Wednesday, December 22, 2010

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पावती क्र.: 10421

22/12/2010

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दिनांक

2010

दस्तऐवजाचा अनुक्रमांक

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नावः रेनी गुर

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नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (70)

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दुय्यम निवधक

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बाजार मुल्यः 2227500 रु. मोबदलाः ४९०००० हुन्यो हकः

भरलेले मुद्रांक शुल्कः 276600 रु.

देयकाचा प्रकार :डीडी/घनाकर्पाद्वारे;

येंकेचे नाव व पत्ताः भारतीय स्टैट वैंक- भुंबई;

डीडी/घनाकर्ष क्रमांक: 325881; रयकम: 30000 रू.; दिनांक: 18/12/2010

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Ward No. Branch: BHYANDER Pay to: Acct. Stamp Duty service Charges ranking Value

#### AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made Bhayandar, on this 22nd day of DELEMBER 2010 RAVIRAJ HOUSING (PRINCÈ CITY), being a Joint SHRI RAVINDRA SHANKAR SAWANT and 1) 2) MRS., ROHINI RAVINDRA SAWANT, having its office at Apartment, Bapu Bhagve Marg, Dahisar (W), Mumbai 400 and referred hereinafter called to the as PROMOTERS" (which expression shall unless it be repugnant, to context or meaning thereof shall deem to mean and include the Joint Venture business, its Venturers and Co-Venturers and the respective heirs, executors, administrators and assigns) of the FII PART AND SHRI/SMT./M/s. <u>Mっよ・</u>

Minine Mr. having address at hereinafter referred to as "THE THREHASER كلوي

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shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors and assigns) of the SECOND PART.

WHEREAS originally one Mr. Anthone Elis Farrel was the owner of land bearing Old Survey No.452(Part), New Survey No.152(Part), admeasuring 6147 sq. yards, i. e. equivalent to 5140 sq. meters, situate, lying and being at Village Navghar, Bhayandar (East), Taluka and District Thane and in the Registration District and Sub-District of Thane and more particularly described in the First Schedule hereunder written, (hereinafter referred to as "the SAID PROPERTY").

AND WHEREAS by an Agreement, dated 29th November, 1994, the said Mr. Anthon Elise Farrel and Mrs. Martinbai alias Matilda Philips Fonseca agreed to sell the said property to M/s. Sharjil Builders at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 29th November, 1994, the said Mr. Anthon Elise Farrel and Mrs. Martinbai alias Matilda Philips Fonseca had also executed a Power of Attorney in favour of partners of M/s. Sharjil Builders, conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

AND WHEREAS by an Agreement, dated 23rd February 1995, the said M/s. Sharjii Builders, in its turn agreed to sell the said property to M/s. R. M. S. Housing Developers P. Ltd., at the price and on the terms and conditions therein contained

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AND WHEREAS in pursuance to the said Agreement, dated 23rd February 1995, the said M/s. Sharjil Builders had also executed a Power of Attorney in favour of the Directors of M/s. R. M. S. Housing Developers P. Ltd., conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

AND WHEREAS by an Agreement, dated 27th February 2003, M/s. R. M. S. Housing Developers P. Ltd. had agreed to grant development rights of the said property to Shri Rajendra Rajan, Proprietor of M/s. Marwin Construction Company at the price and on the terms and conditions therein contained.

AND WHEREAS the Addl. Collector and the Competent Authority, Thane has granted permission to develop the said property under the provisions of Urban Land (Ceiling and Regulation) Act, 1975, vide an Order No.ULC/TA/WSHS/20/SR-904, dated 5/7/1995 and same is got renewed on 11/4/2005.

AND WHEREAS the Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed on the said property vide its letter No.MNP/NR/1983/2005-06 dated 25/11/2005.

AND WHEREAS the Collector of Thane has granted N. A. permission in respect of the said property vide an Order No.Revenue/K-1/T-1/NAP/SR-65/04 dated 28/10/2005.

AND WHEREAS the Mira Bhayandar Municipal Corporation has issued Commencement Certificate bearing No.MNP/NR/ 32/2006-07 dated 3/4/2006 in respect of the buildings to be constructed on the said property.

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AND WHEREAS after acquiring the development rights of the said property and also after obtaining the necessary permissions and sanctions from the Authorities concerned, Shri Rajendra Rajan, Proprietor of M/s. Marwin Construction Company had constructed a building consisting of ground plus seven upper floors, a bungalow and a prayer hall, on an area admeasuring 900 sq. meters, forming the portion of the said property.

AND WHEREAS under the terms of the said Development Agreement, dated 27th February 2003, it was agreed by Shri-Rajendra Rajan, Proprietor of M/s. Marwin Construction Company to allow of the total constructed area in the buildings to be constructed on the said property, to the M/s. R. M. S. Housing Developers P. Ltd.

AND WHEREAS due to preoccupation of Shrik Rajendra, Rajan Proprietor of M/s. Marwin Construction Company in other business activities, said Shri Rajendra Rajan, the Proprietor of M/s. Marwin Construction Company could not complete the development of the said property by constructing buildings thereon and as a result, Shri Rajendra Rajan, Proprietor of M/s. Marwin Construction Company could not allot the said 25% of the constructed range agreed to be allotted by him to M/s. R. M. S. Housing Developers P. Ltd. in the buildings to be constructed on the said property.

AND WHEREAS in order to overcome the said difficulties, Shri Rajendra Rajan, Proprietor of M/s. Marwin Construction Company had requested the Builders/Promoters to join with him to develop the said property in Joint Venture and in pursuance to the said request, the Builders/Promoters agreed to join with Shri Rajendra Rajan, Proprietor of M/s. Marwin Construction Company to develop the said property and accordingly, said Shri Rajendra Rajan, the Proprietor of M/s. Marwin Construction Company and the Builders/Promoters entered into a Joint Venture Agreement, dated 23rd January, 2007 to

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develop the said property, more particularly described in the First Schedule hereunder written in the name and style of M/s. Raviraj Housing (Prince City).

AND WHEREAS by a Triparty Agreement, dated 24th January, 2007, the said M/s. R.M.S. Housing Developers Pvt. Ltd. with the consent and confirmation of Shri Rajendra Rajan, Proprietor of M/s. Marvin Construction Co. have conferred the development rights granted by the said Shri Rajendra Rajan, proprietor of M/s. Marvin Construction Co. in favour of M/s. Raviraj Housing (Prince City), in respect of the said property.

AND WHEREAS in pursuance to the said Triparty Agreement, dated 24th January, 2007, the said M/s. R.M.S. Housing Developers Pvt. Ltd. has also executed an Irrevocable General Power of Attorney, dated 24th January, 2007, in favour of the Builders/Promoters herein conferring upon him several powers inter-alia power to develop the said property, more particularly described in the First Schedule hereunder written, by constructing building or buildings thereon.

AND WHEREAS by a Deed of Release, dated 1st October, 2008, the said Shri Rajendra Rajan, proprietor of M/s. Marvin Construction Co. had released, relinquished and given up his share in the said Joint Venture of M/s. Raviraj Housing (Prince City) including the gight, title, interest and share in the said property in favour of Sini Ravindra Shankar Sawant.

AND WHEREAS in pursuance to the said Deed of Release, dated 1st October, 2008, said Shri Rajendra Rajan, the proprietor of M/s. Marvin Construction Co. have also executed an Irrevocable General Power of Attorney in favour of said Shri Ravindra Shankar Sawant, conferring upon him several powers, inter alia, power to develop the

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said property and also to sell the flats and other premises in the buildings to be constructed on the said property to the intending purchasers thereof and also to receive the consideration price from the prospective purchasers and to appropriate the same for himself.

AND WHEREAS the said Shri Ravindra Shankar Sawant and Smt. Rohini Ravindra Sawant have formed a Joint Venture vide an Agreement, dated 1st October, 2008, to develop the said property in the name and style of M/s. Raviraj Housing (Prince City), being the Builders/Promoters herein.

AND WHEREAS in the premises aforesaid, the Builders/Promoters alone have the sole and exclusive right to sell the flats in the buildings to be constructed by the Builders/Promoters on the said property and to enter into Agreement for Sale with the Purchasers of the flats and to receive the sale price from such Purchasers.

AND WHEREAS the Purchaser/s demanded from the Builders/Promoters and the Builders/Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said property, the said orders and permissions granted by the authorities concerned, and the documents executed by and between the parties thereto and also approved building plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act), 1963 (hereinafter referred to as the sail "Aet") and the tales made thereunder.

AND WHEREAS the copies of Certificate of title to the said property issued by the Advocate of the Builders/Promoters, copies of VI or VII and XII and other relevant revenue record showing the nature of title of the Builders/Promoters to the said property and copies of the

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plans approved by the concerned authorities have been annexed hereto.

AND WHEREAS the Builders/Promoters have accordingly commenced construction of the buildings in the project known as "PRINCE CITY" in accordance with the permission and orders granted by the authorities concerned.

AND WHEREAS the Purchaser/s applied to the Builders/Promoters for allotment to the Purchaser/s Flat No. A 1304 admeasuring 670...Sq. Feet (Carpet/Area) i. e. equivalent to 62.26...sq. meter ...... floor in the Building No. .......... known as "RAVIRAJ PALMS" to be constructed by the Builders/Promoters in the layout of the said property, more particularly described in the second Schedule hereunder written, (hereinafter referred to as "the said premises")

AND WHEREAS relying upon the said application and agreement, the Builders/Promoters agreed, to sell purchaser/s the said premises at the price and on condition hereinafter appearing;

AND WHEREAS under section 4 of the said Act Sale of the said premises is required to be executed by the Builders/ Promoters in favour of the Purchaser/s being in fact these presents and also to register these presents under the Registration Act, subject to the payment of requisite stamp duty, registration fee and all incidental fees/charges, etc. by the flat rpurchaser/s to that effect. ट.न.न.-

NOW THIS AGREEMENT WITNESSETH AND ITAIS HEREBY (AGE BETWEEN THE PARTIES HERETO as follows:

- 2. The purchaser/s hereby agrees to purchase and the Builders/Promoters hereby agree to sell Flat No. 12.4 of an area admeasuring. 570 sq. feet (Carpet area), equivalent to 22.2 sq meters on the 13.4 Floor in the Building No. 14.5 known as "RAVIRAJ PALMS" more particularly described in the second Schedule hereunder written, (hereinafter called "the Said Premises").

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3.		naser/s shall pay to							
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only) as the purchase price in respect of the said									
premises apart from other payments to be made the purchaser/									
s under this Agreement to the Builders/ Promotess The purchase of the									
shall be paid by the purchaser/s to the Builders/Promoters in the									
following manner;									
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a)		/-as Earnest	Money on	or before the	execution				
	of this A	greement.			3-48-5-6-				
b)	Rs	/- On comple	etion of Pli	nth work.					
-1	D.	/ 0		- 6:1-1-					
c)	KS.	/- On comple	etion of th	e first slab.					
d)	Rs.	/- On comple	etion of th	e Second slab	) 				
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<b>J</b> e)	KS	/- On comple	etion of the	e । । । । विकास स्ति क्रमांक 🗘 🕡 🤇	My 3080				
f)	Rs	/- On comple	etion of th	e Fourth slab					
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On completion of the Sixth Slab. h) On completion of the Seventh Slab. i) Rs. On completion of the Eighth Slab. Rs. J) /- On completion of the Ninth Slab. k) Rs. /- On completion of the Tenth Slab. 1) Rs. /- On completion of the Eleventh Slab. m) Rs. /- On completion of the Twelveth Slab. Rs. n) /- On completion of the Thirteenth Slab. o) Rs. /- On completion of the Fourteenth Slab. Rs. p) /- On completion of the Fifteenth Slab. Rs. /- On completion of Bricks Rs. Work. /- On completion of floor Rs. s) On giving POSSES t) Rs. premises.

4. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid instalments of the purchase price shall be the essence of the contract. In the event of the Purchaser/s making any default in payment of any of the instalments of the purchase price, the Builders/Promoters will be entitled to terminate this Agreement and in that event, the Builders/Promoters will refund to the Purchaser/s money paid by the Purchaser/s as purchase price till then without any interest thereon and the same shall be refunded by the Builders/ Promoters to the Purchaser/s only after the said premises is sold to another party by the Builders/Promoters and that too after the receipt

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of sale proceeds by the Builders/Promoters from such intending Purchaser/s of the said premises. Provided further that the Builders/Promoters shall be entitled to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Builders/Promoters on account of default committed by the Purchaser/s from the said amount to be refunded by the Builder to the Purchaser/s under these presents.

