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2/9/2002



VISHWAROOP APARTMENT

Garibachawada, Mahatma Phule Road, Dombivli (West)

AGREEMENT FOR SALE

of Flats
BETWEEN

M/S. VISHWAROOP DEVELOPERS

Sai Pratik Building, 2nd Floor, Vijay Co-op Hsg. Society Ltd., plot No. 33,
Near Saibaba Temple, Navapada, Dombivli (West)

THE BUILDER

AND

MR/MRS SANGEETA RATESH KHALITE

PURCHASER

ARCHITECT

M/s. Rachana Arch
202, Shridhar Apartment
Maulana Azad Road,
Dombivli (E)

R. C. C.

Mr. Pankaj Kulkarni
Dombivli (E)

LEGAL ADVISOR

S. V. TARTE
ADVOCATE & NOTARY
Vaibhav Building,
Manpada Road,
Kasturi Plaza, Dombivli (E)



VISHWAROOP DEVELOPERS

Creating Landmarks

2, Blue Nile CHS. Opp. Hindustan Bank, M. Phule Road, Dombivli (West) 421 202. Tel. : 2499480

Ref

To,
IDBI LTD.
Anmol House Naupada
Thane(W).
Sub: Permission to Mortgage Etc.
Dear Sir,

Recd on
30/12/2014
d

Date : 30/12/14

This is to confirm that we have sold **Shop No. A2 & A3** in the building called **Vishwaroop Apartment** situated at **Near Mangalya Complex, Mahatma Phule Road, Garibacha Wada, Dombivli(W)** to **Mrs. Sangeeta Rajesh Khalate** for a total consideration of Rs. **11,86,000** and Rs. **1,81,000** respectively under an agreement dated **12th May 2014** and **2nd January 2002** respectively.

We confirm that we have obtained necessary permission/s plan approval/s no. **213-40 dated 25th August 2000** sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as said shop as well as the said building and the land appurtenant thereto are not subject to any encumbrance, charge or liability of any kind whatsoever and that the entire property is free and marketable.

We have clear legal and marketable title to the said property and every part thereof.

We have no objection to your giving a loan to the above buyer/s and his/her/their mortgaging the said shop with you by way of security for repayment, not withstanding anything to the contrary in the said agreement.

We undertake that in the event of cancellation/termination of the said agreement for sale the entire amount including principal, interest and other dues of the financial instruction shall be refunded by us within 15 days of the cancellation/termination of the said agreement for sale.

We also undertake to inform and give proper notice to the co-operative housing society as and when informed, about the shop being so mortgaged.

Yours faithfully,

For Vishwaroop Developers
Authorized Signatory.

Proprietor



Rs. Fourteen thousand four hundred only

PROPER OFFICER
COLLECTOR OF STAMPS
THANE

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Survey No. : 67
Hissa No. : 1
Village : Gaodevi
Area of Plot/Shop : 160 Sq. Ft.
Agreement Value Rs. : 181000/-
Market Value Rs. : 180800/-
Stamp Duty Rs. : 14480/-
Pages : -

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Dombivli
on this 2 day of January 2002.

BETWEEN

MR
B. K. Khatke

M/S. VISHWAROOP DEVELOPERS a Proprietary firm of Mr. Narhari Balu Patil having its office at Sai Pratik Building, 2nd Floor, Vijay Co-operative Housing Society Ltd., Plot No. 33, Near Saibaba Temple, Navapada, Dombivli (West), Taluka Kalyan, Dist. Thane, hereinafter referred to as "**THE BUILDER**" (which expression shall unless repugnant to the context or meaning thereof mean and include his legal heirs, successors, administrators and assigns) of the ONE PART.

AND

MR./MRS. Sangeeta Rajesh Khatke
aged 31 years
Occupation Housewife residing at Bali Vihary
Phase B, 1 Ground floor corner

hereinafter referred to as "**THE FLAT/SHOP PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, administrators and assigns) of the OTHER PART.

Mrs
S. Khatke

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WHEREAS by Power of Attorney dt. 03/08/2000 given by Mr. Ratan Baburao Patil & Others, the owners of the property described in the schedule hereunder written (therein called the Vendors of the one part) the Builder of the other part, the Vendors have given for development and the Builder has agreed for the same of an immovable property being piece or parcel of land bearing Old Bhumapan Kramank 157 & New Bhumapan Kramank 67, Upvibhag Kramank 1, admeasuring 1720 Sq.Mtrs. of Mouje Gaodevi, Taluka Kalyan, Dist. Thane and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "The Said Property").

AND WHEREAS as such the Builder has proposed to construct on the said property a new multistoried buildings of Ground floor level and Four Upper floors (hereinafter referred to as "the said building").

AND WHEREAS the Builder has entered into a standard agreement with an Architect Mr. R.C. Modak (M/s. Rachana Shilp) registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; the Builder has appointed a structural Engineer for the preparation of the structural design and drawing of the buildings and the Builder accepts the professional supervision of the Architect and the structural Engineer till completion of the Building.

