

कल्याण डोंबिवली महानगरपालिका, कल्याण.



भाग बांधकाम पूर्णतेचा दाखला

जा.क.कडोमपा/नरवि/सीसा/डुवि/१११
दिनांक:- १०/८/२०११

इमारत 'C2' रुयेना.

प्रति,

श्री. शा.मानन. डा. द.रुवी. व. इतर

कु.मु.प.धा श्री हरकृचंद जैन.

द्वारा:- श्री. डि. एम. द.रुवी, वास्तुशिल्पकार, पुणे.

वास्तुशिल्पकार श्री. डि. एम. द.रुवी यांचे दिनांक २.५.२०११ चे अर्जावरून दाखला देण्यात येतो की, त्यांनी कल्याण-डोंबिवली महानगरपालिका हद्दीत स.नं. ५५११, २ पै, ६५१८, हि.नं. २, सि.स.नं. २, प्लॉट नं. २, मॉजे- तोडेघर येथे महानगरपालिका यांचेकडील सुधारित व वाढीव बांधकाम परवानगी जावक क.कडोमपा/नरवि/वाप/डुवि/५५५-३६८ दिनांक ११.३.२०११ अन्वये मंजूर केलेल्या नकाशे प्रमाणे राहणेसाठी/आश्रय/आश्रयित बांधकाम पूर्ण केले आहे. सबब त्यांना सोबतच्या नकाशेमध्ये हिरव्या रंगाने दुरुस्ती दाखविल्या प्रमाणे तसेच खालील अटीवर बांधकामाची वापर परवानगी देण्यात येत आहे.

लक्षप्रजला - २२५

१ वा ते ५ वा प्रजला - ०४ सदमिडा (मूलेक प्रजलावर)

६ वा प्रजला - ०३ सदमिडा

७ वा ते १२ वा प्रजला - ०४ सदमिडा (मूलेक प्रजलावर)

१३ वा ते १५ वा प्रजला - ०२ सदमिडा (मूलेक प्रजलावर)

- अटी:-
- १) भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती इमारतीच्या समासिक अंतरातून क.डो.म.पा. विनामुल्य हस्तांतरित करावी लागेल.
 - २) मंजूरी व्यतिरीक्त जागेवर वाढीव बांधकाम केल्याचे आढळल्यास ते पूर्व सूचना न देता तोडून टाकण्यात येईल.
 - ३) पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही.

सहाय्यक संचालक

कल्याण डोंबिवली महानगरपालिका, कल्याण.

१) करनिर्धारक व संकलक, क.डो.म.पा., कल्याण.

२) प्रभाग क्षेत्र अधिकारी, प्रभाग कार्यालय, क.डो.म.पा., कल्याण.

M/s. Vastusankalp Developers, a partnership firm having its office at 108, Madhav Baug, Goshala Road, Kalyan (w) through its partner Shri Kamlesh Haackchand Jain hereinafter called and referred to as the Builders/Promoters (which expression shall unless it be repugnant to the context or meaning thereof mean and include partners constituting the said firm for the time being and their/heirs, executors, administrators and assigns) being the Party of the First Part.

AND

Shekhar Chintaman Zemse
Kavita Shekhar Zemse
aged about 41.39 years, occupation Service
residing at A/104 Vinodavan Bldg, OPP Subhashnagar
Atharwad, Road Kalyan

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 Kundalik Maya Bhoir and others are the owners of all those pieces and parcels of land lying, being and situated at Village Wadheghar, Taluka Kalyan, District Thane, bearing Survey No. 75 Hissa No. 2(part) totally admeasuring 238 sq. meters and Survey No. 75 Hissa No. 1 totally admeasuring 3090 sq. meters and within the limits of the Kalyan Dombivli Municipal Corporation.



AND WHEREAS by and under Development Agreement dated 11.10.1990 made and executed between Shri Kundalik Maya Bhoir and others as the Owners and M/s Vastusankalp Developers i.e. Builders/Promoters herein as the Developers, the Builders/Promoters herein acquired from the said owners the development rights in respect of area admeasuring 14221 sq. meters from the abovesaid property bearing Survey No. 75 Hissa No. 2(Part) and area admeasuring 2686 sq. meters from the abovesaid property bearing Survey No. 75 Hissa No. 1 hereinafter referred to as "Property No 1" and more particularly described in the First Schedule hereunder written and as the said document could not be lodged for registration within time prescribed under the Indian Registration Act and therefore same is registered alongwith Declaration under Sr. No.4954/98 dated 22.09.1998.

