

100000



महाराष्ट्र राजपत्र : महाराष्ट्र अधिनियम  
संख्या ३५७७, दिनांक १०/१२/००  
पुणे जिल्हा, को. नं. १०००  
महेंद्र कर्नाकर व शिवाजी म. शेट्टी  
वर्ष २०००

26 DEC 2000

शिवाजी म. शेट्टी  
(को. नं. १०००)

AGREEMENT FOR SALE DATED 26<sup>TH</sup> DECEMBER 2000.

BETWEEN



DARSHAN ENTERPRISES..... BUILDERS

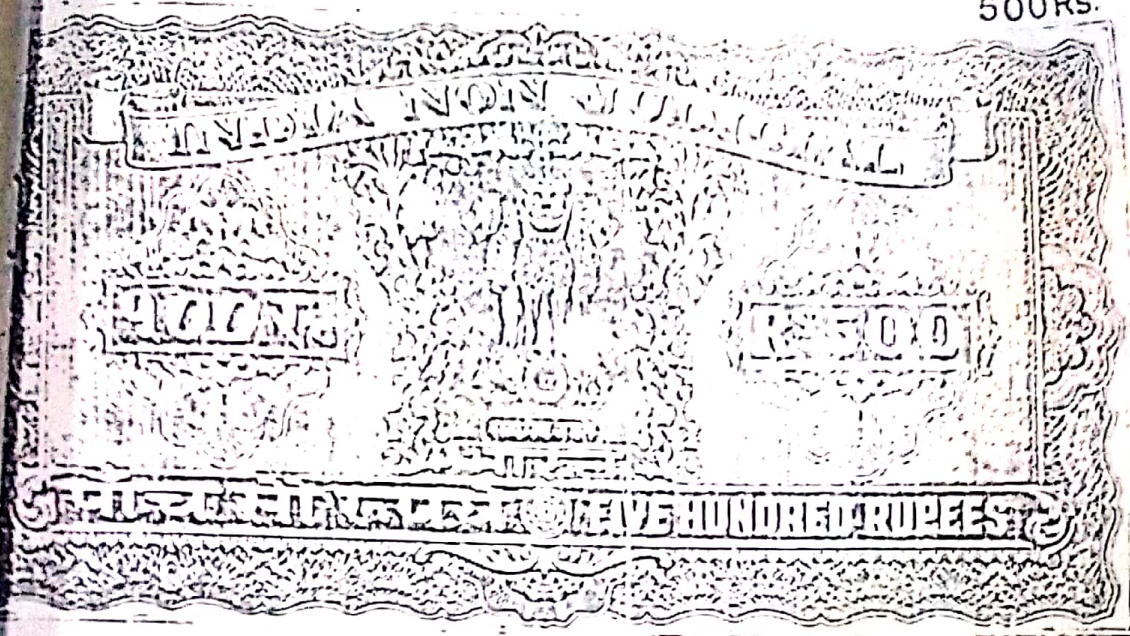
AND

- 1) MR. MAHENDRA KARNAKAR )
- 2) MRS. VISHAKHA M. SHETTY. )..... PURCHASERS.

*Handwritten signature of Vishakha M. Shetty*

Vishakha. m. Shetty.

500RS.



१५७६ ११७७ ११७८ ११७९  
 प्रमाणित नं. ११७७ ११७८ ११७९  
 महुमन्त्री ११७७ ११७८ ११७९  
 गांव Mahendra E. Shetty  
 बस ११७७ ११७८ ११७९  
 १६ ११७७ ११७८ ११७९  
 पत्रिका (सी. पाद. व. रिपट)


AGREEMENT FOR SALE DATED 26<sup>TH</sup> DECEMBER 2000.

BETWEEN

S. DARSHAN ENTERPRISES. .... BUILDERS

AND

1) MR. MAHENDRA KARNAKAR )  
 2) MRS. VISHAKHA M. SHETTY. ) ..... PURCHASERS.

  
 Vishakha M. Shetty



2500/-

पत्रादेश

20

नोदणी  
Receipt

दस्तावेजाचा/अर्ज या अर्जाचा क्र. 1377/2000

दिनांक 2/11/2000

दस्तावेजाचा प्रकार

वैराग्याचा अ. 6, 9, 13, 1000

सादर काढण्याचे कारण-

मी. मंडे क. इ. 2, 11, 1000

दस्तावेजाचे किंदाऱ्याः-

- नोंदणी फी
- नकल फी (फोटो)
- पुस्तकांसाठी नोंदणी फी
- दस्तावेज
- नकल किंवा नमुने (कलम 64 ते 67)
- शोध किंवा निरीक्षण
- दंड-कलम 24 अन्वये
- कलम 34 अन्वये
- प्रमाणित नकल (कलम 49) (फोटो)
- इतर फी (नागोल पानावरील) बाबत.