AND WHEREAS by virtue the Builder alone has the sole and exclusive right to sell the Flat/Shop in the said building to be constructed by the builder on the said land and to enter into agreement/s with the purchasers of the Flat/Shop and to receive the sale price in the respect thereof,

AND WHEREAS as demanded by the Flat/Shop purchaser, the builder has given inspection to the Flat/Shop Purchaser of all the documents of title relating to the said land, the said construction permission and the plans, designs and specifications prepared by the

MR. B. K. Khatke

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Builder's Architect and of such other documents as are specified under the Maharashtra Ownership Flat/Shop (Regulation of the Promotion of Construction, sale, management and transfer) Act 1963 (hereinafter referred to as "the said Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of Title issued by Mr. S.V. Tarte Advocate & Notary of the Builder and copies of property card or extract of Village Forms VI or VII and all other relevant revenue record showing the nature of the title of the Builder to the said land on which the Flat/Shop are constructed and the copies of the plans and specification of the Flat/Shop agreed to be purchased by the Flat/Shop Purchaser approved by the Kalyan Dombivli Municipal Corporation have been annexed hereto and marked Annexure 'A' respectively.

AND WHEREAS the builder has got approved from the Kalyan Dombivli Municipal Corporation the plans, the specifications, elevations, sections and details of the said building vide their No. KDMC/NRV/BP/DOM/213-40 dt. 25/08/2000.

AND WHEREAS while sanctioning the said plans Kalyan Dombivli Municipal Corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder while developing the said land and the said building and upon observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the Kalyan Dombivli Municipal Corporation.

AND WHEREAS the builder has accordingly commenced construction of the said building/s in accordance with the said plans and specification approved by the Kalyan Dombivli Municipal Corporation.

AND WHEREAS the Flat/Shop Purchaser applied to the builder for allotment of the Flat/Shop No. A/3 on Ground floor, admeasuring 160 sq.ft. built-up area in building known as

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"VISHWAROOP APARTMENT" situated at Garibachawada, Mahatma Phule Road, Dombivli (West), Taluka Kalyan, Dist Thane for the sale price in the manner hereinafter appearing.

AND WHEREAS under section 4 of the Maharashtra Ownership Flat/Shop Act 1965 the builder is required to execute a written agreement for sale of said Flat/Shop to the Flat/Shop Purchase, to bring in fact there presents and also to register said agreement under the Registration Act.

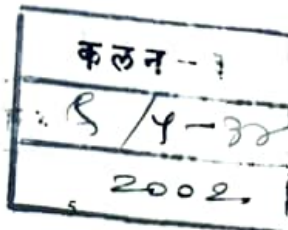
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The builder shall construct the said building/s consisting of ground and Three upper floors on the said land in accordance with the plans designs, specifications approved by the Kalyan Dombivli Municipal Corporation and which have been seen and approved by the Flat/Shop Purchaser with only such variations and modifications as the builder may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them provided that the builder shall have to obtain prior consent in writing of the Flat/Shop Purchaser in respect of such variations or modifications which may adversely affect the Flat/Shop of the purchaser.

The Flat/Shop Purchaser hereby agrees to purchase from the builder and the builder hereby agrees to sell to the Flat/Shop Purchaser a Flat/Shop bearing No. A/13, admeasuring 160 sq.ft. Built-up area on Ground floor as shown in the floor plan thereof hereto annexed in the building known as "VISHWAROOP APARTMENT" situated at Devichapada, Dombvli (West) hereinafter referred as "the Flat/Shop") for the price of Rs. 1,81,000/- (Rupees One Lakh Eighty One thousand Rupees only /-only) including proportionate price of the common area and facilities appurtenant to the premises the



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nature extent and description of the common areas and facilities which are more particularly described in the Schedule hereunder written.

3. The Flat/Shop Purchaser agrees to pay the consideration of the Flat/Shop viz the sum of Rs. 181000 /- (Rupees One Lakh eighty One Thousand only) only) to the Builder in the following manners :-

15% on booking of the Flat/Shop	Rs. <u>25000/-</u> /-
10% on completion of plinth	Rs. _____ /-
8% on completion of 1 st slab	Rs. _____ /-
8% on completion of 2 nd slab	Rs. _____ /-
8% on completion of 3 rd slab	Rs. _____ /-
8% on Completion of 4 th slab	Rs. _____ /-
10% on Completion of brick work	Rs. _____ /-
18% on fitting of Doors & Windows and completing Internal & External Plaster	Rs. _____ /-
10% on tiles & sanitary fitting completion of plumbing work	Rs. _____ /-
5% at the time of possession	Rs. <u>156000/-</u> /-
====	Rs. <u>181000/-</u> /-
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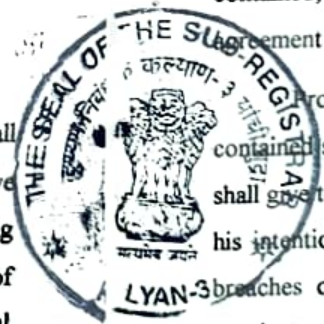
4. The builder hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Shop to the Flat/Shop Purchaser obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat/Shop.

