



बंदर - ७
 दस्त नम्बर (७२२ / २००४)
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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at MUMBAI, this 14th day of JANUARY 2004. BETWEEN DINESH M. SHARDA herein referred to as 'THE LESSEE' (which expression shall unless it be repugnant to the context or meaning thereof include the heirs, executors, administrators and assigns) of the ONE PART, AND M/s. SHETH DEVELOPERS ^{Pvt.} LIMITED, a Company registered under the Companies Act, 1956 and having its registered office at 11, Vora Palace, M.G. Road, Kandivali (W), Bombay - 400 067, to as "THE DEVELOPERS" (which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors, administrators and assigns) of the SECOND PART; AND

Mr. / ~~Mrs.~~ / Ms. K. VIJAYAKUMAR (HB)

hereinafter referred to as the "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof include his / her / their heirs, executors, administrators and assigns) of the THIRD PART.

₹ eighty one thousand nine hundred sixty five

PROPER OFFICER
 COLLECTOR OF STAMPS
 THANE

JOINT DISTRICT REGISTRAR
 CLASS - I
 THANE
 MUMBAI-CORP-9073 INDIA
 STAMP WITH E-LEKASNETRI
 99288
 102928 JAN 15 2004
 REG-0081975/P.3/031

Pr - 81975/-

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दस्त क्रमांक (७२८ / २००४)

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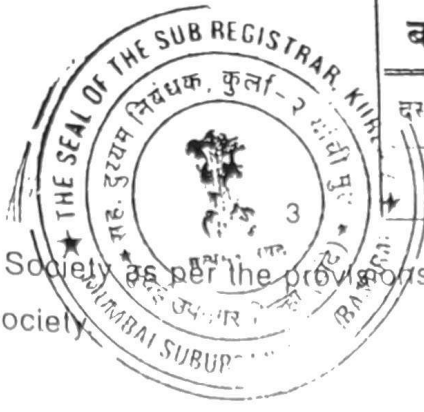
WHEREAS:

1. Vasant Gardens Co-operative Housing Society Limited is a registered Society duly registered with the Registrar of Co-operative Societies under No. WS/HSG/8406 dated 9.11.1993 . The said Society is classified under the category "Housing" Sub-classification "Tenant Co-ownership", hereinafter referred to as "the Society".
2. The said society owns and possess large piece of land bearing C.T.S. No. 29, 32, 617 & 618 of Village ~~Mumbai~~ Bombay. The above referred property is hereinafter referred to as the "said property" and is more particularly mentioned in the First Schedule hereunder written.
3. The Lessee is a member of the said society. The lessee holding 5 no. of shares of the value of Rs.50/- each bearing distinctive nos. 26 to 30 comprised in share certificate no. 4 as per the provision of the bye-laws of the said society.
4. The said society has prepared a layout of the said property and has got the said layout sanctioned from the Bombay Municipal Corporation vide letter no. CE/506/BPES/LOT dated 5.7.1996. In view of several portions of the said property being reserved for D.P. Road as per the D.P. Plan of the Bombay Municipal Corporation, natural division of the said layout into 5 number of plots has been formed. Hereinafter referred to as "the Main Plots", namely A, B, C, D & E.
5. It was unanimously agreed by the General Body of the said Society that the said Society shall construct residential structure for each of the members of the said society on their respective plots to be allotted to each of the members, including the Lessee as hereinbelow stated consisting of stilt plus one storey according to the building plans being



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to the Society as per the provisions of the bye-laws of the said society.

6. The said society, as decided by the General Body, constructed residential structure on the plot intended to be allotted to the Lessee of the said Society. Subsequently by a Deed of Lease dated 26-2-01 the said society thereby allotted to the Lessee, the plot alongwith residential structure, more particularly mentioned in the second schedule hereunder written. The plot with structure standing thereon allotted to the Lessee by the Society is hereinafter also referred to as "the said plot". The said plot is formed out of notional sub-division of Main Plot A which Main Plot A is notionally sub-divided into 10 sub-plots, one such sub-plot being the plot allotted to the Lessee under the Lease as described hereinabove.
7. In the circumstances, the Lessee is entitled to the said plot alongwith residential structure as allotted to him/them, as mentioned in the Deed of Lease dated 26-2-01 executed between the Lessee and the Society.
8. The other 9 sub-plots, of Main Plot A have been similarly leased to other 9 members of the said society.
9. The Lessee desirous of constructing additional floors on the structure constructed on the said plot, alongwith the Developers, has/have under an Agreement dated 05-3-01 agreed to construct the additional floors on the said structure. The additional floors alongwith existing residential structure to be so constructed on the said plot, is hereinafter compositely referred to as "the said building". The building plan, of the said building has been sanctioned by the Bombay Municipal Corporation.
10. It is also provided in the said agreement dated 05-3-01 that the Developers shall be entitled to sell on ownership basis flats, offices, shops and

