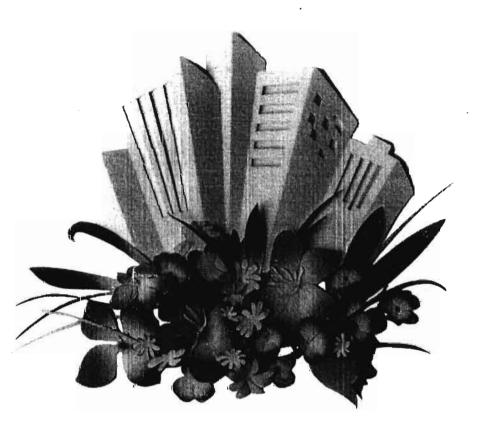
Ramen karo val



AGREEMENT FOR SALE

"SALASAR" BRIJ BHOOMI



Tuesday, February 22, 2005

1:37:39 PM

पावती

Original नोंदणी ३९ म. Regn. 39 M

पावती क्र. : 1048

गावाचे नाव भाईंदर

दिनांक 22/02/2005

दस्तऐवजाचा अनुक्रमांक

टनन7 - 01048 -2005

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव:रमेश आर करवा

नोंदणी फी

15900.00

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

1280.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (64)

एकूण

17180.00

आपणास हा दस्त अंदाजे 1:52PM ह्या वेळेस मिळेल

टाणे ७

बाजार मुल्य: 1050197 रु.

मोबदला: 1590000रु.

भरलेले मुद्रांक शुल्कः 63250 रु.

देयकाचा प्रकार :चलनाने;

चलन क्रमांक: 42; रक्कम: 15900 रू.; दिनांक: 18/02/2005

Designed & developed by C-DAC Pune

SARITA REPORTS VERSION 5 2 8

### SALASAR GOKUL CHS LTD

Regn No TNA/(TNA)/HSG/(TC)/17209/2005-2006/ DT. 21.02.2006 Salasar Brij Bhoomi, Temba Road, Bhayandar (W) 401 101

BILL NO 1341

Date: 01.03.2013

Mr Ramesh Karwa

Flat No

Your Account is debited as under for the month of March 2013.

		<del></del>		
	1	Municipal Taxes		
4	2	General Maintenance & Service Charges	s	2,001
	3	Repairing Fund	212	
de l	4	Parking Charges	-	
	5	Sinking Fund	4	106
201	6	Interest		
	7	Pest Control Charges		85
	8	Others		-
			Total	2,404
		Received as above by cash/ Cheque No   907 29	Outstanding Dues	
		Date: 09/11/2017	Grand Total Rs.	2,404
			© .	100000
•		t should be made within 10 days &	for Salasar Gokul	CHS FIG
objection to bill should be intimated immediately.			SP	
			Hon.Secretary, H	on) Freasurer

पावती

Original/Duplica

नोंदणी क्रं. :39

Regn.:391

Saturday, June 17, 2017 1:23 PM

पावती क्रं.: 1020

दिनांक: 17/06/201

गावाचे नाव: Bhaindar

फाईलिंगचा अनुक्रमांक: THN9-1026-2017

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposite of title Deed

सादर करणाऱ्याचे नाव: SUMAN J SHARMA

**Document Handling** 

रु. 300.0

Filing Fee

रु. 1000.0

रु. 1300.0

सादरकर्ता BANK OF INDIA यांनी यांचेकडून दि. 15/06/2017 रोजी घेतलेल्या रु.50000000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH002379763201718E Defaced vide 0001415252201718 Dated.17/06/2017.

19/06/2017

Note:-Generated Through eSearch Module, For original report please contact concern SRO office. सूची क्र.2

द्य्यम निबंधक : S.R. Thane 9

फाईल क्रमांक : 1026/2017

नोदंणी : Regn:63m

गावाचे (Village Name) : Bhaindar (1) विलेखाचा प्रकार (Title) 6-Notice of intimation regarding mortgage by way of deposit of Title Deed (2) कर्जाची रक्कम (Loan amount) Rs.50000000/-(3) भू-मापन,पोटहिस्सा व 1) Corporation: मिरा-भाईदर मनपा Other details: Building Name: CHAITANYA E घरक्रमांक(असल्यास) BHAYANDER, Flat No:SHOP NO 4, Road:-, Block Sector:-, Landmark:- ( St (Property Description) Number: 252;) 2) Corporation: मिरा-भाईदर मनपा Other details: Building Name:GOKUL CHS BHAYANDER, Flat No:701, Road:-, Block Sector:-, Landmark:- ( Survey Number: 275;-) 3) Corporation: मिरा-भाईदर मनपा Other details: Building Name:HARSH HEiGI BHAYANDER, Flat No:501, Road:-, Block Sector:-, Landmark:- ( Survey Number: 276;) (4) क्षेत्रफळ (Area) 1) Build Area: 34.00 / Open Area: 0 Square Meter 2) Build Area: 920.00 / Op Area: 0 Square Foot 3) Build Area: 930.00 / Open Area: 0 Square Foot (5) कर्ज घेणाऱ्याचे नाव व पत्ता 1) Name: SUMAN J SHARMA Age: 40, Address: Building Name: HARSH (Mortgagor) HEIGHTS BHAYANDER, Floor No:5, Flat No:501, Block Sector:-, Road:-, City:BHAYANDER, State:MAHARASHTRA, District:THANE, Pin:401101 ,P/ APDPS4977E 2) Name: JITENDRA H SHARMA Age: 39, Address: Building Name: HARSE HEIGHTS BHAYANDER, Floor No:5, Flat No:501, Block Sector:-, Road:-, City:BHAYANDER, State:MAHARASHTRA, District:THANE, Pin:401101, PA AEEPS5136F 3) Name: RAMESH R KARWA Age: 45, Address: Building Name: GOKUL C BHAYANDER, Floor No:7, Flat No:701, Block Sector:-, Road:-, City:BHAYANDER, State:MAHARASHTRA, District:THANE, Pin:401101, PA AEEPK8137Q (6) कर्ज देणाऱ्याचे नाव व पत्ता Bank Name: BANK OF INDIA Address: MANDVI (MVI) (Mortgagee) (7) गहाण / कर्जाचा दिनांक (Date of 15/06/2017 Mortgage) (8) नोटीस फाईल केल्याचा दिनांक (Date 17/06/2017 of filing)

1026/2017

(10) मुद्रांक शुल्क (Stamp Duty)

Rs.100500/-

(11) फायलींग शुल्क (Filing Amount)

Rs.1300/-

(12) Date of submission

15/06/2017

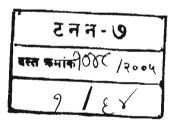
(13) शेरा (Remark)

(बि. जि. नवुना क. १) (Fin. R. Form No. 1) RECEIPT FOR PAYMENT TO GOVERNMENT Cashier or Accoun

## AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Bhayandar, this 16th day <u>feb</u> of the Christian Year Two Thousand .fix.e., by an between M/S. SALASAR DEVELOPERS, a partnership firm constituted under the provisions of The Indian Partnership Act. 1932, having its principal place of business at Salasar Towers (W), Dig Thane, 401 101, hereing to the take of brevity referred to as "This previty referred to as "TRE PROMOTERS" (which e repugnant to the context and deem mean and include the and meaning thereo ie said 📹 n, their survivor or surviv said firm, the partne administrators and assigns) of De their respective legi STAMP DUTY MAHARASHTRA

ONE PART



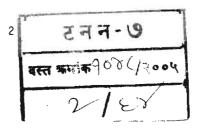
MR. RAMESH R. KARWA having his/her/their address at E/202, Walchand Plaza, Geeta Nagas, Opp Kapol Wadi, Bhayandaz (W.) Dist: Thane.

hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context and meaning thereof would mean and deem to mean and include his/her/their legal heirs, executors, administrators and assigns) of the OTHER PART.

#### WHEREAS:

- a) The term Purchaser shall denote and cannote both genders, masculine and feminine as well as singular number and plural numbers.
- b) The firm of Promoters herein, consists of 2 nos partners viz:- Shri Manharlal B Mehta & Shri Ramprasad S Agarwal and 3 others as partners.
- c) The partners of the firm of Promoters have acquired eight sets of properties by separate agreements, which are more particularly described in eight groups described separately, in the Schedule written hereunder, all situate at, being and lying at Revenue Bhayandar, Taluka & District Thane, and all eight groups are (hereinafter collectively referred to as "The Said Entire Lands"), in the manner as stated hereunder:-
- i) By virtue of an agreement dated 14th September 1994, made executed by the owner Shri Gaurishankar G Todi, a land bearing Old Survey No. 678, New Survey No. 275 His al. 3.2.2017, Idmeasuring 1,343 sq.yards, i.e. equivalent to 1,1100 i.m. is. the lead of written hereunder;
- ii) By virtue of an agreement dated 131 Cctober 1274, nade and executed by the owners, Shi Cwarkanath Mhatre & 27 thers, a land bearing Old Survey No.678, New Survey No. 275, Hisa No.2, (PT) admeasuring 1,914 sq. yards, i.e. equit en 200 sq.metres or thereabout, and which is more particularly described Secondly in the Schedule written hereunder;
- iii) By virtue of an agreement dated 17th November 1993, made and executed by the owners Shri Anil Rakvi & 6 others, 50% undivided rights in respect of land bearing (1) Old Survey No. 679, New Survey No. 274, Hissa No.7-A, admeasuring 6,195.28 sq. yards, i.e. equivalents





to 5,180 sq. meters or thereabout, (2) Old Survey No. 680 New Survey No. 271, Hissa No.3, admeasuring 418.60 sq yards i.e. equivalent to 350 sq. metres or thereabout (3) Old survey No. 679, New Survey No. 274, Hissa No.3, admeasuring 10,931 sq. yards or thereabout (4) Old Survey No. 679, New Survey No. 274, Hissa No.6, admeasuring 4,353.44 sq. yards i.e. equivalent to 3,640 sq. meters or thereabout, (5) Old Survey No. 678, New Survey No. 275, Hissa No. 3, admeasuring 9,603.44 sq. yards i.e. equivalent to 8,030 sq. meters or thereabout & (6) Old survey No. 677, New Survey No. 277, Hissa No. 7-C, admeasuring 2,236.52 sq. yards i.e. equivalent to 1,870 sq. meters or thereabout, and which are more particularly described **Thirdly** in the Schedule written hereunder;

- iv) By virtue of an agreement dated 17th November 1993, made and executed by one Smt. Laxmibai S Rakvi & 14 others, the remaining 50% undivided rights in respect of properties, which are more particularly described **Thirdly** in the Schedule written hereunder.
- v) By and vide a Deed of Exchange made executed by the owner Shri Pandurang N Kini, a land Old Survey No, 678, New Survey No. 275, Hissa No.1, admeasuring 1,779 sq. yards, i.e. equivalent to 1,470 sq. meters or thereabout and which is more particularly described **Fourthly** in the Schedule written hereunder;
- vi) By virtue of an agreement dated 10th June 1994, made and executed by the owners Smt. Nalini Yashwant Kini & 2 others, a land bearing Old Survey No. 678, New Survey No. 275, Hissa No.6, admeasuring 1,244 sq.yards, i.e. equivalent to 1,040 sq. meters or thereabout, and which is more particularly described **Fifthly** in the Schedule written hereunder;
- vii) By virtue of an agreement dated 28th 1970 1994, made and executed by Shri Dilip S Shah & Sman and who se the last of the assignees of the original owners, Mrs.Rita J Discoul & others, a land bearing Old Survey N & B, New 1970 1999, No. 3 pills a No.6, admeasuring 1,698 sq. yards, it equivalent to 1,420 sq. meters or thereabout. Fifthly and which is more particularly described Sixthly in the Schedule written here under:
- viii) By virtue of an agreement dated 5th July 06 are and excuted by the owners Shri Jaywant Mhatre & Others in favour of Shri Manharlal B Mehta, a land bearing Old Suvey No. 679 New Survey No. 274, Hissa No.1, admeasuring 2,511 sq. yards, i.e. equivalent to 2,100 sq. meters or thereabout, and which is more particularly described Seventhly in the Schedule writter hereunder.

