

2

Original  
नोंदणी 39 म.  
Regn. 39 M

Friday, December 28, 2006

09:39 AM

# पावती

पावती क्र. : 8634

दिनांक 28/12/2006

गावाचे नाव गंधारे

दस्ताऐवजाचा अनुक्रमांक कलन2 - 08635 - 2006

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव:- - कैलाश पांडूरंग बाळसराफ

नोंदणी फी	:-	13580.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), नवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)	:-	800.00
<b>एकूण</b>	<b>रु.</b>	<b>14380.00</b>

पास हा दस्त अंदाजे 10:24AM ह्या वेळेस मिळेल

दुय्यम निबंधक  
कल्याण 2

र मुल्य: 1358000 रु. मोबदला: 1358000 रु.  
ले मुद्रांक शुल्क: 50500 रु.

दुय्यम निबंधक, कल्याण-२  
वर्य-३

①

Customer Copy	
Deposit Br.	Date: 27/12/06
Pay to:	Acct Stamp Duty Mumbai
Franking Value	Rs. 50500
Service Charges	Rs. 10
Total	Rs. 50510
Name of Stamp duty paying party:	
Kailash P. Balsara	
D-2/404 Tulsi Vihar	
C.H.S, Gokul Nagari	
Khadakpode	
DD / Cheque No.	Kalyan (W)
Drawn on Bank	
(For Bank's Use only)	
Tran ID	
Franking Sr. No.	40457
Officer	

**ZOHA DEVELOPERS**  
Pan Card No. AAA FZ 3070 H

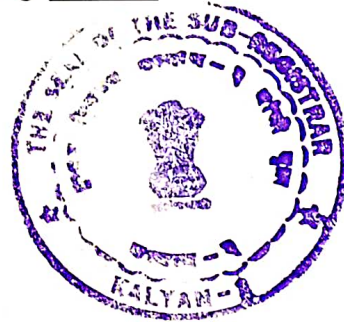
Ground + 7

Ward No. 8 C2  
Flat No. 202, floor 2nd wing K2

Area 640 sq.ft.(Carpet)

Mkt. Value : \_\_\_\_\_

Actual Value : 1358000/-



ICICI Bank Ltd. Guru Gobind House,  
Opp. Purnima Theatre, Marbad Road,  
Kalyan West, Thane-421301.  
D-5/STP(V)/C.R. 101/1/18/2005/1851-55

**AGREEMENT**

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS 27<sup>th</sup> DAY OF December 2006

BETWEEN

क. ल. नं. ३
म. क. ल. नं. १   २००६
१   २०

*[Signature]*

*[Signature]*

भारत 40457  
104851  
R. 00505001-PB5448  
1214  
SPECIAL ADHESIVE  
DEC 27 2006

M/s. **Zoha Developers**, a partnership firm, having its office at "A" wing, Rani Mansion, Murbad Road, Kalyan (West) through its partners Ms. Jyoti Zojwalle hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them, their heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

AND

MR RAILASH PANDURANG BALSARAF

age about 29 years, Occupation Professional,  
residing at D-2/404, Tubivihar C.D.I.T. S,  
Gokul Nagari, Khadakpada, Kalyan (W)

hereinafter called and referred to as the **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 ) being the PARTY OF THE SECOND PART.

WHEREAS Shri Gopal Shankar Wayle and others are the owners of the piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, bearing Survey No. 26 Hissa No. 1/2 (Part) admeasuring 16,700 Sq. metres within the limits of the Kalyan Dombivli Municipal Corporation.

AND WHEREAS by and under the Development Agreement dated 30.09.1995 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.4309 / 1995 dated 30.09.1995 the said Shri Gopal Shankar Wayle and others granted the development rights in respect of the land admeasuring 12,600 Sq.Yards i.e. 10546.20 Sq. Meters to M/s. Zoha Developers.

