

OFFICE OF THE
JOINT DISTRICT REGISTRAR
THANE, MAHARASHTRA
MAH/DCRA/DIST/003

INDIA
0046200
281986
MAHARASHTRA
10.7.00
0040
1110822712

(no 17) 582

1 FEB 2000

B Forty Six thousand two
hundred only

PROPER OFFICER
COLLECTOR OF STAMPS
THANE

Ward No. 9C Flat area 1071 sq.ft. (carpet) Gnd

Market value 10,92,250/- Actual Value 10,92,250/-

AGREEMENT FOR SALE

THIS AGREEMENT MADE AT KALYAN

ON THIS 10th DAY OF February 2000

BETWEEN

Shrinivade

Shrinivade

- V. D. [Signature]

2. The Flat Purchaser hereby agrees to purchase from the Promoter Flat No. 104 on the First Floor in the building GANDHARVA Apartment, hereinafter referred to as the 'Flat' and shown in RED coloured boundary lined on the plan ANNEXED hereto and marked as Annexure 'C' having carpet area of 99.5 Sq.mtrs. i.e. 1071 Sq.ft. (subject to variation and final measurement) for a sum of Rs.10,92,250/- (Rupees Ten Lakhs Ninety Two Thousands Two Hundred Fifty Only) including the proportionate cost of only those common area and facilities appurtenant to the flat the nature extent and description of which is more particularly described in the Clause 9 of the Annexure 'E' hereunder written.

The Flat Purchaser hereby agrees to pay to the Promoter the said purchase price and consideration of Rs.10,92,250/- (Rupees Ten Lakhs Ninety Two Thousands Two Hundred Fifty Only) in the manner as follows.

- a) Rs.1,60,000/- (Rupees One Lakh Sixty Thousands Only) As earnest money to be paid on or before execution of these presents.
- b) Rs.1,60,000/- (Rupees One Lakh Sixty Thousands Only) within Seven (7) days from the completion of PLINTH.
- c) Rs.90,000/- (Rupees Ninety Thousands Only) within Seven (7) days from casting of 1st R.C.C.Slab.
- d) Rs.90,000/- (Rupees Ninety Thousands Only) within Seven (7) days from casting of 2nd R.C.C. Slab.
- e) Rs.90,000/- (Rupees Ninety Thousands Only) within Seven (7) days from casting of 3rd R.C.C.Slab.
- f) Rs.90,000/- (Rupees Ninety Thousands Only) within Seven (7) days from completion of R.C.C. Slab, work.
- g) Rs.90,000/- (Rupees Ninety Thousands Only) within Seven (7) days from the completion of the BRICK WORK.
- h) Rs.90,000/- (Rupees Ninety Thousands Only) within Seven (7) days from the completion of the

S/S

Promoter

V. N. V. K.

AND WHEREAS by and under agreement dated 25.10.1981 and registered at the office of Sub-Registrar of Assurances Kalyan under serial No. 1650/1981, Shri AMARSHI JAYRAM RATHOD and others as Vendors and Shri RASIKLAL K. SHAH and Sau. DAYABEN MANJI PORIYA as the Purchasers, the said Shri AMARSHI JAYRAM RATHOD and others have agreed to sell and convey their 1/3rd right, title and interest in the property bearing Survey No. 88 Hissa No. 3 (part) admeasuring 0 hectare 27 are 3 prati (0-27-3) and Survey No. 88 Hissa No. 4 (part) admeasuring 0 hectare 7 Are and 3 prati (0-07-3) along with other properties to Shri RASIKLAL KIRCHAND SHAH and Sau. DAYABEN MANJI PORIYA.