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- By virtue of an agreement dated 11th February 1994, made and excuted by the owners Shri Nandkumar M Papaiya & other, a land bearing Old Survey No. 679, New Survey No. 274, Hissa No 5, admeasuring 1,566.79 sq. yards i.e. equivalent to 1,310 sq. meters or thereabout, and which is more particularly described **Eighthly** in the Schedule written hereunder conferring upon various rights, powers and privileges, which are more particularly described in the said writings and have also handedover the quiet, vacant, peaceful and actual and physical possession of the respective properties in favour of the Promoters and the said Shri Manharlal B Mehta.
  - e) The said Shri Manharlal Mehta, in consideration of allotment of development rights in his personal name, of 2 nos buildings to be constructed on the Said Entire Lands, has, irrevocably released, relinquished and also merged whatever his rights, interests, claims and benefits in respect of the land which is more particularly described Seventhly in the Schedule written hereunder in the firm of Promoters herein.
  - f) For the facts and circumstances mentioned hereinabove, the firm of Promoters herein, become entitled to the Said Entire Lands.
  - g) The Promoters have amalgamated all the abovesaid lands and submitted a layout of the Said Entire Lands.
  - h) The local development authority, viz:- Mira Bhayandar Municipal Corporation by and and vide its order bearing No. MBMNP/NR/578/3211/02-03, dated 24/06/2002, has sanctioned layout of the Said Entire Lands and also the development plan of the Said Entire Lands, (hereinafter referred to as "Said Sanctioned Plan"), which is as per the copy of the same an excellent to and in pursuant thereto, Mira Bhayandar My, cips reorporation has by and vide its order bearing No. MNP/N 1/275/1398/2003-2004 dated 28/05/2003 has issued the Comment than Certain ate in respect of the development work to be carried dut of the distinct Entire Lands which is as per the copy of the same annivated hereto.
  - i) The competent authority under The Mchardshtra Land Revenue Code by and vide its order bearing No. EN DIV/T-1/NAP/SR-132/2002, dated 10/04/2003 has granted the necessary permission for the non-agricultural use of the Said Entire Lands, which is as per the copy of the said order annexed hereto.

j) The competent authority under The Urban Land (Ceiling & Regulations) Act 1976, has vide its separate orders, has granted

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the necessary permission for the development of the various lands covered under the Said Entire Lands., subject to certain conditions which are more particularly described in the said orders, which are as per the copies of the same annexed hereto.

- k) The Promoters intend to carry out a scheme of development of the Said Entire Lands, of an housing complex, in the name and style as "Salasar's Brij Bhoomi" (hereinafter referred to as "The Said Complex"), which shall consists of several buildings.
- I) As per the Said Sanctioned Plan, there shall be 23 Nos buildings to be constructed on the Said Entire Lands, consisting of residencial and commercial premises.
- . m) Out of the total 23 nos buildings to be constructed on the Said Entire Lands, 6 (Six) nos buildings shall be presently known as under :-

Building No.	Name "GOKUL" — Bldg. No. 7. Barsana
. 3	Nandgaon
4	Vrindavan
7)& 8	Gokul

and all the aforesaid buildings are collectively referred to as "The Said Buildings".

- n) The Promoters have specifically informed the Purchaser and the Purchaser do hereby confirm, admit and acknowledge that he is fully aware of the fact that as per the scheme of development of the Said Complex by the Promoters, there shall be various common amenities to be provided. The promoters and further confirm unchacknowledges that such common amenities are only presented one and discretically and the Promoters shall provide the same, without any line limit or binding and also at their sole discretion and further that it shall be always incubent on the part of the fromoters in their sole discretion to vary or amend or cancel or unitual all or any of the common amenities without assigning any reasons of any incimation or information to the Purchaser.
- o) The Promoters have also specifically informed the Purchaser and the Purchaser do hereby confirm, admit and acknowledge that he is fully aware of the file that Plamoters have appointed.

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other developers to carry out of some of the buildings of aid 23 nos buildinas.

- The Purchaser further admits, confirms and acknowledges p) that he is also fully aware of the fact that on account of the fact of amalagamation of the various properties as aforesaid, the buildings to be constructed thereon, shall be constructed not exactly as per original locations of the respective properties/lands.
- The Promoters herein declare and state that all the abovesaid Agreements, Power of Attorneys are still valid, legal, subsisting, in full force and binding by and between the parties thereto.
- As per the terms and conditions of the agreements as recited hreinabove, and the power attorney executed in favour of the Promoters or its nominees as aforesaid, the Promoters are entitled to sell the premises of the Said Buildings in favour of prospective purchasers on what is known as "OWNERSHIP BASIS" and enter into agreements with them and receive considerations receivable thereon directly.
- s) The Promoters have already commenced development and construction of the Said Building one of Said Building which is presently known as " $\underline{GOKUL}$ " (hereinafter referred to as "The Said Building") and forming part of the Said Complex, as per sanctioned plan.
- The copy of Title Certificate issued by the Promoter's Advocate Shri P.Hari, Advocate, High Court, Mumb hereto and marked as ANNEXURE 7/12 extracts of the Said Entire Lands, including the landon the Said Building is to constructed is annexed he as ANNEXURE
- The Promoters have appointed qualifie Engineers M/s.Dilip Sanghvi & Associates, construction work of the Said Buildings.
- $\vee$ ) Before signing of these presents, the Purchaser has demanded from the **Promoters** and the **Promoters** have offered to the Purchaser for inspection, the Exemption Order, N.A. Orders, ULC Orders, 7/12 Extracts of the Said Entire Lands and also approved plan, designs and specifications prepared by the Promoters' Architect, as specified under the relevant provisions of The Maharashtra Ownership Flats (Regulation of the Prompton of Construction, Sale, Management and Transfer) Act 1963 वस्त क्रमांकी 000

Rules made thereunder.

- w) All agreements, power of attorneys, records including the Title Certificate, showing the nature of title of **Said Entire Lands** and also the Said Building and the also of **Promoters** to the development rights of the Said Buildings and the copies of the plans and specifications of the premises agreed to be purchased by the **Purchaser** and approved by the Mira Bhayandar Municipal Corporation and other Competent Authorities, have been inspected by the **Purchaser** to his fullest satisfaction.
- x) Before, execution of these presents, the Purchaser has made a declaration that neither he himself nor anyone of his family owns a tenement/house/flat/shop nor land within 8 kilo meters peripheral area of Thane Agglomeration.
- y) The Purchaser has applied to the Promoters for allotment and based on the declarations as aforesaid, the Promoters have agreed to allot to the **Purchaser** a Flat No.  $\frac{701}{100}$  on the  $\frac{7^{Th}}{100}$  floor, in the wing "-" of the **Said Building** known as " $\frac{70KUL}{100}$ ", consisting of Two Room /Three Room and Kitchen (hereinafter referred to as "THE SAID PREMISES"), and forming part of the **Said Complex**, on the terms and conditions, appearing hereinafter:-

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

- The **Promoters** are constructing the **Said Building** known as "<u>GOKUL</u>", of stilt plus Seven nos floors, to be constructed on the **Said Entire Lands** in accordance with and as per the plans and specifications which have been kept at the building site for the inspection and the **Purchaser** confirms, admits, and acknoweldges that he has seen and approved the same and **Walley** evocably agreed by the **Purchaser** that the **Vinces** mich make such variations and modifications therein as may be required to be one by the Government, Local Authorists or any seer authorities or bodies or the Promoters itself.
- O2. The **Purchaser** has prior to the execution of this agreement, satisfied himself about the title of the **Said Entire Lands** and also of the **Said Building** and also of the **Promoters** to his said in a rurchaser shall not be entitled to further investigate the title of the **Said Entire Lands** and also the **Said Building** and also of the **Promoters** and no requisitions or objections of whatsoever nature shall be raised, on any matters relating thereto.

103. The **Purchaser** hereby agrees to appring, Fig. No. <u>701</u> on the <u>7<sup>th</sup></u> floor, in the Wing <u>1--" having a carpet</u> area of

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ea of

420 sq. Feet/85-50 sq. meters. (including are of balcony and proportionate area of common space) of the Said Building i.e the building which is presently known as "GOKUL" consisting of Three Rooms & One Kitchen, as per the plans and specifications seen and approved by the Purchaser, for a lumpsum consideration of Rs. 15,90000 /- /-(Rupees Fixteen Lacs Ninety Thousand Only) which shall be paid by the Purchaser to the Promoters, in the manner mentioned herebelow:

1]	Rs/-	On or before execution of these presents as and by way of token/ earnest money.
2]	Rs/-	At Plinth .
3]	Rs/-	casting of 1st slab .
4]	Rs/-	casting of 2nd slab .
5]	Rs/-	casting of 3rd slab .
6]	Rs/-	casting of 4th slab
7]	-Rs/-	casting of 5th slab. Zनन-9
8]	Rs/-	casting of 6th slab.
9]	Rs/-	casting of 7th slab .
10]	Rs/-	casting of 8th Slab .
11]	Rs/-	casting of brick work.
12]	Rs/-	casting of the least of the casting of the least of the l
13]	Rs/-	casing of a figoring/filling
14]	Rs/-	The alance amount of the consideration, onlyweak paore the delivery of parabola of the Said Premises.

15,90,000 Rupees Fifteen Lacs Ninety Thousa

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- 04. The Purchaser shall pay the aforesaid amounts on the respective due dates to the **Promoters**, without any delay or default, as the time in respect of each of such payments as provided hereinabove. is "AN ESSENCE OF THE CONTRACT" and any delay in making payments as aforesaid shall automatically make or render this agreement null and void and/or terminated and upon such termination, the **Promoters** shall refund whatever sums paid by the Purchaser under these presents, without interest after the Said **Premises** is re-sold to any third party and after the **Promoters** have then received the considerations from such re-sale. The **Promoters** shall be entitled to deduct therefrom an amount equal to 15% of the total consideration payable hereunder and such other amounts by way of loss or outgoings, if any, sustained by the Promoters. The **Promoters** are not bound or liable to give any notice to the **Purchaser**, requiring such payments and failure thereof, shall not be pleaded as an excuse for non payment of any amounts as provided herein on the respective due dates.
- 05. Subject to however, without prejudice to any of the right, privileges and covenants under these presents, the **Promoters** may in their sole discretion, accept the defaulted installments along with interest at the rate of 21% p.a. from the due date of payment, till the actual date of payment.
- The **Promoters** agree to handover the possess 06. to the Purchaser by the end of the m provided on the same being ready for and decipoation the Promoters have by then received the full consideration of the subject to Said Premises as provided herein an availability of cement, steel or any other building materials a subject to any acts of God, such as earth ke, floo natural calamities, acts of enemity, war, civil concauses/factors/circumstances which are beyond the control of the Promoters or any orders of the Central Govt., State Govt. authorities or any other authorities or bodies and/or delay in a self in a self in the sel Completion Certificate and Occupation Certificate दस्त क्रमांकी हे हिंदी र वाज्य Building by the concerned authorities.
- O7. Subject however, it is agreed by and between the parties that in case, for whatever reasons, the **Promoters** are not in a position to handover the possession of the **Said Premises** to the **Purchaser** within abovesaid period or the mutually extended period and in such event, the **Purchaser** shall be entitled to terminate this agreement and upon such termination, the **Promoters** shall refund to the **Purchaser** whatever sums paid by the **Purchaser** to the **Promoters**

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under these presents, along with interest at the rate of 9% p.a.

