

AGREEMENT TO SALE FOR OWNERSHIP FLAT

THIS AGREEMENT made at Dombivli this 2<sup>nd</sup> day  
of October, 1982, BETWEEN M/s. V.R. Kale & Associates  
a partnership firm duly registered under the provisions  
of the Indian Partnership Act, 1932, and having their office  
23, Bhagyodaya Bldg. Ramnagar, Dombivli (East) through  
its partner Shri. V.R. Kale, hereinafter be referred to as  
the Developers (which expression, unless repugnant to  
the context or meaning thereof, shall mean and include  
its other partner, firm survivor and their heirs,  
administrators, executors, and assigns) of the part  
One Part ;

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Shri. Sheshkar Dagdu Patil, aged 34, the son of  
HUF, residing at Patharli Village, Gogarwadi, A.  
hereinafter be referred to as the Confirming party  
(which expression unless repugnant to the context  
meaning thereof shall mean and include their heirs,

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administratives, executors, and assigns) of the Party  
of Second Part;

shri. MATIRKHAN GULABKHAN, aged about 35 years residing at 152/3  
CHANAKA NEER SUGANDH CHAMAK  
NIBBHR AYRE ROAD, DOMBIVLI,  
hereinafter be referred as the Flat - Purchaser  
expression, shall mean and include his/her heirs  
strators, executors and assigns) of the party of  
Third Part;

WHEREAS :

- 1) The Original Owner Shri. Bhaskar Bagdu Patil and 4 others, Bhaskar being HUF of Joint Hindu Family, are seized and possessed and/or otherwise well and sufficiently entitled to property lying and situate at Mouje Gajah Patherli, Talsil Kalyan, District Thane, in the jurisdiction of Kalyan Municipal Corporation, Kalyan bearing S.No.21, Hissi No. 2, measuring 4840 Sq. yds, equivalent to 4045 Sq. metres.
- 2) The father of the confirming party has granted the lease of the property for 50 years at 4840 Sq. yds, equivalent to 4045 Sq.metres, is being expiring in the year or two. The lessee have been included in the Original party.
- 3) The Confirming party intend to develop the property by constructing new building and will do so.

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flats thus constructed on the above-mentioned ownership basis, and hence entered into the contract with the party of first part, dated 1st October, 1986.

- 4) As per the said agreement, it has been agreed with the confirming party that the blocks measuring 9500 Sq.ft. shall be given to the confirming party as the part of compensation to be paid for allowing to develop the property and sell the said flats constructed, except that Developers have agreed to give to the confirming party as the part of compensation, as decided made the agreement dated 1st October 1986, through it was necessary that individual agreement should be made by the confirming party, it is legal that the agreement should be signed by the Developers, as the other blocks than given to the Confirming Party, shall be sold out on the ownership basis to other prospective customers, and the confirming party shall join the agreement to sale of flats, in respect of the flats allotted by the Developers as the compensation stated hereinabove.
- 5) Even otherwise the Developers is executing this agreement, it has been agreed that the flats to the confirming party shall be sold at the same confirming party mentioned and the amount of consideration shall be paid directly to the confirming party and not to the Developers, the compensation of these block is part of the consideration or compensation for developing

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said property and running block than the party is giving as part of compensation to the party, be sold on ownership basis by him in amount that they may deem fit.

- 6) However the legal and other deposits amount whatever stated herein than the consideration of the block, shall be paid to the Developers and the said amount shall be taken at the time of the possession by the Developers which agreed by both the parties herein.
- 7) The Developers have got the plan sanction from the Dombivli Municipal Council, the Division of the Kalyan Municipal Corporation and the said plan, specification and other documents have been seen and approved by the Flat-Purchaser.
- 8) On receiving the total consideration as agreed herein, when received by the confirming party, he shall give in writing to the Developers to hand over the possession of block for which this agreement is entered into and giving the possession of the flats of Confirming Party to the Developers, the Owner shall make a lease agreement for 89 years in favour of the Owners Society formed by the Developers of all such Flat-Purchasers or the Shop-Purchasers.
- 9) The party has been and approved the plan no. Flat No. A 302, on THIRD Blocks, measuring 540 Sq.ft. (Built-up) at Rs. 250/- (per Sq.ft.) Built-up area.

