



ಶ್ರೀ. ಬಿ.ಎಸ್. ಶಿವರುದ್ರಪ್ಪ, ಕಾರ್ಡ್ - ೨

ಪ್ರಾಥಮಿಕ ಕಾರ್ಯಾಲಯ ಬೆಂಗಳೂರು  
ಬಿ.ಎಸ್. ಶಿವರುದ್ರಪ್ಪ ಕಾರ್ಡ್ - ೨

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ಕಾರ್ಡ್ ನಂ: ೨೨೮೬೬

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- 1) ಶ್ರೀ. ಬಿ.ಎಸ್. ಶಿವರುದ್ರಪ್ಪ - ಕಾರ್ಡ್ ನಂ: ೨೨೮೬೬
- 2) ಶ್ರೀ. ಬಿ.ಎಸ್. ಶಿವರುದ್ರಪ್ಪ - ಕಾರ್ಡ್ ನಂ: ೨೨೮೬೬

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Male

Age

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Form containing fields for name, date, and other details, with handwritten entries.



## गावाचे नाव : मौजे मालोंडे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,600,000.00  
बा.भा. रु. 1,590,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1107/1160/पहिली न.1,2,10/3,252 वर्णन: विभाग क्र.2 सदनिका न.204 दुसरा मजला, सि-विंग, दि.न.1 ग्रीन लॅन्ड, गोविंद नगर कॉम्प्लेक्स, मालोंडे वसई
- (3) क्षेत्रफळ (1) 85.93 चौ मि विअप
- (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) मै. पी.कवळी डेव्हलपर्स-तर्फे प्रो.प्रा. श्री.पुरुषोत्तम अनंत कवळी तर्फे कु.मु. राजेश घरत -; घर/प्लॉट नं. -; गल्ली/रस्ता -; इमारतीचे नाव: सिध्दांत; इमारत नं. -; पेट/वसाहत -; शहर/गाव: झंडाबाजार; तालुका: वसई; पिन: -; पॅन नम्बर: ACEPK3485D.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सलमाच आसिफ याद्रीक -; घर/प्लॉट नं.: 105; गल्ली/रस्ता -; इमारतीचे नाव: ग्रीन पार्क; इमारत नं. -; पेट/वसाहत -; शहर/गाव: हात्तीमोहल्ला; तालुका: वसई; पिन: -; पॅन नम्बर: ABPPW9958H.  
(2) शरीफा आसिफ याद्रीक -; घर/प्लॉट नं.: वरील प्रमाणे; गल्ली/रस्ता -; इमारतीचे नाव: -; इमारत नं. -; पेट/वसाहत -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 14/12/2011
- (8) नोंदणीचा 14/12/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 13897 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 78600.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 16000.00
- (12) शेर



खरी प्रत

सह दुय्यम निबंधक (वर्ग-२)  
वसई - १





Wednesday, December 14, 2011

10:08:39 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

गावाचे नाव मौजे मालोडे

पावती क्र. : 14163

दस्तऐवजाचा अनुक्रमांक

दिनांक 14/12/2011

दस्ता ऐवजाचा प्रकार



सादर करणाराचे नाव: सलमान आसिफ दांद्रीक

नोंदणी फी

:- 16000.00

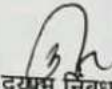
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:- 920.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (46)

एकूण रु. 16920.00

आपणास हा दस्त अंदाजे 10:22AM ह्या वेळेस मिळेल

  
दुय्यम निवधक  
वसई 1

बाजार मुल्य: 1590500 रु. मोबदला: 1600000रु.

भरलेले मुद्रांक शुल्क: 78600 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँसीन के को ऑप बँक ;

डीडी/धनाकर्ष क्रमांक: 007531; रक्कम: 16000 रु.; दिनांक: 14/12/2011

दस्तावेज - १  
 दस्त क्रमांक 23500/2011  
 2/20

No. 79483  
 खातेदाराची प्रत/ Party Copy

बॅंसीन कॅथॉलिक को-ऑपरेटिव्ह बँक लि.  
 (शेड्युलड बँक)

Bassein Catholic Co-operative Bank Ltd.

प्रति मॅनेजर / To, The Branch Manager  
 झेंडाबाजार शाखा / Zenda Bazar Branch

दि. / Dt. 12 / 12 / 2011

मुद्रांक शुल्क / Stamp Duty ₹./Rs. 78600/-

सेवा शुल्क/Service Charges ₹./Rs. 10/-

एकूण रक्कम / Total ₹./Rs. 78610/-

अंशरी रकमे / Amount in Words Seventy

एग्ले चायलंड सिक्केंद

TEN Only

मुद्रांक शुल्क भरणाऱ्याचे नांव / Name of stamp duty

paying party- Shri / Smt. Salman

Asid Wandrick

पत्ता / Address 105 Green Park,

Hatti mohalla Vasai

समीक्षका/पक्षकाराचे नांव / Name of counter party

Shri/Smt. Purushottam Developers

व्यवहाराचा प्रकार/प्रकार / Purpose of transaction

अप्रीट / दे अग्रीट ज्या वकिला कोर्टी आहे त्या वकील

नांव / Name of the B/Myee Bank



टोळपाल / Cashier

अधिकारीची सही / Authorized Signatory

दस्ताचा प्रकार	Agreement for sale
दस्त क्रमांक	22855
ठिकाण	Vasai
मिळकत	16,00,000/-
विक्री कर	Salman A. Wandrick
विक्री कर	m/s. Kawali Develop
विक्री कर	78600/-