- O8. The **Purchaser** shall have no claim or rights save and except and only to the extend in respect of the **Said Premises** hereby agreed to be acquired, that is to say, all the areas of open spaces, parking places, stilts, lobbies, staircases, lifts, terraces etc. if and whenever provided and will remain the properties of the Promoters, till such time, Said Building and portion of the land covered thereof or the entire buildings of the Said Complex and /or the whole property and the entire buildings of the Said Complex, as the case may be, is/are transferred and conveyed to the proposed Co.-Op. Hsg. Society or a Limited Company or the Apex Society which shall be formed of the buildings of the **Said Complex**, as the case may be, as provided hereunder, but subject to the rights of the **Purchaser** as provided herein.
- O9. It is further expressly and specifically understood by and and between the parties that nothing contained in these presents, shall be construed as conferring in favour of the **Purchaser** any rights, title or interest in any manner, whatsoever into acover the portion of land covered under the Said Sowingter any so thereof or of the **Said Premises**. Such conference shall take place only on the execution of conveyance of a Said Souling in a start of the co.op.hsg. society or Itd. company that tay be formed of the purchasers of the premises a the **Said to sing**, in the manner as provided hereunder.
- 10. Upon the Purchaser taking posses ion of the sold Premises, he shall not have any claim whatsoever nature against the Promoters as regards the nature of fixtures, fittings, and any other amenities to be provided in the Said Premises and also the Said Building and the Said Complex which are set -out hereunder or the quality of the building materials used in the construction of the Said Premises and also the Said Building or the delay in giving possession or otherwise howsoever.
- of the Said Premises and Said Building is conveyed to the purchasers of the premises officially, or to the co.op. hsg. society or td. company, as the case may be, to make additions, or put up additional structures or storeyes as may be permitted by the local municipal corporation of the Said Entire Land, including the use of T.D.R or Floating F.S.I and other competent authorities and such additional structures and storeyes will be the sole property the said Promoters, who shall alone be entitled to dispose off, the same in

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any manner or any terms and conditions as they may in their sole discretion deem fit and proper and the **Purchaser** do hereby irrevocably accords his consent to the same, provided the same does not in any way affect or prejudice the rights hereby agreed to be granted in favour of the **Purchaser** in respect of the **Said Premises**.

- It is further agreed and acknowledged by the **Purchaser** that he is fully aware of the fact that it is explicitly made clear by the Promoters that neither the Purchaser himself nor the co.op. hsg. soc. or Itd. company or the body of the purchasers of the premises of the Said Building shall not be entitled to assign any right of way or access to any adjacent land or lands out of and/or from any portion of the land covered under the Said Building or out of the Said Entire Lands, for whatever reasons and under any circumstances.
- 13. Subject to the rights of the **Purchaser** hereunder, the **Promoters** shall be at liberty to sell, assign or otherwise deal with, dispose off their rights, title and interest in the **Said Bullding** already constructed and hereinafter to be constructed thereon, either in full and/or part or portion thereof and raise or borrow money against the security of the **Said Building**, from time to time
- 14. It is expressly agreed by and be area of stilt, if provided, and the coe of Said Building parapet wall of the Said Building 📆 🖥 ways b g to the romoters and they shall be entitled to deal with or dispose off the to ne in any manner as they deem fit and stopper. In case, the Promoters are in position to obtain permission ee or of the open the concerned authority, for enclosing of the space and in such event, the **Promoters** shall be entitled to dispose off, such erected structure or the open space to anyone and upon such assignment thereof, the purchaser thereof, shall be entitled to use, occupy and deal with the same exclusively and the co.op hsg.society or Itd company which shall be formed of the purchasers of the premises of the Said Building shall admit such purshasers of the open or enclosed stilt/terrace space as members of the sociation

or Itd company, as the case may be, without raising any objection or collecting any amounts save and except share money and admission fees.

1.5. Under no circumstances, the possession of the Said Premises shall be given by the Promoters to the Purchaser, unless and until all the payments required to be made under this agreement by the Purchaser has been made to the Promoters and all the obligations hereunder are complied with, by the Purchaser

- Building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or commercial user or any other use as may be permitted by the local authority in that behalf and the Purchaser individually or the co.op. hsg. society or Ltd Company that may formed, shall not raise any objection whatsoever nature in respect of the matters/issues in this regard.
- 17. The Promoters shall, in respect of any amounts to be received from the Purchaser under the terms and conditions of this agreement, have first and paramount lien and charge on the Said Premises agreed to be acquired by the Purchaser.
- The **Purchaser** hereby agrees to contribute to his proportionate share towards the costs, expenses and outgoing in respect of the items specified in Clause No. \_\_\_\_ herein, and also proportion share in respect of maintenance, repairs and up-keep, of various common amenities and facilities to be provided in the Said Complex, as may be determined or decided by the Promoters in its sole discretion, as and when demanded by the **Promoters**.

The Purchaser hereby agrees, undertakes and covenants that in the event of any amount by way of premium or v deposit being payable to the Municipal or any Govt. or any other autorities of bodies or betterment charges or any development taxor any other similar or like tax, levies or payments of similar nature, become/s payable in respect of the Said Premises and the said Building, the same shall be re-imbursed by the Purchaser when demanded, in proportion to the total area of the Sald Building in relation to the Said Premises agreed to be purchased by the Purchaser and in determining such amounts, the decision of the Promoters shall be conclusive, final and binding upon the Purchaser. The term betterment charges so referred to hereinabove shall also include

and mean any escalation and/or increase in the bettermen

Bhayandar Municipal Corporation from time to time.

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- It is expressly and specifically informed by the Promoters to the Purchaser that as per the terms of development of the Said Complex as envisaged by the Promoters, there shall be common access, road, passages, electric, , water lines, and other common amenities and the Purchaser do hereby acknowledge that all such amenities and the common facilities shall be provided by the Promoters at their own sole discretion and further that it shall be incubent on the part of the Promoters to vary or amend or cancel or subsitute such amenities and common facilities in their sole discretion. Accordingly any expenses, charges, costs, incurred in this regard and whatever the expenses in connection with the maiantenance, repair or keep up of the same, if and whenever provided, shall be borne and paid by the Purchaser or the co.op hsg. society or ltd. company, as the case may be, in equal proportion. It shall be incubent on the part of the Promoters to form Apex Co.op Society of the societies of the all the buildings of the Said Complex if permitted or else, an Executive Committee of consisting of two members each from each building of the sail complex, as may be permitted or deemed to be feat regard, and whatever decisions so to now the Promoters of thex Society whenver formed as privated hereunder or the Executive Committee shall be binding on the Parchaser himself and the o.ab. hsg. society or Itd. compnay, as the case may be, to be formed of the purchasers of the premises of the aid Building.
- 22. Any delay or indulgence by the **Promoters** in a following any of the terms of this agreement or any forebearance or giving time to the **Purchaser** for making payments as provided herein, shall not be construed or deemed as a waiver on the part of the **Promoters** of any of the breaches or non compliance of any of the terms and conditions of this agreement by the **Purchaser**, nor shall the same, in any manner, prejudice any of the rights, remedies of the **Promoters** under this agreement.
- 23. The **Promoters** shall be entitled to alter, vary or modify the terms and conditions of this agreement, pertaining to the unsold premises in the **Said Building** of which the **Said Premises** forms, part and the **Purchaser** shall have no right whatsoever to require the enforcement thereof or any of them, any time. The **Purchaser** herein do hereby admit, confirm and acknowledge such rights of the **Promoters** in this regards.

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charges or any other charges of similar nature levied by the Mira Bhayandar Municipal Corporation from time to time.

- 21. It is expressly and specifically informed by the **Promoters** to the Purchaser that as per the terms of development of the Said Complex as envisaged by the Promoters, there shall be common access, road, passages, electric, , water lines, and other common amenities and the Purchaser do hereby acknowledge that all such amenities and the common facilities shall be provided by the Promoters at their own sole discretion and further that it shall be incubent on the part of the Promoters to vary or amend or cancel or subsitute such amenities and common facilities in their sole discretion. Accordingly any expenses, charges, costs, incurred in this regard and whatever the expenses in connection with the maiantenance, repair or keep up of the same, if and whenever provided, shall be borne and paid by the Purchaser or the co.op hsg. society or ltd. company, as the case may be, in equal proportion. It shall be incubent on the part of the Promoters to form Apex Co.op Society of the societies of the all the buildings of the Said Complex if permitted or else, an Executive Committee of consisting of two members each from each building of the complex be permitted or deemed to be fear E n by the Promoters or regard, and whatever decisions so t Society whenver formed as privated rereunder or the Executi Committee shall be binding on the parchaser himself and the o.co. hsg. society or ltd. compnay, as the case may be, to be formed the purchasers of the premises of the suid Building.
- 22. Any delay or indulgence by the **Promoters** in a folding any of the terms of this agreement or any forebearance or giving time to the **Purchaser** for making payments as provided herein, shall not be construed or deemed as a waiver on the part of the **Promoters** of any of the breaches or non compliance of any of the terms and conditions of this agreement by the **Purchaser**, nor shall the same, in any manner, prejudice any of the rights, remedies of the **Promoters** under this agreement.
- 23. The **Promoters** shall be entitled to alter, vary or modify the terms and conditions of this agreement, pertaining to the unsold premises in the **Said Building** of which the **Said Premises** forms particled the **Purchaser** shall have no right whatsoever to require the enforcement thereof or any of them, any time. The **Purchaser** herein do hereby admit, confirm and acknowledge such rights of the **Promoters** in this regards.