- 5. Without prejudice to the above and also without prejudice to the Builder's other rights under this agreement and/or in law the Purchaser/s shall be liable to pay to the Builder interest at the rate of 21% per annum on all amounts due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.
- 7. Any Addition and alteration in the said premise and/or in respect of the specifications and amenities by the Purchaser/s, if agreed by the Builders/Promoters, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Builders/Promoters by the Purchaser/seriginal of the Purchaser/seriginal of the Purchaser/seriginal of the Builders/Promoters by the Purchaser/seriginal of the Purchaser/seriginal of the Builders/Promoters by the Purchaser/seriginal of the Purchaser/seriginal of the Builders/Promoters by the Purchaser/seriginal of the Purchaser/seriginal of the Builders/Promoters by the Builders/seriginal of the Builders/serigi

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Nothing contained in this Agreement, shall be construed so as to 8. confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said properties or building or any part thereof, save and except the said premises. Such conferment shall take place only on execution of conveyance in favour of such cooperative society which shall be formed by Purchasers of different premises in the said building. The Builders/Promoters further represent to the Purchaser/s that not withstanding to the provisions contained in the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act) 1963 and the Rules made thereunder, the conveyance of the said properties shall be executed in favour of the Apex Body of Co-operative Housing Societies of the flat purchasers in the said buildings only after consuming entire F.S.I. available on the said properties and further represent that for a period of ten years from the date of formation and registration of the societies, neither the Purchaser/s, nor the Co-operative Housing Society of the flat purchasers in the said building shall call upon the Builders/Promoters or their predecessors in title to execute a Deed of Conveyance of the said properties in favour of the society in view of the fact that for development of the said properties, it would take minimum ten years and as such, the Purchaser/sereby agre undertake that he/she/they shall not compel the Builders/Promot to execute the conveyance of the said properties 朝何 a period of 能 years from the date of registration of the society.

9. The Purchaser/s shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her/them. However, the Builders/Promoters have exclusive right to make use of the terrace of the said building/ buildings for hording purpose or for installation of Antenna thereon and for any other purposes and as such whatever income arising out of the same shall be appropriated by the Builders/Promoters and under no circumstances either the Purchasers of the flats in the said building or the society of the flat

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purchasers in the said building shall be entitled to lay their claim either on the terrace of the said building or to the income or benefit to be accrued out of the said hording or antenna and similarly, the Builders/Promoters shall not be liable to render the account of the same either to the society or any of the flat purchasers in the said building. All open spaces, Lobbies, terrace, etc. will remain the properties of the Builders/Promoters until the whole buildings are transferred to the Co-operative Society or Federation as hereinafter mentioned but subject to the rights of the Builders/Promoters as hereinafter stated.

- 10. IT IS EXPRESSLY AGREED that the Builders/Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or for any other use as may be permitted by the local authority in that behalf end the Purchaser/s or his/her/their assignee/s shall not object to the use of the premises for the aforesaid purpose at any limit in future by the respective purchasers thereof.
- desires to use the said premises for residential purposes and/or any other purposes or user as may be permitted by the Builders/Promoters and the local Authority from time to time. However, the Purchaser/s shall not change the use of the premises without prior written permission of the Builders/Promoters.
- 12. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the Builders/Promoters and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit and proper. In the event of the Builders/Promoters obtaining permission from the local authority for constructing any type of premises on the terrace, or the open spaces then the

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Builders/Promoters shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to such person and on such terms as' the Builders/Promoters may deem fit. The Builders/Promoters shall be entitled in that event to allow the entire terrace to be used by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed on the terrace. The Society that may be formed by the Purchaser/s of premises in the said building shall admit the Purchaser/s of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such Purchasers the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank for the building being constructed on the terrace then the Society shall be entitled to depute its representative to go to the terrace for the regular scheck in upkeep and for repairing the tank at all reasonable times and during such time as may be mutually agreed upon by the Purchaser of the premises on the terrace and the Society.

13. The Builders/Promoters have informed the Purchaser's that there will be common access roads, passages. electric and telephone cables, water lines, drainage lines, Septic Tank and other common amenities in the layout of the properties. The Builders/Promoters has further informed that all the maintenance charges of the aforesaid amenities will be common and the Purchaser's along with other Purchasers in the building shall share such charges and also maintenance charges proportionately. None of the Purchasers shall be entitled to object to the Builders/Promoters laying such pipelines, underground electric and telephone cable, water lines, drainage lines, sewage lines etc. passing through any of the properties belonging to the Builders/Promoters.

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- 14. The Builders/Promoters shall have a right until the execution of the Deed of Conveyance in favour of the proposed Society to make additions or alteration or put up additional structures and stories on the said building which shall be the properties of the Builders/ Promoters and the Builders/Promoters will be entitled to dispose off the same in such manner as they deem fit and the Purchaser/s shall have no objection against the same. If any additional F.S.I. is available to the Builders/Promoters before the execution of the conveyance in favour of the proposed society, the Builders/Promoters shall be entitled to utilise the same by constructing additional floors on the said buildings and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I. irrespective to fact that the premises and/or the management of the said building has been handed over to or taken over by such comperative Society contains Ad-hoc Committee or any other Body of such Puro gers.
- 15. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THATESO long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builders/Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said properties and/or in building to be constructed by the Builders/Promoters or any part thereof in accordance with the provisions of law for the time being in force.
- 16. As soon as the Building is notified by the Builders/Promoters as complete such of the Purchasers of the premises (Including the Purchaser/s herein) shall pay the respective outstanding arrears of the price payable by them within 7 days of such notice served individually or to be put up in any prominent place in the said building. If the Purchaser/s fails to pay the said arrears inapiter of the notice served as aforesaid, the Builders/Promoters will be entitled to terminate this

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agreement with the Purchaser/s and to refund to such Purchaser/s all the instalments of purchase price paid by such Purchaser/s till then, but without interest thereon and after deducting therefrom the outgoings and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Builders/Promoters shall have disposed off such premises.

- 17. The Builders/Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s.
- 18. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them, and shall abide by all orders, bye-laws, rules and regulations of the Government, and any other authorities and the Local Authority and shall attend or answer and be responsible for the actions and violations of any of the conditions or orders or rules to bye-laws and shall observe and perform all terms and conditions contained in this Agreement.
- 19. The Purchaser/s hereby agrees to pay all the amount of an old under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders/Promoters is not bound to give notice regarding such payment and the failure thereof shall and the pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.
- 20. The Purchaser/s hereby covenants with the Builders/Promoters to pay amounts required to be paid by the Purchaser/s under this

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Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Builders/Promoters indemnified against the said payment and observance and performance of the said covenants and conditions.

- 21. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall become a member of the Co-operative Society in the manner hereinafter appearing and also from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such Society including the bye-laws of the proposed Society. No objection shall be raised for changes/additions made to the draft bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safeguarding the interest of the Building and other flat purchasers in the said building and failure comply with the provisions of this clause will render this agreement ipso facto to come to an end.
- 22. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the State Government or any amount becoming payable by way of betterment charge or development charges or any other payment of a similar nature in respect of the said properties and/or the structure or structures to be constructed thereon and if paid by the Builders/Promoters, the same shall be reimbursed by the Purchaser/s to the Builders/Promoters in the proportion to the area of the said premises in the said building and/or in all other structures in the said properties as the case may be. Determination of such proportionate charges by the Builders/Promoters shall be final.

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23. The Purchaser/s hereby agrees to and shall pay to Builders/Promoters the following amounts within a period of seven days from the date of notice and in any event before taking possession of the said premises. The said amount are over and above the purchase price:-

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- i) Rs. <u>\langle ovv</u> /- towards expenses for the present Agreement.
- ii) Rs. 2000 /- towards expenses for the formation of Co-operative Society.
- iii) Rs. 3<0/>
   towards contribution of share money and entrance fee.
- iv) Rs. / towards expenses for installation so electric meter/ water meter and electric connection/water connection charges MBMC charges and any other charges.

v) Rs. -25000/- towards the corpus fund i.e. for maintenance of common amenities provided in the layout of the said properties.

vi) Rs. 16500 /- towards MBMC Development Charges.

vii) Rs. २६८०/- towards 6 months Maintenance Charges for proportionate share of taxes and other outgoings.

In case there shall be deficit in the regard, the purchaser shall forthwith on demand pay to the Builders/Promoters his proportionate

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share to make up such deficit. (the Purchaser/s is/are aware that out of the expenses mentioned in Clause 24(i) to (vi), above, only the item shown under Clause 24(iv) is accountable.

- 24. a. The Purchaser/s hereby further agrees and bind himself/herself to pay from the date of the delivery of the possession of said premises, his/her/their proportionate share that may be determined by the Builders/Promoters from time to time as outgoings in respect of the properties including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, tanker water charges, watchman and security service, sanitation, additions, and alterations, paintings, colour washing etc. and all other expenses incidental to the management of the properties. Such payment shall be made by the Ruschaser/s on the before 5th day of each and every calendar month in advance whether demand thereof is made or not.
- b) The Purchaser/s shall pay his/her/their propositionate share of the aforesaid taxes, charges and outgoings to the Builders/Promoters until the Ad-hoc Committee constituted by the Purchasers of the Flats in the said building has been formed and the management of the said building and the common amenities has been handed over to such Ad-hoc Committee or the Co-operative Society by the Builders/Promoters as the case may be.
  - Until all the taxes and water charges are fixed and separately assessed the exact amount of outgoings is worked out, the Purchasers shall regularly pay to the Builders/Promoters the amount calculated by the Builders/Promoters for the outgoings. If the amount so recovered by the Builders/Promoters is more than the

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actual outgoings worked out for the premises purchased by the Purchasers, the amount in excess shall be refunded to the Purchaser/s and if the amount so recovered is less than the actual amount worked out, the Purchaser/s shall immediately on demand pay to the Builders/Promoters the amount of the difference.

25. The Purchaser/s shall not without the written permission of Builders/Promoters, let, sub-let, sell, convey, charge or in any way encumber or deal with or dispose off his/her/their premises nor assign, underlet or part with his/her/their interest or benefit factor under this Agreement or any part thereof or in the said premises until the execution of the conveyance in favour of such Co-operative Society and till the Purchaser/s shall have paid to the Builders/Promoters all moneys payable to Builders/Promoters under this Agreement or otherwise. The Co-operative Society so formed shall have no right to recognise any transfer without the prior written permission of the Builders/Promoters and shall submit to the Builders/Promoters as statement of the existing members at the end of every three month, the time the conveyance has been executed in favour of the Society stated herein.

26. The Purchaser/s shall permit the Builders/Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying checking and repairing cables, water lines, gutters, wires, structure and other conveniences or servicing to be used for the said building and also for the purpose of maintenance, repairing and testing drainages, welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any other premises in the building in respect whereof the Purchaser/s or the occupier of such of other premises, as the case

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may be, shall have committed default by not paying his/ her/their share of the water tax and/or other outgoings and the electric charges and all other outgoings.

- 27. The Purchaser/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever nature in or to the said premises or any part thereof. The Purchaser/s shall keep the premises, walls, partition wall, sewers, drainages, pipes and appurtenances thereto in good and tenantable repair condition and in particular the said building including his/her/their premises. The Purchaser/s shall not close or cause to be closed the balcomes of make or cause to be made any alterations in the elevations and outside colour scheme of the premises to be acquired by him/her/them.
- 28. After the possession of the premises is handed over the Purchaser/s if any additions or alterations relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the Purchasers of premises in the said building jointly at their own costs and the Builders/Promoters shall not be liable for the same.
- 29. The Purchaser/s shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.
- 30. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which hay or is likely to

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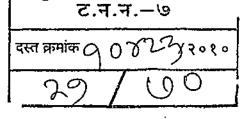
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cause nuisance or annoyance to occupiers of the other premises in the said building.

- 31. In the event of the Society being formed and registered before the sale and disposal by the Builders/Promoters of all the premises in the said building, the power and the authority of the Society so formed or of the purchasers herein and other purchasers of the premises shall be subject to the overall power of the Builders/Promoters in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the same and in particular, the Builders/Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the Purchasers of the different premises have formed a Co-operative Society, Ad-hoc Committee or any lother body of the purchasers of the premises.
- 32. Any delay or indulgence by the Builders/Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s for any reason whatsoever shall not be construed as a waiver on the part of the Builders/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights and remedies of the Builders/Promoters.
- 33. The letters, receipts and/or notices issued by the Builders/Promoters dispatched under certificate of posting to the address given by purchasers or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge-the-Builders/Promoters.

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- 34. If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever, to the Builders/Promoters any part of the amount due and payable to the Builders/Promoters under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builders/Promoters shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall stand terminated. The Purchaser/s herein agrees that on the Builders/Promoters re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall also be liable for immediate ejectment as a Trespasser.
- 35. The Builders/Promoters shall in that event refund the money without interest paid as purchase price by the Purchaser/s only after disposing off the premises to any other party. The Builders/Promoters shall be entitled to deduct from the purchase price becoming refundable to the Purchaser/s under this clause the loss or damage suffered by the Builders/Promoters and/ or other purchasers of premises on account of the Purchaser/s committing breach of any of the terms and conditions herein.
- 76. The name of the society shall be decided by the Builders/Promoters and the Purchasers shall not be entitled to change such name in future at any time. It is also mutually agreed by and between the Builders/Promoters and the Purchaser/s that the Builders/Promoters shall have exclusive right to use its own logo along with name of the society and under no circumstances, either the Purchaser/s or the societies of the Purchasers-of the flats in the said buildings shall be entitled to remove or change the same from the said buildings.

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- 37. It is hereby agreed by and between the parties that till the date of getting water supply from the Mira-Bhayandar Municipal Corporation, the flat Purchaser/s in the proposed building on their own and at their own cost shall make alternative arrangement for water supply and to which the Builders/Promoters shall not be held responsible in any manner whatsoever.
- 38. It is hereby expressly agreed by and between the parties hereto that the Builders/Promoters shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builders/Promoters to the various authorities which are non-refundable.
- 39. The Purchaser/s hereby agrees that even after the Society is formed they shall not charge maintenance charge for the unsole premises to the Builders/Promoters.
- 40. The Purchaser/s hereby agrees that he/she/they shall not available operator other than the Cable operator approved by the Builders/Promoters and further agrees and undertakes that he/she/they shall not entertain any other T.V. Cable Operator in the said buildings.
- 41. The Purchaser/s also hereby agrees, confirm and place on record that the Builders/Promoters shall be entitled to allot stilts in the said buildings to the person or persons of their choice and shall also be entitled to take the consideration from such allottees of the said stilt area. Similarly, the Builders/Promoters shall also be entitled to sell the terrace abutting to the flats to the purchasers of such flats. The Purchaser/s also hereby agrees and undertakes that he /she/they shall fix the grills to the said flat as per the grill designed approved by the Builders/Promoters. The Purchaser/selsandereby place on record

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that he/she/they is aware of that the water connection to the said building as well as to the said flat will be provided by the Builders/Promoters in accordance with the rules and regulations adopted by the Mira Bhayandar Municipal Corporation.

