

AGREEMENT TO SALE FOR OWNERSHIP FLAT

THIS AGREEMENT made at Dombivli this 2nd of September 2009, 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 at 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 1 of One Part ;

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Shri. Sheskar Dagdu Patil, aged 34, the first HUF, residing at Patharli Village, Gogras Wadi, 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. NAJIRKHAM GULABKHAM. PUNE
aged about 35 years residing at KHOSLA
CHAWL, NEAR SUGANDHI CHAWL,
NAGAR AYRE ROAD, DOMBIVLI,

hereinafter be referred as the Flat - Purchaser
expression, shall mean and include his/her heirs,
administrators, executors and assigns) of the party of
Third Part;

WHEREAS :

- 1) The Original Owner Shri. Bhaskar Dagdu 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 Mouja Gajab
Patharli, Tahsil Kalyan, District: Thane, in
the jurisdiction of Kalyan Municipal Corporation
Kalyan bearing S.No.21, Hissa No. 3
measuring 4840 Sq. yds. equivalent to 4045 Sq.
meter.
- 2) The father of the confirming party has granted
the lease of the property for 50 years
4840 Sq. yds. equivalent to 4045 Sq. meter.
is being expiring in the year or two. The
leasee have been included in the Original
right.
- 3) The Confirming party wanted to develop
by constructing new building and sell the

8/11/82

flats thus constructed on the aforesaid 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 in the agreement dated 1st October 1986. Through it was necessary that individual sale should be made by the confirming party, it is agreed and 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 as stated hereinabove.
- 5) Even otherwise the Developer is executing this agreement, it has been agreed that the flats given to the confirming party shall be sold at the price as the confirming party may deem fit and the amount of consideration shall be paid directly to the confirming party and not to the Developer, the compensation of these blocks is part of the consideration or compensation for developing the

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said property and remaining block when the parties
were giving as part of compensation to the
party, be sold on ownership basis by him for an
amount that they may deem fit.

- 6) However the legal and other deposits amounting
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 sanctioned
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 given in writing to the Developers and
hand over the possession of block for which
this agreement is entered into an giving the
possession of the flats of Confirming Party to
the Developers, the Owner shall make a lease
agreement for 99 years in favour of the Co-Operative
Society formed by the Developers of all such
Flat-Purchasers or the Shop-Purchasers.

- 9) The party has seen and approved the plan and
flat No. A 302 on THIRD Floor, area
covering 540 Sq.ft. (Built-up) at
Rs. 250 /- (per Sq.ft.) Built-up and

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the total consideration of Flat No. A 302
Rs. 1,35,000/- Rupees One lakh Three
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 measuring 9500 Sq.ft. in Radheshyam Building 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, measuring 540 Sq.ft. (Built-up) for the total consideration of Rs. 1,35,000/- which the confirming party shall get the sum of Rs. 20,250/- as the earnest money.
- 2) The flat purchaser has agreed to take the Flat No. A 302 on Third floor measuring 540 Sq.ft. (Built-up) for the total consideration of Rs. 1,35,000/- (Rupees One lakh Thirty Thousand only) out of

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He/she shall pay the sum of Rs. 2,02,50/-

(Rupees) Twenty Thousand Two Hundred

covers 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. 114,750 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 in 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. 340/- Expenses for formation of Co-op. Hsg. Society of all the Flat/Shop Holders.

Rs. 2000/- Deposit of MSRB.

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.

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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 Flat for any other purpose than granted for the Flat-Purchaser and shall maintain the flat clean and in tenable condition and shall not alter, change and make additions 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 interest from time to time and all times for protecting, 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 parties of his/her interest in the said land and building in any part thereof, it being hereby declared and agreed by the Flat Purchaser that his/her interest in the said property is imperishable and it is hereby confirmed that the Developer shall not be liable to execute assignment or any 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 items of work in said premises which may be alleged not to have been carried out and completed.
- 2/11/18

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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 as those as set out in the schedule marked as Exhibit 'A'.
- 10) The Flat Purchaser shall from the date of possession, maintain the said flat as her/his own cost in good and tenable condition and shall not do or suffer to be done anything in or to 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 authorities.
- 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 premises.
- 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 the said premises is let, sub-let transfer, assigned or given possession of shall from time to time sign all applications, a paper and things required by the Developers or the co-op. Hsg. Society 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. Society and shall execute or get executed the lease for 99 years in favour of the said Co-op. Society 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 proportionate share to the Developers or to the Society as the case may be to enable the Developers or society to pay the said authorities.

THE SCHEDULE AS REFERRED HEREIN ABOVE.