2500/-
2/-
1/-
14

Received for the purpose of

138 " 2/11/2000

2500/-

रजि तयार होईल व नोंदणीकृत हाकेने पाठवली जाई

या कार्यालयात देण्यात येईल

दुय्यम निबंध

दस्तावेज  
नकल

दस्तावेज खाली नाव दिलेल्या व्यक्तीला नावे नोंदणीकृत हाकेने पाठवली जाई. हवाली करावा.

सादरकर्ता

+

1521202

इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद १०० किंवा अठरा अन्वये.
२. झजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वगुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दस्तऐवज परत केला.

दुय्यम निबंधक



Govt. W  
 Revenue Village - Nagpur  
 Flat/Plot/No. No. 401/1  
 Area 306... (360) 3,  
 G-14  
 248760...  
 183600...  
 Stamp duty 2500/-  
 Paid 2500/-

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mira Road, this 26th day of December in the Christian year <sup>Two</sup> One Thousand ~~Nine~~ Hundred and ~~Ninety~~ and Ninety, BETWEEN M/s. DARSHAN ENTERPRISES, having its Office at 2, WOODLAND APARTMENT, NEAR CHURCH, MIRA ROAD (EAST), DISTRICT - THANE - 401 107, hereinafter referred to as "BUILDERS" (which expression shall mean and include the Partner or Partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of such last survivor), of the ONE PART.



R. M. Shetty

M. J. Shetty . Vishakha Shetty

AND

SHRI/SMT./M/B. SHRI. EKNATH GANPAT PATIL & OTHERS SILLI  
~~SHRI. EKNATH GANPAT PATIL & OTHERS~~ SILLI  
 having his/her/their address at PO. SILLI  
B/O. SHRI. EKNATH GANPAT PATIL SOCIETY  
Section No. 2, SILLI  
BORIVALI (WEST)  
MUMBAI - 400072

(hereinafter referred to as "THE PURCHASER/S"  
 (which expression shall mean and include his/her/  
 their heirs, executors, administrators and  
 assigns) of the OTHER PART:

WHEREAS:

a) One SHRI. EKNATH GANPAT PATIL & OTHERS (here-  
 inafter for the sake of brevity referred to as  
 "THE SAID OWNERS") were the Owners of all that  
 piece or parcel of land in aggregate admeasur-  
 ing 5082 sq. Yards being a part or portion of  
 land admeasuring 10078.94 sq.yards thereabouts  
 situate lying and being at Village Navghar  
 District Thane, Survey and Hissa Numbers with  
 their respective areas as under:

Sr. No.	Old S.No.	New S.No.	Hissa No.	Area agreed to be sold (in Sq.Yds)	Out of total land (in Sq.Yds.)
1.	296	58	10	1343.10	4825.20
2.	294	59	2	1778.70	1778.70
3.	293	60	1	1960.20	3875.04
				5082.00	10078.94

*2.00 (1) 1.00 (1)*

*19/11/19*



- b) By an Agreement for sale - cum - Development dated 22.08.1994 the said Owners agreed to sell the aforesaid property to Shri. MOHANLAL PADAMCHAND AGARWAL at and for the consideration and on the terms and conditions contained therein;
- c) The said Owners have also executed Irrevocable General Power of Attorney of even date in favour of said Shri. MOHANLAL PADAMCHAND AGARWAL, inter-alia, authorising and nominating them to do various acts, deeds, things and matters and sign and execute various deeds, documents, writings etc. as recorded therein;
- d) By an Agreement for sale-cum-development dated 3rd day of September, 1994 the said SHRI. MOHANLAL PADAMCHAND AGARWAL in turn agreed to sell, transfer and assign his all right, title and interest and benefit of the said Agreement dated 22nd August, 1994 in respect of the said property in favour of one SHRI. RAMCHANDRA JETHARAM VAISHNAV at price and on the terms and conditions stated herein. The said SHRI. MOHANLAL PADAMCHAND AGARWAL has also executed IRREVOCABLE GENERAL POWER OF ATTORNEY of even date in favour of said SHRI. RAMCHANDRA JETHARAM VAISHNAV for the purposes stated therein;
- e) By Deed of Assignment dated 24th day of December, 1994 the said SHRI. RAMCHANDRA JETHARAM VAISHNAV in turn agreed to sell, transfer and assign his all right, title and interest and benefit of the said Agreement dated 3rd September, 1994 in respect of MESSRS. CHHEDA ENTERPRISES at price and on the and conditions stated therein and also executed IRREVOCABLE GENERAL POWER OF ATTORNEY of even date in favour of partners of said M/s. CHHEDA ENTERPRISES for the purposes stated therein.