- 24. The **Purchaser**, if he deems fit and proper may insure and keep insured the **Said Premises** against the loss or damage by fire or any other calamities, at his own, cost, expenses and charges.
- 25. The Purchaser himself with intention to bind all persons into whosoever hands the Said Premises may come, doth hereby convenants with the Promoters as follows:-
  - [a] Anything in or to the **Said Building** and the staircases or and passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change, alter or make additions in or to the Said Building or in the **Said Premises** itself or any part thereof.
  - [b] Not to store in the Said Premises, any goods of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or staircase of the Said Building or storing of such goods are objected to by the concerned local or any other authority and shall not carry or cause to be carried, heavy packages in the staircase, common passages or any other structures of the Said Building, including entrances of the Said Building and in case, any damage is caused to the Said Building, on account of negligence or default of the Purchaser in this by tall, the saurch of hall be liable for and make the good the local such damages.
  - [c] To carry at his own cost, all in canal repairs, to the Said Premises in the same condition, state and a derial which they were delivered by the Promoters to the Purchaser and small not do or differ to be done, anything in/or to the Said building of in the Said Plemises which may be forbidden by the rules and equations a bye-laws of the concerned local authority or any public authority. And in the event of the Purchaser committing any acts, omissions in contravention of the above provision, the Purchaser shall be responsible and liable for all the consequences thereof, to the concerned local authority and/or other public authority, as the case may be.
  - [d] Not to demolish or cause to be demolished, the said Premises or any part thereof, nor, at any time make or cause to be made, any addition or alteration in the elevation or outside the dremises and shall keep the portion, sewers, drains, pipes in the Said Premises and appurtenances thereto, in good tenantable repair and condition, and in particular, so as to support, shelter and protect and other parts of the Said Building and shall not chisel or in any



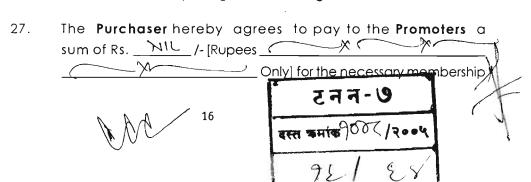
other manner damage the columns, beams, walls, slabs or R. C. C. parts or other structural items in the alterations being carried out by the **Purchaser** in the **Said Premises** (whether such alterations are permitted by the concerned authorities or not), there hall be any damage to the adjoining premises or to the premises situated below or above the **Said Premises** (inclusive of leakage of water and damages to the drains) the **Purchaser** shall at his own cost and expenses repair such damages including recurrences of such damages.

- [e] Not to throw dirty rubbish, rags, garbage or other refuses or permit the same to be thrown from the **Said Premises** in the compound or any portion of the the **Said Building** and the **Said Complex**.
- [f] Pay to the **Promoters** within seven days of demand by the **Promoters**, his share of security deposit as demanded by the concerned local authority or Govt. for giving water, electricity or any other service connections to the **Said Building**.
- [g] To bear and pay, any increase in local taxes, water charges, ground rent, insurance and/or such other levies, taxes if any, which are imposed by the concerned local authority, in and/or other public authority on account of the charge of the order Said Premises by the Purchaser.
- [h] The Purchaser shall not let, sub-let, ansfer, assign or part with, the Purchaser's interest or benefits on this agreement or of the Said Premises or part with the possession of the Said Premises of any part or portion thereof, until, all the dues payable by the Purchaser to the Promoters under these presents, paid and only if the Purchaser has not committed any breach of or non-observance of any of the terms and conditions or obligations/covenants of these presents and until the Purchaser has obtained permission from the Promoters in writing for the above purposes. However such transfer shall be in favour of only the transferees as may be approved by the Promoters.
- [i] The Purchaser shall observe and perform all the rules and regulations which co. op. hsg.soc. or the Ltd.Company, or Apex Co.op Society or the Executive Committee may adopt since its inception and the additions, alterations, or amendments thereof that may be made from time to time for the protection and maintenance of the Sald Building and the premises therein and and also other buildings of the Said Complex and the premises

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thereof, for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being in force, of the concerned local authority and of the Govt. and other public bodies.

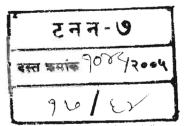
- [j] The **Purchaser** shall also observe and perform all the stipulations and conditions laid down by Promoters or the co.op.hsg.soc.or the ltd. company or the Apex Society or the Executive Committee that may be formed of the societies of all the buildings of the Said Complex to be formed, regarding the occupation and the use of the **Said Premises** in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this agreement.
- [k] Till deed of conveyance of the **Said Building**, is executed or till the possession of the **Said Building** is handed over to the co. op. hsg. soc. or the Itd company, as the case may be, the **Purchaser** shall permit the **Promoters** and their surveyors and agents with or without workmen and others at all reasonable times to enter into the **Said Premises**, in the **Said Building** and the portion of the land covered thereon, or any part or portion thereof, to view and examine, the state and conditions thereof and also to observe and perform all the terms and conditions and covenants to be observed and performed by the **Purchaser** as set out in this Agreement.
- [i] The **Promoters** shall not be esponders in any manner, whatsoever, for the misuse of the unauthorized use of the water supply and or electricity is pay to the **Said Building** and also to the **Said Premises** and/or an admages wased to the vater supply and electricity supply instructions or records etc. and any fine, dues, penalty or damages imposed by the concerned any thorities shall be borne and paid by the **Pramaser** himself and also the **Purchaser** of other premises of the **Said Building** places.
- 26. Letters, receipts and/or notices issued by the **Promoters** dispatched Under Certificate of Posting to the address known to them of the **Purchaser** will be sufficient proof of receipt of the same by the **Purchaser** and shall completely and effectively discharge the **Promoters** their duty, obligation in this regard.



fees and the subscription towards the share capital and the professional fees and out of pocket expenses thereon and further undertakes to be a member of the co.op. hsg. soc. or the Itd. company or Apex Co.op.Society to be formed in the manner hereinafter appearing and also from time to time to sign and execute, the applications for registration and other papers and documents, so necessary for the formation and registration of the co.op. hsg. soc. or the Itd. company, or Apex Society including the bye-laws of the proposed society or the Itd. company duly filled, signed and return the same within ten days of the same being forwarded by the **Promoters** to the **Purchaser**. No objection shall be raised by the **Purchaser** if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-Operative Societies or any other competent authority.

- 28. All costs, charges and expenses in connection with the formation of the co-operative housing society or the association of apartments purchasers as contemplated by the provisions of The Maharashtra Apartment Ownership Act, 1970, including the Apex Society, as the case may be, as well as, the costs of preparation, engrossing, stamping and registering this agreement, Deed of Conveyance and any other documents required to be registered by the Promoters or the Purchaser and the stamp duty and the registration fees and web socuments, transferring out of pocket expenses, in respect of land and/or buildings in favor society or Itd. nce in respecto to Said Building company or of Deed of Con as well as the entire prof dal costs of the advantes of the Promoters in preparing an approving borne and paid by the co op. I uch documents, shall be proportionately by the members of the co-operative hossing society or limited company or such a sartment owners. The **Pomoters** shall not contribute towards any such expenses. The p of such costs, charges and expenses payable by the Purchaser shall be paid by him immediately on demand by the **Promoters**.
- 29. The **Purchaser** shall be bound from time to time, to sign all papers and documents and to do all such acts, deeds and things as the **Promoters** and the said Original Developers may require from him to do, from time to time, for safeguarding the interest of the **Promoters** and of the purchasers of other premises in the **Said Building** and also premises of the other buildings of the **Said Complex**. Failure to comply with the provisions of this clause, will render this agreement ipsofacto void and whatever the earnest money and other money or monies paid by the **Purchaser** shall stand forfeited to the **Promoters**





In case, the **Purchaser** neglects, omits or fails to pay for, any reasons whatsoever to the Promoters, any amount or part thereof, due and payable to the **Promoters**, under the terms and conditions of this agreement [whether before or after delivery of possession] within the time, hereinafter specified or in case, the Purchaser shall in any way fails to perform or observe any of the covenants, obligations and stipulations herein contained or referred to, and in such event, this agreement shall cease and stand terminated auotmatically and the Promoters shall be entitled to re-enter upon and resume possession of the Said Premises and thereupon, the Promoters shall refund to the Purchaser whatever amounts paid by him under these presents and after deducting therefrom a sum equal to the 15% of the total considerations payable. and also any loss, outgoing sustained and/or incurred by the Promoters in respect of the Said Premises without any interest and the same shall paid by the **Promoters** on the re-sale of the **Said Premises** and receipt of the sale considerations. Upon such re-entry by the **Promoters** as aforesaid, this agreement will come to an end and the Purchaser shall cease to be the purchaser of the Said Premises and the Purchaser shall also be liable for immediate ejectment as a trespasser. The **Purchaser** shall thereupon cease to have any right, title or interest or claim of whatsoever nature in respect of the Said Premises.

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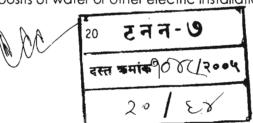
- The Purchaser shall not use the Said Premises or permit the same to be used for any purpose whatsoever, other transfer the purposes for which the Purchaser has sought, while making application for allotment of premises in the Said Buding nor use the Said Pronises in any manner, for any purposes, in his may likely a cause nuisance or annoyance to the or subjects of a premises in the Said Building or to the owners or the or subjects. The neighboring properties nor for any illegal or improval purposes.
- 32. The **Purchaser** will not at any time, remolation or all do be demolished, the **Said Premises** agreed to be purchased by him or any part thereof, nor, will at any time, make or caused to be made, any additions or alterations of whatever nature to the **Said Premises** or any part thereof. The **Promoters** shall not permit the closing of verandas or lounges of balconies or make any alterations in the elevation and the outside colour scheme of the **Said Premises** to be acquired by the **Purchaser**.
- 33. The Said Building shall be known as "\_GOKUL" and the name of the co-operative housing society to be formed, shall, bear the name "GOKUL" CO-OPERATIVE HOUSING SOCIETY LIMITED" and this name shall not be changed with a parties a permission of the Promoters.

- After the Said Building is complete and ready, fit for occupation and after the Society or the Ltd. Company is registered or incorporated and after all the premises of the Said Building have been sold and disposed off by the Promoters and the Promoters have received all the dues payable to them under the terms of the Agreement For Sale from various flat/shop/premises purchasers, the Promoters shall cause the execution of the assignment or conveyance in favour of the co.op. hsg. soc or Itd. company, as the case may be, that may be formed in the manner as provided hereunder.
- 35. In the event of co.op. hsg. society or ltd. company being formed and registered before the sale and disposal by the **Promoters** of all the premises in the **Said Building**, the powers and the authorities of the society to be formed of the **Purchaser** and also purchasers of other premises of the **Said Building**, shall be subject to the over-all authority and control of the **Promoters** or any of the matters concerning the construction of the **Said Premises** and the **Said Building** and completion thereof and all or any amenities pertaining to the same and in particular, the **Promoters** shall have absolute authority, right and control as regards the unsold premises of the **Said Building** and disposal thereof.
- 36. It is expressly agreed by and between the care to that in case, the co.op. hsg. society or ltd company as the case was a sistematic formed of the purchasers of the premises of the said Building, before he sale of all/entire premises of the Said Building on such each, no mainatenace shall be charged the developers in respect of the unsold premises of the Said Building.
- ormed the Purchaser 37. The **Promoters** have specifically and the Purchaser has agreed that if as a result of cay chart of the local Municipal Council and/or other Govt. or other competent authorities, there is any increase in the present F.S.I. in respect of the Said Entire Land r the Said Building and in that event, the Promoters shall alone be entitled to any such increase in the F.S.I. and the **Purchaser** individually or the co.op. hsg.soc or the ltd. company that shall be formed as provided hereunder, collectively shall not be entitled to object/ or making any claim whatsoever of such increased F.S.I. and also in Promoters utilizing or consuming or assigning to any third parties of such increased F.S.I. by constructing any extra structures or buildings within the Said Complex and /or upon the Said Building, Further, the Promoters have explicitly made clear to the Purchaser that if as a result of such increase in F.S.I. of otherwise, the Promoters shall have a end, alter

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modify or vary the plans already sanctioned by the local authorities and/or competent authorities, as may be required by the said authorities and that on such sanctioning and approval of such amendment by the said competent authorities, the **Purchaser** shall be deemed to have consented to the **Promoters** for making such alterations or modifications of the plan, which have been already sanctioned and approved by the concerned authorities.