AND WHEREAS by and under agreement dated 25.10.1981 and registered at the office of Sub-Registrar of Assurances Kalyan under serial No. 1651/1981, Shri AMARSHI JAYRAM RATHOD and others as Vendors and Shri SHANTILAL MANJIBHAI PORIYA and Sau. NEELAM ASHWIN SHAH as the Purchasers, the said Shri AMARSHI JAYRAM RATHOD and others have agreed to sell and convey their 1/3rd right, title and interest in the property bearing Survey No. 88 Hissa No. 3 (part) admeasuring 0 hectare 27 are 3 prati (0-27-3) and Survey No. 88 Hissa No. 4 (part) admeasuring 0 hectare 7 Are and 3 prati (0-07-3) along with other properties to Shri SHANTILAL MANJIBHAI PORIYA and Sau. NEELAM ASHWIN SHAH.

AND WHEREAS in pursuance to the above recited three agreements, the said Shri RAJNIKANT MANJI PORIYA and 5 others have paid the full and final consideration unto the owners and as such Shri RAJANIKAT MANJI PORIYA and 5 others are well and sufficiently entitled to the property bearing Survey No. 88 Hissa No. 3 (part) admeasuring 0 hectare, 27 Are 3 prati (0-27-3) and Survey No. 88 Hissa No. 4 (part), admeasuring 0 hectare 7 Are and 3 prati (0-27-03).

AND WHEREAS further by and under the Development agreement dated 20th August, 1999 lodged for registration at the office of Sub-Registrar of Assurances at Kalyan under serial No. 2504 dated 20.08.1999 made and executed between Shri AMARSHI JAYRAM RATHOD and others as Owners, Shri RAJNIKANT MANJI PORIYA and 5 others as Confirming Party and M/s. V. S. CONSTRUCTION as the Developer viz. the Promoters, the Promoters herein acquired the development rights in respect of all that pieces and parcels of land converted to non-agricultural use bearing Survey No. 88

Sw

Pravin

V. S. Construction

A N D

- 1) Mrs. SARITA RAJENDRA WANKHADE, Age-30 Yrs.
Occupation - Lecturer
- 2) Dr. RAJENDRA JANARDYAN WANKHADE, Age-35 Yrs.
Occupation - Doctor,

residing at 02, Godavari, Vijay Baug Complex, Herbad Road, Kalyan (W) hereinafter called and referred to as the FLAT PURCHASER/s (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) the PARTY OF THE SECOND PART.

WHEREAS Shri AMARSHI JAIRAM RATHOD and others are the owners of the pieces and parcels of land lying, being and situate at village Chikanghar, Taluka Kalyan, District Thane, bearing Survey No. 88 Hissa No. 3 (part) and Survey No. 88 Hissa No. 4 totally admeasuring 1948.79 sq. metres and more particularly described in the SCHEDULE hereunder written (hereinafter for the sake of brevity called and referred to as the " said property ")

AND WHEREAS by and under agreement dated 25.10.1981 and registered at the office of Sub-Registrar of Assurances Kalyan under serial No. 1649/1981, Shri AMARSHI JAYRAM RATHOD and others as Vendors and Shri RAJNIKANT MANJI PORIYA and Kumari REKHA RASIKLAL SHAH as the Purchasers, the said Shri AMARSHI JAYRAM RATHOD and others have agreed to sell and convey their 1/3rd right, title and interest in the property bearing Survey No. 88 Hissa No. 3 (part) admeasuring 0 hectare 27 are 3 prati (0-27-3) and Survey No. 88 Hissa No. 4 (part) admeasuring 0 hectare 7 Are and 3 prati (0-07-3) along with other properties to Shri RAJNIKANT MANJI PORIYA and Kumari REKHA RASIKLAL SHAH

So

Handwritten signature

Handwritten signature

M/s. V. S. CONSTRUCTION, a partnership firm, having its office at Matrubaug, First Floor, Near Kala Talav, Telephone Exchange, Ganpati Chowk, Kalyan, District Thane, through its partner Shri VIKAS N. VIRAR, hereinafter called and referred to as the PROMOTERS (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners constituting the said firm for the time being, their successors, administrators & assigns) being the PARTY OF THE FIRST PART.