The Purchaser/s also hereby agrees and undertakes that 42. he/she/they shall become the member of the Ad-hoc Co-operative Housing Society of the purchasers of the premises in the said buildings till the date of formation and registration of the Society under the provisions of Maharashtra Co-operative Societies Act and shall also agrees to agnere to an analysis of the Co-operative Housing formulated by such Ad-hoc Committee of the Co-operative Housing the flat purchasers in the said shall also agrees to adhere to all the rules and regulation buildings.

The Builders/Promoters has represented to the Purchasian's 43. that they shall develop the properties adjoining to the said properties, more particularly described in the first schedule hereunder written in phase manner and as such the common amenities provided in the layout of the said properties, more particularly described in the First Schedule hereunder written as well as the properties adjoining to the said properties, more particularly described in the First Schedule hereunder written are common and as such the Purchaser/s shall maintain the said common amenities in co-ordination with the Purchasers of flats in the building to be constructed by the Builders/Promoters on the properties adjoining to the said properties more particularly described in the First Schedule hereunder written. The Purchaser/s also hereby agree and undertake to accept the representation made by the Builders/Promoters hereinabove in toto and under no circumstances, the Purchaser/s shall be entitled to raise ट.न.न.-७ any objection for the same.

All costs, charges and expenses in connection with the formation 44. of the Co-operative Housing Society or Limited Company or Consortium as well as the costs, charges and expenses of preparing, engrossing, stamp duty and registering all the documents of transfer including Deed of Conveyance or any other writing or writings required to be executed by the Builders/Promoters in favour of the Cooperative Housing Society for conveying the land together with buildings as well as the entire professional costs of the Advocate for Builders/Promoters in preparing and approving all such documents shall be borne and paid by the Society or Limited Company or Consortium to be collected proportionately by all acquirers of flats in the said building. The Builders/Promoters shall not contribute anything towards such costs, charges and expenses proportionate share of such costs, charges and expenses, payable the Purchasers shall be paid by the Purchasers 👸 the Builders 🎉 Promoters immediately on demand.

45. It is hereby agreed by and between the parties hereto that in case the Purchaser/s intend to have additional amenities to the said Flat then in that event the Purchaser/s shall execute a separate Agreement with the Builders/Promoters in respect of the said additional amenities to be provided by the Builders/Promoters to the Purchaser/s and for the same the Purchaser/s shall pay to the Builders/Promoters extra amount for the extra amenities to be provided by the Builders/Promoters to the Purchaser/s in the said Flat. It is further agreed by and between the parties hereto that the said Agreement for Additional Amenities to be presents for all purposes and intents.

46. The Purchaser/s also hereby agrees and undertakes that he/she/they shall not object against the work of construction of the buildings by the Builders on their adjoining plot of lands. The

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Purchaser/s also hereby agree and confirm that he/she/they have no right and/or authority to grant the right of way/means of access through, across and over the said properties, more particularly described in the First Schedule hereunder written, to any third parties. However, the Builders/Promoters have absolute rights and authority either to assign the right of way / means of access through, across and over the said properties, more particularly described in the First Schedule hereunder written, to the person or persons of their choice. Likewise, the Builders/Promoters shall have right to make use of the right of way / means of access through the said properties, more particularly described in the First Schedule hereunder writer developing the other properties owned and possessed by Builders/Promoters herein and under no circumstances Purchaser/s shall be entitled to raise any objection the same.

47. The Purchaser/s also agrees and undertakes that after formation of the Society of the flat purchasers in the said buildings, he/she/they shall not take any objection to sell the unsold flats in the said buildings by the Builders to the intending purchasers thereof and similarly, till the Builders sell the vacant and unsold flats to the intending purchasers, neither the flat purchasers nor the Society of the flat purchasers in the said building shall demand maintenance from the Builders/Promoters in respect of the said unsold flats in the said building.

48. The registration of this Agreement is compulsory and mandatory under the Indian Registration Act, and also under the Maharashtra Ownership Flat Act, 1963 within 3 months from the date of execution hereof failing which the same attracts penalty. The Purchaser/s shall at his/her/their cost lodge this Agreement within 3 months from the date hereof for registration with Sub-Registrar of Assurance at Thane and forthwith inform the Builders/Promoters, the serial number and the date under which the same is lodged to enable them to admit the

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execution of the same. The Purchaser/s shall pay stamp duty, registration fee and other incidental expenses for registration of this Agreement.

- 49. The purchasers hereby agree to undertake that he/she/they shall pay Service Tax/VAT to the Builders/Promoters Purchaser/s agree to and shall pay any Government Taxes to the Builders/Promoters if any applicable by the Central purchaser or State Government.
- 50. 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. at his/her/their address given by him/her/them specified below:-

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51. Without prejudice to the terms and conditions stipulated hereinabove, this Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction etc.) Rules, 1964 or any modifications, orders and notifications issued by the competent authority under the Ownership Flats Act and for the time being in the force or any other provisions of law applicable thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Bhayandar, the day, month and year first hereinabove written. दस्त क्रमांक ा रिस्त क्रमांक

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#### THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL that pieces or parcels of Non Agricultural Land bearing Old Survey No. 452 (part), having corresponding New Survey No. 152 (part), admeasuring 5140 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, in the registration District and Sub-District of Thane and now within the limit of Mira Bhayandar Municipal Corporation.

#### THE SECOND SCHEDULE ABOVE REFERRED TO

A Flat no. H130 admeasuring 670 Sq. Feet (Carpet/area) i. e. 6226 sq. meters (Carpet/area) on the 13 floor in Building No. known as "RAVIRAJ PALMS" to be constructed in the layout of the property described in the First Schedule hereinbefore written.

SIGNED SEALED AND DELIVERED	
"BUILDERS/PROMOTORS"	
By the withinnamed "BUILDERS"	
M/s. RAVIRAJ HOUSING  (PRINCE CITY)	) For RAVIRALITE SELECTIVE PRANCE CLEVY
	Deward Venturer
through its Ventorier	ट.न.न७
SHRI RAVINDRA SHANKAR SAWAN	222
In the presence of	13080 13080
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SIGNED SEALED AND DELIVERED	
By the within named "PURCHASER/S"	
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DMss. Reni Judinho	Enudento.

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in the presence of	
RECE	IPT
sum of Rs. 300000/- (Rupees	ay of part/fæll payment of salentioned, on this $> +++$ day on the DD/ Pay Order bearing Noted and DD/ drawn on
WITNESS:  1. Production  - 29	ट.न.न७ दस्त क्रमांक 9000 /२०१ 20/90

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## SHRIKANT K. SONAWANE

M.A., LL.B.

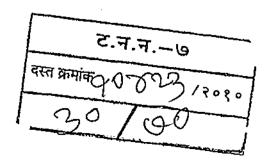
#### ADVOCATE HIGH COURT

A/201, Bhushan Park View CHS Ltd., Padma Nagar, Chikuwadi, Borivali (West), Mumbai - 400 092

#### TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No.452(Part), New Survey No.152 (Part), admeasuring 5140 sq.meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane and in the Registration District and Sub - District of Thane owned by Mr. Anthon Elise Farel and have to state as hereunder;

- On perusal of Revenue Records it appears that the land bearing Old Survey No.452(Part), New Survey No.152(Part, admeasuring 5140 sq. meters, situate, lying and being at Village Navgear, Bhayandar (Part), Taluka and District Thane and in the Registration District and Shap-District of Thane owned by Mr. Anthon Elise Farel.
- 2. By an Agreement, dated 29th November, 1994, the said Mr. Anthon Elise Farel and Mrs. Martinbai alias Matilda Philips Fonseca agreed to sell the said property to M/s. Sharjil Builders at the price and on the terms and conditions therein contained. In pursuance to the said Agreement, 29th November, 1994, the said Mr. Anthon Elise Farel and Mrs. Martinbai alias Matilda Philips Fonseca had also executed a Power of Attorney in favour of partners of M/s. Sharjil Builders, conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.
- 3. By an Agreement dated 23rd February, 1995, the said M/s. Sharjil Builders, in its turn agreed to sell the said property to M/s. R.M.S.

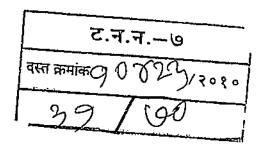


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Housing Developers P. Ltd., at the price and on the terms conditions therein contained in pursuance to the said Agreement dated 23rd February,1995, the said M/s. Sharjil Builders, had also executed a Power of Attorney in favour of the Directors of M/s. R.M.S. Housing Developers P. Ltd., conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

- 4. By an Agreement, dated 27th February 2003, M/s. R.M.S. Housing Developers P. Ltd., had agreed to grant development rights of the said property to Shri. Rajendra Rajan Proprietor of M/s. Mornin Construction Company at the price and on the terms and conditions therein contained.
- 5. The Addl. Collector and Competent Authority, than the graded permission to develop the said property under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 vide and Order No. ULC/TA/WSHS/20/SR-904, dated 5/7/1995 and same has been renewed on 11/4/2005.
- 6. The Mira Bhayandar Municipal Corporation has sanctioned the plan of the buildings to be constructed on the property vide its, letter No.MNP/NR/1983/2005-06 dated 25/11/2005.
- 7. The Collector of Thane has granted N.A. Permission in respect of the said property vide an Order No. Revenue/K-1/T-1/NAP/SR-65/04 dated 28/10/2005.
- 8. The Mira Bhayandar Municipal Corporation had issued Commencement Certificate bearing NO. MNP/NR/32/2006-07 dated



## SHRIKANT K. SONAWANE

M.A., LL.B.

#### ADVOCATE HIGH COURT

(A/201, Bhushan Park View CHS Ltd., Padma Nagar, Chikuwadi, Borivali (West), Mumbai - 400 092

3/4/2006 in respect of the buildings to be constructed on the said property.

- 9. The said Shri. Rajendra Rajan Proprietor of M/s. Marwin Construction Company had already constructed a building consisting of ground plus seven upper floors, a bungalow and a prayer half of an area admeasuring 900 sq. meters, forming the portion of the said property.
- 10. The said Shri. Rajendra Rajan Proprietor of Mr. Marwin Construction Company had entered into a Joint Venture Agreement, dated 23rd January, 2007 with Shri Ravindra Shankar Sawant to develop the said property in the name and style of Mrs.Raviraj Housing (Prince City).
- By a Triparty Agreement, dated 24th January, 2007, the said M/s. R.M.S. Housing Developers P. Ltd., with the consent and confirmation of Shri. Rajendra Rajan Proprietor of M/s. Marwin Construction Company had confirmed the development right granted by the said Shri. Rajendra Rajan Proprietor of M/s. Marwin Construction Company in favour of M/s.Raviraj Housing (Prince City). In pursuance to the said Triparty Agreement, dated 24th January, 2007, the said M/s. R.M.S. Housing Developers P. Ltd., has also executed an Irrevocable General Power of Attorney, dated 24th January, 2007, in favour of Shri Ravindra Shankar Sawant, being the co-venturer conferring upon him several Power inter-alia Power to develop the said property.

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- 12. I have also taken the searches in the Office of Sub Registrar, Thane from 1997 onwards. However, during the course have not come across any registered instruments pertaining to the property.
- On the whole from the Searches made the me and also 13. basis of documents furnished to me as well as on information provided to me, I hereby state and certify that the title to the bearing Old Survey No.452(Part), New Survey (Part), admeasuring 5140 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane and in the Registration District and Sub - District of Thane owned by Mr. Anthon Elise Farel is clear, marketable and free from all encumbrances. I further state and certify that the said M/s.Raviraj Housing (Prince City) being a Joint Venture business of Shri. Rajendra Rajan Proprietor of M/s. Marwin Construction Company and the said Shri Ravindra Shankar Sawant is entitled to develop the said property as per the permissions and sanctions granted by the Authorities concerned.

Date: 6th March, 2008.

MR. SHRIKANT K. SONAWANE ADVOCATE HIGH COURT Ar201, Brushan Park View CHSL Padma Nagar, Chikuwadi. Borest (Vo. Membal-92

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ट.न.न.-७ दस्त क्रमांक 90623/२०१०

# मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१.

दिनांक:-७०१३।०८

जयीन/जागामालक - <u>श्री. अंतोन एलीस फरेल</u> अधिकार पत्रधारक - <u>श्री. सलीम गहलोत</u> द्वारा - वास्तुविशारद - <u>मे. अनिषं ॲन्ड असो.</u>

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - सर्वे क्र./ हिस्सा क्र. नदीन १५२/पै. जुना ४५२/पै. चा जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.२६/०३/२००७ चा अर्ज.