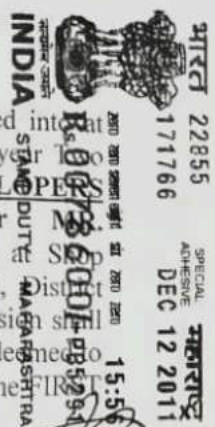
Bassein Catholic Co-op Bank Ltd.  
 Zenda Bazar Branch Zenda Bazar,  
 Vasai, District Thane- 401201  
 D-S/STP/W/C. R. 1021/01/105/172701

AGREEMENT

उपरोक्त मुद्रांक फ्रँकिंग पासले.  
 ऑफिसी भेट घेता, बरोबर आहे.  
 सह. मुख्य निबंधक,  
 वसाई - १

ARTICLES OF AGREEMENT is made and entered into at VASAI, on this 12<sup>th</sup> day of December in the Christian year 2011 Thousand ELEVEN BETWEEN M/s. P. KAWLI DEVELOPERS a proprietary concern, through its proprietor M/s. PURUSHOTTAM ANANT KAWLI having its office at No.008, Siddhant Apt., Zenda Bazar, Vasai, Taluka Vasai, District Thane, hereinafter called "THE BUYER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the FIRST PART:

Handwritten signature and name: Salman A. Wandrick





पत्र - १
दस्ता क्रमांक - 73566/2011
3/100

2

A N D

**MR. SALMAN ASIF WANDRICK**  
**MRS. SHARIFA ASIF WANDRICK**  
 residing at :- Flat No.105, Green Park Bldg., Vartakwada,  
 Govind Nagar Complex, Hatti Mohalla,  
 Vasai, Taluka Vasai, District Thane.

hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executors, administrators and assigns) of the SECOND PART :

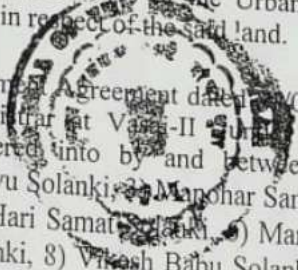
**WHEREAS:-**

a) 1) Sudhir Pandurang Vartak, 2) Vijay Pandurang Vartak, 3) Manohar Pandurang Vartak, 4) Jayant Pandurang Vartak, 5) Shashikala Dattatray Dighe, 6) Jayshree Madhukar Pimpalkhare, 7) Megha Dinanath Kelkar, 8) Shubhada Sharad Abhyankar, 9) Anjali Vijay Patwardhan, 10) Rekha Mukund Bhide, 11) Krishna Govind Vartak, 12) Govind Vasudev Vartak were the owners land bearing Pardi No. 1, City Survey No. 1107, admeasuring H.R.0-27-1, assessed at Rs.8.12 Paise, Pardi No.2, City Survey No. 1107, admeasuring H.R. 0-39-5, assessed at Rs.11.00 Paise, Pardi No. 10/3, City Survey No. 1107, admeasuring H.R.0-03-3, assessed at Rs.0.92 Paise, Pardi No. 252, City Survey No. 1160, admeasuring H.R. 0-05-1, assessed at Rs.1.50 Paise, lying being and situate at Village Malonde, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No.I

b) By an Conveyance Deed dated 31/12/2006 and registered in the office of Sub-Registrar at Vasai No.I under Serial No.107/2007, dated 04/01/2007, 1) Sudhir Pandurang Vartak, 2) Vijay Pandurang Vartak, 3) Manohar Pandurang Vartak, 4) Jayant Pandurang Vartak, 5) Shashikala Dattatray Dighe, 6) Jayshree Madhukar Pimpalkhare, 7) Megha Dinanath Kelkar, 8) Shubhada Sharad Abhyankar, 9) Anjali Vijay Patwardhan, 10) Rekha Mukund Bhide, 11) Krishna Govind Vartak, 12) Govind Vasudev Vartak sold and conveyed the said land to 1) Shivu Samat Solanki, 2) Jayesh Shivu Solanki, 3) Manohar Samat Samant, 4) Ansh Manohar Solanki, 5) Hari Samat Solanki, 6) Manoj Govind Solanki, 7) Ramesh Babu Solanki, 8) Vikesh Babu Solanki, 9) Mukesh Babu Solanki, 10) Nandkumar Hamir Solanki forself and Father and Natural Guardian for i) Santosh Nandkumar Solanki, ii) Milind Nandkumar Solanki, 11) Prabhakar Narayan Solanki, 12) Kisan Narayan Solanki.

c) The U.L.C. permission obtained from the Office of the Addl. Collector and Competent Authority, Thane Urban Agglomeration, Thane, vide its letter bearing No. ULC/TA/TN-4/MALONDE/SR-148, dated 10/11/2006, u/s. 6 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the said land.