Sw

P. S. Virar

V. N. Virar

Share Certificate No. 007

Member's Register No. 07

GANDHARVA GO-OPERATIVE HOUSING SOCIETY LIMITED

Registered under the Maharashtra Co-op. Societies Act, 1960
REGN. NO. : TNA/(KLN)/HSG/T.C./13346/2001-02

ADDRESS : Behind Hindi High School, Santoshi Mata Road, Rambaugh Lane No. 4., Chikanghar, Kalyan (W)



Authorised Share Capital of Rs. 10,000/-
divided into 200 shares of Rs. 50/- each

This is to Certify that Shri/Smt./M/s. Serita R.

Wankhede & Dr. Rajendra J. Wankhede is/are registered holder

of FIVE fully paid-up Shares of Rs. FIFTY each numbered from 31

to 35 (both inclusive), of Rs. 250/- (Rupees Two Hundred Fifty)

in GANDHARVA CO-OPERATIVE HOUSING SOCIETY LIMITED, Kalyan
(W) subject to Bye-laws of the said Society.

Given under the Common seal of the said Society on Kalyan

this 12th day of June 2009



GANDHARVA CO.OP. HSG. SOCIETY LTD.

(Reg. No. TNA/KLN/HSG/(TC)/13346/2001-2002)

Add. : Behind Hindi High School, Santoshi Mata Road, Rambaug Lane No. 4,
Chikanghar, Kalyan (W).

Ref. No. _____

Date _____

TO WHOMSOEVER IT MAY CONCERN

Date:- /08/2023

This is to certify that as per our record **MR.DR. RAJENDRA WANKHEDE** is our member and holder of Flat No. 104, First Floor, having address at - Gandharv Co-operative Housing Society Ltd, Rambaug Lane No. 4, Santoshi Mata Mandir Road Area, Kalyan West, Thane - 421301, admeasuring about 1071 Square feet Carpet Area., holding 25 fully paidup shares bearing Certificate No., Twenty Five fully paid- up shares numbered from 31 to 35 (both inclusive) of Rupees 50/- (Ten) 50/- each having total of Rs. 250/-.

MR.DR. RAJENDRA WANKHEDE has cleared his monthly maintenance dues and society has no objection if **MR.DR. RAJENDRA WANKHEDE** execute Agreement For Sale Deed or Mortgage Deed any registered document. Society constructed upon land bearing constructed on the plot bearing S. No 88/3 and 88/4 situated at Mauje Chikanghar, Taluka Kalyan, Dist Thane at - Gandharv Co-operative Housing Society Ltd, Rambaug Lane No. 4, Santoshi Mata Mandir Road, Kalyan West, Thane - 421301.

The building of the society " Gandharv Co-operative Housing Society Ltd" having lift, society building was constructed in the year 2001 having Ground stilt plus Six upper floors.

for " Gandharv Co-operative Housing Society Ltd".

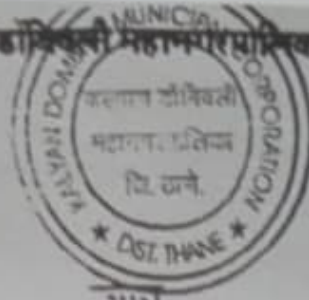
GANDHARVA CO. OP. HSG. SOC. LTD.

Maik *Tahar* *Changye*
Secretary Chairman Treasurer

n. Secretary /Chairman /Treasurer



कल्याण डोंबिवली महानगरपालिका, कल्याण



जा.क्र./कडोमपा/नरवि/सौमी/2004-क/10/अनि

कल्याण महानगरपालिका

कार्यालय कल्याण

दिनांक :- 20 - NOV - 2004

विषय :- बांधकाम पूर्णतेचा दाखला

AMARASI JAYRAM RATHOD AND OTHERS

विकार VIKAS N. VIRKAR

V. S. VAIDYA

MAHAVIRSHOPPING CENTRE

KALYAN (W)

VIKAS N. VIRKAR

याचे

दि. 29-OCT-2004

बे अर्जावरून दाखला देण्यात येतो की, त्यांनी कल्याण डोंबिवली महानगरपालिका इच्छित

दि. 88

क्र. नं. 4,3 PART

टी सव्हे न

प्लॉट नं

बे CHIKANGHAR

महानगरपालिका यांचे कडील बांधकाम परवानगी जा.क्र./कडोमपा/नरवि/बाध/2001/क/190-74 दिनांक 21-JUL-2001

धर्चे मंजूर केलेल्या नकाराचा प्रमाणे उद्घोषादी / चालिबन्ध / औद्योगिक बांधकाम पूर्ण केले आहे. सबब त्यांना सोबतच्या नकाराप्रमाणे

व्या रंगाने दुरुस्ती दाखविल्या प्रमाणे तसेच खालील अटीवर बांधकामाची वापर परवानगी देण्यात येत आहे.