AND WHEREAS the said property is trifurcated under the T.I.L.R. Survey and mutation entry No. 694 in three parts i.e. Survey No. 26 H.issa No.1/2 A admeasuring 6600 Sq.Meters, Survey No. 26 Hissa No. 1/2 B admeasuring 2100 Sq. Meters Survey No. 26 Hissa No. 1/2C admeasuring 8000 Sq. Meters and the property in possession of the promoters herein is Survey No. 26 Hissa No. 1/2A admeasuring 6600 Sq. meters.

क. व. नं. ३	
स. क. ४३९	२००६
२	४०

*[Handwritten signature]*

*[Handwritten signature]*

AND WHEREAS in pursuance thereof the said Shri Gopal Shankar Wayle and others have granted the Power of Attorney in favour of the M/s. Zoha Developers.

AND WHEREAS Smt. Sukribai Kana Salpi and others are the owners of the piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, bearing Survey No. 26 Hissa No. 1/3 admeasuring 11000 sq. metres within the limits of the Kalyan Dombivli Municipal Corporation.

AND WHEREAS by and under the Development Agreement dated 22.09.1995 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No.4281 / 1995 dated 22.09.1995 the said Smt. Sukribai Kana Salpi and others have granted the development rights in respect of the abovesaid property to M/s. Mayur Land Developers and Builders

AND WHEREAS in pursuance thereof the said Smt. Sukribai Kana Salpi and others have granted the Power of Attorney in favour of the M/s. Mayur Land Developers and Builders.

AND WHEREAS necessary Building Permission has been obtained from the Kalyan Dombivli Municipal Corporation under KMP / NRV/ BP / KV/ 302-124 dated 28/09/2004 and thereafter duly revised under KMP/NRV/BP/KV/86-28 dated 30/05/2005

AND WHEREAS the said amalgamated property is converted to non-agricultural use vide order bearing No. Mahasul/K-1/T-7/NAP/SR-30/2000 dated 24.05.2001

AND WHEREAS the said property is declared as retainable under the order passed by the Deputy Collector and competent Authority ulhasnagar Urban Agglomeration, Thane bearing No. ULC/ULN/6(1)/SR-15 dated 15/11/1991

AND WHEREAS the Promoters herein declare that the said agreement and power of attorney are still valid, subsisting and completely in force.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoters have commenced the construction work of the building K1, K2, K3, K4, K5 and K6 on a part of the property out of the Survey No. 26 Hissa No. 1/2 admeasuring 10546.20 sq. metres more particularly described in the Schedule hereunder written and herein after called and referred to the "said property".

AND WHEREAS the Promoters have brought to the notice of the Purchaser and the Purchaser is aware that the Promoters have acquired the transfer of development rights (T.D.R.) and the same are used in construction of the building type K1, K2, K3, K4, K5 K6 further the

क. ल. नं. २
मत. क. ६३५ / २००६
३ / ४०

Purchaser is aware of the same and is having the full and correct knowledge of the same and has granted his / her express and irrevocable consent for the same and the Purchaser shall have no objection of the Promoters modifying and altering the sanctioned plans as well as obtaining the sanction for construction of future expansion building from the municipal corporation.

AND WHEREAS the proposed buildings consists of Flat, Shop, unit, garage stilt, Shop, parking space garage hereinafter for the sake of brevity called and referred to as the " **said premises** "

AND WHEREAS as recited hereinabove, the Promoters are entitled to develop the said property and carry out the construction of the proposed building as well as the future expansion building at their own costs and expenses and to dispose of the residential flats / units / Shop constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / units/ Shop to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

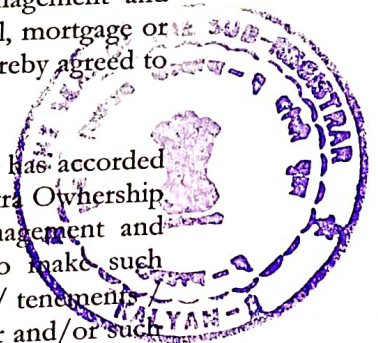
AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the flat / shop / unit in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme.

