

M/s CHOUDHARI DEVELOPERS, a Partnership Firm, having its Office at Sai Sankul, NX, 2B/102, Opp Kallash Park, Barave Road, Khadakpada, Kalyan (w) Dist Thane, hereinafter called and referred to as the BUILDERS/ PROMOTERS (Pan No. AASFM3138K) (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 and their/his heirs, executors, administrators and assigns) being the PARTY OF THE FIRST PART.

AND

Mr/Mrs ANITA VIJAY MOREPan No. ATVPG7304Faged about 27 years, occupation Service/Business

Mr/Mrs _____

Pan No. _____

aged about _____ years, occupation Service/Business

residing at 3/S, NEW SARASWATI (D-OP) H.S.O. SOCIETYVIJAY NAGAR, POONA LINK 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 Bemtaya Hendra Guikwad is the owner and/or otherwise well and sufficiently entitled to all those pieces and parcels of land lying, being and situate at Village Tisgaon, Taluka Kalyan, Dist Thane bearing :

Survey No.	Hissa No.	Area(H-R-P)	Assessment (Rs.)
53	9	0-36-4 0-02-8	7.25
54	2	0-10-4 0-00-5	1.25

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within the limits of the Kalyan Bembivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan hereinafter both the abovesaid properties in together are called and referred to as the "Said Property";

AND WHEREAS Shri Bemtaya Hendraya Guikwad filed the returns under the provisions of Urban Land (Ceiling and Regulation) Act 1976 in respect of the immovable properties owned and possessed by him and in due course, necessary order is passed by Dy. Collector and Competent Authority, Ulhasnagar Urban

[Signature]



Flat/Office/Shop/Unit 202 on 2nd floor in
Wing A in the Building known as SAI LEELA
Area : 450.04 sq. ft.(Carpet)
Plus 41.25 sq. ft.F.B. AREA
plus 75 sq. ft. Open Terrace
Market Value Rs. _____
Actual Value Rs. 12,43,162/-



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AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN
ON THIS 09 DAY OF August 2012
BETWEEN




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Flat/Office/Shop/Unit 201 on 2nd floor in

Wing A in the Building known as SAI LEELA GALAXY

Area : 450.04 sq. ft. (Carpet)

Plus 47.50 sq. ft. F.B. AREA

plus 45 sq. ft. Open Terrace

Market Value Rs. _____

Actual Value Rs. 11,90,837/-



AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT MADE AT KALYAN

ON THIS 09 DAY OF August 2012

BETWEEN

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 M/s CHAUDHARI DEVELOPERS, a Partnership Firm, having its Office at Sai
 Bankul, NX, 2B/102, Opp Kailash Park, Barave Road, Khudakpada, Kalyan (w)
 Dist Thane, hereinafter called and referred to as the BUILDERS/ PROMOTERS
 Pan No. AASF3138K) (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 and their/his heirs, executors, administrators and assigns)
 being the PARTY OF THE FIRST PART.

AND

Mrs VIJAY DNYANOBA MORE

Pan No. AOWPM7339A

aged about 27 years, occupation Service/Business

Mr/Mrs _____

Pan No. _____

aged about _____ years, occupation Service/Business

residing at 3/5, NEW SARASWATI CO-OP

SOCIETY, VIJAY NAGAR, POONA KALYAN (E)

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 her
 their heirs, executors, administrators and assigns being the PARTY OF THE
 SECOND PART.



WHEREAS Shri Bemtaya Hendra Gaikwad is the owner and/or otherwise well
 and sufficiently entitled to all those pieces and parcels of land lying, being and
 situate at Village Tisgaon, Taluka Kalyan, Dist Thane bearing :

Survey No.	Hissa No.	Area(H-R-P)	Assessment (Rs. P)
53	4	0-36-4 0-02-8	7.25
54	2	0-10-4 0-00-5	1.25

within the limits of the Kalyan Dombivli Municipal Corporation and within the
 jurisdiction of Registration District Thane, Sub-Registration District Kalyan
 hereinafter both the abovesaid properties in together are called and referred to as
 the "Said Property";

