



Thursday, July 04, 2002

11:07:18 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2256

गावाचे नाव खारी

दिनांक 04/07/2002


दस्तऐवजाचा अनुक्रमांक टनन4 - 03068 - 2002

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव चेतन सुंदर शेटी

नोंदणी फी	:-	6700.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (24)	:-	480.00
एकूण		7180.00

आपणास हा दस्त अंदाजे 11:22AM ह्या वेळेस मिळेल


दुय्यम निबंधक
मुद्रांक निबंधक आणि रु. ४

मुद्रांक शुल्क :- 18950

(2) (T 054)

30th
11/10/22

Re doc - 11.10 M

For doc - 11.16 M

AGREEMENT FOR SALE -CUM- TRANSFER

Of

SHOP NO. 8 On the SECOND FLOOR

IN

CHANDAN BALA
CO-OP. HSG. SOC. LTD.

At

Behind Salasar Nagar, Navghar Road,
Bhayandar [East]
Taluka & Dist. Thane - 401 105.

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मई.
Gen 113 me.

मूळ प्रत [अहस्तांतरणीय]
ORIGINAL COPY [NON TRANSFERABLE]

DELIVERED

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... दिनांक/Date.....

Received from..... यांच्याकडून/

रु./Rs..... रुपये/Rupess..... याकरिता मिळाले.

on account of.....

रोखपाल वा लेखापाल
Cashier or Accountant

(सही/Signature)
(पदनाम/Designation)

COLLECTOR OF STAMPS THANE



टनन-४
दस्त क्रमांक 30६८/२००२
११२४

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



सत्यमेव जयते
INDIA

Rs. ≈ 0019000

281986

SPECIAL

MAHARASHTRA

L ADHESIVE

27.2002

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RASHTRA

1102996910

₹ Nineteen thousand only

[Signature]
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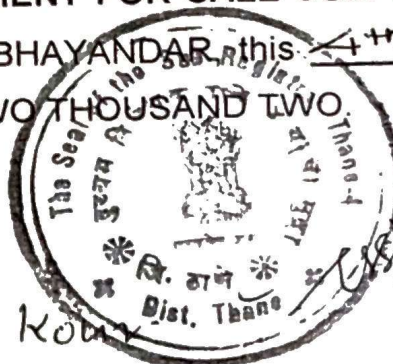
[Signature]
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PROPER OFFICER
COLLECTOR OF STAMPS
THANE

AGREEMENT FOR SALE-CUM-TRANSFER
OF FLAT PREMISES ON OWNERSHIP BASIS

THIS AGREEMENT FOR SALE-CUM-TRANSFER is made
and entered into at BHAYANDAR, this 4th day of JULY, in
the Christian year TWO THOUSAND TWO

A. S. Saini
* Paramjit Kour



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2128

B E T W E E N

SHRI ASA SINGH SAINI S/O. NARANJAN SINGH &
MRS. PARAMJIT KAUR, Adults,

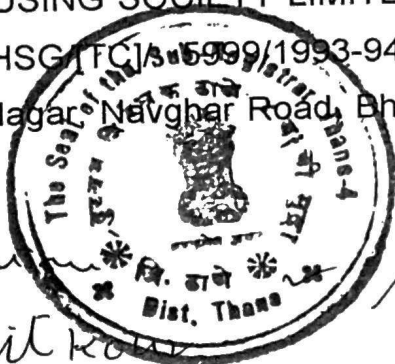
Indian Inhabitant, residing at Flat No. 8, Second Floor, Chandan Bala Co-op.Hsg.Soc.Ltd., Behind Salasar Nagar, Navghar Road, Bhayandar [East] Dist. Thane - 401 105 hereinafter referred to as "THE TRANSFERORS" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include their respective legal heirs, legal representatives, executors, administrators, successor-in-interest, till the last survivor and permitted assigns) of the ONE PART.

A N D

SHRI CHETAN SUNDAR SHETTY, Adult,

Indian Inhabitant, residing at Flat No. C/210, Second Floor, Rajeshwari Apt. 'C', B.P. Cross Road No. 4 [N], Bhayandar [E] Dist. Thane - 401 105 hereinafter referred to as "THE TRANSFEREE" (which expression shall, unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include his respective legal heirs, legal representatives, executors, administrators, successor-in-interest, till the last survivor and permitted assigns) of the SECOND PART.