AND WHEREAS this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed thereunder including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 9 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to sell, mortgage or create charge on any flats / shops / units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to make such alterations in the structures in respect of the said flats / shops / tenements / galas and garages etc., agreed to be purchased by the Purchaser and/or such other alterations or additions in the structure of the building as may be necessary and expedient in the opinion of the Architect / Engineer.

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove.



क. म. नं. २	
दस्ता क्र. ६५५	२००६
४	४०

AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect **Shri Satish Kanade, Kalyan.**

AND WHEREAS the Promoters expressed their intention to dispose off the flats / shops / tenements / galas and garages etc., in the proposed building when completed to be known as "GOKUL NAGARI nx" forming a part of Gokul Nagari

AND WHEREAS prior to making offer as aforesaid as required by the provisions of the Maharashtra Cooperative Societies Act, 1960 ( Maharashtra Act No. XXIV of 1960 ) and the Urban Land (Ceiling and Regulation) Act, 1976 the Purchaser has made a declaration to the effect firstly that neither the Purchaser nor the members of the family of the Purchaser own a tenement, house or building within the limits of the registration district and sub-registration district mentioned in the schedule hereunder appearing.

AND WHEREAS the Promoter have accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications stated in the Annexure "A" hereto annexed.

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 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.

AND WHEREAS the copies of certificate of title issued by the Attorney at Law or Advocate of the Promoters copies of extract of 7/12 or any other relevant revenue records showing the title of the Promoters to the said land on which the said flat / shop / tenement / galas and garages etc., are constructed or to be constructed and the copies of the plans and specifications of the flats / shops / tenements / galas and garages etc., agreed to be purchased by the Purchaser approved by the concerned authorities.

क. नं. ३	
मत क. ४३५	२००६
५	४०

binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Purchaser/s under the possession of the said building is handed over to the said Organisation and the deed of conveyance / assignment / lease or any other transfer document is executed.

66. The Promoter shall have full right, absolute authority and shall be entitled to sell, assign, mortgage, charge, encumber or otherwise deal with all or any of their right, title, benefits and interest in respect of the said property, and /or the said building or any part thereof, including for the purpose of raising finance, monies for the development of the said property or otherwise, subject to the rights of the Purchaser/s under this agreement.
67. This present agreement is executed in accordance with the provisions of Maharashtra Flat Ownership Act, 1963 and the Rules framed thereunder.

#### SCHEDULE

Building No. K1, K2, K3, K4, K5 and K6 to be constructed on all that piece and parcel of land forming a part of all that piece and parcel of land lying, being and situate at village Gandhare, Taluka Kalyan, District Thane, bearing Survey No. 26 Hissa No. 1/2 admeasuring 12,600 sq. Yards i.e. 10546.20 Sq.Meters within the limits of the Kalyan Dombivli Municipal Corporation.



क. नं. २	
दस्ता क्र. ८३५	२००६
८३	४०

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

SIGNED & DELIVERED  
by the within named  
Promoters

M/s. Zoha Developers  
through its partner  
Shri Johas Zojwalle



SIGNED & DELIVERED  
by the within named  
PURCHASER

MR KAILASH PANDURANG

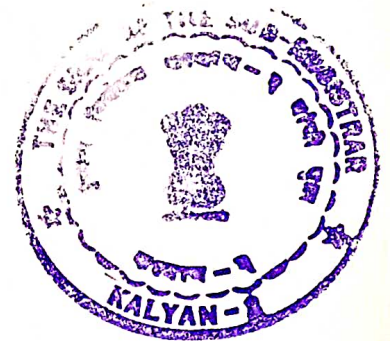
BALSARAF x Balsaraf

### RECEIPT

RECEIVED from the within named ] I SAY RECEIVED  
purchaser a sum of Rs. 51000/- ]  
being the earnest money / token amount in ]  
respect of sale of flat / shop No. 202 ]  
building No. K2 on 2nd floor by ]  
cash / cheque no. \_\_\_\_\_ dated ]  
26/11/06 drawn on Dena ]  
Bank ]