I AM 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 A Block No. 302 admeasuring 540 sq. (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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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 S. N. Malwankar

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

SIGNED AND DELIVERED BY
the withinnamed Flat
Purchaser Nazirkhan
Gulabkha. Khan
in the presence of D. N. Sonawadekar

Sarwade

Nazirkhan

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RECEIPT

Received the sum of Rs. 20250 /- (Rupees Twenty Two Thousand Five Hundred Fifty Only)

(Rs.) being the part consideration towards Plot No. A 302 on Third floor, wing A 'B' Building known as

"RADHAKRISHNAN APARTMENT" by Shri. Bharat Bhanu Saravade,

the constituent power of attorney of Shri. Bhaskar

Daydu Patil, and Others as stated hereinabove. The sum

received by D.D. No. 823481 drawn on State Bank of India Mumbai Branch in the name of Shri. B. Patil

Bharat

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

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

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

TO WHOMSOEVER IT MAY CONCERN.

Re:- Non-agricultural plot of land measuring 1 acre
bearing Survey No. 21, Hissa No. 3, Part of Village
Gajinbhadan Petharli, Saluka-Kalyan, together
with the structures standing thereon situated at
Rajendra Prasad Road, Ramnagar, Dombivli (East),
Dist - Thane.

THIS IS TO CERTIFY that Shri. Anubai Dadas Patil and
Shri. Dadas Patil are the owners of the aforesaid property
which is being let to Messrs. V.R. Kale & Associates of
Bombay or Hindustan.

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

Dated this 11th day of April, 1987.

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

R. N. K.

DOMBIVLI MUNICIPAL COUNCIL

DOMBIVLI/240/1973

Office of the Municipal
Council, Dombivli.

Date: 25-1-1974

To,

**Shri. Subhas Ramchandra Gokhale & Others,
Gokhale Compound, Ramnagar,
Dombivli (East),**

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

**Ref: - Plans approved under No.5997
dated 24/3/1973, in the name of
Shri Ramchandra V. Gokhale.**

Dear Sir,

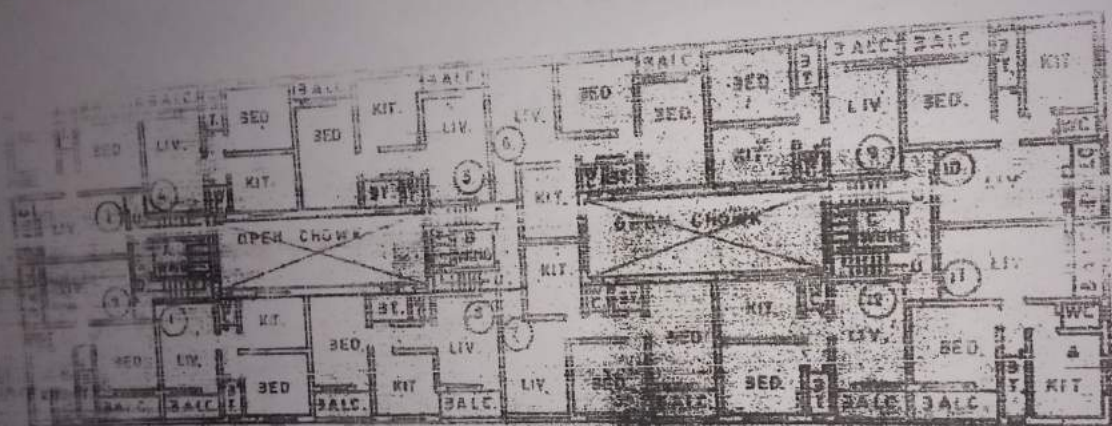
In view of the State Government's directive
issued under Urban Development and Public Health Department
Circular dated 12th July, 1973, Dombivli Municipal Council
has no objection for completion, of the entire building
work which is already commenced, strictly as per the
building permission issued under No.5997 dated 24/3/1973.

Yours faithfully,

sd/-
**Chief Officer,
Dombivli Municipal Council.**

K. B.

PKR



TYPICAL FLOOR PLAN BUILDING

THIRD & FOURTH FLOOR

SCALE - 1/8" TO 1'-0"

FLAT NO.	FLOOR	BUILTUP AREA
302	THRD	540 SFT

AGREEMENT PLAN OF THE PROPOSED RESIDENTIAL BUILDING IN THE PROPERTY BEARING S.NO. 21

DEVELOPER	ARCHITECT'S NAME & ADDRESS
Mr. V. R. Kale & Associates	V. R. KALE

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असल बरहुकूम खरी नबकल दिली असे

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Kasliya 6000-12-00

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