WHEREAS, the Transferors are the absolute and in exclusive owners fully seized and possessed and well sufficiently entitled to Ownership self contained Residential FLAT PREMISES BEARING NO. 8 on the Second Floor, having a Super Built-up Area of 785 Sq.Ft., i.e. Built-up Area of 668 Sq.Ft., i.e. 62.08 Sq.Mtrs., in the Society known as " CHANDAN BALA CO-OPERATIVE HOUSING SOCIETY LIMITED ", having Registration No. TNA[TNA]/HSG/FC/A/5999/1993-94 Dtd. 26-7-1993, at Behind Salasar Nagar, Navghar Road, Bhayandar [East] Taluka &



x A.S. Saini
Paramjit Kaur

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Dist. Thane - 401 105 and holding five fully paid up Shares of Rs. 50/- [Rupees Fifty Only] each totaling Rs. 250/- and Share Certificate No. 8, bearing distinctive Nos. 036 to 040 [both inclusive] and subject to the provisions in the Bye-laws of the society. (more particularly described in the Schedule hereunder written). The said FLAT PREMISES herein after for the sake of brevity is referred to as " the said PREMISES ".

AND WHEREAS, by and under an AGREEMENT FOR SALE, Dated 26th day of DECEMBER, 1992, entered into BETWEEN M/S. SANGHAVI CONSTRUCTION COMPANY, a Partnership Firm, hereinafter referred to as " the BUILDERS " of the ONE PART and SHRI ASASINGH NARANJANSINGH SAINI & MRS. PARMAJIT ASASINGH SAINI The Transferors herein and the Purchasers therein of the OTHER PART acquired the said Premises on OWNERSHIP BASIS on payment of Full & Final Sale Consideration therefore mentioned therein and took possession thereof. The Original Agreement Dated the 26th day of DECEMBER, 1992 mentioned above is lodged with the Office of Sub-Registrar of Assurances, Thane - 4, vide Document No. 2355/2002, Dated 17/5/2002 and the Transferors herein are in possession of the Original Registration Receipt only issued by the said office alongwith Original above said Agreement for Sale, Dated 26th day of DECEMBER, 1992.

AND WHEREAS, the Transferors are the registered bonafide member of the CHANDAN BALA CO-OP. HSG. SOC. LTD., under the provisions of the Maharashtra Co-operative Societies Act, 1960 vide Registration No. TNA/[TNA]/HSG [TC]/5999/1993-94 Dtd. 26-7-1993 to as 'the said SOCIETY' the Transferors is holding five fully paid up Shares of Rs. 50/- each bearing Distinctive Nos. from 036 to 040 [both numbers inclusive] under Share Certificate No. 8.



* A. S. Saini
Paramjit Kaur -

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AND WHEREAS, the Transferors are at present in use, occupation and possession of the said Premises as full owner thereof and as member of the said Society.

AND WHEREAS, the Transferors herein have assured, confirm that, the title of the said premises herein is clear, marketable and free from all types of encumbrances and they have absolute right, title and interest of selling the above said premises to whomsoever they want without raising any type of consent/ hindrance/encumbrances from anybody.

AND WHEREAS, the Transferors have agreed to sell, transfer, occupancy rights and the said Premises alongwith five shares and Share Certificate and all the amounts standing to the credit of the Transferors in the books of accounts of the said society and any other documents in respect of the said Premises and agreed to handover vacant possession of the said Premises to the Transferee for the total Sale consideration of Rs. 6,70,000/- [Rupees SIX LAKHS SEVENTY THOUSAND ONLY] has also agreed to transfer the membership in the aforesaid society and five shares of the total value of Rs. 250/- bearing Share Certificate No. 036 to 040 [both inclusive] and members Register No. 8 and also request the society to issue share certificate in respect of the these five shares of the said society to the Transferee alongwith each and every deposits if any standing in the name of the Transferors in the said Society.

AND WHEREAS, the Transferors herein have agreed to assign, transfer all their right, title, interest, shares and the Transferee has agreed to accept the same with claim, demands, benefits & privileges in respect of the said Premises and the Transferee herein has agreed to acquire the said premises for a total Sale consideration of Rs. 6,70,000/- [Rupees SIX LAKHS



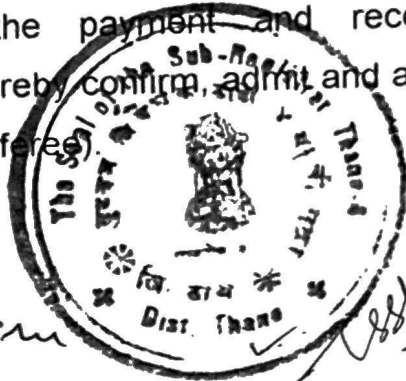
A. S. Saini
* Paramjit Kaur

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SEVENTY THOUSAND ONLY], on terms, conditions and obligations hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH as follows :-