Promoters



क. नं. २	
दस्त क्र. ८३५	२००६
२४	४०





28/12/2006

10:10:10 am

दुय्यम निबंधकः

कल्याण 2

दस्त गोषवारा भाग-1

कलन2

दस्त क्र 8635/2006

३५ ९४

दस्त क्रमांक : 8635/2006

दस्ताचा प्रकार : करारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

अनु क्र. पक्षकाराचे नाव व पत्ता

लिहून घेणार

वय 29

सही



27372 - 79422



नावः - - कैलाश पांडुरंग बाळसराफ  
 पत्ता: घर/फ्लॅट नं: तुलसी विहार सो. कल्याण  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 पॅन नम्बर: -

लिहून देणार

वय 40

सही

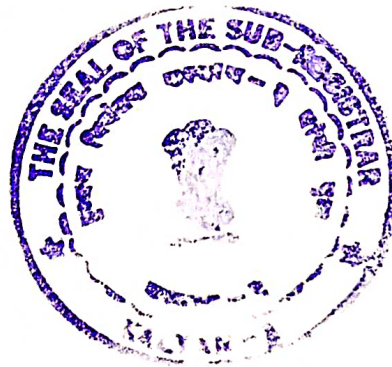


27372 - 79423



नावः - - मे. झोहा डेव्हलपर्स तर्फे झोहर हसन  
 झोझवाला तर्फे शैलेश ठक्कर  
 पत्ता: घर/फ्लॅट नं: कल्याण  
 गल्ली/रस्ता: -  
 ईमारतीचे नाव: -  
 ईमारत नं: -  
 पेठ/वसाहत: -  
 शहर/गाव:-  
 तालुका: -  
 पिन: -  
 पॅन न

धर्तु: दुय्यम निबंधक कल्याण-२  
 वर्ष-२





दस्तक्रमांक व वर्ष: 8635/2006

Thursday, December 28, 2006

10:10:28 AM

3

दुय्यम निबंधक: कल्याण 2

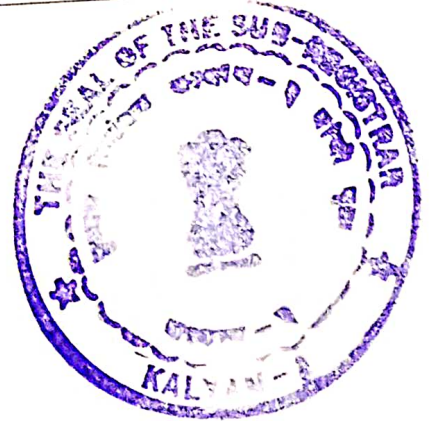
सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : गंधारे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रू. 1,358,000.00  
वा.भा. रू. 1,358,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: स नं 26/1/2पै येथील गोकुळनगरी एन एक्स विंग नं के/2 दुसरा मजला सदनिका नं 202 क्षेत्र 640 चौ फुट कारपेट.
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) - - मे. झोहा डेव्हलपर्स तर्फे झोहर हसन झोझवाला तर्फे शैलेश ठक्कर; घर/फ्लॅट नं: कल्याण; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) - - कैलाश पांडूरंग बाळसराफ; घर/फ्लॅट नं: तुलसी विहार सो. कल्याण; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 28/12/2006
- (8) नोंदणीचा 28/12/2006
- (9) अनुक्रमांक, खंड व पृष्ठ 8635 /2006
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 50500.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 13580.00
- (12) शेरा



  
बह. दुय्यम निबंधक कल्याण-२

वर्ष-३