RT COMPLETION FOR BUILDING NO.1.

(P)+STILT(P) :-1TENAMENT-5ROOMS (RESIDENTIAL)

FIRST FLOOR:- (P) - -2ROOMS (RESIDENTIAL)

टी:- 1) भविष्यात रस्ता रुंदीकरणसाठी जागा लागल्यास ती इमारतीच्या सामासिक अंतर्गतून कल्याण डोंबिवली महानगरपालिकेस विनामूल्य हस्तांतरित करावी लागेल.

2) मंजूर व्यातिरिक्त जागेवर वाढीव बांधकाम केलेल्याचे आढळल्यास ते कोणतीही पूर्वसूचना न देता तोडून टाकण्यात येईल.

कार्यालय संचालक,

कल्याण डोंबिवली महानगरपालिका, कल्याण

कार्यालय संचालक / नगर संचालक,
कल्याण डोंबिवली महानगरपालिका, कल्याण

कल्याण- डोबिवली महानगरपालिका, कल्याण



जा.क्र.क.डोबिव/नरवि/३२६६/२००९
कल्याण-डोबिवली महानगरपालिका, कल्याण

दिनांक २००९-२००९

विषय :- ^{भ्राम} बांधकाम पूर्णतेचा दाखला
खर्चात रु. २ रुमीत वगैरे.

श्री. ~~अमरसी जगन्नाथ गोगड न इतर.~~

~~कु.कु.प.धारक श्री. विक्रम एन.विरकर.~~

~~ठारा - श्री. व्ही. एन. वैद्य.~~

~~वासुगित्पकार, कल्याण.~~

~~श्री. व्ही. एन. वैद्य.~~

२३/१०/०९ ये अर्जावरून दाखला देण्यात येतो की, त्यांनी कल्याण- डोबिवली

महानगरपालिका हद्दीत सर्वे नं. ८८ दि.नं. ४२३५

प्लॉट नं. प्लॉट नं.

येथे महानगरपालिका यांचे कडोळ बांधकाम परवानगी जायक क्रमांक १८०-७४

कुवेर/नरवि / वीप / रुवि दिनांक २०/५/०९ अन्वये मंजूर केलेल्या नकाशे प्रमाणे सहरोमाठी
व्यव / औद्योगिक बांधकाम पूर्ण केले आहे. सबब त्यांना सोबतच्या नकाशेमध्ये हिरव्या रंगाने दुरुस्ती दाखविल्या
ने हजेरे खालील अटीवर बांधकामाची वापर परवानगी देण्यात येत आहे.

- १) तळमजला : १ गॉळ - २ गॅबोला + १ रुफाग (गलिवामि + वगिरे)
- २) पहिला मजला : १ गॉळ - ५ गॅबोला
- ३) दुसरा मजला : १ गॉळ - ४ गॅबोला
- ४) तिसरा मजला : } रदिवरिता
- ५) चौथा मजला : १ गॉळ - ४ गॅबोला
- ६) पाचवा मजला : ६ गॉळे - २४ गॅबोला (गॅबोला)

- १) भविष्यात स्तारूंदीकरणासाठी जागा लागल्यास ती इमारतीच्या सामासिक अंतरातून
कडोमपास विनामुल्य हस्तांतरित करावी लागेल.
- २) मंजूरी व्यतिरिक्त जागेवर वाढीव बांधकाम केल्याचे आढळल्यास ते पूर्व सूचना न देता
पोहून टाकण्यात येईल.