d) By an Development Agreement dated 31/01/2009 registered in to office of Sub-Registrar at Vasai-II under serial No.734/2009 dated-31/01/2009 entered into by and between 1) Shivu Samat Solanki, 2) Jayesh Shivu Solanki, 3) Manohar Samat Samant, 4) Ansh Manohar Solanki, 5) Hari Samat Solanki, 6) Manoj Govind Solanki, 7) Ramesh Babu Solanki, 8) Vikesh Babu Solanki, 9) Mukesh Babu Solanki,



*Shal*  
 S. A. Wandrick

वसई - ५  
दस्त क्रमा १३८८०/२०११  
४ / ४६

Solanki, 10) Nandkumar Hamir Solanki for self and Father and Natural Guardian for i) Santosh Nandkumar Solanki, ii) Milind Nandkumar Solanki, 11) Prabhakar Narayan Solanki, 12) Kisan Narayan Solanki (therein called "The Owners") of the First Part and M/s. P. KAWLI DEVELOPERS (therein called "The Developer") of the Second Part and hereinafter called "The Builder", the said Shivu Samant Solanki and others had granted the development right in respect of land admeasuring H.R. 0-65-0, out of Pardi No. 1, 2, 10/3, City Survey No. 1107, Pardi No. 252, City Survey No. 1160 to M/s. P. KAWLI DEVELOPERS, on the terms and conditions mentioned in the said agreement.

e) The aforesaid Owners have executed a Power of Attorney in favour of M/s.P.Kawali Developers with a right to develop the same.

f) The Owners have given peaceful and vacant possession with a right to develop the same.

g) The land bearing City Survey No.1107, Pardi No. 1, 2, 10/3, City Survey No. 1160, Pardi No. 252 have been amalgamated and converted into N.A. by the Office of Collector, Thane vide its Order bearing No.REV/K-1/T-9/ NAP/SR-88/2007, dated 14/03/2008.

h) The Commencement Certificate for the proposed layout on land bearing City Survey No.1107, Pardi No. 1 & 2, City Survey No. 1160, Pardi No. 252 by the City and Industrial Development Corporation of Maharashtra Ltd., vide its letter bearing No.CIDCO/VVSR/CC/BP-4353/ W/1424, dated 02/06/2008.

i) The Commencement Certificate for the proposed Residential with Shopline Building No.1 on land bearing City Survey No.1107, Pardi No. 1 & 2, City Survey No. 1160, Pardi No. 252 by the City and Industrial Development Corporation of Maharashtra Ltd., vide its letter bearing No.CIDCO/VVSR/CC/BP-4353/W/1425, dated 02/06/2008.

j) The Builder is entering into several agreement similar to this agreement with several parties who may agree to take acquire premises in the said plot of land on ownership except and subject to such modification as may be necessary or considerable, desirable or proper by the Builder with a view ultimately that the Purchaser/s of the various premises alongwith occupants of the other premises in the said plot of land shall form a co-operative housing society or limited company the said plot of land together with the building/s thereon will be conveyed as herein provided.

k) The Purchaser/s has/have demanded from the Builder inspection of the aforesaid building/s plans, specification of and other documents referred to above including the agreement such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself/themselves about the same.

l) The Builder has engaged the service of EN-CON as a Architect and Structural Engineer for preparation of the structural drawings of the building and the Builder accepts the professional supervision of the Architect and Structural Engineer till the completion of the building.



B

S. A. Wandnick



बसई - १

दस्ता क्रमांक - 3500/2022

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m) The Purchaser/s demanded from the Builder and the Builder has given inspection to the Purchaser/s of all the documents of title relating to the said land the development agreement and the plans, designs and specifications prepared by the Builder Architects EN-CON and of such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Construction Sale Management and Transfer) Act, 1963 (hereinafter for the sake of brevity it may be referred to as "The said Act") and the rules made thereunder such inspection has been duly given to and taken by the Purchaser/s. The Purchaser/s has/have also satisfied himself/herself /themselves about the same.

n) The Builder has supplied to the Purchaser/s such of the documents as are mentioned in Rule 4 of the Maharashtra Ownership Flat Rules 1964, as demanded by the Purchaser/s.

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

- 1) The Builder shall construct the said building on the said plot of land more particularly described in the schedule 'A' hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builder may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them.
- 2) The Purchaser/s hereby agrees to purchase from the Builder and the Builder hereby agrees to sell to the Purchaser/s the Flat bearing No.204 admeasuring 925 Square feet i.e. 85.93 Square metres (Built up area) (which is inclusive of the area of balconies) on Second Floor, in 'C' Wing, as shown in the floor plan thereof hereto annexed and marked annexures '\_\_\_' in Building No. 1 known as "GREEN LAND" in "GOVIND NAGAR COMPLEX" (hereinafter referred to as "The Flat/Shop") for the price of Rs.16,00,000/- (Rupees Sixteen Lakhs Only), including price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common facilities which are more particularly described in the schedule 'B' hereunder written.
- 3) The said consideration of Rs.16,00,000/- (Rupees Sixteen Lakhs Only) shall payable in the following manner:
  - a) Rs. 3,00,000/- on booking of the Flat/Shop.
  - b) Rs. 2,10,000/- on or before completion of plot.
  - c) Rs. 2,10,000/- on or before completion of 1st slab.
  - d) Rs. 2,10,000/- on or before completion of 2nd slab.
  - e) Rs. 2,10,000/- on or before completion of 3rd slab.
  - f) Rs. 2,10,000/- on or before completion of 4th slab.
  - g) Rs. 2,10,000/- on or before completion of 5th slab.
  - h) Rs. 40,000/- remaining at the time of occupation of the said Flat/Shop.



