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AGREEMENT FOR SALE



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Dated this 12 TH Day of NOVEMBER 1989.

BETWEEN

M/s. SATYAM ENTERPRISES

AND

SMT. SAVITRIBEN NANDIAL GUPTA
3-207, GANESH SHOPPING CENTRE
ACHOLE ROAD; NALLASOPARA (EAST)
TALUKA: VASAI DIST: THANE

IN RESPECT OF

Flat / Shop / Room / Garage / Office No. 53 On the GROUND Floor

IN

SATYAM - SHIVAM
SHOPPING CENTRE

:- BUILDERS :-

M/s. SATYAM ENTERPRISES
6, KANTI BUILDING, NAVGHAR, VASAI ROAD, (W),
DIST THANE.



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AGREEMENT FOR SALE

दुसरे निबंधक, वसई.

THIS AGREEMENT made at VASAI on this 12th day of November in the year One Thousand Nine Hundred Eighty Nine M/S. SATYAM ENTERPRISES, a registered partnership firm registered under Indian Partnership Act, 1932 having their place of business at 6 Kanti Building, Village Navghar, Taluka Vasai, Dist. Thane hereinafter referred to as the "**BUILDERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their partner or partners for the time being or their heirs, executors and administrators and/or assigns) of the ONE PART.

AND

SMT./SHRI/MISS Savitriben Nandlal Gupta, age about 35 years, residing at B/207, Ganesh shopping centre Aehole Road Nallasopara (W) Tal. Vasai Dist. Thane hereinafter referred to as "**THE FLAT/SHOP/ROOM/GARAGE/OFFICE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors legal representatives and/or assigns) of the OTHER PART.

AND WHEREAS under Sale Deed dated 23/7/87 duly registered at the office of Sub-Registrar of Assurance Vasai which is duly registered under Sr.No.2004, wide receipt No.301820 whereby the builder herein had purchased an open Non-Agricultural plot of land bearing Survey No.24 (New), 445 K (Old) area about 0-02-8 H.R. assessment Rs.0-50, Survey No.26 (New) 445 A-1 (Old), Hissa No. Paiki area about 0-06-3, assessment Rs.6-75, and Survey No.26 (New) 445 A-1 (Old) area about 0-04-6 Assessment Rs.0-50

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AND WHEREAS under Section 4 of the said Act the builder is required to execute a written Agreement for Sale of said Flat/Shop/Room/Garage/Office purchaser, being in fact these presents and also to register said Agreement under the Registration Act.

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

1. The Builder shall construct the said building/s consisting of Ground and Three/Two upper floors on the said land in accordance with plans, designs, specifications approved by the concerned Local Authority and which have been seen and approved by the Flat/Shop/Room/Garage/Office purchaser with only such variations and modifications as the builder may consider necessary or as may be required by the concerned local authority the Government to be made in them or any of them.

PROVIDED that the Builder shall have to obtain prior consent in writing from the Flat/Shop/Room/Garage/Office purchaser in respect of such variations or modifications which may adversely affect the Flat/Shop/Room/Office/ Garage Purchaser.

2. That Flat/Shop/Room/Garage/Office purchaser hereby agrees to purchase from the Builders and the Builders hereby agrees to sell to the ~~Flat/Shop/Garage/Room/Office~~ purchaser one ~~Flat/Shop/Room/Garage/Office~~ No. 53 of the Wing No. _____ of Carpet area admeasuring 130 Sq. Ft. (which is inclusive of the area of balconies) on ~~Ground~~ floor as shown in the floor plan thereof hereto annexed and marked annexure 'D' building (hereinafter referred to as the "FLAT") for the total price of Rs. ₹3500 /- including amount of balconies and open space being the proportionate price of the common area and facilities appurtenant to the premises, the nature extent and description of the common/limited common area and facilities limited common area and facilities which are more particularly described in the Second Schedule hereunder written THE ~~FLAT/SHOP/ROOM/GARAGE/OFFICE~~ purchaser hereby agreed to pay to that builder balance amount of purchase price of Rs. 33500/- (Rs. Thirty Three Thousand Five Hundred ^{only}) ~~have~~ been paid to the builder on or before the execution of this Agreement in the following manner :