महानगरपालिका

कल्याण-डोबिवली महानगरपालिका

करनिर्धारक व संकलक, क.डो.म.पा

Hissa No. 3 Part admeasuring 1222.79 sq. metres and Survey No. 88 Hissa No. 4 (part) admeasuring 726.00 sq. metres, totally aggregating to 1948.79 sq. metres and more particularly described in the SCHEDULE hereunder written (hereinafter for the sake of brevity called and referred to as the "said property")

AND WHEREAS the Promoter proposes to construct on the said property a new multi-storeyed building as per the sanctioned plans and permissions and also to avail the transfer of development rights on the said property.

AND WHEREAS the PROMOTER has appointed Architect registered with the Council of Architects, and the promoter have appointed a structural engineer for preparation of the structural design and drawing of the building and the PROMOTER accepts the professional supervision of the Architect and the structural engineers till the completion of the building.

AND WHEREAS the necessary plans and permissions for construction of building on the said plot of land is sanctioned by the Kalyan Dombivli Municipal Corporation under No. KDMC/NRV/BP/KV/190-72 dated 15.09.1999 and the Promoter in pursuance thereof has commenced the construction work on the said property.

AND WHEREAS the Purchaser has demanded from the PROMOTER and the PROMOTER has given the inspection of all the documents of title relating to the said land to the Purchaser and the plans, designs, specifications prepared by the PROMOTER Architect and of such other documents as are specified under the MAHARASHTRA OWNERSHIP FLATS (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "THE SAID ACT") and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by the Advocate of the PROMOTERS to the said property and copies of property register card, and the floor plan approved by the local authority and commencement certificate issued have been annexed hereto and marked as Annexure "A", "B", "C" & "D" respectively.

AND WHEREAS the PROMOTERS have got approved from the concerned local authority the plans, specifications, elevation and details of The Said Building (hereinafter referred to as "THE SAID PLANS").

SW

Promotee

V. D. V. K.

- i) Rs.90,000/- (Rupees Ninety Thousands Only) from completion of Tiling, Wash.
- j) Rs.90,000/- (Rupees Ninety Thousands Only) from completion of Door, Windows and
- k) Rs.52,250/- (Rupees Fifty Two Thousands Two Hundred Fifty Only) at the time of the Delivery / Possession.

Payment of the above installments, punctually on their due dates, shall be the essential terms of this Agreement. The carpet area of the flat will be calculated as addition of wall to wall area of all the rooms such as Hall, Kitchen, Bed Room, Study as well as Balconies, Toilets, Passages, Cupboards without any deduction for column, other offsets. Further the partition wall areas of the Toilets, W.C., Bath and all door sills will be included in the carpet area.

- 3. The Promoter 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 of the said plans and shall before handing over possession of the Flat to the Flat Purchasers, obtained from the concerned local authority Completion Certificates in respect of the flat.
- 4. The Flat Purchaser agrees to pay the Promoter interest at Twenty One Percent (21%) per annum on all the amounts which becomes due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date of the said amount is payable by the Flat Purchaser to the Promoter. This condition is without prejudice to other rights of the Promoter under this Agreement or in law to take further action.
- 5. On the Flat Purchaser committing default in payment on due date of any amount and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority) and or charges of maintenance of common amenities and other outgoings and on the Flat Purchaser committing breach of any of the terms and conditions

SW

Promoter

V. N. V. M.

competent authority, who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat Purchaser, there shall, subject to prior encumbrances, if any, be a charge on the property in which the flats situated or were to be situated.

PROVIDED that the Promoter shall be entitled to reasonable extension of time for giving delivery of flat on the aforesaid date, if the completion of the building in which the flat is to be situated is delayed on account:

- i) non availability of steel, cement, other materials water and electric supply;
- ii) war, civil commotion or act of GOD;
- iii) any notice, order, rule notification of the Government and/or other public or competent Authority; and
- iv) any act beyond the control of the Promoter.