other premises in the said building. The Agreements for Sale of flats, offices, shops and other premises in the said building shall be executed jointly by the Lessee and the Developers. The Developers shall receive sale proceeds in respect of such sales on behalf of the Lessee and the Developers. From out of the gross sale proceeds (as defined in the said Development Agreement) certain percentage thereof shall belong to the Lessee for allowing the utilization of the benefit of the land component comprised in the said building and that the balance shall be retained by and appropriate to the Developers as in reimbursement of the money expended by the Developers on the said building and their profits.



11. As aforesaid, the Developers are entitled to sell on behalf of the Lessee and the Developers themselves, on ownership basis, flats, offices, shops, parking spaces and other premises in the said building to be constructed on the said plot.
12. Since, the said building would be contiguous to the building proposed to be constructed by other members of the said society, on the other 9 sub-plots of Main Plot A, a common Housing Society of flat Purchasers of all the building on Main Plot A may be formed whereby conveyance/sub-lease/Assignment may be proposed to be executed in favour of such common Housing Society.
13. The Competent Authority constituted under the Urban Land Ceiling Act, 1976 have by it's left B wing of the said building constructed on the said plot.
14. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said plot, the plans designs and specifications prepared by the Developer's Architect and such other documents as



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are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (herein referred to as "the said Act") and the Rules made thereunder.

15. Copies of Certificate of title issued by Advocates and Solicitors for the Developers, copies of Property Card in respect of the said property mentioned in the First Schedule herein written and the copies of the Plans and specifications in respect of the said building are hereto annexed and marked Annexures "A", "B" and "C" respectively.
16. Developers are entering into separate agreements with several other persons and parties for sale of flats, shops/commercial units, units/car parking spaces/ Garages and other premises in the said building.
17. The Developers have indicated to the Purchaser that the Developers will construct the said building in a phased manner and as per the said building plan (with such modifications thereto) as the Developers may in consultation with the Lessee from time to time determine and as may be approved by the Concerned Authorities. The programme of such phased development, will also be determined by the Developers absolutely at their own discretion.
18. The Lessee has agreed to execute this Agreement for confirming the sale of the said premises by the Developers to the Purchasers and for sale to the Purchasers of the land component comprised in the said building.

NOW IT IS HEREBY DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1. The Developers will construct on the said plot one Building with 2 wings as per the building plans sanctioned by the B.M.C. (hereinafter referred to as

6. The Developers shall sell to the Purchaser Flat/Shop/ Premises no. 1502-B on the 15th floor of the wing B of the said Building known as Willow Tower and now being constructed on the said plot (herein referred to as "the said premises"). Plans in respect of the said premises is hereto annexed and marked as Annexure "C".

7. The ^{Carpet} ~~builtup~~ area of the said premises is 555 sq.ft. (inclusive of balcony having carpet area of _____ sq.ft.) common areas and facilities for the said Building i.e. relative common areas and facilities for the said Building, relative common areas and facilities for the said premises and undivided interest of the said premises in the common areas and facilities of the Building as also the percentage of undivided interest of the said premises in the restricted common areas and other facilities provided on the floor on which same are located are as per the particulars thereof as given in Annexure hereto annexed and marked Annexure "D". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being any changes in the building plans.

8. The Purchaser shall pay to the Developers the sum of Rs. 1665300 = 00/- as the purchase price in respect of the said premises. The Purchase price of Rs. 1665300 = 00/- is inclusive of Rs. _____/- being the proportionate price of the common areas and facilities of the said Building. The said purchase price shall be paid by the Purchaser to the Developers as per the installments as under:

- Rs. 83265 = 00/- to be paid as earnest money
- Rs. 166530 = 00/- paid on signing of this Agreement
- Rs. 83265 = 00/- to be paid on or before Plinth
- Rs. 83265 = 00/- to be paid on or before 1st Slab
- Rs. 133224 = 00/- to be paid on or before 3rd Slab