AND WHEREAS Shri Bemtaya Hendraya Gaikwad filed the returns under the
 provisions of Urban Land (Ceiling and Regulation) Act 1962 in respect of the
 immovable properties owned and possessed by him and in the course, necessary
 order is passed by Dy. Collector and Competent Authority, Ulhasnagar Urban

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Agglomeration, Thane under section 2(4) of the Urban Land Ceiling and Regulation Act 1976 bearing No. ULC/UIN/6(1)SR-17-Thane dated 30.12.1986, wherein an area admeasuring 2698.5 sq. meters from Survey No. Hissa No. 4 and total area of said Survey No. 54 Hissa No. 2 from said survey was declared as surplus under the provisions of said Act ;

AND WHEREAS the said owner, with a view to seek exemption under Section 17 of the Urban Land (Ceiling and Regulation) Act 1976, submitted the proposal to Dy. Collector and Competent Authority Ulhasnagar Urban Agglomeration, Thane for the said Property alongwith his other properties and accordingly a weaker section scheme is sanctioned by Dy. Collector and Competent Authority Ulhasnagar Urban Agglomeration, Thane under order bearing No. ULC/UIN/Sec.(20)N/SR-674 dated 06.11.2007 in respect of said Property ;

AND WHEREAS by and under Development Agreement dated 01.10.2010 registered at the Office of Sub-Registrar of Assurances at Kalyan under No. 9325/2010 dated 04.10.2010 made and executed between Shri Bemtaya Hendraya Gaikwad and Others as the party of the first part and Builders/Promoters herein as the party of the other part, the said Shri Bemtaya Hendraya Gaikwad and others granted the development rights in respect of said property alongwith benefits of sanctioned scheme, plan and permissions in favour of Builders/Promoters and in pursuance thereof the said owners have also granted the power of attorney in favour of said Builders/Promoters ;

AND WHEREAS Builders/Promoters herein with a view to develop the said property, by constructing multistoried building thereon, submitted necessary plan to that effect with Kalyan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation granted I.D.O. under No. KDMP/ NRV / BP/ 557-202 dated 15.12.2010 in respect of said property ;

AND WHEREAS necessary Non-agricultural use permission is obtained from Dy. Collector, Thane in respect of said property under permission bearing No. Mahasul/Kakaha-1/T -7 NAP/ SR -199/ 2010 dated 18.02.2011 ;

AND WHEREAS on obtaining Non-agricultural use permission Kalyan Dombivli Municipal Corporation granted building commencement certificate bearing No. KDMP/ NRV/BP/27-13 dated 25.04.2011 ;

AND WHEREAS the plans, floor plans, drawings and specifications etc. in respect of the proposed building have been prepared by Architect Varghese John of De-con Consultants ;

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

AND WHEREAS it is brought to the notice of Purchaser/s herein that an area admeasuring 1120.38 sq. meters is under road set-back area and area admeasuring 560.73 sq. meters is under reservation of Sport Complex.

AND WHEREAS it is further brought to the notice of Purchaser/s herein that Builders/Promoters herein may acquire adjacent property to said property and same may be amalgamated with said property and if such property will be amalgamated then buildings constructed thereon will form the part of present complex and for the said amalgamation Purchaser/s herein has/have given his/has/their consent for the same.



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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 ;

AND WHEREAS the proposed building consists of Flats/Offices/Shops/Units ;

AND WHEREAS as recited hereinabove, the Builders/Promoters are entitled to develop the said building on said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the Flats/office/Shops/Units constructed in the building on ownership basis and to enter into agreements with the purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Offices/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/office/Shops/Units in the complex subject to terms, conditions, facts and circumstances as mentioned in these presents ;

AND WHEREAS the Builders/Promoters expressed their intention to dispose off the Flats/Offices/ Shops/ Units in the proposed building on the said property to be know as as "SAI LEELA GALAXY" ;

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/s has/have made a declaration to the effect firstly that neither he/she, the Purchaser/s nor the members of the family of the Purchaser/s 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/s ;