- 38. The following expenses which may be incurred for the **Said Building** shall be borne and paid by the **Purchaser**:-
  - The expenses of maintaining, repairing, re-decorating etc. of al the main structure and in particular the roof gutters and rain of the building, water pipes, gas pipes and water pipes electric wires inside, under or upon the building and enjoyed or used by the Purchaser in common with other purchasers as or occupiers of other flats/shops/ premises and the main entrance, passages, landing staircases of the Said Building and other premises/buildings of the Said Complex, as enjoyed by the Purchaser or used by him in common with other purchasers or occupiers of the premises of the Said Building and the other Said Complex and the boundary walls of buildings of the the or the terrace of the Said Building, and compound of the Said Complex.
  - b] The cost of cleaning and lighting possess, fundings, staircases and other parts of the Said Build a cother common facilities of the Said Complex, enjoyed by Use by Purchases in common with other flats/stabe/premis purchasers or occupiers of the other buildings of the Said Implex.
  - c] Cost of decorating of the exteror of the Said Building and other common amenites/facilities.
  - d] The cost of salaries of clerks, bill collectors, chowkidars, security personnels, sweepersetc. gardeners etc.
  - e] The cost of maintenance of lights and other service items.
  - f] Municipal and other taxes, water charges, land revenue, lease rent etc.
  - g] Cost of insurance of the Said Building and other common amenities and facilities of the **Said Complex**.
  - h] Cost of water meters, electric meters and/or any other deposits of water or other electric installation.



- i) Cost maintaining elevators of the Said Building.
- Such other expenses as are necessary or incidental to the maintenance and the upkeep of the Said Building and the Said Complex. The Purchaser shall pay a sum of Rs. NIL (Rupees Only) by way of membership and admission fees for such club facilities, which shall be non-refundable
- 39. The Purchaser agrees and undertakes to abide by whatever the decisions and/or rules/regulations and modalities for the upkeep and maintenace of other common amenities/facilities to be provided in the Said Complex that may be formulated by the Promoters initially and thereafter by the Apex Society or the Executive Committee that may be formed of all the buildings of the Said Complex, including all matters concerning recreational facilities/garden, club house open roads, to be provided in the Said Complex and subject to the conditions as provided hereunder.
- 40. The **Purchaser** also agrees and undertakes to pay the proportionate share of expenses, outgoing ,in relation to total flats/tenements of 23 nos buildings of the said Brij Bhoomi complex , for the maintenance, up keep of the recreational facilities/garden, open roads of the Said Complex, as and when provided
- It is further expressly and specifically in strate by the formalists and it is clearly understood by the **Purcha**; that whatever the common facilities to be provided in the Suid Complete aforest as are subject to the policies, rules, legislation, significantly of line concerned authorities and for any reason, deato the prevailing policies of concerned authorities, any dissuch facilities could not be provided and such event, the **Prometers** shall hot be under any obligation to provide such facilities and received shall not be entitled to any abatement in consideration payable hereunder nor to rescind or terminate this agreement on the ground of non-providing of such facilities.
- 42. The **Purchaser** hereby acknowledges that he is fully aware of the fact that there is insufficient supply of water in Mira-Bhayandar and therefore Mira-Bhayandar Municipal Coporation is not in a position to release fresh water connections to new buildings and under such circumstances, the **Promoters** will not be in a position to make arrangement water supply to the **Said Building** and hence are not bound to make provision for water supply in the **Said Premises** and the **Said Building**. However, the **Promoters** shall try their level best to

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इनन-७ इस्त क्रमांक<sup>90</sup> र /२००५ procure and/or arrange water supply from Mira-Bhayandar Municipal Corporation, at the cost, expenses and charges of the **Purchaser** and the purchasers of other flats of the **Said Building**.

- 43. It is clearly understood, admitted and acknowledged by the **Purchaser** himself and also other purchasers of the flats/shops/ premises in the **Said Building** that the **Promoters** shall at all time be entitled to use and also assign the use of the same of the terrace including the parapet wall or the compound of the **Said Building** for the purposes including the display of hoardings, sign-boards, displays and advertisement or publicity items. The **Purchaser** nor any other purchasers of the premises of the **Said Building** or the co.op. hsg. soc. or the ltd. company which shall be formed as aforesaid shall not be entitled to raise any objections or claims of any abatement in the price of the premises agreed to be acquired by the **Purchaser** and/or to any compensation or damages on the ground of inconvenience or any other grounds whatsoever.
- Notwithstanding the execution of the conveyance by the Promoters to the proposed co. op. hsg. soc. or limited company and /or handing over the possession of the Said Premises to the Purchaser or the Said Building to the flat/shop/premises purchasers, the Promoters alone shall be entitled for the unsold premises to be constructed in the Said Building and further that it is the Promoters alone are entitled to any increase in the Purchaser and the purchasers of the said Suilding or the co.op. hsg. society or the Company to be for the day as aforesaid, shall always accept the person persons at any premises are sold subsequently after on own iship base, tellency basis or leave and license basis as members. A nominal members, as the case may be, without raising any objection whatsoever.
- 45. It is agreed by the Purchaser that a all times to be shall be entitled to give/assign right of way to the adjacent plots from the portion of Said Entire Lands and the Purchaser himself or the cooperative hsg.so or the limited company to be formed shall not object the Promoters from assigning right of way to any adjacent plot holders for whatsoever reason and under any circumstances and they shall always bind themselves and abide by the provision of this clause all the time. The Promoters have further informed the Purchaser and it is clearly understood by the Purchaser that as per prevailing laws for the the registration of the co.op. hsg. soc or Ltd. Company of the purchasers of flat/shop/premises of the Said, Building, atleast 60% of all the agreements for sale are to be registered with the Sub-Registrar of Assurance In case, agreements

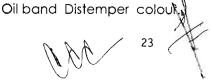
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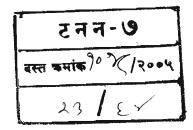
टनन-७ दस्त क्रमांक १००८/२००५ २२/६४ for sale in respect of atleast 60% of the total premises of the Said Building are not registered, in that event, the Promoters shall not be responsible for the registration of the co.op. hsg. soc or the Itd. company, till such time, such minimum agreements for sale are duly registered as aforesaid

- 46. The Purchaser acknowledges that he is fully aware that the registration of this Agreement is compulsory, as per the provisions of Section 4 of The Maharashtra Ownership Flat Act, 1963 and therefore undertakes that he shall take all necessary steps to register the same, within the stipulated time at his own costs and expenses. the Purchaser shall lodge this agreement with Sub-Registrar of Assurance at Bhayandar, Thane or Mumbai and intimate the Promoters in writing, the particulars of the number, date under which the agreement is lodged for.
- 47. The **Purchaser** agrees to pay and authorize the **Promoters** to pay brokerage the purchase consideration , directly. IN WITNESS WHEREOF the parties hereto \$hri\_ have set their respective hands and seals the day, month and year first hereinabove written.

#### **AMENITIES PROVIDED**

- 1. All buildings will be R.C.C. framed.
- 2. Marble/Virtitled Tiles in all rooms.
- 3. 3/4 section aluminium slinding windows.
- Green Marble/Granite Cooking platform in kitchen. 4
- 5. 1 fan , 1 light point and 1 plug point in living room, bed room and kitchen and 1 light point in bath room and W.C.
- 6.





#### THE SCHEDULE ABOVE REFERRED TO

**ALL THAT PIECES** and parcels of agriculatural lands or grounds and bearing details as under:-

- a) **Firstly** all that piece and parcel of land or ground bearing Old Survey No. 678, New Survey No. 275, Hissa No.2 (Pt), admeasuring 1,343 sq.yards, i.e. equivalent to 1,110 sq.mtrs. thereabout.
- b) **Secondly** all that piece and parcel of land or ground. bearing Old Survey No.678, New Survey No. 275, Hissa No.2, admeasuring 1,914 sq. yards, i.e. equivalent to 1600 sq. metres or thereabout.
- c) Thirdly all that piece and parcel of lands or grounds bearing (1) Old Survey No. 679 New Survey No. 274, Hissa No.7-A, admeasuring 6,195.28 sq. yards, i.e. equivalent to 5,180 sq. meters or thereabout, (2) Old Survey No. 680 New Survey No. 271, Hissa No.3, admeasuring 418.60 sq yards i.e. equivalent to 350 sq. metres or thereabout (3) Old survey No. 679, NewSurvey No. 274, Hissa No.3, admeasuring 10,931 sq. yards, i.e equivalent to 9,140 sq. metres or thereabout (4) Old Survey No. 679, New Survey No. 274, Hissa No.6, admeasuring 4,353.44 sq. yards i.e. equivalent to 3,640 sq. meters or thereabout, (5) Old Survey No. 678, New Survey No. 275, Hissa No. 3, admeasuring 9,603.44 sq. yards i.e. equivalent to meters or thereabout & (6) Old survey no. 677, New Sy. 32, 277, 122, No. 7-C, admeasuring 2,236.52 sq. yards i.e. equivalent to 1,870 sq. moters or thereabout.
- d) **Fourthly** all that piece and princel defind or ground bearing Old Survey No, 678, New Sulvey No. 273, Hissa No.1, admeasuring 1,779 sq. yards, i.e. equivalent to 1,470 sq. meters or thereabout.
- e) **Fifthly** all that piece and parcel of land or ground bearing Old Survey No. 678, New Survey No. 275, Hissa No.6, admeasuring 1,244 sq. yards, i.e. equivalent to 1,040 sq. meters or thereabout.
- f) **Sixthly** all that piece and parcel of land or ground bearing Old Survey No. 688, New Survey No. 29 Hissa No.6, admeasuring 1,698 sq. yards, i.e. equivalent to 1,420 sq.meters or thereabout,
- g) **Seventhly** all that piece and parcel of land or ground bearing Old Suvey No. 679, New Survey No. 274, Hissa No.1, admeasuring 2,511 sq, yards, i.e. equivalent to 2,100 sq. meters thereabout.

h) **Eightly** all that piece and parcel of land or ground bearing Old Survey No. 679, New Survey No. 274, Hissa No. 5, admeasuring 1,566.79 sq. yards i.e. equivalent to 1,310 sq. meters or thereabout, all situate at, being and lying at Revenue Village Bhayandar, Taluka & District Thane, which is now falling with the local limits of Mira Bhayandar Municipal Corporation and which is delineated in red coloured the plan annexed hereto and marked as Annexure 1.