AND WHEREAS the said owners i.e. Shri Kundalik Maya Bhoir and others filed the returns under the provisions of Urban Land Ceiling and Regulation Act 1976 and the Dy. Collector and Competent Authority, Ulhasnagar Agglomeration passed the necessary order bearing No.U/LC/ULN /6(1)/SR-24/ Wadheghar dated 04.06.1991.

AGGLOMERATION PASSED	
DATE	04.06.1991
BY	EE

Shekhar
Chintaman
Zemse

AND WHEREAS being aggrieved by the said order, the said owners i.e. Kundlik Maya Bhoir and others prefer an application u/s 45 of the Urban Land Ceiling and Regulation Act 1976, for the choice of land to be retained and accordingly Dy. Collector and Competent Authority, Ulhasnagar Agglomeration passed the necessary order bearing No. No. ULC/ULN/6(1)/SR - 24/Wadeghar dated 24.01.1992 and the said property No.1 is declared as retainable land in the hands of said owners under the provisions of Urban Land Ceiling and Regulation Act 1976.

AND WHEREAS the said property No.1 was subject to provisions of section 43 of Bombay Tenancy and Agricultural Lands Act 1948 and therefore the necessary permission is obtained u/s 43 of the said Act for development of the said property No.1 bearing No. TD/VI/TNC/SR/1543 dated 18.11.1992.

AND WHEREAS under the Supplementary Agreement dated 09.02.2001 to the Development Agreement dated 11.10.1990, registered at the office of Sub-Registrar of Assurances at Kalyan under Sr. No. 255/2001 dated 09.02.2001 made and executed between said owners i.e. Shri Kundlik Maya Bhoir and others as the Owners and M/s Vastusankalp Developers i.e. Builders/Promoters as the Developers, some of the family members of said Shri Kundlik Maya Bhoir and others were not the parties to original Development Agreement dated 11.10.1990 and to bring their consent on record and further to put on record the revised consideration fixed between the parties thereto and so as to enable the Builders/Promoters herein to carryout effectual development of the said property N0.1, the said Supplementary Agreement dated 09.02.2001 came to be executed.

AND WHEREAS Shri Gajanan Kalu Dalvi and others are the owners of a piece and parcel of land lying, being and situated at Village Wadheghar, Taluka Kalyan, District Thane, bearing Survey No. 65 Hissa No. 8 admeasuring 53.60 square meters within the limits of the Kalyan Dombivli Municipal Corporation and thereafter referred to as "Property No 2" and more particularly described in the Second Schedule hereunder written.

AND WHEREAS the said Owners i.e. Shri Gajanan Kalu Dalvi and others filed the returns under the provisions of Urban Land Ceiling and Regulation Act 1976 and the Dy. Collector and Competent Authority, Ulhasnagar Agglomeration passed the necessary order bearing No. ULC/ULN/6(1)/SR-47 /Wadeghar dated 04.07.1990 and under the provisions of said Act the abovesaid property No.2 is declared as retainable in the hands of said Owner.

AND WHEREAS by and under Development Agreement dated 20.10.1995, registered at the office of Sub-Registrar of Assurances at Kalyan under Sr. No. 4480/1995 dated 20.10.1995 made and executed between said Shri Gajanan Kalu Dalvi and others as the Owners and M/s Vastusankalp Developers i.e. Builders/Promoters herein as the Developers, the Builders/Promoters herein acquired the development rights in respect of abovesaid property No.2.



१३	
०४-०७-१९९०	२०१२
५	६६

RECORDED
 [Signature]
 २०१२

AND WHEREAS the said property No.1 and property No.2 is collectively called as "said property";

AND WHEREAS both the abovesaid properties are converted to non-agricultural purpose by the order of the Collector, Thane by common order bearing No. MAHASUL/K-1/T-8/NP/SR-16/95 dated 16.10.1995.

AND WHEREAS the builders/promoters herein have with the view to develop the said property No.1 and 2, amalgamated the same and got the building plan sanctioned from Kalyan Dombivli Municipal Corporation bearing No. KDMP/NRV/BP/KV/459-192 dated 14.12.2004 which is duly revised under No. KDMP/NRV/BP/KV/852-357 dated 30.03.2007.

AND WHEREAS the said Promoter have acquired Transferable Development Rights from Shri Mangesh Dasharath Gaikar under two separate agreements dated 22.03.2007 and further Transferable Development Rights from Jagannath B. Kulkarni under the agreement dated 17.11.2005.