AND WHEREAS the Builders/Promoters shall accordingly Sell and the Purchaser/s shall purchase acquire the said Flat /Office/Shop/ Unit, by becoming member / share holder / constituent of the proposed cooperative society and the Purchaser/s shall pay to the Builders/Promoters Rs. 11,90,837 /- (Rupees

ELEVEN LAKHS NINETY THOUSAND EIGHT HUNDRED THIRTY SEVEN — x — only) as the agreed price / consideration in respect of the said Flat/ Office/Shop/ Unit bearing No. 201 on 2nd floor, in Wing A, admeasuring 450.04 sq. ft. (Carpet) (Carpet area includes the area of balconies) plus 47.50 sq. ft. FB AREA plus open terrace of 45 sq. ft. in the building to be known as "SAI LEELA GALAXY" hereinafter for the sake of brevity called and referred to as the "said premises" allotted to the Purchaser/s and shown and marked accordingly on the floor plan annexed herewith

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AND WHEREAS the Purchaser/s have agreed to pay the sale price / consideration in respect of said premises in accordance with the payment schedule hereinafter mentioned and in accordance with the progress of the construction work of the 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 there under including the model form of Agreement prescribed therein ;

AND WHEREAS by executing this agreement the Purchaser/s has/have accepted 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 /offices/shops/units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser/s has/have accepted 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/shops/offices/Unit, agreed to be purchased by the Purchaser/s 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 it is specifically brought to the notice of purchaser/s that Builders/Promoters herein are going to avail, use and utilize Transferable Development Rights as may be permitted by Kalyan Dombivli Municipal Corporation on the said property and as per D.C. Rules and Regulations and accordingly Wing A and B will be of Stilt plus 7 upper of more floors and the Purchaser/s herein has/have granted them his/her/their unequivocal consent to the same.

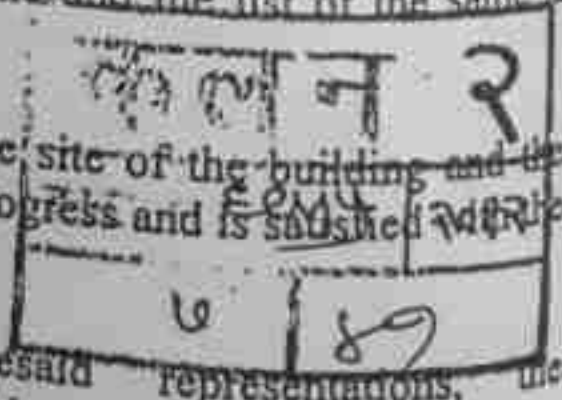


AND WHEREAS the Purchaser/s has/have accepted the title of the owner of the said property as shown in the records of rights in respect thereof and the documents referred to hereinabove ;

AND WHEREAS the Purchasers has/have 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/s has/have examined and inspected the same including the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto ;

AND WHEREAS Builders/Promoters are going to provide the amenities as mentioned in Annexure A attached hereto, to the said premises and the purchaser/s herein has/have requested for additional amenities and facilities, than regular amenities to be provided to the flats in the said building and the Builders/Promoters have agreed to provide the same and the list of the same is attached herewith and marked as Annexure B ;

AND WHEREAS the Purchasers has/have 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 aforesaid representations, the Builders/Promoters agreed to sell the Purchaser/s said premises at the price and on the terms and conditions herein after appearing ;

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 and specifications of the said premises agreed to be purchased by the Purchaser/s approved by the concerned authorities are attached to this agreement ;

AND WHEREAS by the end of 31/07/2013 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 SCHEDULE 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 total complex on the said property is 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/s herein) acquiring the respective Flats/Offices/Shops/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/s 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/s only such variation and modification as the Builders/Promoters may consider or as may be required by the municipal authorities to be made in them or them for which the Purchaser/s hereby gives consent.