1. The Transferors are absolute and exclusive owners of the Flat Premises Bearing No. 8 on the Second Floor, having a Super Built-up Area of 785 Sq.Ft., i.e. Built-up Area of 668 Sq.Ft., i.e. 62.08 Sq.Mtrs., in the Society known as "CHANDAN BALA CO-OPERATIVE HOUSING SOCIETY LIMITED", having Registration No. TNA/[TNA]/HSG/[TC]/5999/1993-94 Dtd. 26-7-1993 at Behind Salasar Nagar, Navghar Road, Bhayandar [East] Taluka & Dist. Thane - 401 105. (more particularly described in the Schedule hereunder written).
2. The Transferee herein has agreed to acquire from the Transferors, and the Transferors have agreed to sale/transfer the above said premises as mutually agreed and at a Lump-sum Sale Consideration of Rs. 6,70,000/- [Rupees SIX LAKHS SEVENTY THOUSAND ONLY] and being FULL & FINAL settlement for their claim for the said Premises on OWNERSHIP BASIS, to be paid by the Transferee to the Transferors at the time and in the manner hereinafter mentioned.
3. a) The Transferee has paid the sum of Rs.70,000/- [Rupees SEVENTY THOUSAND ONLY] to the Transferors as and by way of PART-PAYMENT of the Agreed Sale Consideration of the said Premises herein above mentioned. (the payment and receipt whereof the Transferors hereby confirm, admit and acknowledge of and from the Transferee).



* A. S. Saini
Paramjit Kour

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b) It has been mutually agreed upon by an between the parties hereto that the Transferee shall pay to the Transferors the Balance agreed Sale Consideration amount of Rs. 6,00,000/- at the time of the possession of the said Premises by way of Loan from any Bank or Financial Institution.

c) It has been expressly agreed by the parties herein, The Transferee has informed the Transferors that, the Transferee has applied for loan in order to purchase the said Premises from the Transferors. It is clearly understood and agreed by both Transferors and Transferee that, if by any reason whatsoever the Transferee fails to get loan from Cosmos Co-op. Bank or other financial institution or fails to arrange loan amount from any other sources, if loan is not sanctioned and the Transferee will not be able to Purchase the said premises and in such situation the Transferee shall inform the Transferors about their inability to purchase the said Premises and the Transferors shall refund the entire amount to Transferee which the Transferee has paid to Transferors towards the said Purchase consideration and/or by way of deposit etc. and this agreement will be treated as cancelled or if loan is not sanctioned then in that case the Transferee can arrange from his own source and pocket and can pay the balance consideration amount.

e) On payment of the said total consideration, the Transferors shall handover the quiet, vacant and peaceful physical possession of the said premises to Transferee.



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4. The Transferors hereby assure, state, declare & covenant :-

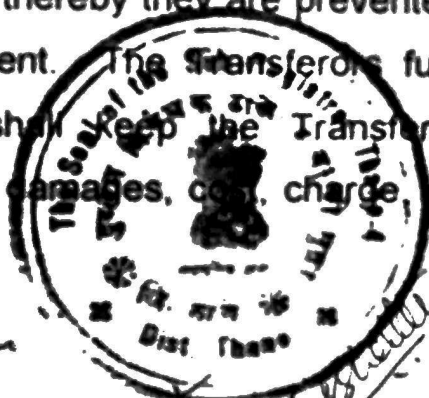
a) that, the Transferors herein confirm that, the above given said Agreement executed between the above given Parties, Share Certificate & other related documents are legally valid, existing, subsisting and are not cancelled, terminated, revoked and the Transferors herein are in quiet and peaceful physical possession of the said premises.

b) that, the said premises is free from all types of encumbrances, liabilities, claims and demands of any nature whatsoever, including lispendens.

c) that, they have not mortgaged, transferred, assigned or in any other way encumbered or alienated their right, title and interest and confirms that, the title of the said premises herein is clear, marketable and free from all types of encumbrances and liabilities on or before the date of execution of this Agreement for Sale-cum-Transfer.

d) that, no suit is pending in respect of the said premises nor therein an attachment proceedings going on, nor the said premises is subject to any legal charges, attachment, lien, claim in favour of any individual or in favour of Govt. Central or State, Local Body or Public Authority and no taxes, dues, rates and levies are pending.

e) that, the Transferors have full rights and absolute authority to sale/transfer and enter into this Agreement and that, they have not done or performed any acts, deeds, matters or things thereby they are prevented from entering into this Agreement. The Transferors further agrees to indemnify and shall keep the Transferee indemnified against any loss, damages, cost, charge, expenses which



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* Paramjit Kaur -

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the Transferee may suffer or incur due to the same or due to any objection, adverse claim or demand or due to any arrears or taxes, charges, etc. payable in respect of the said Premises. The Transferors shall also keep the Transferee indemnified from any objection, claim or demand made by their legal heirs or any person/s claiming under them.