- (a) Rs. _____ /- (Rs. _____) on completion of plinth (approx. 10% of total cost of the said Flat/Shop/Room/Garage/Office).
- b) Rs. _____ /- (Rs. _____) only on completion of slabs (approx. 20% of total cost of said Flat/Shop/Room/Garage/Office).
- c) Rs. _____ /- (Rs. _____) only on completion of walling (approx. 7% of total

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cost of said Flat/Shop/Room/Garage/Office.)

- d) Rs. _____ (Rs. _____)
only on completion of doors and windows (approx. 10% of total cost of said Flat/Shop/Room/Office/Garage).
- e) Rs. _____ (Rs. _____)
only on completion of flooring (approx. 7% of total cost of said Flat/Shop/Room/Garage/Office.)
- f) Rs. _____ /- (Rs. _____)
only on completion of plaster (Internal & External) (approx. 7% of total cost of said Flat/Shop/Room/Office/Garage).
- g) Rs. _____ /- (Rs. _____)
only on completion of sanitary (Fittings & Plumbing) (approx. 10% of total cost of said Flat/Shop/Room/Office/Garage).
- h) Rs. 33500 /- (Rs. Thirty Three Thousand five Hundred only)
on remaining at the time of occupation of the said Flat (approx. 14% of total cost of said Flat/Shop/Room/Garage/Office).

3) The builder hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned Local Authority at the time of sanctioning the said plans the premises to the Flat/Shop/Room/Garage/Office. Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop/Room/Office/Garage.

4) The builder hereby declare that the floor space Index available in respect of the said land is _____ Sq. Mts. only and that no part of the said floor space index has been utilised by the builder elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the builder elsewhere, then the builder shall furnish to the Flat/Shop/Room/Garage/Office. Purchaser all the detailed particulars in respect of such utilisation of the said floor space index by him. In case while developing the said land the builder has utilised any floor space index on any other land or property by way of floating floor space index, then the particulars of such floor space index, shall be disclosed by the builder to the Flat/Shop/Room/Garage/Office purchaser. The residual F.A.R. (F.S.I.) in the plot or layout not consumed will be available to the builder till the registration of the society. Whereas after the Registration of the Society the residual F.A.R. (F.S.I.) shall be available to the society.

5. In case the builder in acting as an agent of the Original owner of the said land, then the builder hereby agrees that he shall before handing over possession of the Flat/Shop/Room/Garage/Office to the Flat/Shop/Room/

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of giving of time to the Flat/Shop/Room/Garage/Office Purchaser by the builder shall not be construed as waiver on the part of the builder or any breach of Non-Compliance of any of the terms and conditions of this Agreement by the Flat/Room/Shop/Garage/Office Purchaser nor shall the same in any manner prejudice their rights of the builder.

22. The Flat/Shop/Room/Garage/Office Purchaser and/or Builder shall present this Agreement as well as the Conveyance/s the proper Registration office of Registration within the time limit prescribed by the Registration Act and the Builder will attend such office and admit execution thereof.

23. All notice to be served on the Flat/Shop/Room/Garage/Office Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat/Shop/Room/Garage/Office Purchaser by Registered Post A.D./Under Certificate of Posting at his/her/their address specified below: viz.

SMT. SAVITRIBEN NANDLAL GUPTA

B-207, GANESH SHOPPING CENTRE, ACHOLE ROAD

NALLASOPARIA (E), TAL: VASAI DIST: THANE

24. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flat/Shop/Room/Garage/Office in the said building if any, shall be exclusively to the respect Purchaser of the Terrace Flat/Room/Shop/Garage/Office and such terrace space in front of or adjacent is intended for the exclusive user of the respective terrace Flat/Room/Shop/Garage/Office Purchaser. The said terrace in from the or the permission is writing is obtained from the concerned Local Authority and the Builder or the Society, or as the case may be, the Limited Company.