AND WHEREAS the Government of India (Ministry of Environment and Forest) by its letter dated 07.06.2007 granted the environmental clearance for the said project. AND WHEREAS the Builders/Promoters herein declare that the said agreements are still valid, subsisting and completely in force.

AND WHEREAS in terms of both the abovesaid development agreements the Builders/Promoters herein are well and sufficiently entitled to develop the said property.

AND WHEREAS the Builders/Promoters herein have reserved their rights to avail the Transferable Development rights to be used and utilised on the said property per the rules and regulations.

AND WHEREAS the plans, floor plans, drawings and specifications etc., in respect of the proposed building have been prepared by Architect Shri D.M. DATVI and Associates of Kalyan.

AND WHEREAS the Builders/Promoters have also appointed Khastis and Associates as Structural Engineer for preparing of structure designs and drawings of the building to be constructed thereon.

AND WHEREAS while granting the permission and sanctioning the plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builders/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.

33	1
3003	3003
3003	3003



AND WHEREAS the copies of certificate of title issued by the Advocate of the Builders/Promoters, copy of extract of 7/12 of the said property on which the said flats / shops / units are constructed or to be constructed and the copies of the floor plans and specifications of the flats / shops / units agreed to be purchased by the Purchaser approved by the concerned authorities are attached to this agreement.

AND WHEREAS by the end of Aug - 2012 but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Builders/Promoters, the Builders/Promoters agree to complete in all respect the construction of the proposed buildings on the said land particularly described in the SCHEDULES hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Builders/Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the cooperative housing society to be formed of the several persons (including the Purchaser herein) acquiring the respective flats / units therein at and for an aggregate price / consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Builders/Promoters.

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

1. THE Builders/Promoters shall construct the building on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variation and modification as the Builders/Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser hereby gives consent.

2. THE Purchaser hereby agrees to purchase from the Builders/Promoters the Builders/Promoters hereby agrees to sell to the Purchaser/s the Units bearing No 1201 on 12th floor in C/2 Wing at measuring 725 sq. ft. (Carpet) (Carpet area includes the area of door, Cupboard and Balcony) plus open terrace of — sq. ft. in the building known as "Punyodaya Park" and as shown on the floor plan hereto annexed and marked as Annexure "C" (hereinafter referred to as "the said premises")

for the price / consideration of Rs 38,00,000/-

Thirty Eight Lakhs only



Barmse

[Signature]

Rupees	
Only	₹
दत्त ११७९६	२०१२
१०	३६

Barmse

[Signature]

AND WHEREAS the proposed building consists of Flats/shops/Units hereinafter for the sake of brevity called and referred to as the "said premises"

AND WHEREAS as recited hereinabove, the Builders/Promoters are entitled to dispose of the Flats/shops/Units constructed in the building on said property 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/shops/Units to convey the said land together with the buildings constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective Flats/shops/Units.

AND WHEREAS the Builders/Promoters expressed their intention to dispose of the Flats/shops/Units in the proposed buildings to be known as PUNJAB PARK.

AND WHEREAS prior to making offer, 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 he, 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 Builders/Promoters have accepted the said offer made by the Purchaser. AND WHEREAS the Builders/Promoters shall accordingly Sell and the Purchaser shall purchase acquire the said Flats / shop/ Unit by becoming member / share holder / constituent of the proposed cooperative society and the Purchaser shall pay to the Builders/Promoters Rs. 38,00,000/- /-(Rupees Thirty Eight Lakh only)

(only) as the agreed price / consideration in respect of the said Flat/shop/Unit bearing No. 1201 on 12th floor in C/2 Wing admeasuring 725 sq. ft. (Carpet) (Carpet area includes the area of door Jam, Cupboard and Balcony) plus open terrace of sq. ft. in the building known as Punyodaya Park

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the Flats/shops/Units in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the said scheme.

33	
2082	
178	

गावाचे नाव : वाडेघर

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार से नमूद करावे) मोबदला रु.