8. The Flat Purchaser shall take possession of the flat within Seven (7) days of the Promoter giving written notice to the Flat Purchaser intimating that the said flat is ready for use and occupation. The Flat Purchaser shall satisfy himself about the amenities fitting, fixtures provided by the Promoter as well as the quality of materials used and general workmanship before taking possession. No complaints shall be entertained about them after the Flat Purchaser has taken possession.

9. On completion of the building and receipt by the Promoter of the full payment of all the amounts due and payable to him by all the Flat Purchaser in the building the Promoter shall take necessary steps to form and register a Co-operative Housing Society or an Association of the Flat Purchasers. The Flat Purchasers alongwith a other purchaser of flats in the building, shall join in forming and registering the Association of Apartment Owners or Co-operative Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or

Sw

P. Prasad

V. P. V. V.

ANNEXURE 'A'

TO WHOMSOEVER IT MAY CONCERN

CERTIFICATE ON TITLE

Reg: All that pieces and parcels of land lying, being and situated at village Chikanghar, Taluka Kalyan, District Thane, bearing Survey No. 88 Hissa No. 3 (part) admeasuring 1222.79 sq. metres and Survey No. 88 Hissa No. 4 (part) admeasuring 726.00 sq. metres totally admeasuring 1948.79 sq. metres within the limits of Kalyan Dombivli Municipal Corporation Belonging to Shri AMARSHI JAIRAM RATHOD and OTHERS.

I have investigated the title of the aforesaid properties and I hereby state and certify that the title of the aforesaid Owners to the said properties is clear, marketable and free from reasonable doubts and encumbrances.

Sd/-

(V. B. GHODVAIDYA)

ADVOCATE

Sw

R. Ghodvaide

V. B. Ghodvaide

8. PASSAGE:-

- a) One white wash basin.
- b) One light point.
- c) Plumbing and Electrical arrangement for washing machine.

9. COMMON AMENITIES:-

- a) India waterproofing treatment to all terraces W.C., bath.
- b) Cuddappa / polished Shahabad staircase tappa.
- c) Under ground and over head water tank with PUMP.
- d) Borewell water supply with separate OVERHEAD tank.

10. PARKING Etc.

- a) Parking area of size 11'.6'' X 16'.0'' [carpet] for Car as Shown in Ground Floor plan in Annexure 'C'.

NOTE:

Where an alternative or choice is indicated it will be exclusively as per the choice of the Promoter.

Sw

Promoter

V. D. V. M.

गाव नमुना नंबर दोन - आवृत्तीक मलमूलाची नोंद वधे

भाग (अ) गावमार्गातीक व ग्रंथदाल कोदरी 16

सत्र - विकणवदर

ताळिका - कळसाण

मौत - विकणवदर दि. २०/११/२०१७

संशोधन क्रमांक	क्षेत्र	मकृष्टीक पत्राळी मुष्टानाचे उदर आणि घरी	मोजकता		वापिके		मुत		जिल्हा	जिल्हा वकूला व दोमहासीक नोंद क्रमांक	पाहण्या को. नमबराचे नोद	वेळ
			एकरी व्हासळार	एकरी व्हासळार	क	चै	क	चै				
८८/३, ४ ८०/६	दो. वार	वहाणेसाठी	-	-	एकरी प्रमाणे [५०-००-०] ४६-२०-०	१/६/५२	३१/०/५२	NAP-241 २१-१-५२		[मिस्त्री जमरात ५६४२०] अकरशी जमरात २६०५५ २०२ (२३५१)		

TRUE COPY

V. B. GHODVAIDYA
Advocate High Court,
2nd Fl. Sudharanu Chetwase,
Shivaji Park, KALYAN.

बलाठी-विकणवदर
वा. कल्याण, वि. को

- b) Door will have Assam teak or sal wood-frame with 30mm thick solid core flush door with commercial ply on both side. It will be oil painted on both sides.
- c) Two and half light points, including one relay light point in bedroom.
- d) One R.C.C. loft 1'6" wide as per the choice of the Promoter.