Saleh S. A. Wandric/c.



कसई - ४  
दस्ता कमांक. १३००० / २०११  
६ / १००

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4) The Builder 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 the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Purchaser/s obtained from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop.

5) The Builder hereby declares that the Floor Space Index available in respect of the said land is \_\_\_\_\_ Square metres only and that no part of the said Floor Space Index has been utilized by the Builder elsewhere for any purpose whatsoever.

6) The Purchaser/s agrees to pay to the Builder interest at Eighteen per cent per annum on all the amounts which become due and payable by the Purchaser/s to the Builder under the terms of this agreement from the date of the said amount is payable by the Purchaser/s to the Builder.

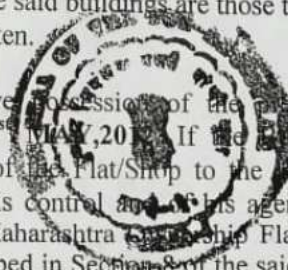
7) On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builder under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builder shall be entitled at his own option to terminate this agreement:

PROVIDED always that the Power of termination herein before contained shall not exercised by the Builder unless and until the Builder shall have given to the Purchaser/s fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid the Builder shall refund to the Purchaser/s the installments of sale price of the Flat/Shop which may till have been paid by the Purchaser/s to the Builder but the Builder shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builder, the Builder shall be at liberty to dispose off and sell the Flat/Shop to such person and at such price as the Builder may in his absolute discretion think fit.

8) The fixtures, fittings and amenities to be provided by the Builder in the premises and the said buildings are those that are set out in schedule 'D' hereunder written.

9) The Builder shall give possession of the premises to the Purchaser/s on or before 31<sup>st</sup> MAY, 2011. If the Builder fails or neglects to give possession of the Flat/Shop to the Purchaser/s on account of reasons beyond his control and of his agents as per the Provisions of Section 8 of Maharashtra Ownership Flat, Act by the aforesaid date or dates prescribed in Section 8 of the said act, then the Builder shall be liable on demand to refund to the Purchaser/s the



Handwritten signature: S. A. Wandnick



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amounts already received by him in respect of the Flat/Shop with simple interest at nine (9%) per cent, per annum from the date the Builder received the sum till the date the amounts 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 competent authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builder to the Purchaser/s they shall subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building/s in which the Flats/Shops are situated or were to be situated.

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

- i) Non-Availability of steel, cement, other building/s material, water or 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.

10) The Purchaser/s shall take possession of the Flat/Shop within seven days of the Builder giving written notice to the Purchaser/s intimating that the said Flats/Shops are ready for use and occupation.

11) The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for purpose of RESIDENCE similarly the Shop Purchaser/s shall use the Shop or any part thereof or permit the same to be used only for the purpose of COMMERCIAL.

12) The Purchaser/s along with other Purchaser/s of Flat/Shop in the building/s shall join in forming and registering the society or a limited company to be known by the name as **GREEN LAND CO-OPERATIVE HOUSING SOCIETY LTD.** The Purchaser/s will also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member, including the bye-laws of the proposed society and full fill and sign and returns to the Builder within seven days of the same being forwarded by the Builder to the Purchaser/s. So as to enable Builder to register the organization of the Purchaser/s under Section 10 of the said act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction Sale Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in draft bye-laws or the Memorandum and/or Articles of Association as may be required by the registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other competent authority. The Builder shall have right to form one or more societies for convenience.

13) Unless it is otherwise agreed to by and between the parties hereto the Builder shall within four months of registration of the society or limited company as aforesaid, the share to be transferred to society or limited company all right, title and interest of the Vendor and/or the owners in the allocate part of the said land together with the



*S. A. Landrick*



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building/s obtaining or executing the necessary conveyance and/or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building/s in favour of such society or limited company, as the case may be such conveyance/ assignment of lease shall be in keeping with the terms and provisions of this agreement.

14) Commencing a week after notice in writing is given by the Builder to the Purchaser/s that the Flat/Shop is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area at the Flats) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levis by the concern local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the society/limited company is formed and the said land and building/s transferred to it, the Purchaser/s shall pay to the Builder such proportionate share of outgoing as may be determined. The Purchaser's share is so determined, the Purchaser/s shall pay to the Builder Provisional monthly contribution of Rs. \_\_\_/- per month towards the outgoing. The amounts so paid by the Purchaser/s to the Builder shall not carry any interest and remain with the Builder until a conveyance/ assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said Act, on such conveyance/ assignment of lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builder to the society or the limited company, as the case may be.

The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

- 15) The Purchaser/s shall on or before delivery of possession of the said Flat/Shop keep deposited with the Builder the following amounts:-
- i) Rs. 1,000/- for legal charges.
  - ii) Rs. 350/- for share money, application entrance fee of the society or limited company.
  - iii) Rs. 1,000/- for formation and registration of the society or limited company.
  - iv) Rs. 2,000/- for proportionate share of taxes and other charges.

