 1 FP + 1 BP + 1 Plug
3. KITCHEN	:	1 LP + 1 FP + 1 PP + 1 Plug
4. BATHROOM	:	1 LP + 1 PP + +
5. BALCONY	:	1 LP + + +
6. PASSAGE	:	1 LP + + +
7. W.C.	:	1 LP + + +

D. PAINTING AND FINISHING

1. All Doors shall be painted with oil paint or enamel.
2. All rooms shall have white wash to all walls and ceiling (including general spaces).
3. Building shall be painted externally with cement paint.



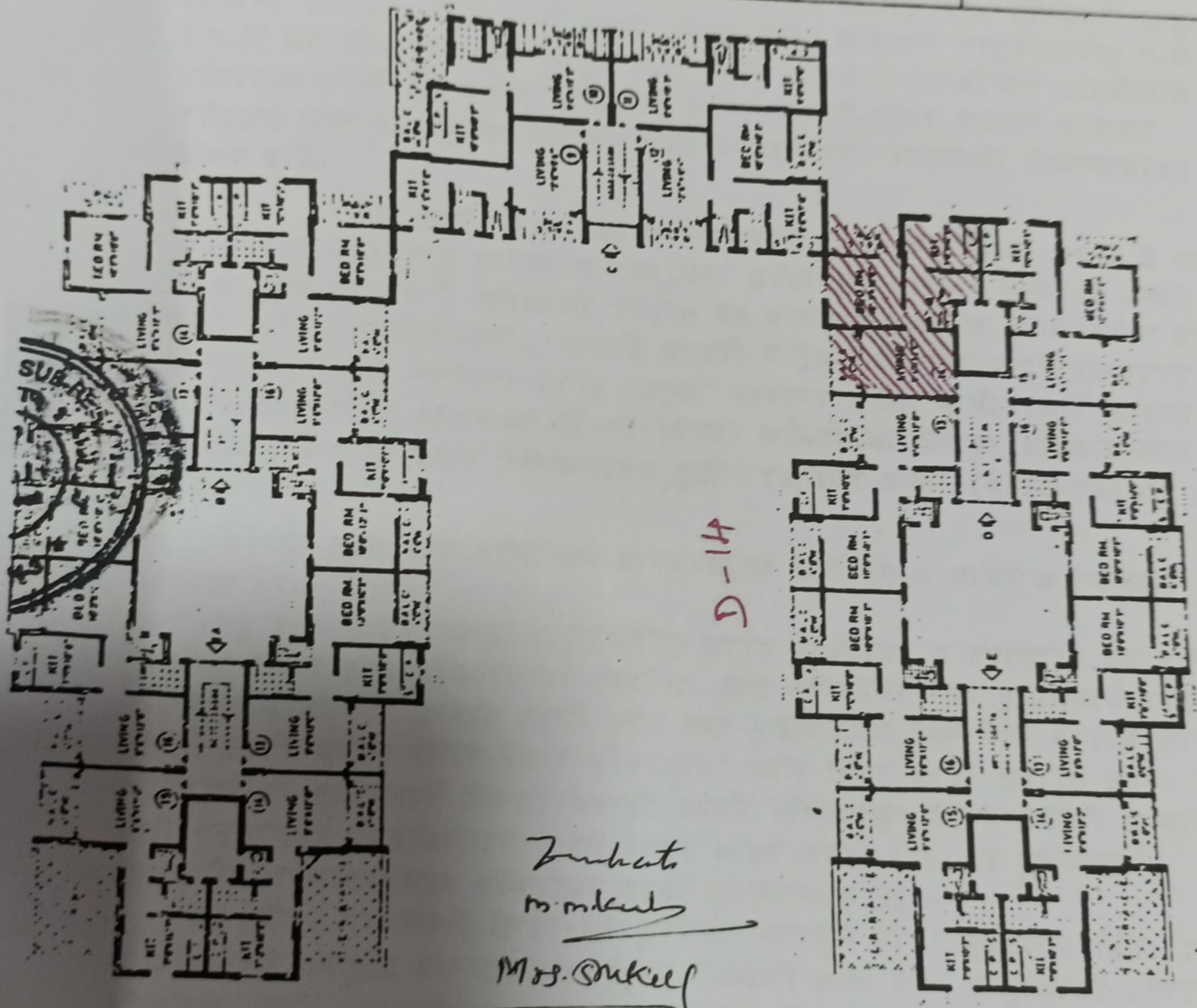


LOCATION PLAN

AREA SCHEDULE		NO. OF ROOMS	TOTAL AREA (SQ. FT.)
A	(1) 11	11	3,100.00
	(2) 17	17	4,700.00
	(3) 17	17	4,700.00
	(4) 17	17	4,700.00
B	(5) 17	17	4,700.00
	(6) 17	17	4,700.00
	(7) 17	17	4,700.00
	(8) 17	17	4,700.00
C	(9) 17	17	4,700.00
	(10) 17	17	4,700.00
	(11) 17	17	4,700.00
	(12) 17	17	4,700.00
D	(13) 17	17	4,700.00
	(14) 17	17	4,700.00
	(15) 17	17	4,700.00
	(16) 17	17	4,700.00
E	(17) 17	17	4,700.00
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ARJUN NAGAR COMPLEX

RAJNANA SINGH
 ARCHITECT
 R.C. ROAD, 10, AGRA
 U.P.
 PHONE NO. 2222222
 TELEGRAMS: RAJNANA SINGH
 RAJNANA SINGH ARCHITECTS
 RAJNANA SINGH ARCHITECTS
 RAJNANA SINGH ARCHITECTS



THIRD FLOOR PLAN
 SCALE 1/8" = 1'-0"