5. The builder hereby declares that the Floor space Index available in respect of the said land is 1720 sq.mtrs. and that no part of the said floor space index has been utilised by the Builder elsewhere for any purpose whatsoever. In case while developing the said land the builder has

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utilised any floor space index of any other land or property by way of floating floor, space index, then the particulars of such floor space index shall be disclosed by the builder to the Flat/Shop Purchaser. The residential F.A.R. (F.S.I) in the plot or the lay out not consumed will be available to the builder till the transfer of plot in the name of society to be formed.

6. The Flat/Shop purchaser agrees to pay to the builder interest at 18% per annum on all the amounts which become due and payable by the Flat/Shop Purchaser to the builder under the terms of this agreement from the date the said amount is payable by the Flat/Shop Purchaser to the builder.

7. On the Flat/Shop Purchaser committing default in payment on due date of any amount due and payable by the Flat/Shop Purchaser to the builder under this Agreement subject to what has been stated in para 3 above and lapse of a reasonable time thereby without any remedy of the 18% p.a. (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat/Shop Purchaser committing breach of any of the terms and conditions herein contained, the builder shall be entitled at his own option to terminate his



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

Provided further that upon termination of this Agreement as aforesaid, the Builders shall refund to the Flat/Shop purchase the instalments of sale price of the Flat/Shop paid by the Flat/Shop Purchaser to the Builder, but the Builder shall not be liable to pay to the Flat/Shop Purchaser interest on the amount so refunded and upon termination of

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this agreement on refund of aforesaid amount by the Builder. The Builder, shall be at liberty to dispose of and sell the Flat/Shop to such person and at such price as the Builder may in his absolute discretion think fit.

8. The Builders have obtained the necessary permission from Kalyan Dombivli Municipal Corporation and have utilised the floor space index allowed by the said Kalyan Dombivli Municipal Corporation. However the Builder are absolutely entitled to consume the floor space index increased if any at any time hereinafter till the execution of the transfer of nominal membership in favour of the society formed of all prospective purchasers. In such case the purchaser herein shall not raise any objection if the Builders will approve the revised plans and will erect/construct the additional F.S.I, as per their own sweet will. On the contrary the Purchaser herein has given deemed consent for such additional alteration which the Builders may approve from the concerned competent authority and/or from the Kalyan Dombivli Municipal Corporation.

9. The fixtures, fittings and amenities to be provided by the Builder in the said building and the Flat/Shop are those that are set out in Annexure hereto.

10. The builder shall give possession of the Flat/Shop to the Flat/Shop Purchaser on or before _____. If the builder fails or neglects to give possession of the Flat/Shop to the Flat/Shop Purchaser on account of reasons beyond his control and of his agents as per the provisions of section 8 of Maharashtra Ownership Flat/Shop Act, by the aforesaid date or dates prescribed in section 8 of the said Act, then builder shall be liable on demand to refund to the Flat/Shop Purchaser the amount already received by him in respect of the Flat/Shop with simple interest at nine per cent per annum from the date the builder received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the builder to the Flat/Shop purchaser

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that shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flat/Shop are situated.

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

- i) non-availability of steel, cement, other building material, water or electric supply;
- ii) war, civil commotion or act of God;
- iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

11. The Flat/Shop Purchaser shall use the Flat/Shop or any part thereof or permit the same to be used either for purpose of residence only. The Flat/Shop Purchaser shall also deposit with the Builder the following amounts.

1.	Rs. 1, 500/-	For Legal Charges
	Rs. 260/-	For share money, application entrance fee of the society
	Rs. 2,500/-	For formation and registration of the society
4.	Rs. 3,500/-	For proportionate share of and other charges
8.	Rs. 14,500/-	For electric charges
	<u>Rs. 22,260/-</u>	TOTAL

12. The builder shall utilise the sum of Rs.1,500/- (Rupees One thousand five hundred only) paid by the Flat/Shop Purchaser to the Builder for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/Advocates of the Builder in connection with formation of the said society preparing its rules, regulation and bye-laws and the cost of preparing and engrossing this agreement.

Handwritten signature: B. K. Halati

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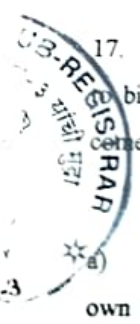
13. The Builder shall maintain a separate account in respect of sums received by the Flat/Shop Purchaser as advance of deposit, sums received on account of share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.

14. The Flat/Shop Purchaser alongwith other purchasers of Flat/Shop in the building shall join in forming and registering the society to be known as **"VISHWAROOP APARTMENT"** and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of this Society and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign, and return to the promoter within 8 days of the same being forwarded by the builder to register the organisation of the Flat/Shop Purchaser so as to enable builder to register the organisation of the Flat/Shop Purchaser under section 10 of the said Act within the time limit prescribed by the rule 8 of the Maharashtra Ownership Flat/Shop (regulation of the promotion of Construction, sale Management, and transfer) Rules, 1964. No Objection shall be taken by the Flat/Shop Purchaser if any changes or modification are made in the draft bye-laws as may be required by the registrar of Co-operative Societies or any other competent Authority.