Rs. 4,350/-

16) The Builder shall utilize the sum of Rs. 2350/- paid by the Purchaser/s to the Builder for meeting all legal costs, charges and expenses, including professional fees and the attorney-at-law/ advocates of the Builder in connection with formation of the said society or as the case may be limited company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement and the conveyance or assignment of lease.



*Saleh*      *S. A. Wandrick*

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१० / १६

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building/s in which the Flat/Shop is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop in the compound or any portion of the said land and the building/s in with the Flat/Shop is situated.

g) Pay to the Builder within seven days of demand by the Builder, his/her/their share of security deposit by concerned local authority or Government or giving water, electricity or any other service connection to the building/s in which the Flat/Shop is situated.

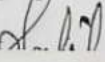
h) To bear and pay increase in local taxes, water charges, insurance and such other levis, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat/Shop by the Purchaser/s viz. user for any purposes other than for residential / commercial purpose.

i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of this agreement or part with the possession of the Flat/Shop until all the dues payable by the Purchaser/s to the Builder under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Builder.

j) The Purchaser/s shall observe and perform all the rules and regulations which the society or the limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the Flats/Shops therein and for the observance and performance of the said building/s Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and condition laid down by the society/ limited company regarding the occupation and use of the Flat/Shop in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

k) Till a conveyance of building/s in which Flat/Shop is situated is executed the Purchaser/s shall permit the Builder and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

19) The Builder shall maintain a separate account in respect of sums received by the Builder from the Purchaser/s as advance or deposits, sums received on account of the share capital for the promotion of the co-operative society or a company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

 G. A. Wandrick





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२/१०

17) At the time of registration the Purchaser/s shall pay to the Builder the Purchaser's share of stamp duty and registration charges payable, if any, by the said society or limited company on the conveyance or lease or any documents or instrument of transfer in respect of the said land and the building/s to be executed in favour of the society or limited company.

18) The Purchaser/s or himself/herself/themselves with intention to bring all persons into whatsoever hands the Flat/Shop may come, doth hereby covenant with the Builder as follows :

a) To maintain the Flat/Shop at the Purchaser's own costs the Flat/Shop agreed to be acquired by him/her/ them in the same good tenable repair and condition from the date of possession of the Flat/Shop is taken and shall not do or suffered to be done anything in or to the building/s in which the Flat/Shop is situated, staircase or any passages which may be against the rule, regulations or bye-laws or concerned local or any other authority or change/alter to make addition in or to the building/s in which the Flat/Shop is situated the Flat/Shop itself or any part thereof.

b) Not to store in the Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structures of the building/s in which the Flat/Shop is situated or storing of which good is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building/s in which Flat/Shop is situated, including entrances of the building/s in which the Flat/Shop is situated and in case any damage is caused to the building/s in which the Flat/Shop is situated or the Flat/Shop on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their own cost all internal repairs to the said Flat/Shop and maintain the Flat/Shop in the same conditions, state and order in which it was delivered by the Builder to the Purchaser/s and shall not do or suffering to be done any thing in or to the building/s in which the Flat/Shop is situated or the Flat/Shop which may given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act the contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the Flat/Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat/Shop or any part thereof nor any alteration in the elevation and outside colour scheme of the building/s in which the Flat/Shop is situated and shall keep the portion, sewers, drains pipes in the Flat/Shop and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building/s in which the Flat/Shop is situated and shall not, in any other manner damage to columns, beams, walls, slabs and C.C. Parda or other structural members in the Flat/Shop without the prior written permission of the Builder and/or the society or limited company.

Handwritten signature: R. A. Landrick

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20) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats/Shops or of the said plot and building/s or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, recreation spaces etc., will remain the property of the Builder until the said land and building/s is transferred to the society/limited company as hereinbefore mentioned.

21) Any delay tolerated or indulgence shown by the Builder in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Builder shall not be construed as a waiver on the part of the Builder of any breach or non-compliance of any of the terms and conditions of this agreement by Purchaser/s nor shall the same in any manner prejudice the right of the Builder.

22) The Purchaser/s and/or the Builder shall present this agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the registration act and the Builder will attend such office and admit execution thereof.

23) All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served, if sent, to the Purchaser/s, by registered post A.D./Under Certificate of posting at his/her/their address specified below :

VIZ: **MR. SALMAN ASIF WANDRICK &  
MRS. SARIFA ASIF WANDRICK**

**GREEN LAND** building, Flat No.204, Second Floor,  
Govind Nagar Complex, Village Malonde, Hatti Mohalla,  
Vasai, Taluka Vasai District Thane. PIN - 401 201.

24) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Flats in the said building/s, if any, shall belong exclusively to the respective Purchaser/s of the terrace Flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Builder or the society or as the case may be the limited company.

25) IT IS AGREED BETWEEN the Builder and Purchaser/s that in case any additional F.S.I. is granted or construction of additional floor or floors is allowed then the Builder is entitled to construct and dispose of the said additional construction and the Builder has reserved the right to construct the same additional construction mentioned above and dispose the same. The necessary covenant in the deed of conveyance to be executed in favour of Co-operative Housing society shall be incorporated.