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in total consideration of Flat No. A 302  
Rs. 1,35000/- Rupees One lakh Thirty  
Five Thousand only.

being constructed on the said property known  
"RADHYESHAM APARTMENT", 'B' Building 'A' wing

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- 1) The Developers shall construct the Building on the property lying and situate at Village Gajabandhan Patharli, Tahsil Kalyan, District Thane within the jurisdiction of Kalyan Municipal Corporation, Kalyan and fully described in the Schedule hereunder written and as agreed in the Developers agreement they shall give blocks 18 admeasuring 9500 Sq.ft. in Radheshayam Bldg B-Building- A, 'B' Wing (approx.) out of the total blocks, constructed on the aforesaid property the flat purchaser has agreed to purchase Flat No. A 302 on Third floor, admeasuring 540 Sq.ft. (Built-up) for total consideration of Rs. 1,35000/- which the confirming party shall get the sum of Rs. 20250/- as the earnest money.
- 2) The flat purchaser has agreed to take the Flat No. A 302 on Third floor admeasuring 540 Sq.ft. (Built-up) for the total consideration of Rs. 1,35000/- (Rupees One lakh Thirty Thousand only) out of

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Buyer shall pay the sum of Rs. 1,02,50/-.

(Rupee) Twenty Thousand Two Hundred.

towards the consideration of purchase of the Flat.

No. A 302 on Third floor shall be paid

as under :-

- a) Rs.                    On completion of 2nd stage.
- b) Rs.
- c) Rs.
- d) Rs.
- e) Rs. 114750 at the time of taking possession of the flat.

The time is the essence of contract, and the instalments shown above should be paid punctually to the confirming party and the receipts given by the confirming party shall be valid and the Developer hereby assure the Flat-Purchaser to hand over the possession of the Flat stated hereinabove subject to payment made to Shri Bhaskar Patil, Karta HUF, the Confirming Party as shown as party to Second Part and legal and other charges to the Developers at the time of possession.

3) Besides the consideration of the block shall be paid to the confirming party and shown the sum of Rs. 5600/- as per details against each expenses, to the Developers as follows:-

- Rs. 160/- Share money and entrance fee for Society.
- Rs. 100/- Expenses for formation of Co-op. Hsg. Society of all the Flat/Shop Holders.
- Rs. 2000/- Deposit of MGSE.
- Rs. 1000/- Legal expenses of making the Lease Agreement and registering it.
- Rs. 2000/- General expenses and deposit for Maintenance charges and Municipal Taxes, in the initial year till the societies formed.

Rs. 5600/- TOTAL.

*H NGK/R*

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- 4) Possession : After execution of the Deed of Conveyance through Co-op. Hsg. Society.
  - 5) The Flat-Purchaser shall use the flat for residential purpose and shall not use the loan granted for the said Purchaser and maintain the flat clean and in tenantable condition and shall not alter, change and make addition to the said flat, or to the building or part thereof in which the purchaser is staying.
  - 6) The flat purchaser hereby agrees to observe and perform all rules, regulation and bye-laws which the said society may adopt at its meetings from time to time and all times for protection observing and performing the building rules and regulation in force by Municipal Corporation or the Co-op. Hsg. Society.
  - 7) The Flat-Purchaser shall at no time demand partition of his/her interest in the said land and building in any part thereof, it being hereto declared and agreed by the Flat Purchaser that his/her interest in the said property is inseparable and it is hereby confirmed that the Developer shall not be liable to execute assignment or other document in favour of the purchaser.
  - 8) Upon the possession of the said premises is given, he/she shall be entitled to use and the occupation of the said premises, and he/she shall have no claims against the Developer in respect of any item of work in said premises which may be alleged not to have been carried out and completed.

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- 9) The Fixture, fittings and amenities to be provided in the said building or in the said premises and material used in the construction of building shall be those as set out in the schedule marked "Exhibit 'A'".
- 10) The Flat Purchaser shall from the date of possession, maintain the said flat as her/his own cost in good and tenantable condition and shall not do or suffer to be done anything which may damage the said building or to the said premises, staircase, and common passage which may be against the rules and bye-laws of Municipal Corporation or any other Govt. and Semi Government authority.
- 11) Provided it does not in any way affect or prejudice the right of the purchasers in respect of the said premises, the developer and the confirming party shall at liberty to sell, assign, transfer or otherwise deal with the right, title and interest in the said property.
- 12) The Purchaser shall not let, sub-let, sell, transfer, assign, or part with possession of the said premises. Until all the dues payable by him/her to the confirming party and/or the Developers are fully and paid, only if the Purchasers are fully and paid, only if the Purchaser have been not guilty of breach of non-observance of any terms and conditions of this agreement and until he/she/they obtain previous consent of the confirming party and the Developers.