- २) मे. सक्षम प्राधिकारी नागरी संकुलन ठ ाणे यांचेकडील आदेश क्र. यु.एल.सी./टी.ए/डब्ल्यु.एस.एच.एस.-२०/एस.आर-९०४, दि.०५/०७/९५ ची मंजूरी व दि.२३/०८/२००६ पर्यंत मुदतवाढ.
- ३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. महसूल/क-१/टे-१/एनएपी/एसआर-६५/०४, वि.२८/१०/०५.
- ४) <u>अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/६०७/०६-०७,</u> <u>दि.२९/०३/२००७ अन्वये तात्पूरता नाहरकत दाखला</u>.
- ५) <u>या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/३२/२००६-०७,</u> <u>दि.०३/०४/२००६ अन्वये स्थारीत बांधकाम परवानगी.</u>

### -: सुधारीत बांधकाम प्रारंभपत्र :-(फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह ) विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे — नवधर सि.स.नं./सर्वे क्र./हिस्सा क्र. नवीन १५२/पै. जूना ४५२/पै. या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्याल येत आहे.

१) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या <u>रहिवास + वाणिज्य</u> वापरासाठीच करण्याचा आहे.

२) सदरच्या बांधकाम परवानगीने आपणास आपल्या <u>हक्कात नसलेल्या जागेवर</u> कोणतेही बांधकाम करता येणार नाही. **ट.न.**न.—७

दस्त क्रमांक् १४०१०

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मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करन घेणेची आहे व त्यांची ताल्का निरिक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठ विणेची आहे व त्यास मंजूरी घंणे आवश्यक आहे.

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- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता यंणार नाही. तसेच मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-था विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुश-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तांचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहील.
- ५) या जागेच्या आजुबाजुला जे गुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे सदर नकाशालील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणं आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते शंलिभित ठे वणे व सार्वजिनक वापरासाठी खुले ठे वणेची जबाबदारी विकासक/ वारतुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुर्दीना व महास्वर्क चर्धा गराहा अधिनियम च्या तरतुर्दीस कोणत्याही प्रकारची बाधा यहाँ कम्मा नी है या गोन्त्री कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी कुणा-या सर्व अधिकार्य अंशलाजनावणी करण्याची जबाबदारी विकासक व वास्तुरिकारद इतर धारणीयाची राहोल.
- ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविष । प्रस्तावीत कुरण्यात आलली सामासीक अंतराची जागा ही सार्वजनिक असू महानुपूर्णकिकेच्या मलकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता स्वीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ८) जालकी हक्काबाबतचा वाद उत्पत्र झाल्यास त्यास अर्जदार, विकासक, वारत्विशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्यास गुधारीत मंजुरी घेणे क्रमप्राप्त आहे.
- ९) मंजुर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदारानं / विकासकाने महानगरपालिकंच्या नियमाप्रमाणे पुर्ण करन सुविधा सार्वजनिक वापरासाठी कायम स्वस्मी खुली ठेवणे बंधनकारक राहील.
- १०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येळ नये.
- ११) इन्यतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जिम्मनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- १२) गहानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जवाबदारी विकासक/धारक वांची राहील. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जनाबदारी जिलासकाची/ धारकाची राहील.

दस्त झमाक्ष्र १८०४ । १०१०

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- १३) अर्जदाराने स.नं., हि.नं., मौजे, महानगरपालिका मंजूरी, ब्रिल्ड्रचे नांव, आर्किटे पट चे नाव, अकृषिक मंजुरी व इतर मंजुरींचा तपशील दर्शविणारा फलफ प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास संस्थात करणो वंधनकारक राहील. तसेच सर्व मंजुरीचे मुळ क्रांगदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठे वणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- १४) मंजुर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) धेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in siesmic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम् अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांकि व व मार्याची करणे तसेच बांधकाम चालू असतांना तांकि व व मार्याची पालन करण्याची जबाबदारी अनुद्वित विकासकी स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संबंधिनपणे राहील.

१५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानेणरेपालिकेची व इतर विभागांची पुर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेचे पुरुष्ट्या जागेतः वृक्षारोपण करण्यात यावे.

१६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तर्फीवर्क सिंद्या से नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठ रते त्यानुसार उक्त अनिधकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

अ.फ्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
8	अं, बी	8	स्टिल्ट + पार्ट १४	५९२७.३४
			जास्तीचे बाल्कनी क्षेत्र जास्तीचे जिन्याचे क्षेत्र /	१५.५ <i>९</i> ११३.८७
एकूण				६०५६.८० चौ.मी.

ट.न.न.-७ दस्त क्रमांक 90 ४२३/२०१० 30/00

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- १८) बांधकाम साहित्य रस्त्यावर व सार्वजिनक िठ काणी ठे वता येणार नाही. यादायतचे उल्लंबन झाल्यास महानगरपालिकेकडून आपणाविस्ट्य दंडात्मक कार्यवाही करण्यात येईल.
- १९) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्रं.४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रपचरल अभियंता, बांथकाम पर्यवेक्षक व धारक चांची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पन्न रह करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुद्ध विहीत कार्यवाही करण्यात येईल.
  - १) मंजुर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
  - मंजुर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
  - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
  - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती वे विधा महिता के निस्ता निस्ता केल्यास व प्रस्तावाच्या अनुषंग्रा केल्याचे सादर केल्यास व प्रस्तावाच्या अनुषंग्रा केल्याचे निदर्शनास आल्यास या अधिनियमाचे किलेम २५८ अन्यये कार्यवाही करण्यात येईल.
- २२) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यामें स्टिल्टची उंची मंजुर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी है या जाग्रेया वाहनतळासाठीच करण्यात यावा.
- २२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
- २३) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- २४) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करन घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालु असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.
- २५) पुर्निवकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जवाबदारी वास्तुविशारद, विकासक व धारक यांची राहील. यांबाबतची सर्व कायदेशीर पुर्तता ( विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहील.
- २६) या मंजुरीची मुदत दि.३०३३०४ पासून दि.२०३३,०८ पर्यंत राहील. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल. 

  ट.न.न.—७

दस्त क्रमांक १०४७ १०१०

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२७) यापुर्वीचे पत्र क्र. <u>मिभा/मनपा/नर/३२/२००६-०७, दि.०३/०४/२००६</u> अन्वये देण्यात आलेली मंजुरी रदद करण्यात येत आहे.

२८) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची ज्ञाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपेर्स्वेह्सक रट्टक्चरल अभियंता व धारक यांची राहील.

- २९) जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३०) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- ३१) सदरची परवानगी स्टिल्ट + ५ मजल्यासाठी असून उर्वरीत मजल्यासाठी नागरी जमीन कमाल धारणा कायदा कडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.

मनपा/नर/४७०६/ ०६/७७

दि. ८०।८।०७

- जावधान -

(भिष्णुर स्रोधकाम नकाले व पारंभ पश्चात सङ्ग्र अञ्चे व त्यांत्री पालन स्थापता स्रोधकाम प्रेयात्राच्या पिचमावसीन्तुत्वर कान्य्यक अस्ति का परवानभ्या व देशा स्रोधकाम प्राप्ती । सापर द्यारी विवाद स्थापता स्थापता का स्रोधकाम व्यव व्यवहास स्थापता व पाणवरकात व्यवहास स्थापता व्यवहास व पाणवरकात व्यवहास स्थापता स्थापता व्यवहास स्थापता व्यवहास स्थापता स्थापता

आयुक्त मिरा भाईंदर महानुख्यालिका

ट.न.न.-७ दस्त क्रमांक 90723/२०१० 30/00

## - ५ - क्र.महसुल/क-५/टे.५/एनएपी/एसआर-६५/२००४ जिल्हाधिकारी कार्यालय ठाण दिनांक १

वाचलं :-

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3)श्री अंतोन गृलिस फरेल वगेरे-२ याचं कुळमुखत्यारधारक श्री. सलीम गहलोत द्वारा अनिप असोसिएट,जी-१,रिध्दी सिध्दी टॉवर, ६० फुटी रस्ता, भाईंदर ता.जि. ठाणं यांचा दि. १६/४/०४ रोजीचा अर्ज.

२) तहसिलदार ठाणे यांचा चांकशी अहवाल क्र.जमीनवाव/२/वशी-६२/०४ दिन्मक २/२/२००५

३) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाण नागरी संकुलन ठाण यांच कडील आदश ५) क्र. युएलसी/टीए/एटीपी/सेक्शन-२०/एसआर-९०४ दि.६/९/२००५ २) मुदतवाढ क्र. मुदत/ २०२५/प्र क्र १७४/नाजकधा-३ दि.२४/८/२००५ ३) क्र.युएलसी/ टीए/एटीपी/कलम-२० एसआर दि.२९/९/२००५

४) मिरा भाईंदर नगरपालिका यांचे कडील वाधकाम परवानगी क्र.मिभा/मनपा/नर २३०/५२८०६ /२००३ २००४ दि.२४/३/२००४

५) सामान्य शाखा ( भूसंपादन ) यांचं कडील पत्र क्र. सामान्य/का-४/ट-ई सिर्झीकार्वि दि.९/६/२००४

ह) दि इस्टंट इन्व्हेस्टमेंट कंपनी कडील नाहरकत दाखला क्र. आरई-५ 🚟 👯 ३

·9) दि. १८/४/२००४ रोजीच्या दैनिक ' कांकण सकाळ ' मधील जाहीं

८) अर्जदार यांचे दि. १६/४/२००४रोजींचे हमीपत्र

आदश :

ज्या अर्था, श्री.अंतान एलिस फरल वर्गरे-२ यांच कुळमुखत्यारधारक श्री. सर्लाम गहलात द्वारा अनिप असांसिएट,जी-१,रिध्दी सिर्ध्दा टॉवर, ६० फुटी रस्ता, भाईंदर ता.जि. ठाणे यांनी टाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- नवघर येथील स.नं. ५५२/४ (जुना स नं.४५२/पे )मधील आपल्या मालकीच्या जमानीतील क्षेत्र ५५४०-००ची.मी एवढ्या जागचा रहिवास व वाणिज्य या विगर शतकी प्रयाजनार्थ वापर करण्याची परवानगा मिळण्या वावत अर्ज केलेला आह

आणि ज्या आर्थ दि.१८/४/२००४रांजी अर्जदार वानी देनिक कांकण सकाळ' या वृतपत्रात जांहरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडं प्राप्त झालेली नाही त्या अर्थी आता महाराष्ट्र जमीन महमुल अधिनियम १९६६ चे कलम ४४ अन्वयं जिल्हाधिकारी ठाण यांच्याकडं निहित करण्यांत आलेल्या अधिकाराचा यापर करन उक्त जिल्हाधिकारी याहार, श्री.अंतान णेलस फरेल वर्णरे-२ रा. नवधर ता. जि. ठाण यांना तालुका ठाण मधील मौज नवधर येथील स.नं. १५२/४ (जुना स नं.४५२/पे ) मधील क्षेत्र ५१४०-०० ची.मी. पैकी मिरा भाईदर महानगरपालिक कडील मंजुर नकाशा प्रमाणे क्षेत्र ५१३३-६३ ची.मी. पैकी ४०९३-०३ ची मी. रहिवास व २५५-२६ ची.मी. वाणिज्य एवढ्या जमीनीच्या क्षेत्राची रहिवास या विगर शेतकी प्रयोजनाथ वापर करण्या वावत प्रहील शर्तीवर अनुज्ञा (परमीजन) दण्यात यत असून मिरा भाईदर महानगरपालिक कर्डील कर्डील कर्डील श्रीर प्रकाश प्रमाणे खालील क्षेत्रावर वाधकाम अनुज्ञय नाही.

५. प्रपान राड

१८-०० ची.मी.

२ आर जी

७६७-३४ चौ.मी.

<u>त्या भर्नो अभाः-</u>

हो परवानगी अधिनियम त्याखालील कलल निवस वाना अधिन उद्भ दण्यांत सालला आहे.

अनुङ्गाग्राह्यं व्यक्तान ( ग्रॅटान ) अन्य प्रतानाच्य वानर व व्यवस्थात इमारणांच्या आणि करण्यांम क्रिया अन्य वाधकामाच्या अपयान उक्त अभानीच्या ज्या प्रयाजनाथं उपयोग करण्यांम परवानगी देण्यांत आली असल त्या प्रयोजनार्थं कंवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिच्या क्षांणताही भाग किंवा अशी इमारत यांच्या इत्तर कांणत्याही प्रयोजनार्थं जिल्हाधिकारी ठाण यांच्याकडून तथा अथांचा आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरुन जीमनीच्या वापर ठरविण्यान यंडेल क्रि

- ३. अशी परवानगी दंणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या वावत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पांट विभागणी करता कामा
- ४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान हाईन अशा रीतीने अशा जमीनीत रस्ते,गटारे वर्गर वांधून आणि (व) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करुन ती जमीन या आदेशाच्या तारखे पासुन एक वर्षाच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने ती जमीन विकसित केली जाई पर्वंत त्या जमीनीची कांणत्याही रीतीनं विल्हेवाट लावता कामा नये.
- अनुज्ञाग्राही व्यक्तीस असा भूंखंड विकावयाचा असेल किंवा त्यांनी इतर प्रकारे विल्हंवाट लावायची असेल तर अशा अनुजाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद कंलंल्या शर्तीचं पालन करुनच विकणं किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणं आणि त्यांचं निष्पादित केलेल्या विलंखात तसा खास उल्लेख करणं हं त्यांचे कर्तव्य असेल.
- या मावत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशास्त्रांनिहर्देट किं प्रमाणं इतक्या जातं क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत क्रीलेंक्सि संहि. संदे भूखंडातील नकाशात दर्शविल्वा प्रमाणच उर्वरित क्षेत्र विना वांधकाम मोकळे सिंहुँग पाहिजे.