26) It is agreed that the Builder shall be entitled, without affecting the rights of the Purchaser/s to the said premises including the area thereof to revise the building/s plans in respect of the said buildings and to utilise the total F.S.I. and the development rights available in

*S.L.D.* *R. A. Wandrick.*



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respect of the said property by suitably modifying the building plans in respect of the said premises as the Builder may desire and the Purchaser/s hereby irrevocably consents to the right of the Builder to revise and modify the building/s plans in respect of the said premises from time to time.

27) In the event of any society being formed and registered before the sale and disposal by the Builder of all the premises, the powers and the authority of the society or limited company or Condominium of Apartment so formed or the Purchaser/s and other holders of the premises shall be subject to the over all authority and control of the Builder in respect of all the matters concerning the said building/s and in particular the Builder shall have absolute authority and control as regards the unsold premises and the disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agrees and confirms that in the event of the said society and/or Limited Company or Condominium of Apartment being formed earlier than the Builder dealing with or disposing of the said buildings on the said property then and in that event any allotted or Purchaser/s of premises from the Builder shall be admitted to such co-operative society, limited company of Condominium of Apartment on being called upon by the Builder without payment of any premium or any additional charges save and except Rs.250/- for the share money and Rs.100/- entrance fee and such allotted Purchaser/s or Transferee thereof shall not be discriminated or treated prejudicially by such co-operative society, limited company or Condominium or Apartment as the case may be.

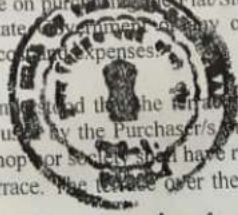
28) The Purchaser/s hereby agrees that in the event of any amount towards development charges or betterment charges or of a similar nature becoming due and payable by the Builder to the Government or City and Industrial Development Corporation or Municipal Corporation or to any other public body in respect of the said property, the same shall be reimbursed by the Purchaser/s in proportion to the area of his/her/their Flat/Shop.

29) The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit is payable to the Municipal Corporation or the State Government or CIDCO or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Builder the same shall be paid by the Purchaser/s to the Builder in proportion to the area of the said premises and in determining such amount, the discretion of the Builder shall be conclusive and binding upon the Purchaser/s.

30) The Builder has informed the Purchaser/s and the Purchaser/s hereby confirms that the Builder is entitled to :-

32) The Purchaser/s shall be liable to pay the service tax, vat tax or any other tax, if applicable on purchase of Flat/Shop to be imposed by the Central and/or State Government or any other Government body at his/her/their own cost and expenses.

33) It is agreed and understood that the terrace if attached to any Flat shall be exclusively used by the Purchaser/s of such Flat and no other Purchaser of Flat/Shop or society shall have rights of any nature whatsoever over such terrace. The terrace over the top floor shall be



*[Signature]* - E. A. Wandnick.

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१५ / ८०

TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY THAT I have investigated the title of land bearing Pardi No. 1, City Survey No. 1107, admeasuring H.R. 0-27-1, assessed at Rs.8.12 Paise, Pardi No.2, City Survey No. 1107, admeasuring H.R. 0-39-5, assessed at Rs.11.00 Paise, Pardi No. 10/3, City Survey No. 1107, admeasuring H.R.0-03-3, assessed at Rs.0.92 Paise, Pardi No. 252, City Survey No. 1160, admeasuring H.R. 0-05-1, assessed at Rs.1.50 Paise, lying being and situate at Village Malonde, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. I belonging to 1) Shivu Samant Solanki, 2) Jayesh Shivu Solanki, 3) Manohar Solanki, 3) Manohar Samat Samant, 4) Ansh Manohar Solanki, 5) Hari Samat Solanki, 6) Manoj Govind Solanki, 7) Ramesh Babu Solanki, 8) Vikesh Babu Solanki, 9) Mukesh Babu Solanki, 10) Nandkumar Hamir Solanki, 11) Prabhakar Narayan Solanki, 12) Kisan Narayan Solanki.

By an Development Agreement dated 31/01/2009, entered into by and between 1) Shivu Samant Solanki, 2) Jayesh Shivu Solanki, 3) Manohar Solanki, 3) Manohar Samat Samant, 4) Ansh Manohar Solanki, 5) Hari Samat Solanki, 6) Manoj Govind Solanki, 7) Ramesh Babu Solanki, 8) Vikesh Babu Solanki, 9) Mukesh Babu Solanki, 10) Nandkumar Hamir Solanki, 11) Prabhakar Narayan Solanki, 12) Kisan Narayan Solanki (therein called "The Owners") of the First Part and M/s. P. KAWLI DEVELOPERS (therein called "The Developer") of the Second Part and hereinafter called "The Builder", the said Shivu Samant Solanki and others had granted the development right in respect of land admeasuring H.R. 0-65-0, out of Pardi No. 1 and 2, City Survey No. 1107, Pardi No. 10/3, City Survey No. 1107, Pardi No. 252, City Survey No. 1160 to M/s. P. KAWLI DEVELOPERS, on the terms and conditions mentioned in the said agreement.