15. Commencing a week after notice in writing is given by the builder to the Flat/Shop Purchaser that the Flat/Shop is ready for use and occupation, the Flat/Shop Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor areas of the Flat/Shop) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concern local authority and/or Government Water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and the building/s. Until the society is formed and the said land and building/s transferred to it, the Flat/Shop Purchaser shall pay the

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17. The Flat/Shop Purchaser shall bind all persons who are bound by the deed here...

To maintain the premises in good and proper repair and possession of the premises, the Flat/Shop Purchaser shall be done anything which may be necessary or required by the Regulation or Bye-laws of the Society or any other authority. change or make any improvement in the premises is situated...

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builder such proportionate share of outgoings as may be determined. The Flat/Shop Purchaser further agrees that till the Flat/Shop Purchaser's share is so determined the Flat/Shop Purchaser shall pay to the builder provisional monthly contributions of Rs.250/- per month towards the outgoings. The amounts so paid by the Flat/Shop Purchaser to the builder shall not carry any interest and remain with the builder until a conveyance is executed in favour of the society as aforesaid. Subject to the provisions of section 6 of other said Act, on such conveyance be executed, till the aforesaid deposits (less deduction provided for this Agreement) shall be paid over by the builder to the society as monthly contribution and such proportionate share of outgoings shall be paid regularly on the 5th day of each and every month in advance by the Flat/Shop Purchaser and shall not withhold the same for any reason whatsoever.

16. At the time of Registration the Flat/Shop purchaser shall pay to the builder the Flat/Shop purchaser's share of stamp duty and registration charges payable, if any, by the said society on the conveyance or instrument of transfer in respect of the said land and the building to be executed in favour of the society.

17. The Flat/Shop Purchaser/s for himself/themselves with intention to bind all persons into whatsoever hands the Flat/Shop premises may come doth hereby covenant with the Developers as follows:

a) To maintain the Flat/Shop premises at the Flat/Shop purchaser's own cost in good tenable repair condition and from the date the possession of the Flat/Shop premises is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Shop premises is situated, staircase or any passage which may be against the Rules, Regulation or Bye-laws of concerned local or any other authority or change or make addition in or to the building in which the Flat/Shop premises is situated and the Flat/Shop premises itself or any part thereof.



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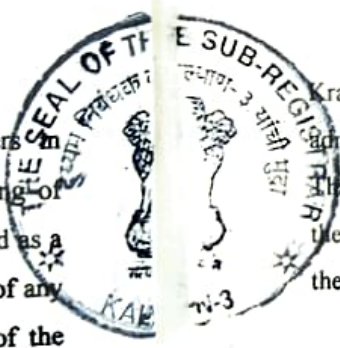
builder shall present this
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21. All notices to be served on the Flat/Shop purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Flat/Shop purchaser by the registered post A.D/ under Certificate of posting at his/her address specified above.

22. This agreement shall always subject to the provisions of the Maharashtra Ownership of Flat/Shop Act (Mah Act No. xv of 1963) and the rules made thereunder.

23. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacento terrace Flat/Shop in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Flat/Shop. The terrace Flat/Shop shall not be closed the Flat/Shop purchaser.

SCHEDULE OF THE PROPERTY



ALL that piece and parcel of land bearing Old Bhumapan Kramank 157 & New Bhumapan Kramank 67, Upvibhag Kramank 1, measuring 1720 Sq.Mtrs. of Mouje Gaodevi, Taluka Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation within the Registration District Thane and Sub-Registration District Kalyan or thereabouts together with structure thereon and bounded as follows :-

- On or towards East : Property of Sai Sandesh Society.
- On or towards West : Property of Mr. Yashwant Mhatre.
- On or towards North : Property of Mr. Raghunath H. Patil
- On or towards South : Road.

MRS. Bhalate

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

SIGNED, SEALED AND DELIVERED BY
the withinnamed "BUILDER"

M/S. VISHWAROOP DEVELOPERS

a Proprietary firm of

Mr. Narhari Balu Patil

in the presence of RAJESH. P. IVAIR

1. [Signature]



SIGNED, SEALED AND DELIVERED BY }
the withinnamed "FLAT/SHOP PURCHASER/S }

Mr. ~~SRI~~ Sangeeta R. Khelate

~~SMT.~~ _____

in the presence of _____

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RECEIPT

Received of and from the Flat/Shop purchaser Mr. Sangeeta R. Khelate an amount of Rs. 25000/- (Rupees Twenty five Thousand only) by following cash/cheque towards sale price of the part/full payment paid by the Flat/Shop purchaser to the builder.