प्रस्तावित बांधकाम हे नकाशात दर्शविलंल्या मजल्या पेक्षा जास्त महिन्दी हुँ असू तये. प्रस्तावित इमारत किंवा कांणतंही काम (असल्यास) त्यांच्या वाधकामासङ्कें सुरुवात करण्यापुर्वी अनुज्ञाप्राही व्यक्तीने (प्रँटीन) मिरा भाईदर नगरपालिका यांची 💥 व्यंधकासुकरण्यु। ांवपवार्था आवश्यक ती परवानगी मिळविणं हं अशा व्यक्तीवर वंधनकारक असेले

अनुज्ञाग्राही व्यक्तीने सांवत जांडलंल्या नकाशात दर्शविल्या प्रमाण सीमांतिक मोर्केळे अंतर (आपन मार्जीनल डिस्टेंसंस ) सांडलं पाहिजं.

- या आदेशाच्या दिनांका पासून एक वर्षांच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा विगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळावेळी असा कालावर्धा वार्डविण्यांत आला असेल तर ती गोप्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरांक्त प्रमाणे न कल्यास ही परवानगी रदद करण्यांत आली असल्याचे समजण्यांत येईल.
- अनुज्ञाप्राही व्यक्तीन अशा जमीनीचे विगर शेतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका पामृन सुरुवात कंली असंल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात बदल कंला अयन तर ता दिनांक त्यानं एक महिन्याच्या आंत तलाठया मार्फत ठाणं तहसिलदारांस कळविल शाहजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील वदल व विगरशंतको आकारणी) नियम ५९६९ मधील नियम ६ अन्वयं त्याच्यावर कार्यवाही करण्यांस असा अनुजाग्राही पात्र ठरेल.
- अशा जमीनीचा ज्या प्रयोजनार्थ वापर करण्यास परवानगी दिली असेल त्या प्रयोजनार्थ भाषर करण्यास प्रारंभ करण्याच्या दिनांकापार्म सदर अनुझाम्राहीन रथा गमिनीच्या संयंधात दर चा.मा. माग ५ ५८-८ रुपयं दरान विगर शतका आकारणा दिला पाहजे. उदत प्रमाणदर हा दिनांक ३५/५/२००६ या हमी कालावधी पर्यंत अंभलात राहील. किंवा परवानगीच्या तारखंच्या पूर्वलक्षी प्रभावानं अथवा त्यानंतर अमलात यंणारं विनशंती दरानं विनशंती आकार देणं वंधनकारक राहिल. अशा जिमनीच्या वापरात कांणत्याही प्रकारचा वदल करण्यांत आला तर त्या प्रसंगी निराळया दराने विगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गांप्ट विचारांत घंण्यांत यंणार नाही.
- सदर जागेची अती तातडीची मोजणी फी रक्कम रू.१५००/- (अक्षरी एक हजार पाचशे रु मात्र) चलन क्र.३६६/०५ दिनांक २७/१०/२००५ अन्वयं शासन जमा केली आहे.

१३.भूमापन विभागाकडून जमीनीची मोजणी करण्यात आल्य<del>्य मेन्</del>र अ<u>श</u>ा जमीनीचे जितक अञ्चक्त आढळून वईल तितक्या क्षेत्रफळानुसार वा आदशात आणि संगदीमध्ये नमूद केलेवी क्षेत्र तमच विगरशतका आकारणा यात वदल करण्यात वृहस्ता क्रमांक 🗸 0 💎

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- ५४. सदर जमीनीच्या विगरशंतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रदद समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.
- 94. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच वांधलेल्या इमारतीत अनुज्ञाग्राहीने काणतीर्हा भर धालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर धालण्यासाठी किंवा फेरवदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरवदलाचे नकाश मंजूर करुन घेतले असतील तर ती गोष्ट वेगळी.
- १६. अनुज्ञाग्राही व्यक्तीने आजुवाजुच्या परिसरात अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठवाची व सांडपाण्याचा निचरा करण्याची व्यवस्था कली पाहिज
- 5 9. जमीनीच्या विगरशंतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञागाही व्यवनीने महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात वदल व विगरशंतकी आकारणीं) नियम ५९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन नात या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास वधनकारक असेल.

१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपंकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तान उल्लंघन केलयास उक्त अधिनियमाच्या उपवधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही भाग्तास पात्र ठरल त्या शास्तीस वाधा न येऊ दता ठाण्याच्या जिल्हाश्चिकी बाह्य तो विश्वेद करेल असा दंद आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखे अर्जिदाराच्या लोच्योह राहू दंण्याचा अधिकार असंल.

१८य. वरील खंड अ) मध्यं काहीही अंतर्भृत असलं तरीही से प्रत्वानगीच्या तरतृतीविद्ध वाकन काणताही इमारत किंवा वाधकाम उम करण्यात आलं असलं कर किंवा क्षरतृतीविद्ध या इमारताच्या किंवा वाधकामाचा वापर करण्यात आला असल तर विनिष्टि किंदी आ आत अशा रंगिन उभारलेली इमारत काढून टाकण्या विपयी किंवा तीत फरवदल करण्याविपयी ठाण्याच्या जिल्हाधिका-यानं निर्देश देणं विधी संमत असल. तसंच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा वाधकाम काढून टाकण्याचं किंवा तीत फरवदल करण्याचं काम करवून घेण्याचा किंवा त्या ग्रीत्वर्थ आलेला खंच अनुज्ञाग्राही व्यक्तीकडून जमीन महमुलाचा शकवाकी म्हणून वमुल करून धण्याचा आधिकार असल

५९. दिलंली ही परवानगी मुंबई कुळबहिवाट व शंतजमीन अधिनेयम १९४८, महाराष्ट्र प्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतंही उपबंध प्रकरणाच्या अन्य संवंधीत वावींच्या वावतीत लागू होतील. त्या उपवंधाच्या अधिन असेल.

२०. अनुवाग्राही यांनी विगरशेतकी आकारणीच्या पाचपट रक्कम ह २८८६२/-(अक्षरी, क. अठठावील हजार आठशे वासप्ट मात्र ) रुपांतरीत कर (कन्दर्शन टॅक्स)ट्य नम्कुपिक प्ररचानगी धणूपीवचे अनिधकृतपणे वापर केल्यामुळं होणारा अकृपिक आकार य दंड रक्कम ल. ५३५८७/- अनं एकृण रक्कम स.८२०४९/- तहिंसलदार ठाणे यांचे कर्डाल पीवती क्र.०००० उन्यये सरकार जमा कर्ला आहे.
२७ अनुवाग्राही यांना मिरा भाईदर महानगरणांलको यांचे कर्डाल नेजृ रकाजायरहुकुनच याचकाम

२२ अनुजाप्राही यानी मिरा भाईंदर महानगरपालिका याचे कडील वांधकाम नकाशा व्यतिरिक्त जादा बांधकाम कल्यास अगर वांधकामा मध्ये वदल करुन जादा चटईक्षेत्र निर्देशोक वापरल्यास अनुजागाहा ह महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वयं फीजदारी स्वरुपाचा गुन्त दाखल करण्याम पात्र रक्षताल ६ अन जाटा बांधकाम १५ करण्याम पात्र राहीलक्ष्मू, - ४ - क्र.महसुल/क-१/टे.१/एनएपी/एसआर-६५/२००४

२३. या प्रकरणात पिण्याच्या पाण्याची सांय करण्याची जवाबदारी अनुज्ञाग्राही यांचेवर बंधनकारक राहील.आणि पिण्याच्या पाण्याची सांय झाली आहे किंवा कसे या वावत खात्री झाल्याशिवाय मिरा भाईंदर महानगरपालिकनं संवंधित विकासकास इमारत वापर परवाना दंऊ नयं.

> मही/-( नंदकुमार जंत्रे ) जिल्हाधिकारी ठाणें

प्रति,

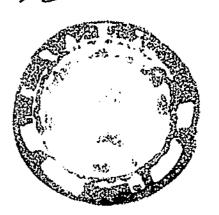
श्रा अतान गुलास फरल वर्गर २

ग. नवधर ता.जि. ठाणे

निर्गमित केले



) प्राचिकारी ठाण करिता



ट.न.न.-७ दस्त क्रमांक 90-873 २०१० (3/60



No.ULC/TA/ATP/Sec-20/SR.-904
Office of the Addi. Collector &
Competent Authority, Time Urban
Agglomeration, Collectorate Bldg.,
2nd floor, Thane.
Date - 6/9/2005.

#### READ

This office order u/s 20 No. ULC/TA/ATP/WSHS-20/81 904 Dated - 5/7/1995.

This office order u/s 8(4) No. ULC/TA/T. No. 4/Mira/S:R.-323 -2070
Dated - 10/12/1999.

Application from Anish & Associate, Dt.-29/8/20

#### CORRIGENDUM -

WHEREAS this office has granted exemption to Shri Anthoney Elis Farel under section 20 of U.L.C.R. Act 1976 to the terms and condition mentioned in the order No. ULC /TA/ W.S.H.S. -20 / S.R.-904 Dt.5/7/1995. In respect of probable surplus vacant land bearing S.No. 452 pt. (Old), 2 admeasuring 5140-00 Sq. Mts. situated at Village- Navghar, Tal.& Dist. Thane.

AND Whereas, Addl. Collector & Competent Authority, Thane has passed 8(4) order No. ULC/TA/ T.No.6/Bhayander/S.R. 323+1070 Dated – 12/04/2005. In 8(4) order 8 (eight) shares are considered as per Government guide lines, upto 4000.00 Sq.Mtrs. of each share holder should be utilised for construction of tenement having plinth area upto 40 Sq.Mtrs.

Accordingly applicant Anish & Associate requested to revise schedule under section 20 of the said order vide letter dated 14/09/2004.

AND Whereas, I, Addl. Collector & Competent Authority, Thane is satisfied on the scrutiny of the scheme that request of the applicant needs to be considered and accordingly it is necessary to revised the schedule under the guidelines by Government Resolution dt. 21.10.92 & subsequently as per letter No. SSS/1092/(5320)/13 dated 17.11.92 & 15.10.97

AND WHERE AS the undersigned is satisfied with the request of applicant and is pleased to amend the order as per the schedule attached herewith subject to condition that if the F.S.I of the D.P Road is used on the surplus vacant land the land holder / developer will have to surrender 5% of this F.S.I. in the form of tenement's to Government.

ट.न.न.-७ दस्त क्रमांक प्र 0 ४२८ /२०१०

All other remaining condition mentioned in the order remain unchanged. (A:R.SHINDE) Additional Collector & Competent Authority, Thane Urban Agglomeration, Thane. Shri Anthony Elis Farel c/o Sharju Builders, Salim Gahlot Ground floor, Bhardawadi lane Andheri(W) Mumbai. 58 Copy submitted to -The Principal Secretary, Urban-Development Department, Mantralaya, Mumabi-400032. Copy Forwarded with Compliments to -The Commissioner, Mira Bhayandar Municipal Commissioner, Bhayandar for information and not to issue occupation NOC is issued by this office to scheme holder. The Sub-Registrar, Thane.

> ट.न.न.-७ दस्त क्रमांक्( 0)723/२०२०

#### REVISED SCHEDULE

Details regarding the applicant and the vacant land for which exemption is sought under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976.

Name & Address of the person holding the land

- Shri Anthony Elis Parel C/o Sharji Builder Shahid Gahlot, Ground floor Bhardawadi lane, Andheri (W) Mum. 58

Status of the person

- Ind. vidual

Inward No & date of -Application

of - 5059 dated 1.9.2005

Name of Urban Agglomeration - in which the exemption is

8Km's Peripheral Area of Bruhan Mumabi Urban Applementation.

sought situated.

Description of property for which exemption is soft

a District

**(** 

Thane

b Taluka

Thane

c Village

Navghar

d S. No.

452/pt (old), 152 /pt.(New)

e Total surplus area in sq. Mtrs.

22311 Sq.Mtrs.

f Total area under scheme.

5140 Sq.Mtrs.

g Area under reservation if any

18.00 Road

h Area of land to be exempted

5122.00 Sq. Mtrs.

i Area under compulsory open

768-30 Sq.Mtrs.

space

4353-70 Sq.Mtrs.

Net buildable area under

scheme

217.68 Sq. Mtrs.

k Built-up area to be sold to Government nominees at fixed rate

> ट.न.न.-७ दस्त क्रमांक १०४० २०१०

Total number of tenements to be constructed:

Tenements up to 40 sq. mtrs. plinth area - 109 Nos.

No. of tenoments to be sold to Government nominees at fixed rate

Tenements upto 40 sq. mtrs.

06 Nos.

Subject to approval of building plans, from Mira-Bhayandar unicipal Corporation.



Addl. Collector and Competent Authority, Thane Urban Agglomeration Thane.



ट.न.न.-७ दस्त क्रमांक 9000/२०१० ं. आर. शिंदे अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरं. संकुलन ठाणे व बृहन्मुंबई नागरी संकुलना सभोवतालील ८ कि.मि.परिसर ठाणे यांचे न्यायालयात.