I have investigated the title and the same is found clear, marketable and without any encumbrance.

sd/-  
(N.B. DESHMUKH & CO)  
ADVOCATE



*Saleh*

*S. A. Wandnick*



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दिनांक	१४/०६

- 41) The Purchaser/s shall not decorate the exterior of the said premises otherwise than in a manner agreed to with the Builder under this agreement.
- 42) The Shop Purchaser/s shall not construct the Shed and/or close the Opla by fixing the Grills on the Front side of the Shop.
- 43) This agreement shall always be subject to the Provision of Maharashtra Co-Operative Societies Act, 1960 with rules made there under and also The Maharashtra Ownership Flats (Regulation of the Promotions of Construction, Sale, Management and Transfer) Act, 1963.

**SCHEDULE 'A'**

**THE SCHEDULE ABOVE REFERRED TO**

ALL THOSE pieces and parcels of land admeasuring H.R. 0-65-0, out of Pardi No. 1 & 2, City Survey No. 1107, Pardi No.10/3, City Survey No. 1107, Pardi No.252, City Survey No. 1160, lying being and situate at Village Malonde, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. I.

**SCHEDULE 'B'**

**THE SCHEDULE ABOVE REFERRED TO FLAT/SHOP**

Flat No.204, on the Second Floor, admeasuring 925 Square feet i.e. 85.93 Square metres (Built up area), in 'C' Wing, in Building No.1 known as "GREEN LAND" in "GOVIND NAGAR COMPLEX", constructed on land admeasuring H.R.0-65-0, out of Pardi No. 1 & 2, City Survey No. 1107, Pardi No.10/3, City Survey No. 1107, Pardi No.252, City Survey No. 1160, lying being and situate at Village Malonde, Taluka Vasai, District Thane, within the area of Sub-Registrar at Vasai No. I.

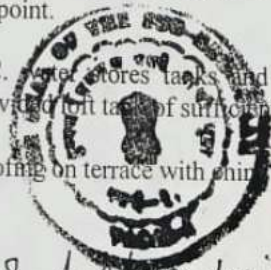


*Sd/- G. A. Wandnick.*

प्लान नं. १
दस्तावेज क्रमांक - १३५९००/२०११
१९ / ००

SCHEDULE 'D'LIST OF AMENITIES

1. Building of R.C.C. framed structure.
2. External walls & Interior partition walls as per R.C.C. plan.
3. Flooring : Living room - 1 meter X 1 meter Marbonite, Bedroom, kitchen & Passage 2"x2" Porsilana tiles.
4. Spartex tiles flooring in W.C. upto full high spartex tiles.
5. Living Room - French Window with flower bed.
6. One pedestal wash basin and concealed plumbing with mixer & shower in bathroom and flush tank in W.C. also provided loft tank.
7. Bathroom Fitting with Seven year warranty.
8. Raised cooking platform with service platform of Granite stone with build in steel sink with full high dado spartex tiles. Also provided Exclusive Modular Kitchen Trolley.
9. Wooden frame with panel flush door in main with safety door and bedroom, bathroom and W.C. doors in Bakelite with fixed in Mirror polish marble frame.
10. All staircase steps of one piece marble precious head.
11. Internal Color - P.O.P. finishing with Luster colour.
12. False ceiling work in Living & POP cornice in Bedroom.
13. High quality Anodized sliding windows with Mosquito Net framing in mirror polish green marble and also Iron Grills of all windows.
14. Through our quality concealed copper electrical wiring with adequate electrical points and Modular Switches of reputed brands.
15. One electrical call bell point, light, fan and powder plug point in bedroom, living and kitchen, light point in W.C., bathroom, fridge point, T.V. cable point, telephone point, Internet cable point and geyser point.
16. Overhead R.C.C. water stores tanks and under ground water storage. Also provided loft tank of sufficient capacity.
17. Special water proofing on terrace with china mosaic chips.



*Saleh*



*S.A. Wandnick*




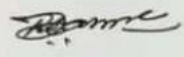
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 क्रमांक - १३८७/२०११  
 १७/०७

IN WITNESSES WHEREOF THE PARTIES HERETO  
 HAVE HEREUNTO SET AND SUBSCRIBED THEIR  
 RESPECTIVE HANDS THE DAY AND THE YEAR FIRST  
 HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the )  
 within named "THE BUILDER" )  
 M/s. P.KAWALI DEVELOPERS )  
 a proprietary concern, through )  
 its proprietor MR. PURUSHOTTAM )  
 ANANT KAWALI )  
 in the presence of ..... )


  
 For P. Kawali Developers,  
  
 Proprietor.

1.   
 Name : Pratik Patil  
 Address : Vashi

2.   
 Name : Riju L. Datta  
 Address :

SIGNED AND DELIVERED by the )  
 within named "THE PURCHASER/S" )  
 Mr. SALMAN ASIF WANDRICK )  
 Mrs. SARIFA ASIF WANDRICK )  
 in the presence of ..... )


1. 

2. 

S. A. Wandrick.



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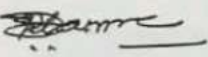
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RECEIVED the day and the year first )  
hereinabove written of and from the )  
within named PURCHASER/S, the sum )  
Of Rupees **Three Lakh Only**..... )  
..... )  
as and by way of earnest money, to be )  
paid by him/them/her to me. )

Rs.3,00,000/-

WITNESSES :

I SAY I HAVE RECEIVED

1. 
2. 