5. The Transferors doth hereby covenant with the Transferee that, the said Premises agreed to be sold in free from all encumbrances of any nature whatsoever and the Transferors have full and absolute power to transfer and deliver the possession of the said Premises to the Transferee.
6. The Transferors shall pay and discharge the rates, Municipal Taxes, society maintenance, water and electricity charges, if any for the period upto date of handing over the possession by the Transferors to the Transferee. Thereafter, the Transferee shall be liable to pay regularly and by the due date the due payable including the periodical rates, Municipal Taxes, society maintenance, water and electricity charges and all other outgoings, if any in force from time to time in respect of the said Premises and shall not withhold the same for any reason whatsoever.
7. Subject to realisation of Full & Final of agreed sale consideration, the Transferors hereby assign, transfer their shares, right, title, interest, benefits & privileges in the said premises to the Transferee who is entitled to hold, possess, occupy and enjoy the said premises without any interruption from Transferors.

A.S. Sarni
* Paramjit Kaur



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8. The Transferors hereby covenant with the Transferee, that the Transferors shall from time to time and at all times hereafter at the request and cost of the Transferee do and execute or caused to be done or executed all acts, deeds, matters, things and assurance and rights whatsoever for the better and further more perfectly and absolutely getting the said premises and every part thereof vested in the Transferee.
9. That, the Transferee doth hereby covenant with the Transferors, that, he will abide by the Rules and Regulations. Bye-laws of the said Society on admission as a member and that he agrees and undertakes to pay and discharge all calls, demands, contributions, taxes, duties etc. which the said society may hereafter make in respect of the said Premises after possession of the said Premises is taken over by the Transferee from the Transferors.
10. The Transferors hereby agree and undertake to sign and execute all the papers forms applications of the society of which they are member for the purpose of transferring and assigning the said five shares and share certificate and the possession of the said Premises and also documents and declaration in order to effectually transfer and assign their rights, title and interest and ownership of the said five shares and share certificate and possession of the said Premises in favour of Transferee as required by them.
11. The Transferors hereby agrees to undertake that immediately on receiving entire consideration they will make necessary application to the competent authority, in order to obtain No Objection Certificate and/or assent and/or consent in writing of the Competent authority i.e. the society for the transfer of the membership of the five

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* Paramjit Kaur

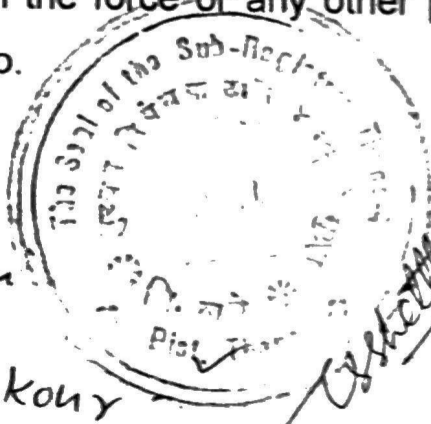


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shares of the Transferors to the name of the Transferee and handing over the possession of the said Premises to the Transferee. The Transferors hereby also agrees and undertakes that they will obtain the aforesaid No Objection Certificate and/or assent and/or consent in writing of the said authority prior to the completion of the said and/or transfer of the five shares and share certificate and possession of the said Premises.

12. The Transferors hereby agree and undertake to deliver and handover to the Transferee Original copies of all the documents like their Agreements, including all papers, correspondence, Vouchers, Bills, Receipts, etc. standing in their name of the said Premises.
13. The Transferee shall bear and pay the charges towards, the Stamp Duty and Registration fees as per Stamp Acts may be in force and thereafter lodge, admit this Agreement for Registration with the concerned Sub-Registrar of Assurances and the Transferors has agreed to attend and admit execution thereof.
14. The Society transfer charges to be charged by society shall be paid by Transferors & Transferee equal share.
15. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 or any modifications, orders and notifications issued by the competent authority under the ownership flat act and for the time being in the force or any other provisions of law applicable thereto.

A.S. Sevina
* Paramjit Kour



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16. The Transferors and Transferee do hereby further confirm, covenant and declare that they have entered into this Agreement after going through the terms, conditions and contents and with full knowledge and have fully understood the same in letter and spirit.