SIGNED, SEALED AND DELIVERED	}
BY THE WITHINNAMED BUILDERS:	}
M/S. SALASAR DEVELOPERS	3 James
In the presence of :	}
1)	
2)	}}
SIGNED, SEALED AND DELIVERED	}
BY THE WITHINNAMED PURCHASER	RS: }
MR RAMESH R KARWA	- ) - amen Kool
	—)
In the presence of :	
1) <u>In</u>	
2)	
]	RECEIPT

RECEIVED of and from the withinnamed purchaser/s a sum of Rs. 15,000/4Rupees fiften Thoward Only) being the amount of earnest money as mentioned hereinabove on or before the date of execution of this presents, by cheque No. 413119 Dated 19/01/05 Drawn on ING VYSYA BANK (I) Branch MUMBAI.

WE SAY RECEIVED RS. 15,000/0 /-

M/S. SALASAR DEVELOPERS

PARTNERS

टन में र प्रकास स्माम १०० प्रकास २५/६४



#### **LEGAL POINT**

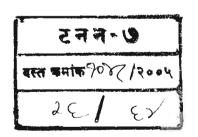
FLAT NO. G-2, KOMAL TOWER, PATEL NAGAR, STATION ROAD, BHAYANDAR (WEST) - 401 101. TEL.: (O) 814 3472 (R) 893 0996

## Certificate of Title

I have been instructed by one M/s. Salasar Developers, a partnership firm, constituted under the provisions of The Indian Partnership Act 1932, having its place of business at Salasar Towers, Near Nagar Bhavan, Bhayandar (W), District Thane 401 101, to give report on title in respect of the below mentioned properties:-

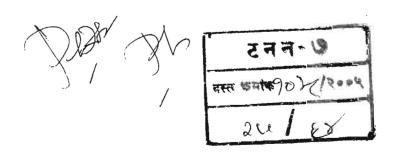
- a) Originally one Shri Gaurishankar G. Todi, was the owner of land bearing Old Survey No. 678, New Survey No. 275, Hissa No.2 (Pt), admeasuring 1,343 sq.yards, i.e. equivalent to 1,110 sq.mtrs. thereabout, situate, lying and being at Revenue Village Bhayandar, Taluka and District Thane and which is more particularly described Firstly in the Schedule written hereunder.
- b) By and vide an Agreement, dated 14th September, 1994, the said Shri Gaurishankar G. Todi agreed to sell, transfer, assign and agreed to convey the which is Firstly described in the Schedule litten have under, in favour of Shri Ramprasad S. Agarkal and Shri Manharlal B. Mehta at and on the terms and conditions and for consideration which are more particularly described in the said agreement.
- In pursuance to the execution of ■4# the Agreement dated 14th September, said hri Gaurishankar G. Todi had also execute a Gelard aga ha ing Attorney in favour of Shri Ramprasad S. Manharlal B. Mehta, inter-alia conferring them various rights, powers and privileges including rights and powers in turn to sell the property which is described Firstly in the Schedule written hereunder, or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.
- d) Originally one 1) Shri Dwarkanath Ramchandra Mhatre, 2) Shri Mayur Dwarkanath Mhatre, 3) Shri Gajendra





Dwarkanath Mhatre, 4) Smt. Meghna Milan Chogle, 5) Smt. Gauri Girish Patil, 6) Ms. Hemali Dwarkanath Mhatre, 7) Smt. Urmila Pravin Mhatre, 8) Smt. Rachana Rupkishore Kotwal, 9) Ms. Mrunalini Sadanand Mhatre, 10) Ms. Mrudula Sadanand Mhatre, 11) Shri Hareshwar Ramchandra Mhatre, 12) Shri Meghan Hareshwar Mhatre , 13) Shri Ramesh Ramchandra Mhatre, 14) Shri Vinit Ramesh Mhatre, 15) Shri Yogesh Ramesh Mhatre, 16) Shri Ganesh Ramchandra Mhatre, 17) Ms. Pallavi Ganesh Mhatre, 18) Shri Milind Ganesh Mhatre, 19) Shri Umesh Ramchandra Mhatre, 20) Shri Rupak Umesh Mhatre, 21) Ms. Vidula Umesh Mhatre, 22) Smt. Malati Umakant Chogle, 23) Smt. Nilam Kamlakar Kovarkar, 24) Smt. Mayuri Mohan Pansare, 25) Smt. Bharati Raghunath Mhatre and 26) Smt. Vidya Vinesh Raut (hereinafter referred to as "Dwarkanath Mhatre & Others") were the joint owners of land bearing Old Survey No.678, New Survey No. 275, OHissa No.2(Pt), admeasuring 1,914 sq. yards, i.e. equivalent to 1600 sq.metres or thereabout, situate at, lying and being at Revenue Village Bhayandar, Taluka and Disrict Thane, and which is more particulalry Secondly described in the Schedule written hereunder

- e) By and vide an Agreement sted 15/10/150, the said Dwarkanath Mhatre & Others (ave. agreed to sell, transfer, assign and agreed to compathe perserty which is described Secondky in the Schedul Writter Breunder, in favour of Shri Ramprasad S. Agar alrand Så Manharlal B. Mehta at and on the terms and conditions and for consideration which are more particularly described in the said agreement.
- f) In pursuance to the execution in the said Agreement dated 13/10/1994, the said Dwarkanath Mhatre & Others had also executed a General Power of Attorney in favour of Shri Ramprasad S. Agarwal and Shri. Manharlal B Mehta, inter-alia conferring upon them various rights, powers and privileges including rights and powers in turn to sell the property which is described Secondly in



the Schedule written hereunder or any part or portion thereof, in favour of any third party or parties as they may in their sole discretion may deem fit and proper.

- Originally one 1) Shri Anil Yeshwant Rakvi 2) 9) Shri Ajay Yeshwant Rakvi 3) Smt. Rekha Suresh Pathare, 4) Smt. Geeta Amulya Mantri, 5) Smt. Pushpa Prakash Ravte, 6) Smt. Sumati Yeshwant Rakvi and 7) Shri Kamlesh Yeshwant Rakvi (hereinafter referred to as "Anil Rakvi & Others") were joint owners and having 50% undivided interest in respect of lands bearing (1) Old Survey No. 679 New Survey No. 274, Hissa No.7-A, admeasuring 6,195.28 sq. yards, i.e. equivalent to 5,180 sq. meters or thereabout, (2) Old Survey No. 680 New Survey No. 271, Hissa No.3, admeasuring 418.60 sq yards i.e. equivalent to 350 sq. metres or thereabout (3) Old survey No. 679, New Survey No. 274, Hissa No.3 ,admeasuring 10,931 sq. yards, i.e equivalent to 9,040 sq. metres or thereabout (4) Old Survey No. 679 , New Survey No. 274, Hissa No.6, admeasuring 4,353.44 sq. yards i.e. equivalent to 3,640 sq. meters or thereabout, (5) Old Survey No. 678, New Survey No. 275, Hissa No. 3, admeasuring 9,603.44 sq. yards i.e. equivalent to 8,030 sq. meters or thereabout & (6) Old Survey No. 677, New Survey No. 277, Hissa No. 7-C, admeasuring 2,236.52 sq. yards i.e. equivalent to 1,870 sq. meters or thereabout, all situte, at, lying and being at Revenue Village Bhayandar, Taluka and District Thane and which are more particularly described Thirdly in Joseph dule written hereunder.
- h) By and vide an Agreement, day 7/11/1993, he said Anil Rakvi & Others have agreed to sell, transfer, assign and agreed to convey their 50% ddivided share in respect properties which are described Third in the Schedule written hereunder, in favour of Shri Ramprasad S. Agarwal and Shri Manharlal B. Mehta at 111d on the terms and conditions and for consideration hich are more particularly described in the said agreement.
- i) In pursuance to the execution of the said Agreement dated 17/11/1993, the said Anil Rakvi & Others had also executed a General Power of Attorney in favour of Shri Ramprasad S. Agarwal and Shri. Manharlal B. Mehta, inter-alia, conferring upon them various rights, powers and privileges including rights and powers in turn to sell their 50% undivided share in respect the properties which are described Thirdly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.
- j) Originally one 1) Smt. Laxmidai Shaligram Rakvi 2) Shri Subhash Shaligram Rakvi 3) 75 75 7 70 94

Dineshchandra Dhar , 4) Smt. Shilpa Ramakant Patke, 5) Smt. Shailaja Harendra Bhatte, 6) Smt. Shalan Shashikant Rakvi, 7) Smt. Aarti Suresh Thakur, 8) Shri Manoj Shashikant Rakvi, 9) Smt. Geetanjali Shashikant Rakvi, 10) Shri Rakesh Shashikant Rakvi, 11) Smt. Mangala Subhash Rakvi, 12) Smt. Saroj Rajesh Pathare , 13) Smt. Rajeshree Shashikant (Rakvi) Bhatte, 14) smt. Rashmi Subhash Rakvi and 15) Shri Pradip Subhash Rakvi (hereinafter referred to as "Manoj Rakvi & Others") are also entitled to the 50% undivided right, shares and interest in respect of properties which are more particualrly described Thirdly in the Schedule hereunder.

- By and vide an agreement dated 17/11/1993, the said Manoj Rakvi & others have sold, transfer, assigned and further agree to convey their 50% undivided share in the respect of the properties which are more particularly described Thirdly in the Schedule written hereunder, in favour of Shri Ramprasad Agarwal, and Shri Manharlal B. Mehta at on the terms and conditions and for consideration which are more particularly described in the said agreement.
- In pursuance to the execution of the said agreement dated 17/11/1993, the Manoj Rakvi & others have made and executed a General Power of Att. I ide and separate writing inefavour of Shri Ray as d Aga and Shri Manharlal B. Mehta , inter-alia and ferring upon them various rights, powers, and prively swhich are more particular described in the said atting including rights and power inturn to sell their 10% unditted shires in the properties which are destribed intelligible in the properties which are destribed intelligible in favour of any third party or particles they may in their sole discretion deem fit and proper.
- m) Originally Shri Pandurang Narayan Keni was the owner of land bearing Old Survey No, 678, New Survey No. 275, Hissa No.1, admeasuring 1,779 sq. yards, i.e. equivalent to 1,470 sq. meters or thereabout situate at, lying and being at Revenue Village Bhayandar, Taluka and District Thane and which is more particularly described Fourthly in the Schedule written hereunder.
- n) By and vide a Deed of Exchange, dated 20/09/2002, executed by and between the said Shri Pandurang Narayan Keni one hand and Shri Ramprasad S. Agarwal and Shri Manharlal B. Mehta each other, in respect of the property which is described Fourthly in the Schedule written hereunder, the said Shri Pandurang N Keni has assigned the property which is described Fourthly in the achievable written hereunder in favour of said by Shri Ramprasad S Agarwal and Shri Manharlal B. Mehta, at and Panth Political

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and conditions and for considerations, which are more particularly described in the said Deed of Exchange.