5. KITCHEN:-

- a) Flooring and 4" skirting of plain coloured CERAMIC tiles.
- b) One R.C.C. loft 1'0" wide as decided by the Promoter.
- c) 1'6" to 2'3" wide and up to 12'0" long (including STEEL sink) kitchen platform of black granite and 2'0" HIGH dado of glazed tiles over it.
- d) Two and half light points and one FRIDGE point.
- e) one water tap, from over/ head tank.

6. BATH ROOM / TOILET:-

- a) Ceramic flooring in bath/toilet.
- b) Up to 7'-0" high plain colour glazed tile dado.
- c) One light point, one geyser point for power.
- d) R.C.C. loft over bathroom/toilet.
- e) One tap, one shower, one water point for geyser, concealed plumbing, commode only in toilet.
- f) Additional Borewell water tap.
- e) Two cuddappa corners.

7. W.C.:-

- a) White /coloured glazed tile flooring.
- b) White glazed tile dado, up to 7'0" High.
- c) One light point.
- d) One white W.C. pan DRISA type, one tap and one flush cock, concealed plumbing all from bore well water.
- f) One cuddappa corner.

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Promoter

V.P. Vihar

ANNEXURE 'E'

Schedule of Amenities

1. STRUCTURE:-

- a) R.C.C. framed structure.
- b) External walls 150 mm thick of brick in C.M.1:6 and internal walls 100 mm thick in C.M.1:5.
- c) External walls will have sand finished plaster, in 2 COATS and internal walls will be neeru finished with 2 coats of white wash\dry distemper.

2. WINDOWS, BALCONY, TOILET DOORS:-

- a) All windows will have Aluminium sliding window with grills and a mosquito net exclusively as per the choice of the promoter. All window will have cuddappa window. sill. All W.C.'s Bath and toilets will have louvered window either in sal wood or concrete or aluminum.
- b) All balcony and terrace doors will have sal wood or concrete frame and panelled shutters. Frame for W.C. bath, toilet will be of concrete. The top panel of W.C. bath and toilet doors will have glazed panel. All doors will be oil painted.

3. LIVING ROOM:-

- a) Flooring and 4" skirting of plain coloured CERAMIC tiles.
- b) Main door will have teakwood frame and 35 mm solid core flush door shutter with decorative ply on one side and commercial ply wood on other side. Main door will be provided with one Aldrop, one tadi, Two handles and safety chain.
- c) Two and half light points and one bell point.

4. BED ROOM/STUDY ROOMS:-

- a) Flooring and 4" skirting of plain coloured CERAMIC tiles.

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Annexure

V. D. V. K.

F I R S T S C H E D U L E

ALL THAT PIECE AND PARCEL OF LAND lying and situated at village Chikanghar, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation within registration district Thane, registration sub-district Kalyan bearing:

Survey No.	Hissa No.	Area sq.metres
88	3(part)	1222.79
88	4(part)	726.00
		1948.79

and bounded as follows :

- ON OR TOWARDS EAST : Municipal Road
 - ON OR TOWARDS WEST : Savlaram Apartments
 - ON OR TOWARDS NORTH : Municipal Road and partly Shivam Apartments
 - ON OR TOWARDS SOUTH : Adarsh Hindi School
- together with all easement rights etc.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals to this writing on the day and the year first hereinabove mentioned.

SIGNED & DELIVERED
by the within named
PROMOTERS
M/s. V. S. CONSTRUCTION
through its partner

VIKAS NARAYAN VIRKAR

For V. S. Construction

V. P. Virkar
.....
Partner.

SIGNED & DELIVERED
by the within named
PURCHASER
MRS. SARITA RAJENDRA WANKHADE

DR. RAJENDRA JANARDHAN WANKHADE

Sarita Wankhade
.....
Rajendra Wankhade
.....