छिरे|ग-क्रमांक

युएलसी/टिए/टे.नं.६ /भाईंदर/एसआर-३२३+१०७०

भेड़ीलाचा दिनांक

92/8/2004

व्हरणपत्र धारकाचे नांव व पत्ता :- श्रीमती मेरीबाई कालमेट परेल (मयत वारस) श्री. अंतोन एलीस फरेल

रा.भाईदर ता.जि.ठाणे

## याचाः या कार्यालयाचे आदेश क्र. युएलसी/टिए/टे.नं.६/भाईंदर/एस आर ३२३ <u>+</u>१०७०दि.१०/१२/९९

नागरी जिमन कमाल धारणा अधिनियम १९७६ चे कलम् अधिनामग्रीत् आदेश

विवरणपत्र धारक श्री. अंतोन एलीस फरेल रा. भाईंदर योजी एस आर ३२ँ३ हया प्रकरणी मौजे नवघर स.नं. ४५२पै ( १५२पै) हया जिमनीचे स्माधिष्ठ करुन आदेश मिळणेकामी दिनांक १९/११/००४ रोजी विववरणपत्र दक्षिक केले आहेतु.

२/- त्यानुसार एस आर ३२३+१०७० ं प्रकरणाचे अवलोवेस केरता विचरणार्पंत्र शैरक यांनी दिनांक १३/९/१९७६ रोजी उक्त जिमनीचे प्रकरणी नमुद जिमनीचे किवलियापत्र दाखल केले होते संदर विचरणपत्रानुसार प्रकरणी दिनांक १०/१२/१९९९ रोजी कलम ८(४) चे आदेश क्र. युएलसी/टिए/टे.नं. ६/ भाईंदर /एस आर ३२३+१०७० अन्वये पारीत झाले आहेत.

सदर आदेशात विवरणपत्र धारक यांचे धारणा क्षेत्र खालील प्रमाणे घोषित करण्यांत आले आहे.

१) विवरणपत्र धारक यांचे एकूण धारणा क्षेत्र

३०८८०.०० ची.मि.

२) रस्त्या खालील आरक्षण

४५६९.०० ची.मि.

३) निव्वळ मोकहे क्षेत्र

२६३११.०० चौ.मि.

४) विवरणपत्र धारकास अनुज्ञेय क्षेत्र

४०००.०० चौ.मि.

५) अतिरिक्त क्षेत्र

२२३११.०० चौ.मि.

वरील प्रमाणे अनुज़ेय क्षेत्र हे खालील जिमनीमधून राखून ठेवणे वाबत आदेश पारीत झाले आहेत.

## जिमनीचे वर्णन

गावाचे नांव	स.नं./हि.नं.		क्षेत्र चौ.मि.	
भाईंदर	348/6		९६०,००	
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		दस्त क्रमांक ग्री /२०१।		
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ार्डक अतिरिक्त क्षेत्राबाबत आदेशात नमुद केल्या प्रमाणे खालीलं प्रमाणे कलम २० ६ गोलना गंजुर करण्यांत आल्या आहेत.

अ.क. कलम २० खालील योजना सं.न. क्षेत्र पस आर ६० दिनांक १७/६/१९९४ ३६०/१,४,११ २२३०.०० एस आर ७३० दिनांक ३१/१०/९४ ३५४/७, ३५५/३, १२३७६.०० ३५७/७, ३७२/३ व १० एस आर ९१८ दिनांक ३०/९/९५ ४७९/५ १४१७०.००

्दरचे योजना अतिरिक्त जिमनीवर घोषित करण्यांत आल्या आहेत.

6)

/-ज्याअर्थी वरील धारणा क्षेत्रात मौजे नवघर येथील सं. नं. ४५२/ पै (नवीन १५२/४) ही अंति एलिस फरेल व इतर २ यांच्या नावाची जिमन समाविष्ठ करून कलम ८(४) चे सुधारीत आदेश धारीत करणे बाबत विनंती आहे.

त्यानुसार उक्त जिमनीबाबत परीरक्षण भुमपाक यांचे मार्फः स्थळपाहीण का कार्यार्द्धर्म का कार्यार्द्धर्म का कार्यार्द्धर्म का कार्यार्द्धर्म का कार्यार्द्धर्म का कार्यांचे मार्फत देण्याबाबत कळवण्यांत आले होते. त्यांचीर सह के जिल्हा होते कार्यांची आले आहे सदर अहुँ का नम् अहवाल पाठवण्यांत आले आहे सदर अहुँ का नम् अहवाल पाठवण्यांत आले आहे सदर अहुँ का नम्

भुपटटा र्देत्र (ची.मी.) गावाचे अ.इ..। रहीवास क्षेत्र निव्यक्त भुपटटा एकुण नांव खालील खालील मोकळे वजाती क्षेत्र ध्व क्षेत्र ४५२/पै नवचर 4380.00 30,00 रहीवास-ी-4333.00 30,00 <u> १५२/व</u>ै रस्ता 4380.00 4822,00 १८.०० १८.०० 4,422.00

ज्याअर्थी उक्त मोजे नवघर सं. नं. ४५२ पै ( १५२पै) हया जिमनीवर सदर अहवालानुसार कलम २० खालील योजना आदेश क्र. युएलसी/टिओ/डब्ल्यू एस एच एस / एस आर ५०४ दिनांक 👉 १९९५ रोजी मंजूर झालेली आहे. सदर योजना प्रभाग अ व ब खालील योजना आहे.

१/- ज्याअर्थी प्रकरणी विवरणपत्र धारक यांनी सादर केलेल्या कागदपत्रानुसार उका सं.नं. ४५२/(१५२/पै) हया जिमनीचे फेरफार क्र. ८५९ अन्वये सन १९५० पासून विवरणपत्र धारक श्री. अंतोन एलिस फरेल व इतर २ यांचे नांवे आहेत. त्यामुळे उक्त क्षेत्र धारणा क्षेत्रात समाविष्ठ करण्यांत इत आह

५/- ज्याअर्थी प्रकरणी श्री. घनश्याम आर गोसावी यांनी जिमन मालक यांचे कुळमुखत्यार पत्रधारक या नात्याने दिनांक ११/३०/२००४ रोजी हरकत उपिरयत केली हाती. त्या अनुषंगाने त्यांना जांमन मालक यांना कार्यालयात सुनावणीसाती उपिरयत राहाणेबाबत कळवले होते. परंतू प्रकरणी श्री. घनश्याम गोसावी यांनी दिनांक ९ मार्च २००५ रोजी पुन्हा अर्ज सादर करून मौजे ४५२ पे हया जिमनीचे क्षेत्र प्रकरणी समाविष्ठ करून पूर्वीच्या आदेशातील जिमनील कोणतेही बदल न करता सुधारीत आदेश पारीत करणेबाबत विनंती केली आहे. तसेच ८५ वर्ष वयाचे असल्यान सुर्वेशवर्णिसाधी बोलवणेत वेचू नये आदेश पारीत करणेबाबत विनंती केली आहे. सदर विनंती क्स्मुक्ष्माकण्यांत येत आहे.

६/- ज्याअर्थी प्रकरणी अर्जदार यांनी वरील प्रमाणे मोजे नवघर सं.न नं. ४५२/पै (१५२पै) हया जिमनीचे क्षेत्र धारणा क्षेत्रात समाविष्ठ करुन तसेच पूर्वीचे हिस्से कायम ठेयून सुधारीत आदेश मिळणेदाबत विनंती केली आहे. सदर विनंती मान्य करण्यांत येत आहे. परंतृ प्रकरणी सहा. नगर रचनाकार यांचे अहवालानुसार उक्त नव्याने दाखल जिमनी मीजे नवधर सं.नं. ४५२/पै ( १५२/पै) चे क्षेत्रावर पूर्वीचे कलम २० खालील योजना मंजूर झाली असल्याने सदर योजना विवरणपत्रधारक यंनी राववणेची असलयाचे नमुद करून खालील प्रमाणे धारणा क्षेत्र निश्चित करण्यांत येत आहे.

विवरणपत्रधारक यांचे एकूण धारणा क्षेत्र ş (30,000 + 4380,00)

३६०२०,०० चौ.मी.

वजाती.

i) रस्त्याखलील आरक्षण क्षेत्र (8456.00)

४५६९.०० चौ.मि.

ii)मौजे नवघर सं. नं. ४५२/पै (१५२/पै) क्षेत्र ५१४०.०० चौ.मिं. वर एस आर ९०४ अन्वये कलम २० खालील योजना सदर योजना विवरणपत्रधारक यांना पूर्ण करणे वंधनकारक

५१४०.०० चौ.मि.

एकुण वजाती

निव्वळ मोकळे क्षेत्र विवरणपत्रधारक यांना अनुज्ञेय क्षेत्र

अतिरिक्त क्षेत्र

वरील विवेचनावरुन मी खालील प्रमाणे आदेश देत आहे.

आदेश:-

वरील प्रमाणे विवरणपत्र धारक ह्यांचे एकूण धारणाक्षेत्रापैकी २२३११.००चौ.मी. अतिरिक्त क्षेत्र ठरत आहे. सदर अतिरिक्त क्षेत्रावर यापूर्वीच वर नमुद केल्याप्रमाणे एस आर ६५०, ७३०, ९१८ अन्वये योजना मंजूर करण्यांत आल्या असून सदर योजना विवरणपत्रधारक यांनी राववण्याच्या आहेत.

सदरचा आदेश आज दिनांक

सहीशिक्कयानुसार द्वेत्र-अ

अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन व बृहन्मुंबई नागरी संकुलना सभोवतालील ८ कि.मि. परिसर ठाणे

प्रति, र्मयत वारस)

> ट.न.न.-७ दस्त क्रमांक 🕢 🔿 🗸 /२०१०

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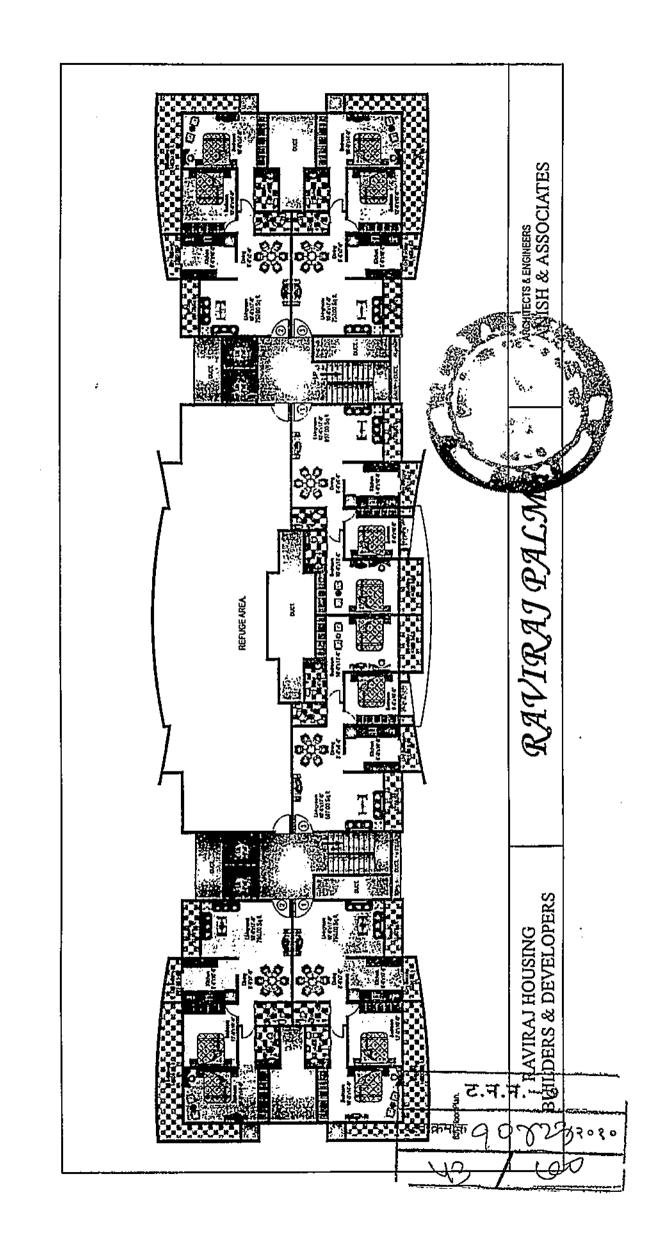
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मिरा- भाईंदर महानगरपा

मुख्य कार्यालय भाईंदर

# MIRA BHAYANDAR MUNICIPAL CORPORATION

्त्य. इंदिरानांधा भयन छत्रमती शिवाली महाराज मार्ग, भाईंदर (प.), ता. जि. डाणे, ४०१ १०१

णा. नं. मनपा /नर/ ४ 722 \0e. 90

## // इमारत पूर्णत्वाचा दाखला //

प्रति, मे. अनिष अंन्ड असो. (या त्तुविशारद) शॉप नं. १ व २, भै.व सृष्टी, तळ मजला १५० फुटी रोड, भाईदर (१.)

> विषय <u>मी ते - नवधर, स.फ्र. ४५२/थे. (जुना), १५२/ये. (नविन) या जागेमधीलक्ष्यक्रिके</u> प्रः तर ४ (विंग ओ, यी) (पार्ट तळ + १४ पार्ट) या इमारतीसाठी इमारत पूर्णत्वःचा दाखला (Building Completion Certificate) मिळणेयावत.

संदर्भ - १ मे. अगिष ॲन्ड असो. यांचा दि.०२/०३/२०१० रोजीचा अर्ज.