2. THE Purchaser/s hereby agrees to purchase from the Builders/Promoters the Builders/Promoters hereby agrees to sell to the Purchaser/s the Shop/Unit bearing No. 201 on 2nd Wing A, admeasuring 450.04 sq. ft. (Carpet) (Carpet area includes the area of balconies) plus 47.50 sq. ft. FB AREA plus open terrace of 45 sq. ft. in the building to be known as "SAI LEELA GALAXY" and as shown on the floor plan hereto annexed hereinafter called and referred to as "THE SAID PREMISES" for the price / consideration of Rs. 11,90,837/- (Rupees ELEVEN LAKHS NINETY THOUSAND EIGHT HUNDRED THIRTY SEVEN — x — ONLY)



The Purchaser/s hereby agrees to pay to the Builders/Promoters the aforesaid consideration / price in the following manner viz.:-

- (i) 10 % paid at the time of execution of these presents as earnest money (the payment and receipt whereof the Builders/Promoters doth hereby admit, acquit, acknowledge and discharge the Purchaser absolutely and forever)
- (ii) 10% to be paid on or before completion of plinth.
- (iii) 7.5 % to be paid on or before completion of first slab.

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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 said premises are constructed or to be constructed and the copies of the floor plans and specifications of the said premises agreed to be purchased by the Purchaser/s approved by the concerned authorities are attached to this agreement ;

AND WHEREAS by the end of 31/07/2013 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 SCHEDULE 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 total complex on the said property is 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/s herein) acquiring the respective Flats/Offices/Shops/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/s 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/s 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, any of them for which the Purchaser/s hereby gives consent



2. THE Purchaser/s hereby agrees to purchase from the Builders/Promoters and the Builders/Promoters hereby agrees to sell to the Purchaser/s a Shop/Office/Shop/Unit bearing No. 202 on 2nd floor, in Wing A, admeasuring 450.04 sq. ft. (Carpet) (Carpet area includes the area of balconies) plus 41.25 sq. ft. FB AREA plus open terrace of 75 sq. ft. in the building to be known as "SAI LEELA GALAXY" and as shown on the floor plan hereto annexed hereinafter called and referred to as "THE SAID PREMISES" for the price / consideration of Rs. 12,43,162/-

(Rupees TWELVE LAKHS FORTY THREE THOUSAND ONE HUNDRED SIXTY TWO — x ONLY)

The Purchaser/s hereby agrees to pay to the Builders/Promoters the aforesaid consideration / price in the following manner viz.:-

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- (i) 10 % paid at the time of execution of these presents as earnest money (the payment and receipt whereof the Builders/Promoters doth hereby admit, acquit, acknowledge and discharge the Purchaser absolutely and forever)
- (ii) 10% to be paid on or before completion of plinth.
- (iii) 7.5 % to be paid on or before completion of first slab.

AND WHEREAS the Purchaser/s have agreed to pay the sale price / amount in respect of said premises in accordance with the payment schedule herein maintained and in accordance with the progress of the construction work of the scheme ;

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

AND WHEREAS by executing this agreement the Purchaser/s has/have given 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 charge on any flats/offices/shops/units etc., which is not hereby agreed to be

AND WHEREAS by executing this agreement the Purchaser/s has/have given 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 to the structures in respect of the said flats/shops/offices/Unit, agreed to be given by the Purchaser/s and/or such other alterations or additions in the structure of building as may be necessary and expedient in the opinion of the Architect Engineer ;

AND WHEREAS it is specifically brought to the notice of Purchaser/s Builders/Promoters herein are going to avail, use and exercise of Development Rights as may be permitted by Kalyan Development Corporation on the said property and as per D.C. 100/1974 accordingly Wing A and B will be of 50 ft plus 7 up to 7th floor. Purchaser/s herein has/have granted them his/her/their unequivocal consent to the same.