WITNESS:

- 1 GANPAT PAWAR
- 2 RAJESH SABALE

G. Pawar
R. Sabale

membership and other papers and documents necessary for the formation and registration of Association or Society and for becoming a member including the by-laws of the proposed Society or Association and duly filled in, signed and returned to the Promoter within 15 days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable Promoter to register the organisation of the Flat Purchaser (Rules 1964). The Flat Purchaser shall fully co-operate with the Promoter in the formation of the Co-operative Housing Society and will not raise any objection or will not do any act that may withhold or delay the formation of the Society and in effect affect the interest of other Flat Purchaser. NO OBJECTION shall be taken by the Flat Purchaser, if any, changes or modifications are made in the draft by-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies as the case may be, or any other competent Authority.

10. The Flat Purchaser shall use the flat or any part thereof or permit the same to be used only for the purpose of residence only. The Flat Purchaser shall use the garage or parking space for the purpose of keeping or parking the Flat Purchaser's own vehicle. For any change in use, the Flat Purchaser shall obtain written consent of the Promoter.

11. The Promoter shall after registration of the Society or the formation of Association, cause to be transferred to the Society of Flat Purchasers as the case may be all the right, title and the interest of Original Owner in the part of the said land relinquish his/her own right in the building/s constructed by the Promoter at the cost of the Flat Purchaser only by obtaining or executing the necessary conveyance-cum-release of the said land (or to the extent as may be permitted by the authorities) and the said building/flat or undivided share in the land in favour of such Society or the Flat Purchasers as the case may be, such conveyance / release shall be in keeping with the terms a within Seven (7) days from the demand so made by the Promoter. The Promoter shall not be liable to bear any stamp duty or other charges or expenditure to be

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herein contained, the PROMOTER shall be entitled, at his own option, to terminate this Agreement, PROVIDED always that the power of termination contained herein shall not be executed by the Promoter unless and until the Promoter shall have given to the Flat Purchaser 15 days prior notice, in writing of his intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Flat Purchaser in remedying such breach/s within a reasonable time in the notice after giving such notice. Upon termination of this Agreement as aforesaid by the Promoter or by the Flat Purchaser for his own reasons the Promoter shall refund to the Flat Purchaser the installments of the sale price paid by the Flat Purchaser to the Promoter except the earnest money and the Promoter shall not be liable to pay to the Flat Purchaser any interest on the installments of the sale price. AND upon termination of this Agreement and refund of the aforesaid amount by the Promoter, he shall be at liberty to dispose off and sell the flat to such person and at such price the Promoter may in his absolute discretion think fit .

6. The fixtures, fittings and amenities to be provided by the Promoter in the said building and the flat are those that are set out in Annexure 'E' ANNEXED hereto.

7. The Promoter shall give possession of the flat to the Flat Purchaser by the end of September 2000. If the Promoter fails to or neglects to give possession of the flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the provisions of the Section 'B' of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Promoter shall be liable to refund to the Flat purchaser the amounts already received by him in respect of the Flat with simple interest at Nine Percent (9%) per annum from the date of Promoter received the sum till the date the amount and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the

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Promoter

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AND WHEREAS the PROMOTERS have made a full and true disclosures of the nature of their title to the said land on which the proposed building is being constructed and have also given the Purchaser the inspection of the plans and specifications of the said proposed building.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS the Flat Purchaser is desirous of acquiring the residual astructure upto completion of Bricks works and plaster with electric connection upto the entry of the said premises and conduits pipes as well as plumbing upto fixing of G.I.pipes with the permission to carry out the remaining internal construction work at his/her own cost and expenses and to complete the same within the stipulated time period as mutually decided by and between the parties.

AND WHEREAS relying upon the said aforesaid representations, the PROMOTERS agreed to sell the Purchaser a Flat/Shop/Other Unit at the price and on the terms and conditions herein after appearing.

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

1. The Promoter shall construct the building on the said property in accordance with the plans, designs, specifications approved by the concerned local authority and with only such variations and modifications as the Promoter may consider necessary or as may required by the concerned local authority/the Govt. to be made in them or any of them.

PROVIDED that the Promoter shall have to obtain prior consent in writing of the flat purchaser in respect of such variations or modifications which will adversely affect the Flat of the Flat Purchaser. For all other variations, the Flat Purchaser has hereby granted his consent, and no further consent of the flat purchaser shall be necessary.