Cash/Cheque No.	Date	Bank/Branch	Amount
		United Western Bank Ltd	25000/-

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I SAY RECEIVED RS. 25000/-

WITNESS :

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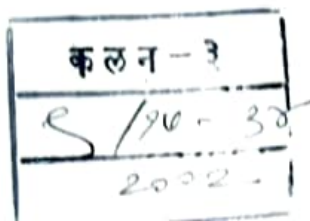
AMENITIES

1. Building will be R.C.C. framed building.
2. Underground Water Tank will be of R.C.C. and overhead water tank will be synthetic /R.C.C. with electrical pumpset and pump room.
3. External walls 9" thick cement block or brick walls, all internal walls 4 1/2" thick.
4. All internal walls will be plastered with Cement and Neeru polish.
5. All external surface will have sand face plaster with cement cover.
6. All room will have grey mosaic tiles flooring with skirting.
7. Bathroom will have Tander flooring and 4'-0" high white glazed dado.
8. W.C. flooring will be white glazed tile and 1'6" high white glazed dado.
9. Kitchen platform and sink will have one piece kadappa and paniara and 1" - 6" high glazed tiles dado above platform.
10. Loft over bathroom and W.C.
11. One R.C.C. loft in Kitchen.
12. Main entrance door shutters will be of S.W. Panelled Shutter with S.W. frame and other all doors will be of Nova Teak Wood with french polish on all sides and with fittings like peephole, safety chain, letter slit and night latch.
13. All windows will be of Aluminium sliding.
14. One wash basin of standard size in 18" x 12" .
15. Water supply
One tap in Bathroom, one in W.C., one tap in wash basin and one tap in kitchen sink.

16. Electricity

Place Domestic Point	Light	Plug	Fan
	Point	Point	Point
Living Room 1	1	1	1
Bed Room -	1	1	1
Kitchen 1	1	1	1
Bathroom/W.C. -	1	-	1
Bell -	1	-	-
Balcony			

17. 2" x 3" Kadappa Path shall be fixed at the entrance door.
18. Doors, Windows will be oil painted.
19. Internal Walls and Ceiling shall be pointed with white Wash Paint.
20. Building will be painted from outside with Cement paint.
21. If the Flat/Shop purchaser/s requires any changes or extra amenities in the above shall be borne by the purchaser and changes should be intimated before the construction.



TITLE CERTIFICATE

PROPERTY - ALL that piece and parcel of land bear Old Bhumapan Kramank 157 & New Bhumapan Kramank 67, Upvibhag Kramank 1, admeasuring 1720 Sq.Mtrs. of Mouje Gaodevi, Taluka Kalyan, Dist. Thane within the limits of Kalyan Dombivli Municipal Corporation within the Registration District Thane and Sub-Registration District Kalyan.

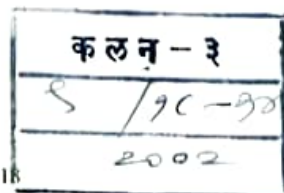
With a view to investigate the title Mr. Ratan Baburao Patil & Others to the above captioned property, Mr. G.H. Jagtap has taken searches and persued the documents of title of the said property. My investigation revealed that the title of Mr. Ratan Baburao Patil & Others to the above described property is free from any encumbrances, clear and marketable.

Under the circumstances, therefore in my opinion Mr. Ratan Baburao Patil & Others holds a clear and marketable title without any encumbrance.

Dated : 30/1/2001


(S.V. TARTE)

Advocate & Notary



SEARCH REPORT

PROPERTY : All that piece and parcel of land bearing Survey No. 67, Hissa No. 1, & New Bhumanpan Kramank 67, vibhag Kramank 1, area admeasuring 1720 sq.mts of Mouje odevi, Taluka Kalyan, Dist. Thane, and within the limits of Kalyan Dombivli Municipal Corporation, and within the Registration Dist. Thane, Sub-Registration Dist. Kalyan.

With a view to investigate the title of Mr. Ratan Babu Patil & Others to the above described property. Mr. G.H. Patil has taken searches in the offices of the Sub-Registrar Kalyan for past 30 years i.e. from 1972 to 2001, Further I have also perused the documents of title of the said property. On scrutiny of all my detailed report of the same is as



AS PER MUTATION ENTRY 2655:- Previously the said piece of land was belonging to Mr. Gopal Babu Patil, he expired on 10/4/70 leaving behind him following legal heirs
Gangubai Gopal Patil
Ratnu Gopal Patil
Prishna Gopal Patil
Sana Gopal Patil

AS PER MUTATION ENTRY NO. 34 :- Smt. Gangubai Gopal Patil expired somewhat in the year 1973 leaving behind him following legal heirs :-

कलन-३
S/pe-30
2002

कल्याण - डोंबिवली महानगरपालिका, कल्याण



क्रमांक / कडोमपा / नरवि / बांप जिने 293-50

कल्याण - डोंबिवली महानगरपालिका कार्यालय, कल्याण

दिनांक: 24-11-2010

~~श्री श्री रतन बाबू पाटील व इतर यांचे कुमुद धारक मी नरहरी बाबू पाटील~~

~~स. नं. / नविन - ६७, सि. स. नं. - ३३१-१५७, हि. नं. ९~~

~~लॉटनं. - - - - - मोजे - ताव देवी~~

~~संदर्भ : आपला दि. e-99-e1 चा अर्ज~~

~~श्री. अ. स. मोडक~~

वास्तु शिल्पकार यांचे मार्फत सादर केलेला अर्ज.