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- 13) The Flat-Purchaser and the person to whom said premises is let, sub-let transfer, or given possession of shall from time to sign all applications, a paper and things the Developers or the co-op. Socy. require for safe-guarding the interest of the Developers/the confirming party/or the Flat Holders in the said building.
- 14) On the completion of the said building and receipt of the Developers/the Confirming party full payment of all the amounts due and payable to them by the flat holders, the Developers shall co-operate in forming the Co-op. Socy. and shall execute or get executed the lease for 99 years in favour of the said Co-op. Socy. formed by all flat holders.
- 15) The Stamp duty and registration charges and incidental charges of this agreement shall be borne and paid by the flat purchaser on Lodging this agreement with sub-registrar the Developers/the confirming party shall sign and execute the same, and when informed.
- 16) In case security deposit is demanded by the Municipal Corporation or Electricity Board for any Civil Development or any additional development to the city, in such case, the purchasers of Flat shall pay his proportion share to the Developers or to the Society as the case may be to enable the Developers or society to pay the said authorities.

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THE SCHEDULE AS REFERRED HERETOFORE.

I A.M. that piece and parcel of non-agricultural  
Plot of land admeasuring 4840 Sq. yds. or equivalent  
4045 Sq. meter, bearing Survey No. 31, Hissa No. 3 of  
village, of Gajbandhan Patherli, Taluka Kalyan, Dist.  
within the jurisdiction of Kalyan Municipal Corporation  
on which the said Building were constructed and Block

No. 302 floor Third of Radhyesh  
Apartment-B-Building \_\_\_\_\_ with Wing B All  
Block No. 302, admeasuring 540 sq. ft.  
(Built-up) has been purchased and said property is  
bounded by the following boundaries :-

ON OR TOWARDS EAST : Public Road.

ON OR TOWARDS WEST : C.S. 11228, 11266  
and 11269.

ON OR TOWARDS NORTH : C.S. No. 11293, 11298  
and Access.

ON OR TOWARDS SOUTH : C.S. No. 11304.

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Exhibit

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IN WITNESS WHEREOF the parties hereto have hereunto  
subscribed their hands and signature on the day and  
year herein above mentioned.

SIGNED AND DELIVERED BY )  
the withinnamed Developers )  
M/s. V.B. PALE & ASSOCIATES. )  
in the presence of Gulab )  
S.N. Shahadekar )

SIGNED AND DELIVERED BY )  
SHRI. BHARAT BHAU SARAWADE )  
THE CONSTITUTENT POWER OF )  
ATTORNEY of the withinnamed )  
Shri. Sharad D. Patil & other. )

SIGNED AND DELIVERED BY )  
the withinnamed Flat )  
Purchaser Nazir Khan..... )  
...Gulabkhan Khan..... )  
in the presence of P.M..... )  
Shahadekar )

No. V.B. / 407

B. Sarawade

N.R.Khan

RECEIPT

Paid me the sum of Rs. 202.50 /-(Rupees  
Two hundred and two Rupees and Fifty Only

(/-) being the part considered  
towards awards flat No. A 302 on Third  
Floor, wing A Building known as

"RADHISEYAM APARTMENT" by Shri. Sharat Bhau Saravade,  
the constituent power of attorney of Shri. Bhaskar  
Daydu Patil, and Others as stated hereinabove. Pl. Note  
Recd of my D.D. no. 823481 drawn on  
Bank of India, Panvel Branch in the name of  
Dinesh D. Patil

Saravade

Constituent Power of Attorney  
of Shri. Bhaskar D. Patil &  
Others.

18-12-83

S. V. Palsule Desai,  
B.A., LL.B.

Mahajan Building,  
2nd floor,  
Shiv Mandir Path,  
G-321, Ramnagar,  
Dombivli (East),  
Dist. & Thane.

REMONSTRANCE AT MAY CONCERN.

Re:- Non-agricultural plot of land measuring 1 acre  
bearing Survey No. 21, Hissa No. 3, Part of Village  
Gajabandhan Petharkli, Salunka-Kalyan, together  
with the structures standing thereon situated  
Bajendra Prasad Road, Ramnagar, Dombivli (East)  
Dist. & Thane.

THIS IS TO CERTIFY that Shri. Anubal Deodhi Patil and  
Lokesh Deodhi Patil are the owners of the aforesaid property  
claimed to be let out Messrs. V.N. Tale & Associates on  
behalf of themselves.