THE SCHEDULE REFERRED TO ABOVE

ALL THAT FLAT PREMISES BEARING NO. 8 on the Second Floor, having a Super Built-up Area of 785 Sq.Ft., i.e. Built-up Area of 668 Sq.Ft., i.e. 62.08 Sq.Mtrs., in the Society known as " CHANDAN BALA OPERATIVE HOUSING SOCIETY LIMITED ", having Registration No. TNA/[TNA]/HSG/[TC]/5999/1993-94 Dtd. 26-7-1993, at Behind Salasar Nagar, Navghar Road, Bhayandar [East] Taluka & Dist. Thane - 401 105 construction on the plot of land bearing Old Survey No. 101, New Survey No. 60, Hissa No. 1 A in the Revenue Village of Khari, Bhayandar [East] Taluka & Dist. Thane, within the Registration District and Sub-District of Thane and within the Jurisdiction of MIRA BHAYANDAR MUNICIPAL CORPORATION.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hand and seal to these presents the day and year first hereinabove written.

SIGNED, SEALED & DELIVERED by the
withinnamed " TRANSFERORS "]

SHRI ASA SINGH SAINI S/O.]
NARANJAN SINGH &] x

MRS. PARAMJIT KAUR]

A. S. Saini
Paramjit Kaur

in the presence of]

1. Avil M Balapure Avil M Balapure

2. Ramesh Karkara. Ramesh Karkara



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SIGNED, SEALED & DELIVERED by the
withinnamed " TRANSFEREE "

SHRI CHETAN SUNDAR SHETTY

in the presence of

1. Anil M Balapure *ABalapur*

2. Ramish Karkera *Ramish*

Cshetty

RECEIPT - I

RECEIVED of and from the Transferee SHRI CHETAN SUNDAR SHETTY for Sale/Transfer of FLAT premises bearing No. 8 on the Second Floor, in CHANDAN BALA Co-op. Hsg. Soc. Ltd. At Behind Salasar Nagar, Navghar Road, Bhayandar [East] Taluka & Dist. Thane - 401 105, a sum of Rs. 70,000/- [Rupees SEVENTY THOUSAND ONLY] By Cheque No. 294421, Dated 1/7/2002, drawn on The Cosmos Co-op. Bank Ltd., Dadar, Mumbai as a PART-PAYMENT on the above given Terms & Conditions OUT OF TOTAL Sale Consideration of Rs.6,70,000/- [Rupees SIX LAKHS SEVENTY THOUSAND ONLY].

Subject to realization of cheque payment.

DATED THE 4th DAY OF JULY, 2002

WITNESSES:

WE SAY RECEIVED

1. *ABalapur*
Anil M Balapure x



SHRI ASA SINGH SAINI S/O.
NARANJAN SINGH &
MRS. PARAMJIT KAUR
[TRANSFERORS]

2. *Ramish*
Ramish Karkera



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Chandan Bala Co-op. Housing Society Ltd.

Regd. No. TNA (TNA) HSG (TC) 5999 of 1993 - 94

Affiliated to the Thane District
Co-operative Housing Federation.

Navghar Station Road,
(South) No. 5,
Behind Salasar Nagar,
Bhayander (E), 401 105.

Ref. No.

Date ...03.../...07.../...2002

We, on behalf of Chandanbala Co. Op. Hsg. Soc:Ltd. hereby certify that: -

1. Flat No. 8 in Chandanbala Co. Op. Hsg. Soc. Ltd. Situated at Navghar Cross Road No. 5, Bhayandar (East), Dist. Thane bearing Survey No. 60 is owned by Mr. Asa Singh Saini and Mrs. Paramjit Kour.
2. That title to the said land & building thereon is clear, Marketable and free from all encumbrances and doubts, *as per our record*
3. We confirm that we have no objection whatsoever to Mr. Asa Singh Saini and Mrs. Paramjit Kour selling the said flat No. 8 in Chandanbala Co. Op. Hsg. Soc. Ltd. To Mr. Chetan S. Shetty and the letter mortgaging the flat to The Cosmos Bank Ltd, *As* security for the amount advanced by the bank.
4. We have *not* borrowed from any Financial Institution for purchase of land or construction of building and have not created and will not create any encumbrances on the flat allotted to him / her.
5. We are agreeable to accept The Cosmos Bank Ltd, *As* a nominee for the said flat allotted to Mr. Chetan S. Shetty and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank upon submitting the necessary transfer forms by the transferor / transferee.

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For Chandanbala Co. Op. Hsg. Soc Ltd

R. Anand
Secretary



N/A

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No.NAP/Village/Khari/SR/2,
Office of the Adl. Tahasildar,
(N.A.).Thane
Dt. 10/2/1992.