कलम - ३
९/२५-३४
२००२

महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ चे कलम ४५ अन्वये

स. नं. नविन - ६७, सि. स. नं. - ३३१-१५७, हि. नं. - ९

लॉटनं. - - - - - मोजे - ताव देवी मध्ये - १०२०.००

मि. मुख्यांच्या विकास करावयास मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३ अन्वये बांधकाम करण्यासाठी

लेल्या दि. e-99-e1 च्या अर्जास अनुसरून पुढील शर्तीस अधिन राहून तुमच्या

लकीच्या जागेत हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे तळघर / स्टील्ड, तळमजला, पहिला मजला व दुसरा मजला, तिसरा

मजला, चौथा मजला रक्षणसाठी दुर्काने / अफिस / दबाखाना / हॉस्पिटल / शाळेसाठी / मॅजिज वाडे भिंतीच्या इमारतीच्या

बांधकामा बाबत, बांधकाम परवाना / प्रारंभ पत्र देण्यात येत आहे. इमारतीच्या व जागेच्या मालकी हक्काच्या

दस्तावेजात नोंद घेतल्या जाईल. अटी :-

१. बांधकाम परवानगी दिल्याचे तारखेपासून एक वर्ष पर्यंत वैध असेल. नंतर पुढील वर्षासाठी परवानगीचे नूतनीकरण

मुदत संपणे आधी करणे आवश्यक राहिल. अशा प्रकारचे नूतनीकरण फक्त तीन वर्ष करता येईल. वैध मुदतीत

बांधकाम पूर्ण करणे आवश्यक आहे. नूतनीकरण करतांना किंवा नवीन परवानगी घेतांना त्यावेळी अस्तित्वात

आलेल्या नियमांच्या व नियोजित विकास आराखड्याच्या अनुषंगाने छननी करण्यात येईल.

२. नकाशात रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.

३. मे जिल्हाधिकारी राणे, यांजकडून बांधकाम चालू करावयाचे अगोदर बिनशेती परवानगी घेण्याची जबाबदारी

तुमच्यावर राहिल व बिन शेतीच्या परवानगीची एक सत्य प्रत काम सुरू करावयाचे पधरा (१५) दिवस अगोदर

महानगरपालिकेकडे पाठविणे आवश्यक राहिल.

४. बांधकाम चालू करण्यापूर्वी (७) दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.

५. परवानगी आपल्या मालकाच्या कबजातील जमीनी व्यतीरीत जमीनीवर बांधकाम अगर विकास करण्यास हक्क

देत नाही. (अ) भूखंडाम प्रगत कोणित बांधकाम ज्ञानी.

६. बांधकाम या सोबतच्या मंजूर केलेल्या नकाशा प्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल.

७. जात्या पर्यंत बांधकाम झाल्यानंतर वास्तु शिल्पकाराचे मंजूर नकाशा प्रमाणे बांधकाम केल्या बाबतचे प्रमाणपत्र,

महानगरपालिकेस सादर करण्यात यावे व त्यावर जात्यावरील बांधकाम करावे.

८. प्लॉटचे हद्दीत इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम

करू नये.

९. बांधकामात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये. तसे केल्याचे आढळून आल्यास

सादरची बांधकाम परवानगी रद्द झाली असे समजण्यात येईल.

१०. इमारतीच्या बांधकामाच्या सुरक्षितेची (स्ट्र कचरल सेफ्टी) जबाबदारी सर्वस्वी आपल्या वास्तु शिल्पकार व स्थापत्य

विशारद यांचेवर राहिल.

११. बांधकाम पूर्णतेच्या दाखला वापर परवानगी घेतल्याशिवाय इमारतीचा वापर करू नये. त्यासाठी जागेवर ज्या प्रमाणे

बांधकाम पूर्ण झाले आहे, त्याचा नकाशा वास्तु शिल्पकार व स्थापत्य विशारद यांच्या विहित नमुन्यातील दाखल्यासह

(३ प्रतीत) इतर आवश्यक कागद पत्रासह सादर करण्यात यावा.



१२. बांधकाम चालू करण्यापूर्वी नगर भूमापन अधिकारी / भूमी अभिलेख खात्याकडून जागेची आखणी करून घेण्यात यावी.
१३. नकाशात दाखविलेल्या गाळ्यांच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगी शिवाय बदल करू नये.
१४. नवीन इमारतीस मंजूर नकाशे प्रमाणे सेप्टिक टँक पाहिजे व संडास भविष्य काळात जवळच्या मलनिस्सरण नलिकेस स्वखर्चाने नगर अभियंता यांचे परवानगिने जोडणे आवश्यक राहिल. सेप्टिक टँक विहीरी पासून कमीत कमी ५० फूट अंतरावर असणे आवश्यक आहे.
१५. सांडपाण्याचे व पाणोळ्याचे पाणी महानगरपालिकेच्या गटरांत स्वखर्चाने नगर अभियंता यांच्या पसंती प्रमाणे सोडवे लागेल. सांडपाण्याच्या बाबतीत आरोग्य खात्याचे प्रमाणपत्र असल्या शिवाय वापर परवाना देण्यात येणार नाही.
१६. बांधकामाचे मंटेरीयल रस्त्यावर टकावयाचे झाल्यास महानगरपालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्या करिता नियमाप्रमाणे लागणारी रक्कम (व दंडझाल्यास त्या रक्कमेसहीत) भरावी लागेल.
१७. बांधकामाच्या वेळी निरुपयोगी माल (मंटेरीयल) महानगरपालिका सांगेल त्या ठिकाणी स्वखर्चाने वाहून टाकला पाहिजे.
१८. बांधकामाच्या सभोवताली सोडलेल्या खुल्या जागेत कमीत कमी १) अशोक, २) गुलमोहर, ३) चिंच, ४) निलगिरी, ५) करंज पैकी एकूण दहा झाडे लावून त्यांची जोपासना केली पाहिजे तसेच सद्या अस्तीत्वात असलेली झाडे तोडण्यापूर्वी परवानगी घेणे बंधनकारक आहे.