AND WHEREAS the Purchaser/s has/have accepted the site plan of the said property as shown in the records of rights in respect of the documents referred to hereinabove ;

AND WHEREAS the Purchaser/s has/have 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/s has/have examined and inspected the same including the building and floor plans the nature and quality of construction fittings, fixtures facilities and amenities provided / to be provided thereto ;

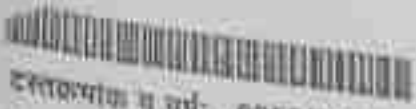
AND WHEREAS Builders/Promoters are going to provide the amenities mentioned in Annexure A attached hereto, to the said premises and the Purchaser/s herein has/have requested for additional amenities and facilities the list of which is attached herewith and marked as Annexure B ;



AND WHEREAS the Purchaser/s has/have seen the site of the building under 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 aforesaid representations, the Builders/Promoters agreed to sell the Purchaser/s said premises at the price and on the terms and conditions herein after appearing ;

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दस्तावेजांक व वर्ष: 6955/2012

Thursday, August 09, 2012
11:33:33 AM

दुय्यम निबंधक: कल्याण २

सूची क्र. दोन INDEX NO. II

गावाचे नाव : तिरगाव

पेज ३३ व ३४
Page 33 of 34

- (1) विलेखाचा प्रकार, भोवदात्याचे स्वरूप कायनामा व बाजारभावा (भाडेघटकाच्या बाबतीत घटकाकार आकारणी देतो) वी घटकाकार व नगूट कराचे) भोवदात्या क्र. 1,190,837.00 बा.गा. क्र. 1,832,900.00
- (2) भू-भाषण, घोटहिस्ता व धरणांभाक (असल्यास)
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असलेले तथ्ये
- (5) दस्तावेज करून देण्या-या पक्षकाराचे व संपूर्ण घत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, घटिकादीचे नाव व संपूर्ण घत्ता
- (6) दस्तावेज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण घत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, घटिकादीचे नाव व संपूर्ण घत्ता
- (7) दिनांक करून दिल्याचा 09/08/2012
- (8) नोटणीचा 09/08/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 6955 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 109976.00
- (11) बाजारभावाप्रमाणे नोटणी रु 18330.00
- (12) शेत

(1) घर्पना विभाग क्र.12-अ 2, पोले तिरगाव पोलीस स.न.53,ठि 4.4,स 4.54,ठि 4.2,कपरीस रॉई शिसा गिलेवती ' विंग-ए, सदनिका नं. 201, दुय्यम मजला, क्षेत्र 450.04 चौ फुट कार्पेट + ओपन टेरेस 45 चौ फुट + एपबी 47.50 चौ.फुट

(1) शे.घोडरी रोडलुधुर्त,पोली-भाडीदर भागिकात रपुयम चौकी AASF3126K --- बा/रॉई नं. --- फाल्दी/रस्ता --- ईमारतीचे नाव --- ईमारत नं. --- पेट/वसाहत --- रस्त/गाव: साईसगुल,खंडकपाडा,ता कल्याण,महाराष्ट्र --- विंग --- वेग.नम्बर: ---

(1) विजय बातोबा रोड --- घटिकादीचे नाव --- दिवाणी/रस्ता --- ईमारतीचे नाव --- ईमारत नं. --- पेट/वसाहत --- रस्त/गाव: 3/3, नु सरवती रोड, विजय नगर, कल्याण पुणे, महाराष्ट्र --- विंग --- वेग नम्बर: AQWEM7339A



(Signature)
सह. दुय्यम निबंधक, कल्याण-२
वर्ग-२

**कल्याण डोंबिवली महानगरपालिका, कल्याण.**

नगररचना विभाग -

भाग बांधकाम पूर्णत्वाचा दाखला

इमारत विंग 'A' व 'B' व 'C' करीता

जा.क.कडोमपा/नरवि/सीसी/क.वि/0CC/506/19

दिनांक:- 19/12/2019

प्रति,

श्री. बेमट्या हेद्रबा गायकवाड व इतर

कु.मु.प.धा. - श्री. शशीकांत रघुनाथ चौधरी व इतर

द्वारा - श्री. जॉन वर्गिस (वास्तु.), कल्याण (प.)

सूक्चरल इंजिनियर - मे. खासनीस अॅण्ड असो., कल्याण (प.)