READ:

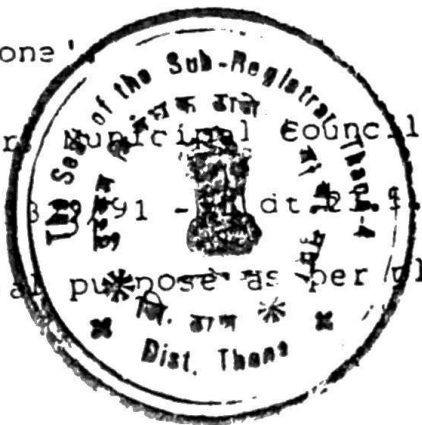
- 1) Application dt.13.12.91 of Shri Harshad G.Sanghvi, M/s. Sanghvi Construction, & Power of Attorney holder of Smt. Bhantabai Parshuram Patil and others.
- 2) Building permission & Plan approved by Mira Bhainder Municipal Council No.1323/ मं.- 91-92 Dt. 23.5.91.
- 3) The Dy.Collector and Competant Authority, Thane Urban Agglomeration Thana's Order No.ULC/TA/Bhainder/SR 1129 + 126+ 895 Dt.15.1.1990.
- 4) Undertaking given by Original Land Lord Smt.Shantabai Parshuram Patil, regarding Claim of the Estate Investment Co.Ltd.
- 5) Interim Order issued by this Office under No. NAA/Village/Khari/SR/ 28 Dt. 14.10.91.
- 6) Maintenance Surveyor's report No.4/92 of 2/1/92.
- 7) Statement Dt.6.1.92 of Shri Harshad G.Sanghvi, P.M.H. of Smt.Shantabai Parshuram Patil and others.

O R D E R:

The Land comprised in S.No.60/1-A (Old S.No.101/1A) of Village Khari(Bhaindar), Tal. & Dist.Thane, area admeasuring 710 Sq.Mtrs. stands in the names of 1) Smt. Shantibai Parshuram Patil, 2) Smt. Jankibai Ganparam Patil, 3) Smt. Rajani P.Patil, 4) Smt. Gita P.Patil, 5) Smt. Madhumati P.Patil, 6) ~~Shri Mohan Parshuram Patil~~, in the record of Rights.

It is seen from the order of Dy.Collector and Competent Authority, Thane, Urban Agglomeration, Thana vide his No.ULC/TA/Bhainder/SR-1129 + 126+ 895 dt. 15.1.1990, that the Land bearing S.No.Old 101/a-A New 60/1-A of Village Khari (Bhainder) is retained with Smt.Shantibai Parshuram Patil and 5 others. As per above order, it is clear that the declarants are not a surplus land holders. From the above order, it is also seen that the land in question falls in the 'Residential Zone'

The Administrator of Mira-Bhainder Municipal Council has granted building permission under No. 8191 - 1 dt. 23.5.91 to construct the building for residential purpose as per plan approve under the said permission.



The Maintenance Surveyors has submitted his report under No.4/92 Dt. 2.1.92, wherein he has stated that Shri Harshad G. Sanghvi, and one other, P.A.H. of Smt. Shantibai Parshuram Patil, and others 5, has started the non-agricultural use for residential purpose in S.No.Old 101/1A, New 60/1A of Village Khari (Bhainder) Tal. & Dist. Thane since 1990-91. He has also submitted that the construction work of the Building is completed upto Ground + 1st Floor as per permission given by Bira-Bhainder Municipal Council and as per approved plan. Further he has submitted that no high power tension line, passes through the Land under structure. As per his report the details of the constructions are as under:

1) Total area of the plot	--	710 Sq.Mtrs.
2) Construction	..	214 Sq.Mtrs.
3) Open plot.	..	496 "

Shri Harshad G.Sanghvi and one other has started the construction from 1990-91 in the Land of S.No.Old 101/1-A, New 60/1-A. But he has not obtained necessary non-agricultural permission U/s.44 of the M.L.R. Code 1966, from Revenue authority, and hence the action under Sec.45 of the M.L.R.C. 1966 the action has already been taken by this office, and imposed fine and N.A. Asstt. amounting to Rs.1966/- as per Order No.NAA/Village/Khari/SR-28 Dt.14/10/91 which is recovered on 11.11.91 vide Receipt No. 379014 dt.11.11.91.