25. This Agreement shall always be subject to the provision of the Maharashtra Apartment Ownership Act (Mah.) Act No. XV of 1971 and the rules made there under/said Act and the Rules made thereunder.

SCHEDULE I 'A' MENTIONED HEREIN:

All the pieces or parcels of Non-Agricultural land lying, being and situate at Village Nilemore, within the area of Nilemore Gram Panchayat & within the limits of Panchayat Samiti - Vasai & Zilla Parishad Thane, Taluka & Registration Sub-District of Vasai, District Thane bearing Survey Nos. as under :-

<u>Old Survey No.</u>	<u>New Survey No.</u>	<u>Hissa No.</u>	<u>Area</u> <u>H.R.</u>	<u>Asst.</u> <u>R.P.</u>
445-K	24		0-2-8	0-50
445-A-1	26	(Paiki)	0-06-3	6-75
445-A-2	27		0-04-6	0-50

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(In all admeasuring to 5q.Mts. or thereabouts)
which is bounded as under :-

- ON or towards the East by : Western Railway Open space.
On or towards the West by : Property of Shri Arun Ganesh Vartak.
On or towards the North by : The Road.
On or towards the South by : Prop. of Shri Ebrahim Gaugh.

THE II-'A' SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of Non-Agricultural land lying, being and situate at Village Nilemore, within the area of Nilemore Gram Panchayat, and within the limits of Panchayat Samiti Vasai, and Zilla Parishad Thane, Tal. and Registration Sub-Dist. Vasai, District and Registration District: Thane bearing old Survey No. 445-B New, Survey No.23, admeasuring 273 square yards that is 228.78 square meters or thereabouts, together with structure which is bounded as follows: that is to say:-

- On or towards the East : By property of Kishandrao A. Goli.
On or towards the West : By property of Rambhau Naik.
On or towards the North : By public road.
On or towards the South : By property of Dhramdas M. Nalekar.

THE III-'A' ABOVE REFERRED TO:

ALL THAT piece or parcel of Non-Agricultural land lying, being and situate at Village Nilemore, within the area of Nilemore, Gram Panchayat and within the limits of Panchayat Samiti - Vasai, Zilla Parishad Thane, Tal. and Registration Sub-District Vasai, Dist. and Registration District: Thane, bearing Old Survey No.445-A New Survey No.25, admeasuring 884.50 Sq. Mts. which is bounded as follows, that is to say :-

- On or towards the East : By property of Rambhau Naik
On or towards the West : By property of Kisanrao A. Goli.
On or towards the North : By land bearing S.No. 23Pt. and Public Road.
On or towards the South : By property of Ibrahim G. Vora.

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SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece & parcel of ~~Flat/Room/Shop/Garage/Office~~
NO: 53 admeasuring to 130 Sq. Feet carpet area
 or thereabouts on the Ground floor _____ wing of building
 namely Satyam Shivam Building situate at Village Nilemore
 Tal. Vasai, Dist. Thane.

SIGNED, SEALED AND DELIVERED) For Satyam Enterprises
 by the withinnamed the BUILDER)
 M/s. Satyam Enterprises in) *K. L. Rathi*
 the presence of _____) Partner
Girishkumar P. Pawhal)

SIGNED, SEALED AND DELIVERED)
 by the withinnamed "THE)
 PURCHASERS" Shri/Miss/Mrs.) *सावित्री नं. गुप्ता*
Savitriben Nandlal Gupta)
 in the presence of _____)
Amil Thakurji Pasad)

RECEIVED of & from the ~~Flat/Shop/Room/Garage/Office~~
 Purchaser above named a sum of Rs. 40000/- (Rs. Forty
Thousand only _____) only being the Fifteen percent
 of Sale price of the premises as advance payment of deposit
 paid by the Flat/Shop/Room/Garage/Office Purchaser to
 the Builder.