वास्तुशिल्पकार श्री. जॉन वर्गिस यांचे OCN/269/18, दि.24/01/2018 चे अर्जावरून दाखला देण्यांत येतो की, त्यांनी कल्याण डोंबिवली महानगरपालिका हद्दीत स.नं. ५३, हि.नं.४, स.नं.५४ हि.नं.२,७ मौले-तिसगांव, कल्याण(पूर्व) येथे महानगरपालिका यांचेकडील सुधारित बांधकाम परवानगी क.कडोमपा/नरवि/बां.प/क.वि/२०१२-१३/२८३/४१९, दि.१७/०३/२०१७ अन्वये ६४००.१९ चौ.मी. क्षेत्र मंजूर केलेल्या नकाशे प्रमाणे एकूण ४९९८.८० चौ.मी. क्षेत्राचे "रहिवास व वाणिज्य" बांधकाम पूर्ण केले आहे.

सबब त्यांना सोबतच्या नकाशेमध्ये हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे तसेच खालील अटीवर बांधकामाची वापर परवानगी देण्यांत येत आहे.

इमारत विंग 'A' व 'B' एकत्रित			इमारत विंग 'C'	
मजले	सदनिका	क्षेत्र (चौ.मी.)	सदनिका	क्षेत्र (चौ.मी.)
स्टिल्स(पै), तळ(पै)	१३ दुकाने, १ पिठाची गिरणी	२८१.५३	४ सदनिका	१७०.४३
पहिला मजला	६ सदनिका, १४ ऑफिस	५७६.००	५ सदनिका	१९०.०६
दुसरा मजला	१२ सदनिका	५३५.७९	५ सदनिका	१८८.२३
तिसरा मजला	१२ सदनिका	५३५.७९	५ सदनिका	१९०.०६
चौथा मजला	१२ सदनिका	५३५.७९	५ सदनिका	१८८.२३
पाचवा मजला	१२ सदनिका	५३५.७९	-	-
सहावा मजला	१२ सदनिका	५३५.७९	-	-
सातवा मजला	१२ सदनिका	५३५.७९	-	-
एकूण =	७८ सदनिका, १३ दुकाने, १४ ऑफिस, १ पिठाची गिरणी	४०७९.७९ चौ.मी.	२४ सदनिका	९२७.०९ चौ.मी
विंग 'A', 'B' व 'C' एकूण= १०२ सदनिका, १३ दुकाने, १४ ऑफिस, ०१ पिठाची गिरणी, क्षेत्र ४९९८.८० चौ.मी.				

अटी:-

- भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती इमारतीच्या सामासिक अंतर्गतून क.डों.म.पा.स विनामुल्य हस्तांतरितकराची लागेल.
- मंजूरी व्यतिरीक्त जागेवर बांधकाम केल्याचे आढळल्यास ते पूर्व सूचना न देता तोडून टाकण्यांत येईल
- पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही.

सहाय्यक संचालक, नगररचना (किरिता)
कल्याण डोंबिवली महानगरपालिका, कल्याण

- प्रत:-१) कर निर्धारक व संकलक, क.डों.म.पा., कल्याण
२) प्रभाग क्षेत्र अधिकारी, 'ड' प्रभाग कार्यालय, क.डों.म.पा., कल्याण.

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 ;

AND WHEREAS the proposed building consists of Flats/Offices/Shops/Units ;

AND WHEREAS as recited hereinabove, the Builders/Promoters are entitled to develop the said building on said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the Flats/office/Shops/Units constructed in the building on ownership basis and to enter into agreements with the purchaser/s and to receive the sale price in respect thereof and upon such disposal of the Flats/Offices/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/office/Shops/Units in the complex subject to terms, conditions, facts and circumstances as mentioned in these presents ;

AND WHEREAS the Builders/Promoters expressed their intention to dispose off the Flats/Offices/ Shops/ Units in the proposed building on the said property to be know as as "SAI LEELA GALAXY" ;

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/s has/have made a declaration to the effect firstly that neither he/she, the Purchaser/s nor the members of the family of the Purchaser/s 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/s ;

AND WHEREAS the Builders/Promoters shall accordingly and the Purchaser/s shall purchase acquire the said Flat / Office / Shop / Unit by becoming member / share holder / constituent of the proposed cooperative society and the Purchaser/s shall pay to the Builders/Promoters Rs. 12,43,162 /- (Rupees

TWELVE LAKHS FORTY THREE THOUSAND ONE HUNDRED SIXTY TWO — X — only) as the agreed price / consideration in respect of the said Flat/ Office/Shop/ Unit bearing No.