Shri Harshad G. Sanghvi P.A. H. of Smt.Shantabai Parshuram Patil, has applied this office vide application dt. 13.12.91 and requested to regularise the non-agricultural use for residential purpose in S.No. Old 101-1A and New 60-1A of Village Khari, Tal. and Dist.Thane, admeasuring 710 Sq.mtrs. stands in the neams of Smt.Shantabai P. Patil and others in the record of Rights. A statement of Shri Harshad G. Sanghvi, P.A.H. is recorded on 6.1.92 in which he has stated that Smt.Shantabai P. Patil and others has been appointed himself and his brother her constituted Power of Attorney. Accordingly he

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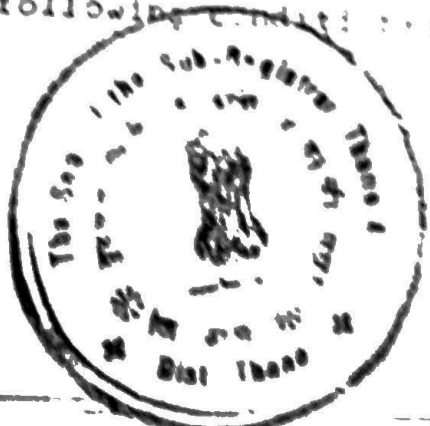


the amount of N.A.Asstt fine and conversion tax, ~~Further he has~~ Further he has admitted to follow all the conditions laid down in permission given by the Mira -Bhainder Municipal Council Dt. 23.5.91, and the conditions mentioned in the order is being issued from this office.

The land comprised in S.No.Old 101/1-A, New 60/1A, of Village Khari Tal. and Dist.Thane, admeasuring 710 Sq.Mtrs. is being used for residential purpose without obtaining prior permission of the Competent Revenue authority as required U/s.44 of the M.L.R.C. 1966, and rules thereunder and therefore the occupants/holder, of the above land has become liable to the penalties mentioned in the Sec.45 of the M.L.R.C. 1966 and rules thereunder.

In this case, I have gone through the record i.e. case papers and documents produced by Shri. Harshad G.Sanghvi and the provisions of Sec.45, 47(b) and 114 of the M.L.R.C. 1966 and rules thereunder, I have come to the conclusion, that is a fit case for regularisation, of non-agricultural use for residential purpose in respect of the land admeasuring 710 Sq.Mtrs. in S.No. Old 101/1-A and New 60-1-A of Village Khari, (Bhainder), Tal. & Dist. Thane as per building plan approved by the Municipal Council ~~of Mira Bhainder~~ of Mira Bhainder under permission No.1323/91-92 dt. 23.5.91.

In exercise of the powers delegated to him U/s.45,47(b), and 114 of the Maharashtra Land Revenue Code, 1966, and rules thereunder, under Collector Than 's notification No.REV/DESK-II/N.A.A./XII 125 Dt. 27.6.78 and Marathi Circular No. ~~म.स.स. 1/म.स. - 1/7-5/~~ एम.स.स. 1/म.स. - 3/7/81 the Addl. Tahasildar (N.A.) Thane is hereby pleased to regularise the N.A. use for residential purpose in respect of Land admeasuring 710 Sq.mtrs. comprised in S.No. Old 101-1-A, New 60/1.A of Village Khari (Bhainder) Tal. & Dist. Thane subject to the following conditions:



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- 1) The regularisation shall be subject to the provisions of the M.L.R.Code 1966 and rules thereunder.
- 2) That the applicant shall use the land together with the building and/or structure thereon only for the purpose i.e. for residential purpose for which the land submitted to be used by the Mira Bhainder Municipal Council and shall not be used any part of land or building thereon without obtaining prior written permission to that effect from the Competent Revenue Authority.
- 3) That the applicant shall commence the development of land strictly in accordance with the sanctioned plan within the period of one year from the date of order by constructing road & drainage lines etc. to the satisfaction of the revenue authority and the Mira-Bhainder Municipal Council authorities.

4) That this permission is to build the building strictly as per the building plan approved by Mira -Bhainder Municipal Council and the plinth area of the building should not exceed the area and remaining area of the plot shall be kept vacant and open to sky as mentioned in the building approved by Mira-Bhainder Municipal Council under permit No.1323/91-92 dt. 23.5.1991.

5. That the applicant shall maintain the open marginal distance as shown in the plan approved by the Mira Bhainder Municipal Council and sufficient trees should be planted.

6. That the applicant shall be bound to construct or convert the building as per plan approved by the Mira-Bhainder Municipal Council.

7) That the applicant shall pay -

(a) N.A. Assessment in respect of - land

admeas... Sq.Mtr. at rate of Rs. - per 100
 Sq.Mtr. and - which comes



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- (b) Conversion tax Rs. 419.60.
- (c) Fine forty times of N.A.A.