On the basis of the representations made, I find that  
the said property has already been put to non-agriculture.  
I further find that there is no vacant land within the meaning  
of the Urban Land (Ceiling and Regulation) Act, 1976 and its  
revisions or the Urban Land (Ceiling and Regulation) Act  
1976 are not applicable to the aforesaid property.

Dated this 11th day of April, 1987.

34/  
S. V. PALSULE DESAI,  
Advocate, High-Court.

R.N.D.

DOMBIVLI MUNICIPAL COUNCIL

20/09/1973

Office of the Municipal  
Council, Dombivli.

Date 25-9-1973

Shri. Sudhan Ravchandra Gokhale & Others,  
Vidhale Compound, Ramnagar,  
Dombivli (East),

Rebs: - No Objection letter in connection  
with the proposed building in the  
Plot bearing S.No.21, E.No.3 (pt)  
of G. S. Patharli, Taluka-Kalyan,  
Dist - Thane.

Reff: - Plans approved under No.3997  
dated 24/8/1973, in the name of  
Shri Ravchandra V. Gokhale.

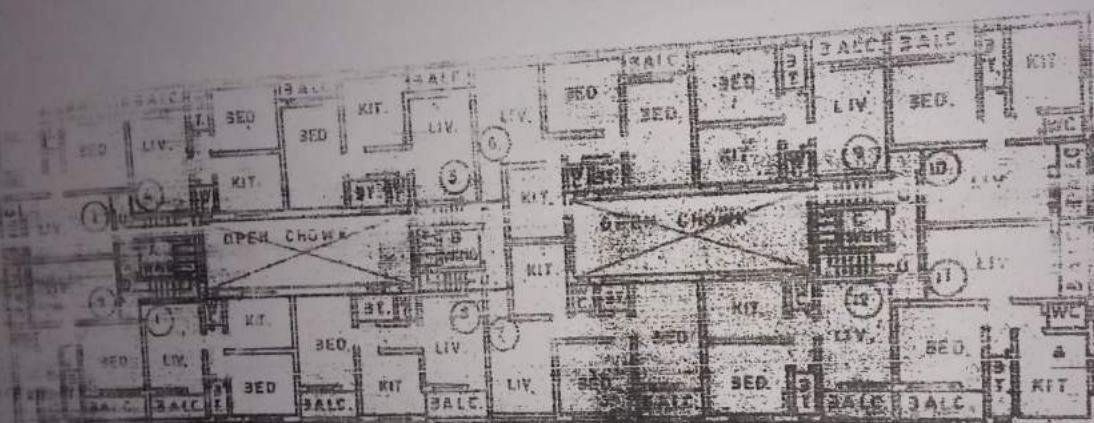
Dear Sir,

In view of the State Government's directive  
issued under Urban Development and Public Health Department  
Circular dated 19th July, 1973, Dombivli Municipal Council  
is to issue no objection for completion, of the entire building  
work which has already commenced, strictly as per the  
Building permission issued under No.3997 dated 24/8/1973.

Yours faithfully,

Sd/-  
Chief Officer,  
Dombivli Municipal Council.

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TYPICAL FLOOR PLAN BUILDING

LENTEN FLOOR: THIRD & FOURTH FLOOR  
SCALE - 1' TO FEET

FLOOR NO.	FLOOR	BUILT UP AREA
302	THIRD	540 SFT

AGREEMENT PLAN OF THE PROPOSED RESIDENTIAL  
BUILDING IN THE PROPERTY BEARING S. N.O. 21  
VILLAGE GURU RAMA  
DIST. PUNJAB

DEVELOPER

V. R. Kalsi & Associates

ARCHITECT'S NAME & ADDRESS

V. R. KALSI

गा. न. नं. ७ अ १२

म. ब. द. ९। संसार. ३

	केस्टर आर
भाव लाभण्यां शायक	०८६-९
प्राप्तवाचना	---
प्रकृति	०९६-९
साकार	०८६-६०
जळी लाभण्या	
आदा साकार	
पांची	

कवयित्री  
अनुबूति दृष्टि पाठ्यक्रम  
प्राप्तवाचना शायक पाठ्यक्रम  
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अनुबूति दृष्टि पाठ्यक्रम

गा. न. नं. ८

प्राप्तवाचना

ट्रैनर हास

गांधी न. नं. ७ अ

गांधी न. नं. १२

वर्ष	कुल आणि संघ	दोष	दीप्त	पिके आणि लागणफह	दोष
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असल बरहूकूम खारी नवकल दिली असे

लारीख २०

पांडीन

Kashiyा ८००६-१२-०८

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तलाडी

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