R. M. Chheda

M. S. S. S. Vishakha Shetty



- f) By an Agreement dated 16th December, 1996 the said M/s. CHHEDA ENTERPRISES in their turn agreed to sell, transfer and assign the benefit of the said Agreement dated 24th December, 1994 in respect of the said property with minimum saleable F.S.I. of 50733.30 Sq.ft. approx. and more particularly described in the Schedule hereunder written (hereinafter called "the said property") in favour of M/s. DARSHAN ENTERPRISES at the price and on the terms and conditions more particularly recorded in the said Agreement. The said M/s. CHHEDA ENTERPRISES, have also executed an Irrevocable General Power of Attorney of even date in favour of the said M/s. DARSHAN ENTERPRISES for the purposes set out therein, which Agreement and Power of Attorney are both valid, subsisting and binding to the parties thereto. The said M/s. CHHEDA ENTERPRISES, on execution of the said Agreement and Power of Attorney have put the said M/s. DARSHAN ENTERPRISES in possession of the said property with a view to enable them to deal with and develop the said property;
- g) The said MESSRS. CHHEDA ENTERPRISES for and on behalf of the said Original Owners have applied for and obtained requisite permission and/or scheme under the provisions of Urban Land (Ceiling and Regulation) Act, 1976, since the said property are attracted and subject to the provisions of Urban Land (Ceiling & Regulation) Act, 1976;
- h) MESSRS. CHHEDA ENTERPRISES have submitted and got sanctioned a layout plan in respect of the said property from Mira Bhayanda Municipal Council under No. NP/NR/4237/9560/94-95 and NP/NR/4236/9561/95-96. A copy of the Plan of the aforesaid layout is annexed hereto and marked as "ANNEXURE - A":

R. M. Chheda

Vishal Kher Shetty



the Flat Purchaser/s has/have made a declaration to the effect firstly that neither the Flat Purchaser/s nor the members of the family ('family' as defined under the Urban Land (Ceiling & Regulation) Act, 1976 of the Flat Purchaser/s own a tenement, house or building within the limits of Mira Bhayandar Municipal Council;

- n) Relying upon the said application, declaration, the Builders agreed to sell to the Flat Purchaser/s Flat at the price and on the terms and conditions hereinafter appearing;

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

- The Builders shall construct the said Building/s consisting of ground and 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 approved by the Flat Purchaser/s with only such variations and modifications, as may be required by the concerned local authority/the Government to be made in them or in any of them.

- The Flat Purchaser/s hereby agrees/agree to purchase from the Builders and the Builders hereby agrees to sell to the Flat Purchaser/s Flat being Flat No. 101 in Building/Wing No. 1 of area admeasuring 360 Sq. ft. on the 4th floor as shown in the floor plans for the price of Rs. 248760/- (Rupees Two Lacs Eighty Seven Thousand Six Hundred only) (including all additional sixty amenities mentioned on Page No. 23) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description

R. M. Chheda

vis hukke shetty



of the common areas and facilities / limited  
 common areas and common areas and  
 facilities. The Flat Purchaser/s hereby  
 agrees/agree to pay to the Builders the  
 amount of the Purchase price of Rs. 245 Lacs

(RUPEES Two Hundred Forty Five Lacs only) in the following  
 manner :-

- (a) Rs. 49.75 Lacs: being 20% on the  
 execution of this  
 Agreement.
- (b) Rs. being 10% on completion  
 of Plinth.
- (c) Rs. 10% on the casting of  
 First Slab.
- (d) Rs. 10% on the casting of  
 Second Slab.
- (e) Rs. 10% on the casting of  
 Third Slab.
- (f) Rs. 10% on the casting of  
 Fourth Slab.
- (g) Rs. being 7% on completion  
 of Brick Work (Internal  
 and External).
- (h) Rs. being 5% on completion  
 of Plaster (Internal  
 and External).



R. M. Chahal.

Instalk Vishvekhia Shetty

- 1) By virtue of the said Agreement/Power of Attorney the Builders alone have the sole and exclusive right to sell the flats in the said building/s to be constructed by the Builders on the said land and to enter into Agreement/s with the Purchaser/s of the flats and to receive the sale price in respect thereof;
- j) The Flat Purchaser/s demanded from the Builders and the Builders have given inspection to the Flat Purchaser/s of all the documents of title relating to the said land, the Development Agreement/s and the Plans, Designs and Specifications prepared by the Builders' Architects M/s. NAKASHA ARCHITECTS and such documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made thereunder;
- k) The copies of the Certificates of Title issued by the Attorney-at-Law or Advocate of the Builders and the copies of the plans and specifications of the flat/s agreed to be purchased by the Flat Purchaser/s approved by the concerned local authority have been annexed hereto and marked as "ANNEXURE - B" and "C" respectively;
- l) The Builders have got approved from the concerned local authority the Plans, the Specifications elevation sanctions and details of the said building/s;
- m) Prior to making applications as aforesaid as required by the provisions of Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulation) Act, 1976



R. M. Chheda

prakash Vishakhia Shetty