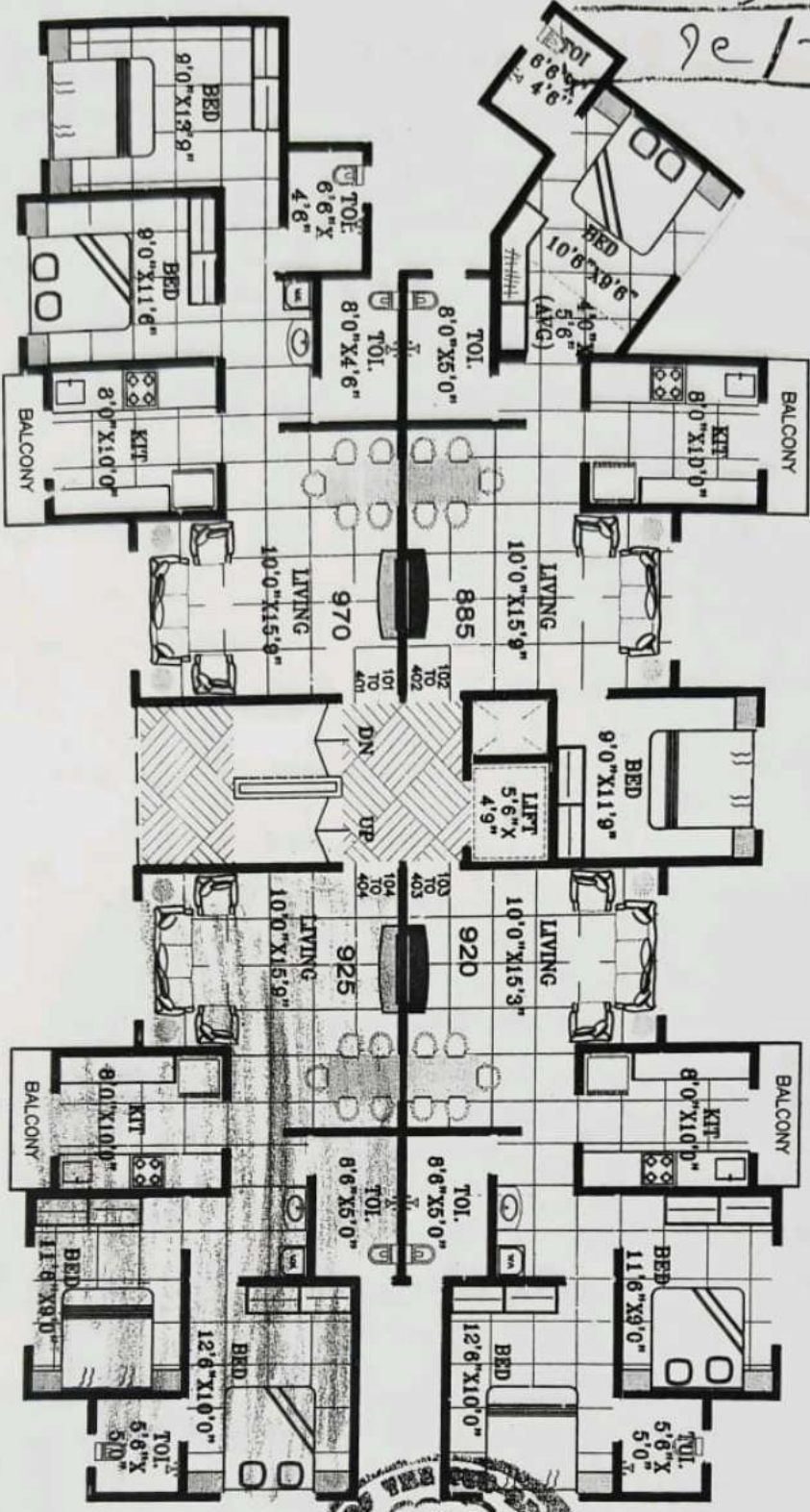
For P. Kawali Developers,  
  
Proprietor.

BUILDER

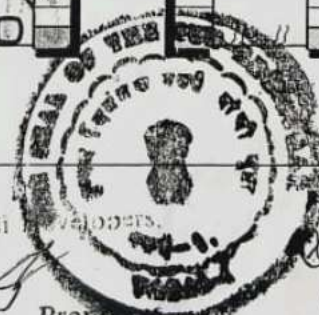




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For P. Kawaii Developers.

S.A. Wandnick.

BLINDERS:-  
 M/s. P. KAWALI DEVELOPERS  
 SUDBHART-4, Shop 06  
 Zande Bazar, Vasai

PROPOSED RESIDENTIAL BLDG NO.1 WITH SHOP LINE ON LAND BEARING C.T.S NO. 1107,  
 C.T.S NO.1100, VILL - MALONDE, TAL- VASAI, DIST - THANE.

Architectural & Structural Works  
 G 7/8 "D" WING, SETHI PALACE,  
 AMBADI ROAD, VASAI ROAD (WEST),  
 PHONE: 95250 - 336318, 333404