१९. ✓ नकाशात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेंसाठी / वाणिज्य / शैक्षणिक / औद्योगिक उपयोग करावा.
२०. नागरी जमीन कमाल मर्यादा अधिनियम १९७६ मधील तरतूदी प्रमाणे जागा बांधीत होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
२१. जागेतून किंवा जागेजवळून अतिदाब विद्युतवाहिनी जात असल्यास बांधकाम करण्यापूर्वी संबंधीत खात्याकडून ना हरकत दाखला घेतला पाहिजे.
२२. जाया महामार्ग किंवा रेल्वे मार्गास सन्मुख लागून किंवा जवळ असल्यास संबंधीत खात्याकडून बांधकाम करण्यापूर्वी ना हरकत दाखला घेतला पाहिजे.
२३. बांधकामाकडे किंवा इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम परवानगी नियोजित रस्त्याप्रमाणे दिली असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्यते प्रमाणे केले जाईल व तसा रस्ता होई पावेतो इमारतीकडे जाण्या येण्याच्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
२४. जागेत जुने माडेकरू असल्यास त्यांच्या बाबत योग्य ती व्यवस्था करायची जबाबदारी मालकाची राहिल व माडेकरू यामध्ये कांही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निकारण मालकाने करणे आवश्यक राहिल व त्याबाबतीत महानगरपालिका जबाबदार राहणार नाही.
२५. सदर जागेतून पाण्याच्या नैसर्गिक निचरा होत असल्यास तो इकडील परवानगी शिवाय दळू अथवा बंद करू नये.
२६. सदर प्रकरणी चुकीचीसंपूर्ण माहिती दिली असल्यास सदर बांधकाम परवानगी रद्द करणेत येईल.
२७. सदर जागेत विहीर असल्यास ती इकडील परवानगी शिवाय बुजवू नये.
२८. बांधकाम पूर्ण झाल्यावर पिण्याच्या पाण्याचे कनेक्शन मिळण्याकरिता महानगरपालिकेवर जबाबदारी राहिल किंवा पिण्याच्या पाण्यासाठी महानगरपालिका हमी घेणार नाही.
२९. सदर जागेत बांधकाम करण्याबाबतचा पूर्वीचा परवाना असेल तर ती या व्दारे रद्द झाला असे समजण्यात यावे.
३०. गटराचे व पावसाच्या पाण्याचा निचरा होणेकरिता महानगरपालिकेचा गटरास जोडणेसाठी पक्क्या स्वरूपाची गटार बांधावीत.



३१. बांधकामासाठी व पिण्याच्या पाण्यासाठी नळाचे कनेक्शन मिळणार नाही त्यासाठी बांधकामाचे काम करणे लागेल.
३२. मूखंडसमोरील पक्क्या स्वरूपात तयार केल्याखेरीज जागेवर बांधकामास प्रारंभ करू नये.
३३. बांधकामाबाबतची सर्व माहिती नगर अभियंता यांच्याकडे देण्यात यावी.

बांधकाम परवानगी प्राप्त करून घ्यावी व रद्द करणेसाठी नगर अभियंता यांच्याकडे जावे.

पुस्तक पहाण्याची सही व हुदा देण्याची सही घ्यावी. जागेत बांधकामासाठी नगर अभियंता यांच्याकडे जावे.

रहातीसाठी बांधकामाची सही घ्यावी. जागेत बांधकामासाठी नगर अभियंता यांच्याकडे जावे.

दस्तावेजांची सही घ्यावी. जागेत बांधकामासाठी नगर अभियंता यांच्याकडे जावे.

वि. नं. १) उप - आयुक्त, अनधिकृत बांधकाम विभाग, कल्याण - डोंबिवली महानगरपालिका

प्रत: १) उप - आयुक्त, अनधिकृत बांधकाम विभाग, कल्याण - डोंबिवली महानगरपालिका

२) कर निर्धारक व संकलक, कल्याण - डोंबिवली महानगरपालिका

२०१६-२०१७

नगर अभियंता

कल्याण डोंबिवली महानगरपालिका

वाचले :-

आदेश :-

यानी ठाणे

१५/७/११

चौ.मी.एवढ्या

मिळण्या बाब

दिलेली होती.