- २) मे, अपर जिल्हाधिकारी तथा सक्षम प्राधिकारी नागरी संकुलन ठाण याचे कडील आदेश क्र. यु.एल सी./टिए/डब्ल्यु.एस.एच.एस.-२०/एसआर-९०४, दि.०५/०७/९५ ची मंजूरी व दि.२३/०८/२००६ पर्यंत मुदतवाढ.
- मे. जिल्हायिकारी, ठाणे याचेकडील आदेश क्र. महस्तुल/क-१/टे-७/एनएपी/ रसआर-६५/०४. वि.२८/१०/२००५ ची अकृषिक मंजूरी.
- ४, मिरा गाईंबर भगरपरिषट पत्र क नपा/नर/२४५४/२००८-०१, दि १२/०९/०८ अन्यये सुधारीत नकाशे मजूरीसह पश्चिकाम परवानगी
- ५) मे. अनिष ॲन्ड असो. सांचा दि.०२/०३/२०५० अन्वये इमारत पुर्णत्वाचा दाखला.
- ६। स्ट्रक्चरल इंजिनिअर में. अनिष ॲन्ड असो. यांचा वि ०२/०३/१० अन्वय इमारतीचे बांचकाम तांत्रिकदृष्टका योग्यतेकावता दाखला.
- ७। में. जी.एस. एंटएप्राईजेस यांचे दि.१८/१९/०९ अन्वये हुमारतीच्या प्लंबींग वादतचा दाखला.
- ८) दि.३०/०३/२००७ रोजीचे शपथपत्र.

महोदय,

मिश भाईंदा महानगरपालिका क्षेत्रामधील मीजे - नवधर, स.क. ४५२/पै. (जुना). १५२/पै. (निवन) येथील प्रस्तावीत झारत प्रकार ४ (विंग ओ, बी) (पार्ट तळ + १४ पार्ट) या रचरुपाचे बांधकाम पत्र क्र. मनपा/नर/२४५४/: ००८-००, वि.१२/०९/२००८ अन्वये मंजूर करण्यात आलेल्या सुवारीत नक्षाशा प्रमाणे पुर्ण झाल्या वावतचा दाखला वार सुविशारद मे. अनिष ॲन्ड असी. यांनी सादर केला आहे. इमारतीचे बांधकाम तांत्रिकदृष्ट्या योग्यतेशवतंचा दाखला मे. अनिष ॲन्ड असी. यांनी व इमारतीचे प्लंबीगबाबतचा दाखला मे. जी.एस. एंटरप्राई जेश रांनी सादर केला आहे.

1 Complimon Cirt.(Le)10

ट.न.न.-७ दस्त क्रमांक 9000 /२०३६

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ब्रुध्यंनी : २८१९२८२८/२८१९३०२८/ २८१८११८३/ २८१८१३५३/ २८१४५९८५

# मिरा-भाईंदर महानगरपालिका

मुख्य कार्यालय भाईदर

# MIRA BHAYANDAR MUNICIPAL CORPORATION

रव. इंदिरागांधी भवन छन्नपती शिवाणी महाराज मार्ग, भाईंदर (प.), ता. जि. ठाणे, ४०१ १०१

जा. नं. मन्या /मर ४५२३/०६-१०.

हिनांक <u>24 | 03 | 2000</u>

यार व संदर्भ क्र. ४ मधील अटीशतींच्या व संदर्भ क्र. ८ अन्वयेच्या शपथपत्राप्रगाणेची पूर्तता करण्याच्या अटीवर र से व रालील अटीच्या अधिन राहुन या विषयांकित इमारत प्रकार ४ (विंग ओ, बी) (पार्ट तळ ÷ १४ पार्ट) साती इमा त पूर्णत्वाचा दाखला (Building Completion Cerficate) देण्यात येत आहे.

#### अटीशर्ती --

व) सदरचा दाखला ा १मा त पूर्णत्याःचा दाखला असून भोगवाटा दाखला नाही.

२) भोगवटा दाखला बेणपूर्वी आगस्यक असणा-या सर्व संबंधित विमागाच्या परवानग्या / नाह सादरं करणे आव यक उन्हें.

 अग्निशामक विगा गकडीः। नाहरकत दाखल्यामधील अटीशतींचे पालन करणे आपण् राहिल.

४) आपण सादर केले त्था शाथपत्राचे गालन करणे आपणावर वंधनकारक राहिल.

(y) बांघकाम प्रारंभपन्न मधील । आपण सादर केलेल्या शपथपत्राप्रमाणे सर्व वावींची पूर्तहीं करून व दाखला घेणे आभावर व मकारक राहिल.

६) मा. जिल्हाधिकारी टाणे । ांचेकडील अकृषिक परवानगीच्या आदेशामधील अटीशतींचीं सूर्ते आपणावर बंधनका क राहिल.

मुख्य कार्यालय माईदर्.

मिरा भाईदर महानगरपालिका

१) अतिक्रमण िम्माः

र) कर विभाग

ट.न.न.-७ दस्त क्रमांक/

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BALL THE FRIBILITA HARRIER

पावती

*Origina।* नोंदणी ३९ =

Regn. 39 M

पायती क्र. : 3253

यावाचे नव

दिनांक 07/04/2008

दरतऐव जा वा उ नुक्रमांक

टनन4 - 03253 -2008

दस्ता ऐव गांधा प्रत्नार

मुखस्यार नामः

सादर करणा ११चे ।।व: ने. रविराज हाँसिंग (प्रेन्स सिटी) जॉईन्ट वेचर कर्म रविद्र शंकर सावत

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आपणास हः दक्ष विजे 7:19PM ह्या वेळेस मिळेल

न्त्. प्रयास विश्वीपर

**षद्धे थ. प्र** 

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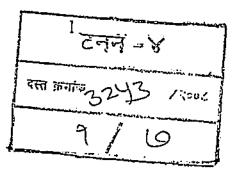
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THIS POWER OF ATTORNEY is made and entered in total at Thane on this 5 h Day of APRIL 2008 BETWEEN TOTAL APRIL 2008



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180 STAMP DUTY MAHARASHTI

TO ALI TO WHOM THESE PRESENT SHALL COME we M/S. RAVRAJ HOUSING (PRINCE CITY), through Mr. Ravindra Shanker Sewant a joint venture firm having its address at A/101, Radherum in Apartment, Bapu Bagve Marg, Dahisar (w), Mumbai- 400068 hereinafter referred to as the "THE EXECUTANTS" DO SEND GREETINGS.

And whereas we are developing under a name and style of M/S. RAVIRAJ HOUSING (PRINCE CITY), immovable property bearing Old 3. No. 452, New S. No. 152, H. No. part. of Village- Navglar, Taluka & Dist- Thane. Build known, as "RAVIRAJ PALMS" by constructing thereon the housing complex.

whereas we are desirous of selling the shops premises In the said housing \*complex to the prospective agreement with such buyers. enter into buyers and to are desirous of pre - occupation, we we tc whereas CONSTITUTED proper person as our and ĭt a appointing ATTORNEY o do requisites acts, deeds, matters and things for execution of agreements and registration thereof.

PRESENTS WITNI SSETH THAT WE THE EXECUTANTS, above named, hereb nominate, constitute and appoint (1) MR. VIJAY GODSE, (2) MR. SUDHAKAR KUMBHAR, (3) MR. PRAVIN SANAS, having Office at Shop. No. 3, Milan Plaza, 90 Feet Road, Bhayan ler (w), Taluka & Dist—Thane - 401101 as our CONSTITUTE TORNEYS to do various acts, deeds, matters and thing i. (1) Say. 4.4.

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देस्त क्रमांच

and thi

(1) To submit and register for us, documents executed by us in four named and on we behalf the Agreements For Sale, Rectification Deeds, Cancellation Deeds, of flats/shops premises in the said housing complex to the prospective buyers.

(2) To lodge for registration before the registering authority the documents which were executed by executants as per the aforesaid authority, and to proceed and complete the execution of registration only, thereof.

(3) We have not any kind of concern with Documents / Agreement For Sale executed by builders.

**(** 

(4) And generally to do all other acts, deeds, matters things which in the opinion of our said attorney, shall be necessary for effective execution and for registration such agreements and doc ments and doc ments

ratify and corfi m all and whatsoever the said attorney shall lawfully do or caus: to be done in the premises by virtue of these presents.

IN WITNESS WHEREOF, we the executants, above named have subscribed we halds to day, at Thane on this 5寸5 Day of こ、可、可以 2003.

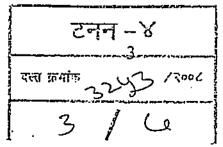
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Bowant

SIGNED, SEALED AND DELIVERED BY with in named "THE EXECUTANTS"

M/S. RAVIRAJ HOUSING (PRINCE CITY)

Through Mr. Rav ndra Shankar Sawant

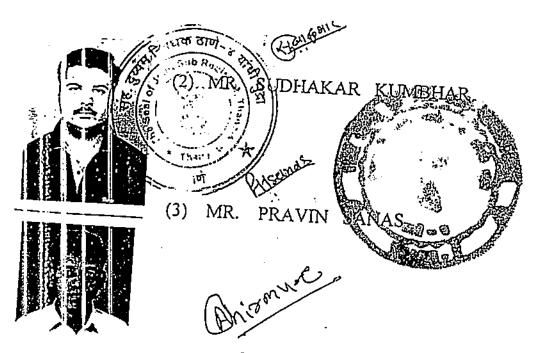


THE PRESENCE OF-

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ا) المالا ACCEPTED. (۱) MR. VIJAY GODSE

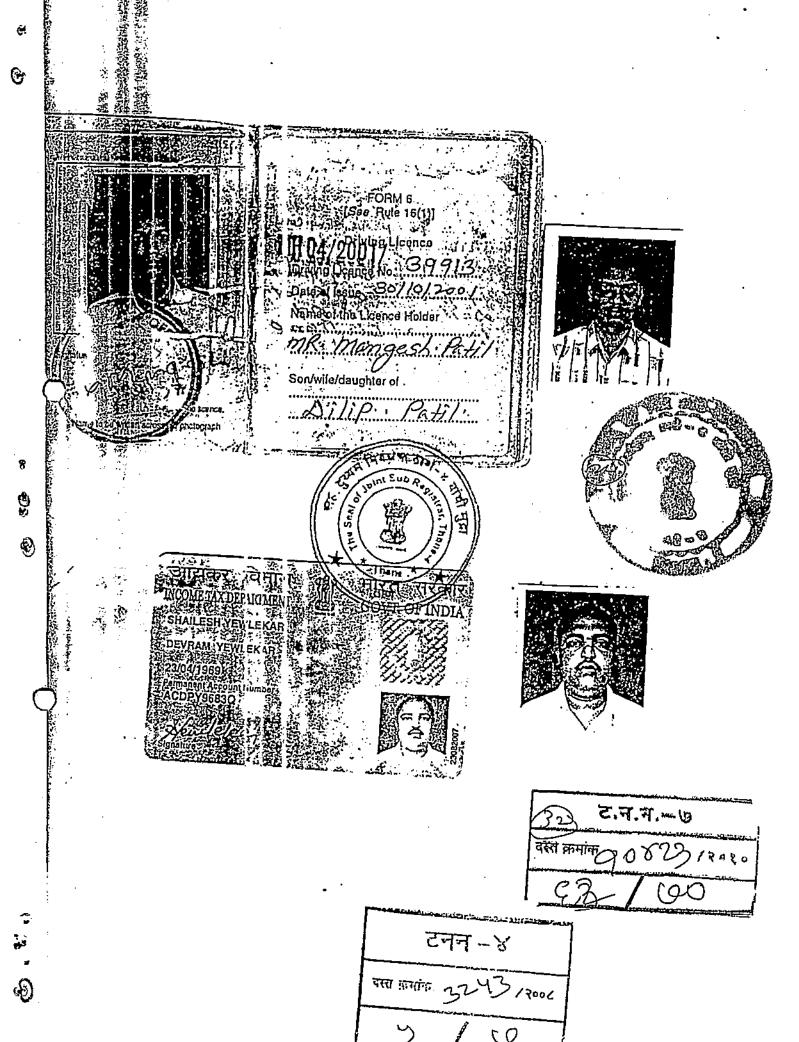


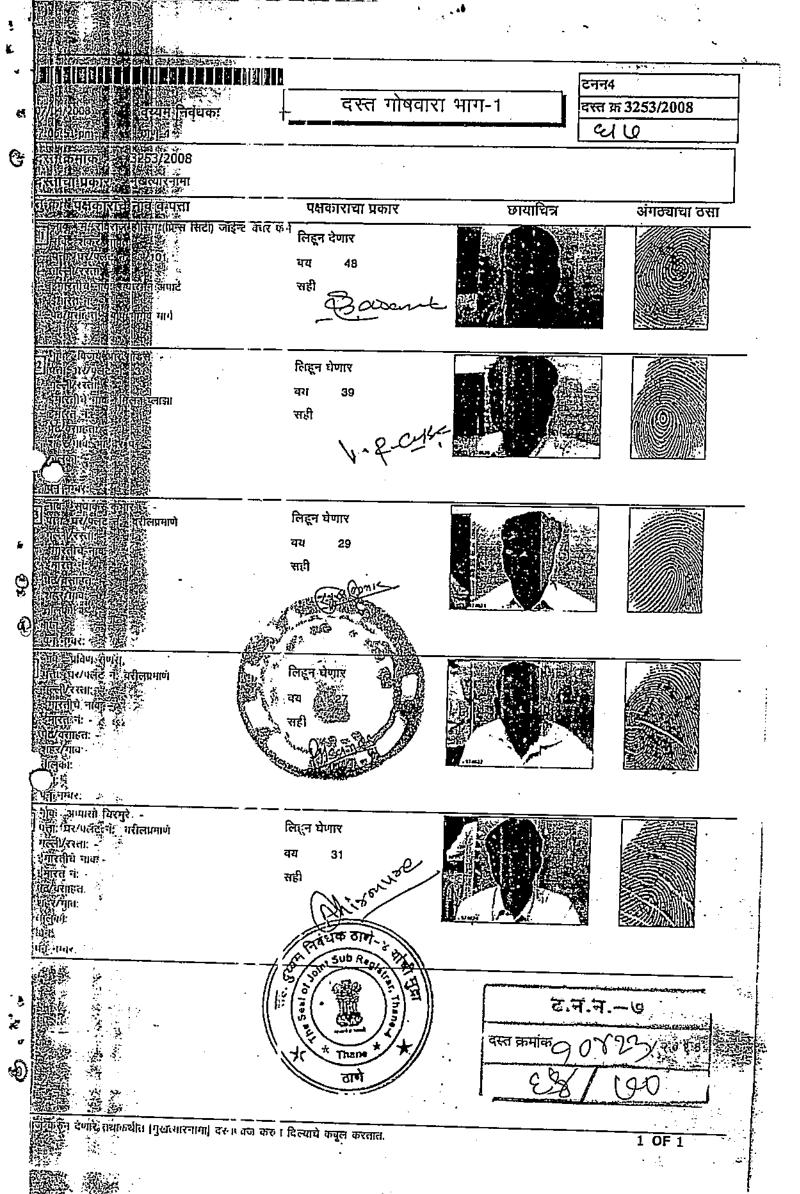
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टनन - १ पत्त क्रमांक 3253/२००८