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- f. Rs. 133224=00/- to be paid on or before 6th Slab
- g. Rs. 133224=00/- to be paid on or before 9th Slab
- h. Rs. 133224=00/- to be paid on or before 12th Slab
- i. Rs. 133224=00/- to be paid on or before 16th Slab
- j. Rs. 133224=00/- to be paid on or before Top Slab
- k. Rs. 99918=00/- to be paid on or before Masonary
- l. Rs. 99918=00/- to be paid on or before Plaster
- m. Rs. 99918=00/- to be paid on or before Flooring
- n. Rs. 99918=00/- to be paid on or before Sanitation
- o. Rs. 49959=00/- to be paid on or before possession
9. It is specifically agreed that, the apportionment of Rs. _____ /- as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease; the intent of the parties being that the said premises are sold to and purchased by the Purchaser with all the appurtenant rights and the lumpsum price of Rs. _____ /-. The aforesaid sum of Rs. _____ /- being the purchase price in respect of the said premises is to be received by the Developers for and on behalf of the Lessee and the Developers. The Lessee hereby confirm that payment of the consideration monies viz; Rs. _____ /- in respect of the said premises, by the Purchaser to the Developers, shall be sufficient receipt by the Lessee in respect of the value of the land component comprised in the said premises and as receivable by the Lessee as provided in the said Agreement dated 05-3-01 executed between the Lessee and the Developers . The Lessee hereby confirm the sale of the said premises to Purchasers by the Developers on the terms and conditions contained in this Agreement.



THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land admeasuring about 1,15,000 square meters bearing CTS No. 29, 32(P), 617 and 617 situate, lying and being at Village Mulund.

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THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Plot No. A - 2 admeasuring 600 square meters approx. situated in the said plot bearing CTS No. 29, 32(P), 617 and 617 situate, lying and being at Village Mulund in the Registration District and Sub-District of Bombay alongwith structure standing thereon of stilt and one storey.





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IN WITNESS WHEREOF the parties hereon have hereunto set and subscribed their respective hands, the day and year first hereinafove written.

SIGNED AND DELIVERED by the withinnamed 'LESSEE'

MR. DINESH M. SHARDA

M. L. SHAH (C. A.)

in the presence of

1.

2.

SIGNED / SEALED AND DELIVERED by the withinnamed 'BUILDERS / DEVELOPERS' SHETH DEVELOPERS PVT. LIMITED

through its Director

SHETH DEVELOPERS PVT. LTD.

Shri. _____

M. L. SHAH (C. A.)

in the presence of

1.

2.

SIGNED / SEALED AND DELIVERED by the withinnamed 'PURCHASER/S'

Mr. / Mrs. / Ms. K. VEJAYAKUMAR

in the presence of

1.

2.

RECEIPT

RECEIVED on or before the day and year first hereinabove written of and from the withinnamed 'PURCHASER/S'

Mr. / Mrs. / Ms. K. VEJAYAKUMAR

the sum of Rs. 300000/-

(Rupees Three lakhs)

only) being the amount withinnamed to have been paid by him/her/them to us by _____

Cash / Cheque No. 531576 Dtd. 15-12-03

Drawn on The Catholic Syrian Bank

WITNESSES:

Rs. 300000/-

1.

WE SAY RECEIVED FOR SHETH DEVELOPERS PVT. LIMITED. (for self and on behalf of the Lessee) SHETH DEVELOPERS PVT. LTD.