जिल्हाधिकारी

याद्वारे, श्री. न

श्री.उत्तम पर

प्रताप परशुरा

यांना कल्याण

१७२०.०० च

चौ.मी.असे ए

शतीवर अनु

नकाशा प्रमाणे

१. एकडीरतींग

२. सेट बँक ए

त्या शती अशा

१. ही परवानग

२. अनुज्ञाप्राप्ती

बांधकामाचा उ

त्या प्रयोजनार्थ

इमारत यांचा

क्र.महसुल.क.१.टे.७.एनएपी.एसआर-९३/२०००
जिल्हाधिकारी कार्यालय ठाणे
दि. १७.१.२००१

- वाचले :- १.श्री..नरहरी बाबू पाटील व इतर रा.डांबवली यांचा दि १८.१०.२००० चा अर्ज
२. तहसिलदार कल्याण यांचा चौकशी अहवाल क्र.जमीनबाव/टे-२/कावि/४४५७/२०००
एसआर-५१/२००० दि.३१.१०.२०००.
३.कल्याण डॉंबिवली महानगरपालिका कल्याण यांचे कडील बांधकाम परवानगी क्र.कडोमपा/
नरवि/बांप/डोंबि/२१३-४० दि.२५.८.२०००
४.उपजिल्हाधिकारी व सक्षम प्राधिकारी,उल्हासनगर नागरी संकुलन ठाणे यांचेकडील आदेश
क्र.युएलसी/युएलएन/६(१)एलएसआर-५०७ ठाकुरी दि.२.५.९१
५.सामान्य शाखा (भूसंपादन विभाग) यांचेकडील पत्र क्र.सामान्य/का-४/टे-३/भूसं/
कावि-२० दि.२२.१२.२०००
६ उप विभागीय अधिकारी, ठाणे विभाग ठाणे यांचे कडील स्थळ पहाणी अहवाल
क्र.टीडी-२/जमीनबाव/स्थनि/एसआर-९३/२००० दि.५.१२.२०००.
७. दैनिक सन्मित्र मध्ये दि.२१.११.२००० रोजी प्रसिध्द केलेला जाहीरनामा

आदेश :-

ज्या अर्थी, श्री..नरहरी बाबू फळील व इतर-७ रा.डोंबिवली ता. कल्याण जि. ठाणे
यानी ठाणे जिल्हयातील कल्याण तालुक्यातील मौजे गांवदेवी येथील स.नं. ६७/१ (जुना स.नं.
१५७/१) क्षेत्र १७२०.०० चौ.मी. मधील आपल्या मालकीच्या जमीनीतील क्षेत्र १७२०.००
चौ.मी.एवढया जागेचा रहिवास व वाणिज्य या बिगरशेतकी प्रयोजनार्थ वापर करण्याची परवानगी
मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थी, दि.२१.११.२००० रोजी दैनिक सन्मित्र या वृत्तपत्रात जाहीरत
दिलेली होती. त्यावर मुदतीत कोणतीही हरकत / तक्रार या कार्यालयाकडे प्राप्त झालेली नाही.

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये
जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्त जिल्हाधिकारी
याद्वारे, श्री..नरहरी बाबू पाटील २) श्री. रतन बाबू पाटील ३) श्रीमती विठाबाई परशुराम पाटील ४)
श्री.उत्तम परशुराम पाटील ५)श्रीमती विद्या परशुराम पाटील ६) श्री. आनंद परशुराम पाटील ७) श्री.
प्रताप परशुराम पाटील ८) श्री. कमलाकर परशुराम पाटील रा.डोंबिवली ता. कल्याण जि. ठाणे
यांना कल्याण तालुक्यातील मौजे गांवदेवी येथील स.नं. ६७/१ (जुना स.नं. १५७/१) क्षेत्र
१७२०.०० चौ.मी. एवढया जमीनीच्या क्षेत्रापैकी रहिवास १४६२.१४ चौ.मी. व वाणिज्य २५७.८६
चौ.मी.असे एकूण १७२०.०० चौ.मी. क्षेत्राची बिगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील
शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून कल्याण डॉंबिवली महानगरपालिके कडील मंजूर
नकाशा प्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञथ नाही.

१. एक्झीस्टिंग रोड एरिया २१६.६२ चौ.मी.
२. सेंट बँक एरिया ३५८.१९ चौ.मी.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाग्राही व्यक्तीने (ग्रॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य
बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल
त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी
इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी

क ल न - ३
९/२०-३१
२००२

[Signature]

२१ अनुज्ञाग्राही यांनी कल्याण डोंबिवली महानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमचे बांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी कल्याण डोंबिवली महानगरपालिका यांचे कडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करुन जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६. चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा बांधकाम दूर करण्यांस पात्र राहिल.

सही/-

(मुकेश खुल्लर)

जिल्हाधिकारी ठाणे

प्रति,

श्री..नरहरी बाबू पाटील व इतर-७

रा.डोंबिवली ता. कल्याण जि. ठाणे



जिल्हाधिकारी ठाणे करिता