श.भा. रु. 3,800,000.00

श.भा. रु. 2,425,500.00

(2) भू-मापन, फोटोहरिखा व परकर्मक (असल्यास)

(1) सर्वे क्र.: 65/8, 75/1, 75/2पी, वर्णना: विभाग क्र.83**मंजूर वाडेघर स नं 65/8, 75/1, 75/2पी, गुणोदय पार्क, सदनिका क्र.1201, 12 वा मजला. सी टाईप, विंग सी-2, क्षेत्र 725 चौ फूट कारपेट. (80.85 चौ.मी. बांधिय)

(1)725 चौ फूट कारपेट. (80.85 चौ.मी. बांधिय)

(3)क्षेत्रफळ

(4) आकारणी किंवा जुळी 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) मं. वास्तुसंकल्प डेकलरसर्च तर्फे भागिदार कमलेश हरकचंद दोन AADFV5372R - :- घर/प्लॉट नं. :- गल्ली/रस्ता: :- ईमारतीचे नाव: :- ईमारत नं: :- पेट/वसाहत: :- शाहर/गाव: 108, माधव बाग, कल्याण, तालुका: :- पिन: :- पॅन नम्बर: :-

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, यादीचे नाव व संपूर्ण पत्ता

(1) शेखर विलासण शेमसे - :- घर/प्लॉट नं. :- गल्ली/रस्ता: :- ईमारतीचे नाव: :- ईमारत नं. :- पेट/वसाहत: 104, वृंदावन सोसा, आधारवाडी रोड, शाहर/गाव: कल्याण-१, तालुका: :- पिन: :- पॅन नम्बर: AAEPZ7771K.

(7) दिनांक

(8)

करून दिल्याचा नोंदणीचा

(9) अनुक्रमांक, खंड व पृष्ठ

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

(11) बाजारभावाप्रमाणे नोंदणी

(12) शेरा

(12) शेरा

सह. दुय्यम निबंधक कल्याण-१



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 there under 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 Builders/Promoters are entitled to sell, mortgage or create charge on any flats / 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 Builders/Promoters are entitled to make such alterations in the structures in respect of the said flats / Unit, 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 as per the permission granted by the Government India (Ministry of Environment and Forest) the Promoter is required to enter into Memorandum of Understanding with the intending purchaser to ensure operation and maintenance of the assets handed over to the society to be formed by the residents / owners / flat purchasers of the said buildings and the Purchaser herein agrees to execute such memorandum of understanding.

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.

AND WHEREAS the Purchaser has been given the full, free and complete inspection of all the deeds, documents, writings and papers in respect of the said property and the Purchaser has examined and inspected the same including the building plans and plans the nature and quality of construction fittings, fixtures, facilities and fittings provided / to be provided thereto as per the general specifications stated therein 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 Builders/Promoters agreed to sell the Purchaser a Flat / Unit at the price and on the terms and conditions herein after appearing.



₹ 10,00,000/-	₹ 10,00,000/-
₹ 10,00,000/-	₹ 10,00,000/-
₹ 10,00,000/-	₹ 10,00,000/-
₹ 10,00,000/-	₹ 10,00,000/-

Shankar

Prakash

[Signature]

Ground Plus 5+1S
Ward No. 8A
Flat/Shop/Unit No. 1201 floor 12th wing C/2
Area 725 sq. ft. (Carpet)
Market Value _____
Actual Value 38,00,000/-

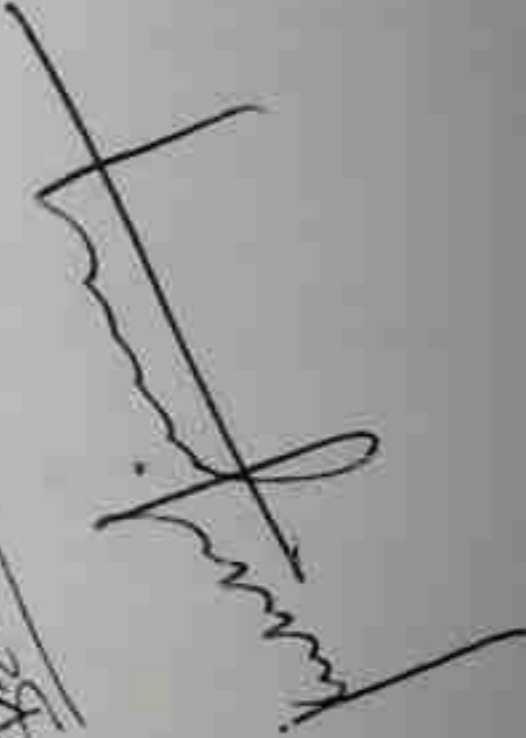


AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON 6th THIS Aug DAY OF 2012 20

BETWEEN

Pran
Bemse


कलज १	
वर्ग नुमेर १०१२	
१	३३