M. L. SHAH (C. A.) DIRECTOR

WILLOWS Twin Tower

for
Diya

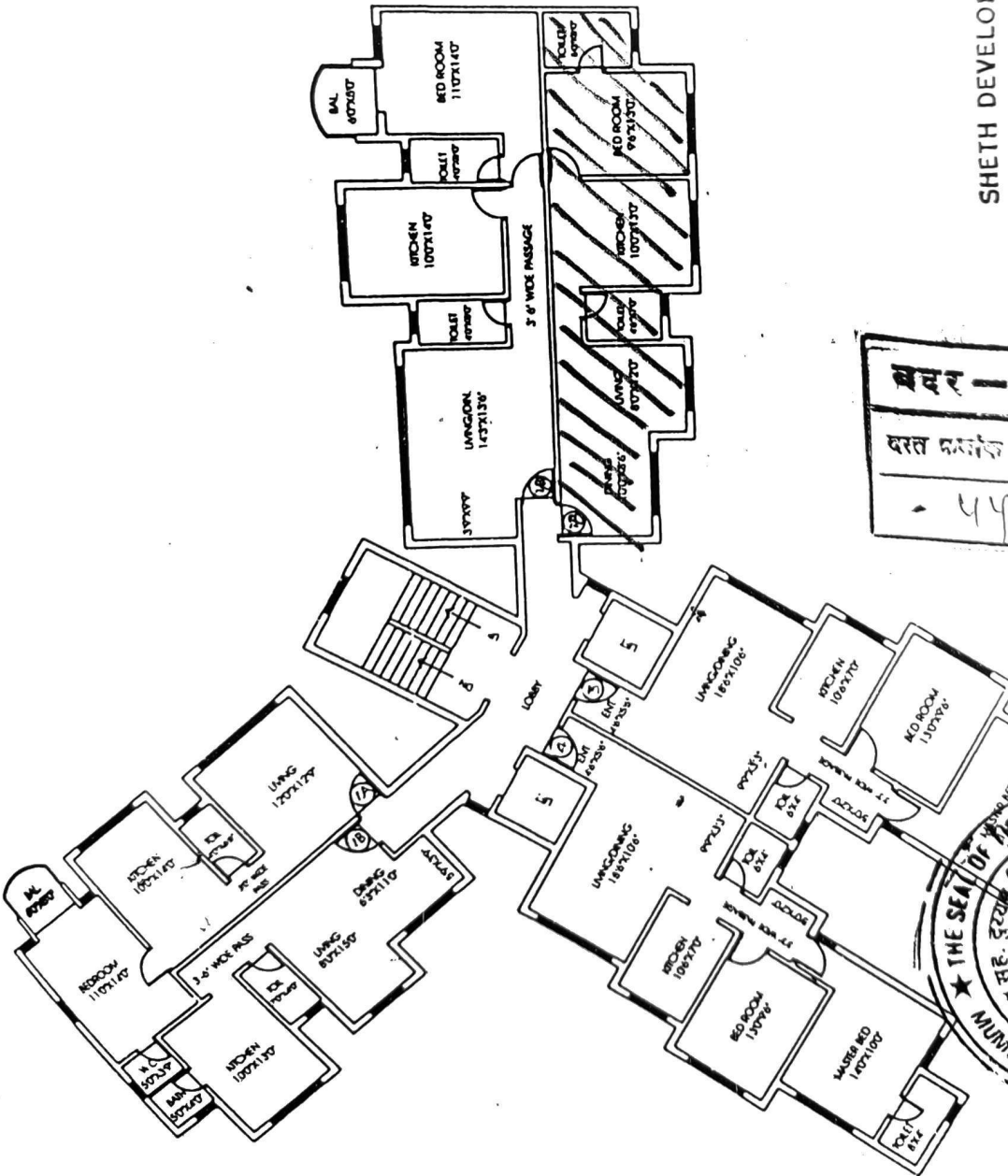
B - WING

Flat/Shop No.	1502-B
Floor	15 th

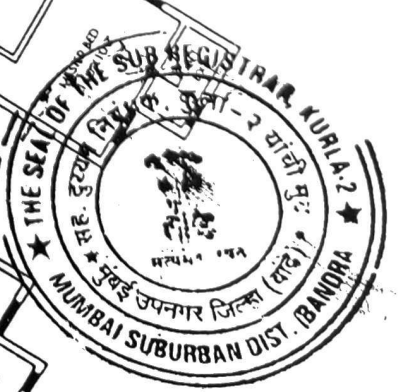
(3)

SHETH DEVELOPERS PVT. LTD.

M. L. SHAH (C. A.)



प्लान - 10
 वरत नमस्त (422 12008)
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DATED THIS 14th DAY OF JANUARY 2004

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17/01/04



SHETH DEVELOPERS LTD.

11, Vora Palace, Next to Dena Bank,
M. G. Road, Kandivali (W), Mumbai - 400 067.

To,
Shri / Smt. K. VIJAYAKUMAR

AGREEMENT FOR SALE

~~FLAT / SHOP / GARAGE / CAR PARKING SPACE~~

No. 1502-B On 15th Floor

in Wing B

in



Willows Twin Tower

Willows Twin Tower, Near Swapna Nagri, Behind Veena Nagar,
Off L. B. S. Marg, Mulund (West), Mumbai - 400 080.