202 on 2nd floor, in Wing A, admeasuring 450.04 sq. ft. (Carpet) (Carpet area includes the area of balconies) plus 41.25 sq. ft. FB AREA plus open terrace of 75 sq. ft. in the building to be known as "SAI LEELA GALAXY" herinafter for the sake of

brevity called and referred to as the "said premises" allotted to the Purchaser/s and shown and marked accordingly on the floor plan annexed hereto ;



Handwritten signature and date stamp. The date is 20/11/2022. The signature appears to be 'E. E. E. E. 2022'. Below the signature, there are handwritten marks 'E' and '89'.

3
Agglomeration, Thane under section 8(4) of the Urban Land Ceiling and Regulation Act 1976 bearing No. ULC/ULN/6(1)/SR-17-Thane dated 30.12.1986, wherein an area admeasuring 2698.5 sq. meters from Survey No. 54 Hissa No. 2 from said survey was declared as surplus under the provisions of said Act;

AND WHEREAS the said owner, with a view to seek exemption under section 8(4) of the Urban Land (Ceiling and Regulation) Act 1976, submitted the proposal to Dy. Collector and Competent Authority Ulhasnagar Urban Agglomeration, Thane for the said Property alongwith his other properties and accordingly weaker section scheme is sanctioned by Dy. Collector and Competent Authority Ulhasnagar Urban Agglomeration, Thane under order bearing ULC/ULN/Sec.(20)(N)/SR-674 dated 06.11.2007 in respect of said Property;

AND WHEREAS by and under Development Agreement dated 01.10.2010 registered at the Office of Sub-Registrar of Assurances at Kalyan under No. 9325/2010 dated 04.10.2010 made and executed between Shri Bemtaya Hendraya Gaikwad and Others as the party of the first part and Builders/Promoters herein as the party of the other part, the said Shri Bemtaya Hendraya Gaikwad and Others granted the development rights in respect of said property alongwith benefits of sanctioned scheme, plan and permissions in favour of Builders/Promoters and pursuant thereof the said owners have also granted the power of attorney in favour of said Builders/Promoters;

AND WHEREAS Builders/Promoters herein with a view to develop the said property, by constructing multistoried building thereon, submitted necessary plan to that effect with Kalyan Dombivli Municipal Corporation and Kalyan Dombivli Municipal Corporation granted I.D.O. under No. KDMP/ NRV / BP/ 557-20 dated 15.12.2010 in respect of said property;

AND WHEREAS necessary Non-agricultural use permission is granted by Dy. Collector, Thane in respect of said property under permission bearing No. Mahasul/Kaksha-1/T-7 NAP/ SR - 199/ 2010 dated 18.02.2011;

AND WHEREAS on obtaining Non-agricultural use permission Kalyan Dombivli Municipal Corporation granted building commencement certificate bearing No. KDMP/ NRV/BP/27-13 dated 25.04.2011;

AND WHEREAS the plans, floor plans, drawings and specifications etc. in respect of the proposed building have been prepared by Architect Varghese J. of De-con Consultants;

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

AND WHEREAS it is brought to the notice of Purchaser/s herein that an area admeasuring 1120.38 sq. meters is under road set-back area and area admeasuring 560.73 sq. meters is under reservation of Sport Complex.

AND WHEREAS it is further brought to the notice of Purchaser/s herein that Builders/Promoters herein may acquire adjacent property to said property and same may be amalgamated with said property and if such property will be amalgamated then buildings constructed thereon will form the part of project complex and for the said amalgamation Purchaser/s herein has/have given his/her/their consent for the same.