WITNESSES :

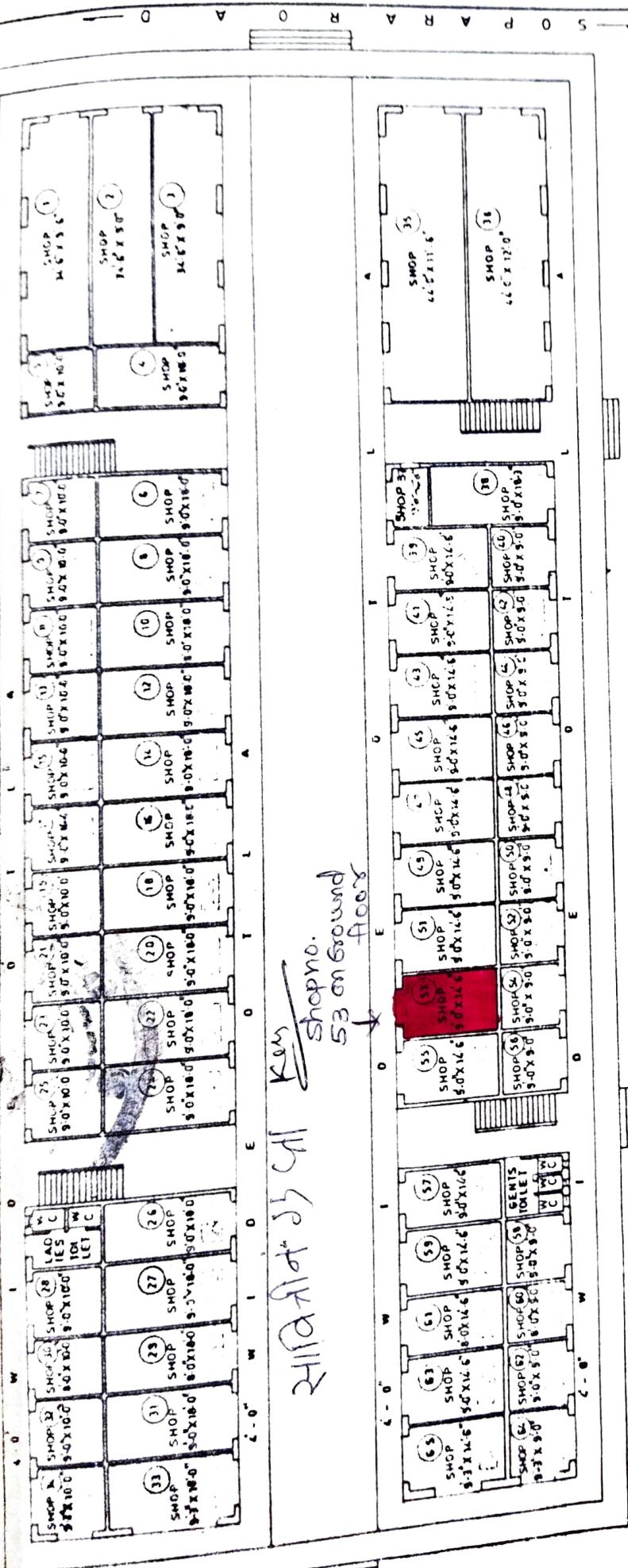
1. *[Signature]*
2. *[Signature]*

I SAY RECEIVED

For Satyam Enterprises

K. L. Rathi

Partner.



GROUND FLOOR PLAN

SATYAM ENTERPRISES

STATION ROAD,
NALASOPARA,
WEST

SATYAM SHIVAM

SOWANI AND ASSOCIATES

ARCHITECTS • ENGINEERS • VALUERS

A/2, CHANDRABHA APARTMENT,
NEAR TATA PRESS, PRABHADEVI,
BOMBAY 400 025
101 SAVITA PALACE, AMBADI ROAD,
VASAI (WEST) 401202

PHONE: 4222766, 4223133
VASAI : 960

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