> ट.स.स.-७ दस्त क्रमांक 90823/२०१३ ६२/७०





दस्त गोषवारा भाग - 2

टनन4

दस्त क्रमांक (3253/2008)

गांव: में. रविराज हीरिंग (प्रिन्स सिटी) जॉईन्ट

विनांक:07/04/2008

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्रीतिहरू । स्थलस्य स्थानिहरू । स्थलस्य

陸順約7/04 · O · C · 5C PM

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दस्ताचा प्रमाहित है। संबद्धारनामा शिक्का क्रीटिंग के हिंदी (सादरीकरण) ०, ०४, २००४ ०६:५० PM शिक्का क्रीटिंग के (फ़ी) 07/04 20:18 ( 7:04 PM शिक्का क्रीटिंग वेळ (क्षेत्रुली) 07/( 4/ 00) 07:06 PM शिक्का क्र. ते हैं। के (ओळख) 07/04, 00: 07:06 PM

दरन नोंद केल्याँझा दिनाक : 07/04 गठ 9.0 :06 PM

वेंचर फर्ग रविंद्र शंकर सावंत

पावसी क्र.:3253

पायसीचे वर्णन

:नोंदणी फी 140 ानकल (अ. ११(१)), पृष्टांकनाची नवकल

(311. 11(2)),

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रुजवात (अ. 12) व छायाचित्रण (अ. 13) >

एकत्रित की

240: एकूण

द. निवंधकांची

क तीन इसम् अस निवंदीत करतात व ! । दः एवज करून देणा सांगु व व्याची आळख:घटवितात

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पील्ब ।

त करणेत येते की या दस्तामध्ये .....पाने आहेत.

पुस्तक क्रमांक.....

सह. दुय्यम तिबिधक तारीख....०...माहेप्रिप्रेल्..सन २००८

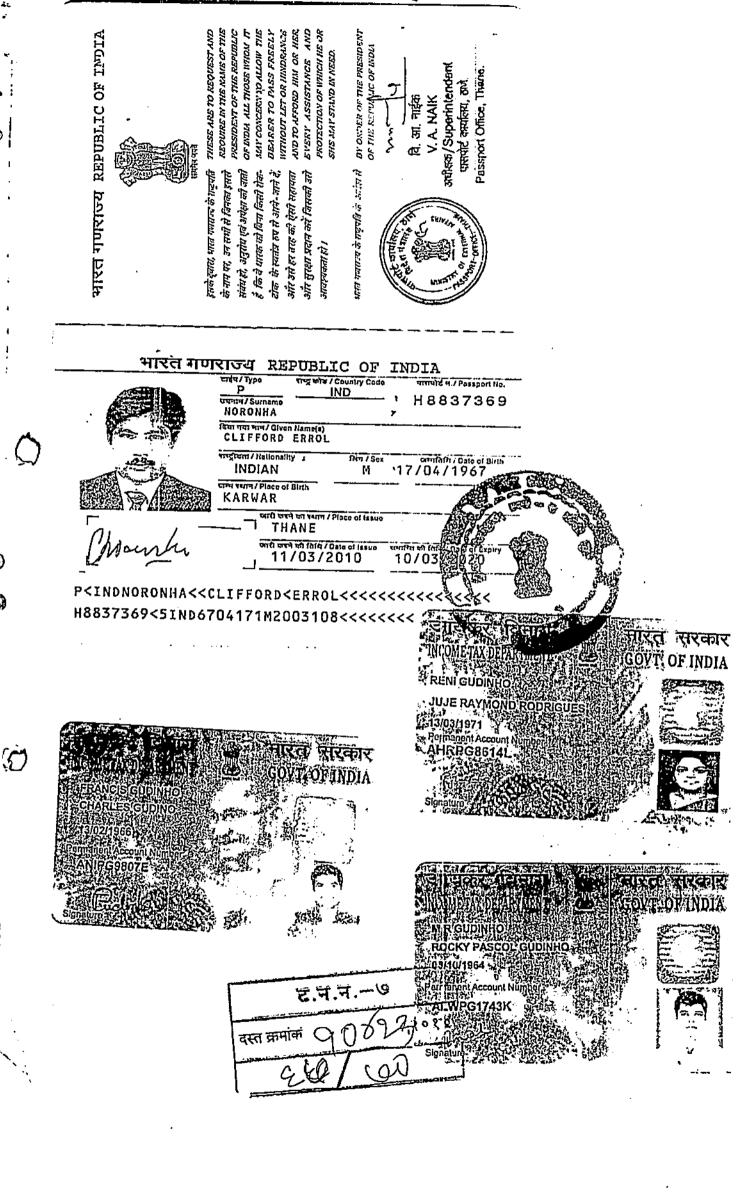
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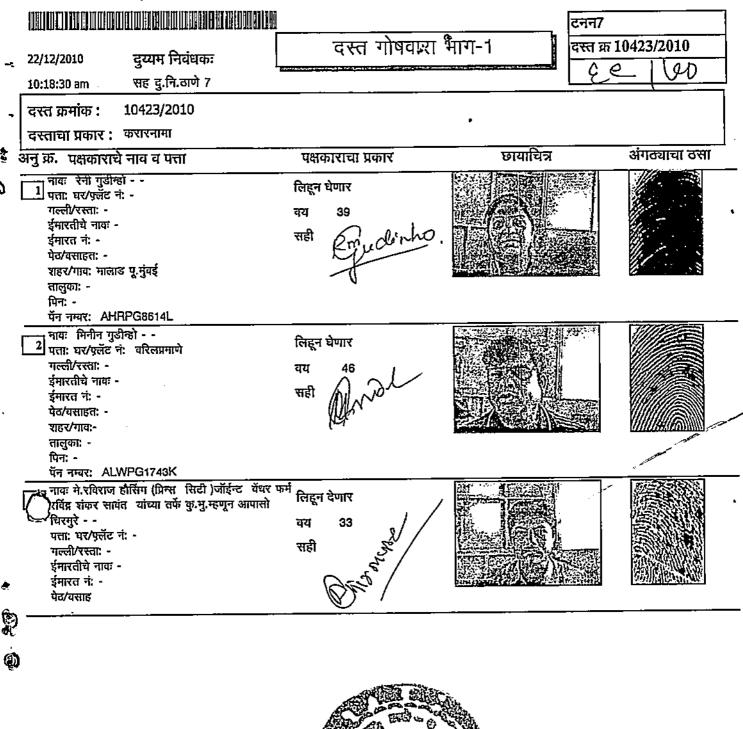
कुलमुखत्यारपत्रघारकांचे नाव व सही

ट.न.न.-७ दस्त क्रमांक 90 Y2S /२०१० ६५ / ७०



खाणी कर. ७

2010 दुल्यांकनाचे वर्ष ठाणे जिल्हा 100-मौजे [गांव ] नवघर क्रमांक 11 (मिरा भाईंदर महानगरपालीका) प्रमुख मुल्य विभाग 11/40-व्ही) भ्-विभाग नवघर गावाच्या दक्षिण हद्दीपासून त्या गावातील सर्व मिळकती :🐧 मुल्य विभाग Navi Mumbai/Thane/Kalyan/Dombivali/Ulhasnagari/Mira Bhaindar नागरी क्षेत्राचे नांव सर्व्हे नंबर-152 सर्व्हें नंबर वाजार मूल्य दर तक्त्यानुसार जमिनीचा दर औद्योगीक दुकाने कार्यालय निवासी सदनिका खुली जमीन 33800.00 47000.00 33800.00 27100.00 8600.00 1-आर सी सी बांधकामाचे वर्गीकरण 74.72 मिळकतीचे क्षेत्र निवासी सदनिका मिन्स्कतीचा वापर आहे उद्ववाहन सुविधा बांधीव मिंळकतीचा प्रकार 1 相關 表 वांधकामाचा दर 0 TO 2 मिळकतीचे वय 11th to 2 मजला वाजार मुल्यदर + घसा-यानुसार नविन् घसा-यानुसार मिळकतीचा प्रति टर मुल्यदर 27100.00 + (100 /100 29810.00 घसा-यानुसार भिळकतीचा प्रति चौ. मीटर मुल्य मुख्य मिळकतीचे मुल्य A) 74.72 29810.00 2227403.20 अंतिम मुल्य दर + तळघराचे मुल्य + पोटमाळ्याचे मुल्य + खुल्या जिमनीवरील वाहन तळाचे मुल्य एकंत्रित अंतिम मुल्य दर = वंदिस्त वाहन तळाचे मुल्य + लगतच्या गञ्जीचे मुल्य + वरील गञ्जीचे मुल्य + इमारती भोवतीच्या खुल्या जागेचे मुल A + B + C + D + E + F + G + H .ळ:साव्य .~ ७ 2227403.20 .00 2227403.20 शह द्यम शिबंधक सग. ॰





दस्तऐवज करुन देणार तथाकथीत (करारनामा) दस्तऐवज करुन दिल्याचे कवूल करतात.

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1 OF 1

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#### दस्त गोषवाद्य भाग - 2

टनन7 दस्त क्रमांक (10423/2010)

दस्त क्र. [टनन7-10423-2010] चा गोयवारा

वाजार मुल्य :2227500 मोवदला 4900000 भरलेले मुद्रांक शुल्क : 276600

दस्त हजर केल्याचा दिनांक :22/12/2010 10:11 AM

निप्पादनाचा दिनांक : 22/12/2010 दस्त हजर करणा-याची सही :

Prodinto

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/12/2010 10:11 AM

शिक्का क्र. 2 ची वेळ : (फ़ी) 22/12/2010 10:17 AM शिक्का क्र. 3 ची वेळ : (क्युली) 22/12/2010 10:18 AM शिक्का क्र. 4 ची वेळ : (ओळख) 22/12/2010 10:18 AM

दस्त नोंद केल्याचा दिनांक : 22/12/2010 10:18

पावती क्र.:10421

दिनांक:22/12/2010

पावतीचे वर्णन

नांव: रेनी गुडीन्हो -

30000 :नोंदणी फी

1400 :नवकल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

31400: एकूण

दु. नियंघकाची सही, सह दु.नि.ठाणे 7

ओळख :

खालील इसम असे निवेदीत करतात की,

व त्यांची ओळख पटवितात.

1) फ्रान्सीस गुडीन्हो- - ,धर/फ़लॅट न

गुल्ली/रस्ताः -

ईमारतीचे नावः -

ईमारत नः -पेठ/वसाहतः -

शहर/गाव: मालाङ पु.मुंबई

तालुकाः -

पिनः -

2) सी. न-होना- - ,घर/फ़्लॅट नं: -

गल्ली/रस्ताः -ईमारतीचे नावः -

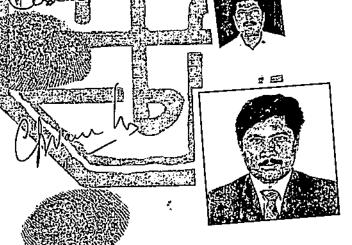
ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव: मिरारोड पू.

तालुका: ठाणे

पिन: -



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दु, निवंधकाची सही सह दु.नि.ठाणे 7

भ्रम्तिविष्ठं करणेत येते को या दस्तामध्ये एकृण

**ं** ० पने आहेरा

सर दय्यम निवंधक राज-५



भुत्तक क्रमांक. ..१.-चे .... ....१०-४-२.-३ क्रमांकावर नोंदला

सह. दुव्यभ निवंधक ठाणे क. ७ वारीख.. २२... माहे. १२... . सन २०१६

1 of 1