- o) In pursuance to the said Deed of Exchange, dated 20/09/2002, the said Shri Pandurang Narayan Keni has executed General Power of Attorney vide a separate writing in favour of Shri Ramprassad S. Agarwal and Shri Manharlal B. Mehta, inter-alia conferring upon them various rights, powers and privileges including rights and powers in turn to sell the property which is described Fourthly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.
- p) Originally one 1) Smt. Nalini Yeshwant Kini, 2) Shri Prakash Yeshwant Kini and 3) Shri Narendra Yeshwant Kini (hereinafter referred to as "Smt. Nalini & Others") were the joint owners of land bearing Old Survey No. 678, New Survey No. 275, Hissa No.6, admeasuring 1,244 sq. yards, i.e. equivalent to 1,040 sq. meters or thereabout, situate at , lying and being at Revenue Village Bhayandar, Taluka and District Thane and which is more particuarly described Fifthly in the Schedule written hereunder.
- g) By and vide an Agreement dated 10/06/1994, the said Nalini & Others have agreed to sail transfer, assign and agreed to convey the projectly which is described Fifthly, in the Schedule writter hereunder in favour of Shri Ramprasad S. Agarwal and Shri Manh lal 8. Mehta at and on the terms are conditions and consideration which are more particularly rescribed in the said agreement.
- r) In pursuance to the execution of the slid Agreement dated 10/06/1994, the said sit. Nahini Others, had also executed a General Power of Attorner in four of Shri Ramprasad S. Agarwal and Shri Manharida. Mehta, inter-alia, conferring upon them various rights, powers and privileges, including rights and powers in turn to sell the property which is described Fifthly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties, as they may in their sole discretion may deem fit and proper.
- S) Originally one Smt. Rita J. D'souza, Smt. Clera
  J. D'souza, Mr. Thomas Victor D'souza, Mebal Jerome
  D'souza, Edgal Joseph D'souza, Angel Joseph D'souza
  Harman Joseph D'souza and Joliat Joseph D'souza
  (hereinafter referred to as "Rita & Others") were the
  joint owners of the land bearing Old Survey No. 688, New
  Survey No. 29 Hissa No.6, admeasuring 1,698 sq. yards, i.e.
  equivalent to 1,420 sq.meters or thereabout, situate and
  listrict Thane and which is more particular in the Schedule written hereunder.

- t) By an Agreement for Sale, dated 21st October, 1988, the said Rita & Others have agreed to sell property which is described Sixthly in the Schedule written hereunder, in favour of M/s. Shah & Dattani Associates, at and on the terms and conditions and for considerations which are more particularly described in the said agreement.
- u) In pursuance to the execution of the said Agreement dated 21st October 1988, the said Rita & Others had also executed a General Power of Attorney vide a seprate writing in favour of partners and nominees of the said M/s. Shah & Dattani Associates, inter-alia conferring upon them various rights, powers and privileges including rights and powers in turn to sell the property which is described Sixthly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.
- by and vide by an Agreement, dated 1st September, 1990 the said M/s. Shah & Dattani Associates have in turn agreed to sell, transfer, assign and agreed to convey the property which is described Sixthly in the Schedule written hereunder, in favour of one Shri Ganpat Patil at and on the terms and conditions and for considerations which are more particularly described said agreement.
- w) In pursuance to the execution of the said Agreement dated 1st September 1990, he said Mrs. Shake Dattani Associates had also executed a substituted General Power of Attorney in favour of Shri languat Patil, interalia, conferring upon him various ights, powers and privileges including rights and powers in turn to sell the property which is described Sixthly in the chedule written hereunder or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.
- By and vide by an Agreement, dated 28th August 1993, the said Ganpat Patil has in turn agreed to sell, transfer, assign and agreed to convey the property which is described Sixthly in the Schedule written hereunder, in favour of one Shri Dilip Sevanthilal Shah at and on the terms and conditions and for consideration which are more particularly described in the said agreement.
- Agreement dated 25th August 1993, the said Ganpat Patil had also executed a substituted General Power rate writing dated 25th August 1993 in favour of Smt.



Kiran D Shah & Shri Dilip S Shah, inter-alia conferring upon them various rights, powers and privileges including rights and powers in turn to sell the property which is described Sixthly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.

- z) By and vide by an Agreement, dated 28/10/1994, the said Shri Dilip S. Shah has also in turn agreed to sell, transfer, assign and agreed to convey the property which is described Sixthly in the Schedule written hereunder in favour of one Shri Ramprasad S Agarwal & Shri Manharlal B Mehta at and on the terms and conditions and for consideration which are more particularly described in the said agreement.
- aa) In pursuance to the execution of the said Agreement dated 28/10/1994, the said Smt. Kiran D Shah & Shri Dilip S Shah had also executed a substituted General Power of Attorney vide writing in favour of said Shri Ramprasad S Agarwal & Shri Manharlal B Mehta inter-alia conferring upon them various rights, powers and privileges including rights and powers in turn to sell the property which is described Sixthly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties as they may in their sole discretion may deem fit and proper.
- Do) Originally one Shri Jaywant Lawan Mhatre Shri Balwant Laxman Mhatre, Mr. Prakash aman Mhatre, Mrs. Vimal Prabhakar Mhatre, Mrs. Surendra Kishnarao Mhatre, Aruna Krishnarao Mhatre, Mrs. Anupama arend Paraka, Karuna Krishnarao Mhatre, Parag J. Mharre, Man Jia M Mhatre Pratiksha J. Mhatre, Vaneeta Rajan Chalkar Alka B. Mhatre, Kanchan B. Mhatre, Sandesh B. Mhatre and Vinay B. Mhatre (hereinafter referred to as Jaywant Mhatre & Others") were the joint owners of land braring Cad Su vey No.679, New Survey No. 274, Hissa No.1, accedented 2,511 sq, yards, i.e. equivalent to 2,100 sq. meters thereabout, situate at , lying and being at Revenue Village Bhayandar, Taluka and District Thane and which is more particularly described Seventhly in the Schedule written hereunder.
- By and vide an Agreement dated 25/07/2001, the said Jaywant Mhatre & Others have agreed to sell, transfer, assign and agreed to convey the property which is described Seventhly in the Schedule written hereunder, in favour of Shri Manharlal B. Mehta, (one of the partners of firm of Owners herein), at and on the terms and conditions and for consideration which are particularly described in the said agreement.

X/

- Agreement dated 25/07/2001, the said Jaywant Mhatre & Others had also executed a General Power of Attorney in favour of the Shri. Manharlal B. Mehta, inter-alia conferring upon them various rights, powers and privileges including rights and powers in turn to sell the property which is described Seventhly in the Schedule written hereunder or any part or portion thereof in favour of any third party or parties as said Shri Manharlal B Mehta may in his sole discretion may deem fit and proper.
- ee) Originally one Shri Nandkumar Manilal Papaiya and Smt. Veena Nandkumar Papaiya were the joint owners of land bearing Old Survey No. 679, New Survey No. 274, Hissa No. 5, admeasuring 1,566.79 sq. yards i.e. equivalent to 1,310 sq. meters or thereabout, situate at, lying and being at Revenue Village Bhayandar, Taluka and District Thane and which is more partcularly described Eighthly in the Schedule written hereunder.
- ff) By and vide an Agreement dated 11/02/1994, the said Nandkumar Manilal Papaiya & Other have agreed to sell, transfer, assign and agreed to convey the property which is described Eighthly in the Schedule written hereunder in favour of Shri Ramprasad S. Agarwal and Shri Manharlal B. Mehta at and on the terms and conditions and for consideration which are more particularly described in the said agreement.
- Agreement dated 11/02/1994, the said Manual Manilal Papaiya & Other had also executed sential Poor of Attorney in favour of Shri Ramprasar S. Agarwal and Inri. Manharlal B. Mehta, inter-alia daiffiring upon them various rights, powers and privileges incoming that and powers in turn to sell the property which is described Eighthly in the Schedule witte bereunder for any part or portion thereof in favour of any third of the property of the parties as they may in their sole discretion may be after and proper.
- hh) The all the properties which are more particularly described in the Schedule written hereunder, are hereinafter collectively referred to as "The Said Entire Lands".
- ii) The said Shri Ramprasad S Agarwal and Shri Manharlal B Mehta, are two of partners of the firm of M/s. Salasar Developers, and whatever the properties save and except the property which is described seventhly in the Schedule written hereunder, are acquired as aforesaid, are on behalf and for the b hefits of the said firm of M/s. Salasar Developers.

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- jj) For the facts and circumstances mentioned hereinabove the firm of M/s. Salasar Developers, become entitled to the Said Entire Lands except the property which are more particularly described seventhly in the Schedule written hereunder.
- kk) The said M/s. Salasar Developers and the said Shri Manharlal Mehta have amalgamated all the abovesaid lands and submitted a layout of the Said Entire-Lands.
- The local development authority, viz; Mira Bhayandar Municipal Corporation, has sanctioned layout of the Said Entire Lands and also the development plan of the Said Entire Lands and in pursuant thereto, the Mira Bhayandar Municipal Corporation has issued the Commencement Certificate in respect of the development work to be carried out of the Said Entire Lands.
- mm) The competent authority under The Maharashure Land Revenue Code has, granted the necessary permission for the non-agricultural use of the Said Entire Lands.
- nn) The Competent Authority under The Urban Land (Ceiling & Regulations) Act 1976, has vide its separate orders, has granted the necessary permission for the development of the various lands covered under the Said Entire Lands.
- oo) The said M/s. Salasar Developers, and the said Shri Manharlal B Metha have envisaged or chapter a scheme of development of the Said Entire these an housing complex, in the name and style as Brij The Complex" (hereinafter referred to as "Chapter and Complex" which shall consists of several suit dings and a seproposed recreational facilities.
- pp) The said Shri Manharlal B name, in consideration and/or in lieu of allotment by the firm of M/s. Salasar Developers, in his own personal name, the development rights of 2 (two) Nos bill/ingra being Buildings Nos. 19 & 20, as per the sanctioned pran, has released, relinquished and merged whatever his interests, claim, benefits and rights in respect of the property, which is more particularly described Seventhly in the Schedule written hereunder, in the firm of M/s. Salasar Developers.
- qq) From the perusal of the aforesaid diverse writings, in my opinion the title of the properties which are more particularly described in the Schedule written hereunder is clear and marketable and free from any encumbrances.

# The schedule hereinabove referred to.

ALL THAT PIECES and parcels of non-agriculatural lands or grounds and bearing details as under :-

- a) Firstly all that piece and parcel of land or ground bearing Old Survey No. 678, New Survey No. 275, Hissa No.2 (Pt), admeasuring 1,343 sq.yards, i.e. equivalent to 1,110 sq.mtrs. or thereabout,
- b) Secondly all that piece and parcel of land or ground bearing Old Survey No.678, New Survey No. 275, . Hissa No.2(Pt), admeasuring 1,914 sq. yards, i.e. equivalent to 1600 sq.metres or thereabout,
- Thirdly all that piece and parcel of lands or grounds bearing (1) Old Survey No. 679 New Survey No. 274, Hissa No.7-A , admeasuring 6,195.28 sq. yards, i.e. equivalent to 5,180 sq. meters or thereabout, (2) Old Survey No. 680 New Survey No. 271, Hissa No.3, admeasuring 418.60 sq yards i.e. equivalent to 350 sq. metres or thereabout (3) Old survey No. 679, New Survey No. 274, Hissa No.3 ,admeasuring 10,931 sq. yards, i.e equivalent to 9,040 sq. metres or thereabout (4) Old Survey No. 679 , New Survey No. 274, Hissa No.6, admeasuring 4,353.44 sq. yards i.e. equivalent to 3,640 sq. meters or thereabout, (5) Old Survey No. 678, New Survey No. 275, Hissa No. 3, admeasuring 9,603.44 sq. yards i.e. equivalent to 8,030 sq. meters or thereabout & (6) Old survey no. 677, New Survey No. 277, Hissa No. 7 2 236.52 sq. yards i.e. equivalent to  $1_{4}$ thereabout.
- d) Fourthly all that piece and parcel land of ground bearing Old Survey No. 678, 1 w Survey No. 265, Hissa No.1, admeasuring 1,779 sq. yards, i.e. et alent to 1,470 sq. meters or thereabout.
- e) Fifthly all that piece and parcel of and or ground bearing Old Survey No. 678, New Survey No. 275, Hissa No.6, admeasuring 1,244 sq. yards, i.e. equivalent to 1,040 sq. meters or thereabout
- f) Sixthly all that piece and parcel of land or ground bearing Old Survey No. 688, New Survey No. 29 Hissa No.6, admeasuring 1,698 sq. yards, i.e. equivalent to 1,420 sq.meters or thereabout,
- g) Seventhly all that piece and parcel of land or ground bearing Old Suvey No. 679, New Purvey No. 274, Hissa No.1, admeasuring 2,511 sq, yards, i.e. ed Marin to 2,100 sq. meters thereabout.