Total of Rs.419.60 i.e. Rs. 420/- only.
(Rupees Four Hundred twenty only). The N.A. Asstt. for one year 1990-91 to 91-92 and fine have already been recovered by the applicant vide this office order No.NAA/Village/Khari/SR-28 dt.14.10.91.

8) That the applicant shall not sub-divide the plot or sub-plot if any approved in this order without getting the sub-division previously approved from the authority granting this permission.

9) That the N.A. Assessment shall be guaranteed for the period ending 31.7.91, after which it shall be liable to revision at the revised rates.

10) That the applicant shall pay measurement fee within one month from the date of this order.

11) That the area and the n.a. assessment mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

12) That the applicant shall not make any additions, alterations, to the buildings, already constructed as per the sanctioned plans without the previous permission and without getting the plans thereof approved by the Mirabhainder Municipal Council.

13) That the applicant shall be bound to execute a sanad, in the form provided in the Schedule V in respect of appended to the M.L.R.C. 1966, embodying therein all the conditions of this order, in a period of one month from the date of this order.



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16) The grant of this permission is subject to the provisions of any other laws for the time being in force, and that may be applicable to the relevant and other facts, of the case e.g. the Bombay Tenancy & A.L. Act, 1948, the Maharashtra Village Panchayat Act, the Maharashtra Municipalities Act, etc.

17) This permission is granted strictly according to the terms and conditions of the order issued by Mira-Bhainder Municipal Council; All conditions of this order and order issued by Planning Authority are binding on the applicant.


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18) That since in future, the Estate ~~xxxx~~ Investment Co. Pvt.Ltd. will arise any claim on the said land, the Landlords will be wholly responsible to settle all the claims of the said company.




ADDL. TAHASILDAR (N.A.) THANE ~~NO. 1~~

- ✓
- 1) Copy to Shri Harshad G. Sanghvi and one other P.A.H. of Smt. Shantibai Parshuram Patil and 5 others with approved plan.
 - 2) Copy to the Tahasildar, Thane for necessary action.
 - 3) Copy fwd. to the D.I.L.R. Thane for further necessary action with approved plan.
 - 4) Copy to the Talathi Saza Navghar, for taking notes in the V.F. No. II.
 - 5) Copy submitted to the Collector Thane for favour of information, (with approved plan).




ADDL. TAHASILDAR (N.A.) THANE ~~NO. 1~~



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हेक्टर भार प्रति

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दस्ता क्रमांक ३०६६ / २००२
२२/२४

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9:12 am
3068/2002

संक्रमांक : Agreement

पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

श्री. पक्षकाराचे नाव

Executant

श्री. वसुध शेट्टी

सही

V. Shetty

श्री. 210 राजेश्वरी भायंदर पु.



श्री. आशा सिंग सैनी

Executor

212 राजला चंदन बाला को. ऑ. ही. सो. सा.

सही

A. S. Sawar

भायंदर पु.



समील कोर

Executor

17 राजला चंदन बाला को. ऑ. ही. सो. सा.

सही

Sambharfil

भायंदर पु.



दस्तावेज क्रमांक	3068/112
दिनांक	25/28





दस्त गोषवारा भाग - 2

क्र. [टनन4-3068-2002] चा गोषवारा
दर मुल्य : 614592 मोबदला : 670000 भरलेले मुद्रांक शुल्क : 19000

हजर केल्याचा दिनांक : 04/07/2002 11:04 AM
दादनाचा दिनांक : 04/07/2002

स्ताचा प्रकार : 25) करारनामा
दका क्र. 1 ची वेळ : (सादरीकरण) 04/07/2002 11:04 AM
दका क्र. 2 ची वेळ : (फी) 04/07/2002 11:07 AM
दका क्र. 3 ची वेळ : (कबुली) 04/07/2002 11:08 AM
दका क्र. 4 ची वेळ : (ओळख) 04/07/2002 11:09 AM

त नोंद केल्याचा दिनांक : 04/07/2002 11:09 AM

पायती क्र.: 2256 दिनांक: 04/07/2002
पायतीचे वर्णन
नाव: चेतन सुंदर शेठी
6700 : नोंदणी फी
480 : नकल (अ. 11(1)), पृष्ठांकनाची नकल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

7180: एकूण

गोप्य करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

दु. निबंधकाची सही, ठाणे 4

ख :

नीत इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व

ते ओळख पटवितात.

राजत , भायंदर पू.

द जोशी , भायंदर प.

[Handwritten signature]

पुस्तक क्र. 3065
क्रमांकावर नोंदळा

काची सही

दुय्यम निबंधक ठाणे क्रं. ४

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टनन ४
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