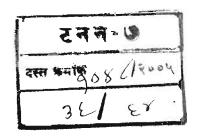


h) Eighthly all that piece and parcel of land or ground bearing Old Survey No. 679, New Survey No. 274, Hissa No. 5 , admeasuring 1,566.79 sq. yards i.e. equivalent to 1,310 sq. meters or thereabout, all situate at, being and lying at Revenue Village Bhayandar, Taluka & District Thane , which is now falling with the local limits of Mira Bhayandar Municipal Corporation and which is delineated in red coloured the plan annexed hereto and marked as Annexure 1.

(Advocate, High Court, Mumbai)

Mumbai , dated 23rd October 2003.







# किलीएग्राम्नाइम् ग्रइाम् ग्रमी

मुख्म कावालय, माइदर (प.)

१०१ १०४ -णिउ.ची.ान.,गेगम स्टाग्रहम स्टिमिटी फिपहछ

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मजूरो. 22/06/25 (१) अप. हे. के एड्रास लोडकमार्थ गिठ म्लक्षेत्र गिगम ग्रिकमीय माध्रम. में

१९२१ ।। माहरम कथाकुम्स छडिकिमां (गठ गितमधाङ्गारी मा (६

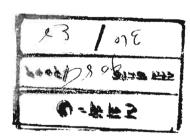
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ः ह्रभभगार भात्रवाहः --

नकाशास हिरव्या रगाने दुरुस्ती द्रशिवस्याप्रमाणे खालील अरी व शतीच अनुपालन आपणाकहून होण्याच्या अन्त्र <u>ोंग्</u> जोंगिर । प्र विम लितिक ए लीए प्रमाञ्चम प्रदेशम एमी प्राप्तम रुक किम्मी एपास्ट शिप्ताप्रण्याम अधिनयम १९४९ चे कल्जम २५३, २५४ (प्रकरण १२ सह) विकास कार्य करण्यासाठा र बाथकाम प्रा महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ च्या कलम ४ 🚾 ने व मुंबई हारक महानगर

सदर भुखडाचा बापर फक्त बांध काम नकाशात दशीविलेल्या बापरासाठीच करण्याचा आहे. ंशंक कर ताहण्ड रिष्टमं हि म्ड्रार निवाद

येगार नाहो. सद्रयो बाधकाम प्रवानगी आपगासि आप्रत्या हवकात नसल्ल्या जागेवर काणतही बाधकाम करता



- मंजुर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करुन घेणेची आहे व त्यांची जिल्हा निरिक्षक भूक अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजुरी घेणे आवश्यक आहे.
- ४) सदर भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्राधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंधन केल्यास / पालन न केल्यास या सर्व कृतीस मुळ विकासक धारक व वास्तुविशारद जबाबदार राहिल.
- या जागेच्या आजुबाजुला जे पुर्वीचे नकारो मंजुर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे बेळी सुसंगत जुळने आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद /घारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली /घारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद व इतर धारक यांची राहिल.
- (५) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजिनक असून महानगरपालिकेच्या गालकीची राहील व या जागेचा वापर सार्वजिनक रस्त्यासाठी / रस्ता रुंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर इक्क असणार नाही.
- 4) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासकु बहुत्विशास्त, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्नि उपूर्ण असलाची व जागेच्या हददी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकास के, वास्त्विशारद यंख्री एडील. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजुरी घेणे क्रमण के.
- पंजुर रेखांकनातील रस्ते ड्रेनेज व गटारे व खुली जागा निष्का.जी.) अवस्थित / विकासकाने नगरपालिकेच्या नियमप्रमाणे पुर्ण करुन सुविधा सार्वजनिक नापरासाठी कार्यम स्वरुपी सुकी देवणे बंधनकारक राहील.
- १०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्या विद्याय प्रस्तित बांधकाम करण्यात येऊ नये.
- ११) **इमारतीस उदबाहन, अग्निशामक, तरतुद, पाण्याची** जमिनीवरील व इमारतीवरील अशा दोन टाक्या दोन **इलेक्ट्रीक पंपसेटसह तरतुद** केलेली असली पाहिजे.
- १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जवाबदारी विकासक/धारक यांची राहील. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जवाबदारी विकासकाची/धारकाची राहील.

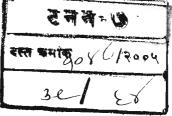
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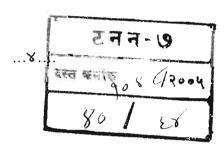
- श्वे अर्जदाराने स.नं, हि.नं, मौजे, नगरपालिका/ महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्टचे नाव, आर्किटेक्टचे नाव, अर्क्षिक मंजुरी व इतर मंजुरींचा तपशील दर्शिवणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्सोनंतरचे इतर विकास कामास सुरुवात करणे बंधनकारक राहील. तसेच सर्व मंजुरीचे मुळ कागदपत्र तपासणीसाठी जिन्दीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- भंजुर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन 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 करुन संबंधीत सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करुन कार्यान्वीन करणे तसेच बांधकाम चालु असतांना तांत्रिक पहाणी करणे व मंजुर बांधकाम नकाशाप्रमाणे कार्यान्वयन करणे इ. साठी आवश्यक असलेली सर्व तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करुन त्याची पालन करण्याची जबाबदारी अर्जदार / विकासक/स्ट्रक्चरल अभियंता/ वास्तुविशारद /बांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहिल.
- १५) रेखांकनातील जागेत विद्यमान झाडे असल्यास झाडे तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- मंजुर बांधकाम नकारो व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकारो मंजुर घेणे बंधनकारक आहे अन्यया हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठरते त्यानुसार उक्त अनिधकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

१७) यापूर्वी पत्र कं *स्नलप्रा जिन्द (पण ८/32-99/ २००२-२००3* दि कि स्थान के स्था के स्थान के

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- १८) बां**षकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लंघन झाल्यास** महानगरपालि**केकडू**न आपणाविरुष्द दंडात्मक कार्यवाही करण्यात येईल.
- १९) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्र.४३ ते ४६ ची काटेकोरपणे अमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक/अभियंता, वास्तुविशारद, स्ट्रक्चरल अभियंता, पर्यवेश्वक व धारक यांची राहिल.
- २०) महानगरपालिकेने मंजूर केलेले बांषकाम नकाशे व बांषकाम प्रारंभ पत्र रदद करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुष्ट विहीत कार्यवाही करण्यात येईल.
  - १) मंजुर बांघकाम नकाशाप्रमाणे बांघकाम न केल्यास.
  - २) मं<mark>जुर बांश्वकाम नकारो</mark> व प्रारंभ पन्नातील नमुद सर्व अटी व रार्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
  - ३) प्रस्तावीत जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्यः वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
  - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहितीव विश्वी ग्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभुल केल्यास निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळमङस्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर बांचकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २३) मंजुर बांधकाम नकाशातील २४.० मी. पेक्षा जास्त उंचीचे हैं सारतीचे अग्निशमन व्यवस्थेनाबत सिक्षम अधिका-याचे 'ना हरकत प्रमागपत्र' सादर करणे बंधनकारक शहे.
- २४) मंजुर रेखांकनाच्या जागेत विद्यमान हमारत तोडण्याचे प्रस्तावीतः केल अस्तर्भाविकान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत-करुन घेतल्यानंतर विद्यमान इमारत तोडून-नदीन बांधकामास प्रारंप करणे बंधनकारक आहे.
- २५) प्रस्तावातील इमारतीचे बांघकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या हमारतीस प्रथम वापर परवाना प्राप्त करुन घेणे व तदनंतरच इमारतीचा मंजुर वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालु असल्याचे निदर्शनास आल्यास



वास्तुविशारद, विकासक व बारक यांच्यावर व्यक्तीश: कायदेशीर कार्यवाही क्रे.एयात वेईले

- -२६) पुर्निकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाज्ञांना सामावृन सेर्णयाची कायदेशीर / -जनाबदारी वारतुविशारद, विकासक व धारक यांची राहील. याबानतची सर्व कायदेशीर पूर्वद्वा (विकासकाने - रहिवाशांसोबन करावयाचा करारनामा व हतर बानी) विकासकाने /धारकाने करणे बंधनकारक राहील.
- २७) या मंजुरीची मुदत दि ३८ । ५/२०१३..पासून दि ३५ । ५ । १२०० ६ पर्यंत राहील. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल.
- २८) यापुर्वीचे पत्र क्रं......ंनपा/नर/...../....ंदिनांक....ंदिनांक....ंविनांक....ंविनांक....ं
- २९) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.

  जिल्लानित १००० १७३० १००० १००० १००० १००० १००० अभियंता व धारक यांची राहिल.

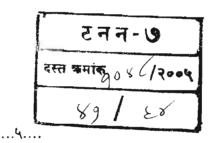
  अभिला,

'मंजुर बांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास व नियमावलीनुसार आवश्यक असर्श्रेल्या परवानग्या न घेता बांधकाम करणे व वापर करणे बेकायदेशीर असून सदरहू बांधकाम अनिधकृत बांधकामाबाबत अधिनियम १९४९ च्या तरतुदीनुसार दखलपात्र गुन्हा ठरून संबंधीत व्यक्ती शिक्षेस पात्र ठरतात.

प्रभारी अधिकारी, मिरा भाईदर महानगरपालिका

**आयुस्त** मिरा-भाईंदर महानगरपालिका





## - १ - क्र.महसुल/क-१/टे.१/एनएपी/एसआर-१३२/२००२ जिल्हाधिकारी कार्यालय ठाणे दिनांक ४०/४/२००३

वाचले :-

- 9) श्री. पांडुरंग नारायण किणी व इतर यांचे कुळमुखत्यारपत्रधारक श्री.रामप्रसाद ए.स. अग्रवाल व मनहर बी. महेता रा.मिरा रोड (पूर्व),ता.जि.ठाणे यांचा दि. ११/७/०२ व दि.१७/३/०३रांजीचे अर्ज
- २) तहसिलदार ठाणे <mark>यांचेकडील चौकशी अहवाल क्र.जमिनबाब/२/वशी /</mark>एसआर-११० दिनांक २४/९/२००२
- 3). अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. युएलसी/टीए/टे-६/भाईंदर/एसआर-२८०+१२४० दि.३०/९/१९९९ २) एसआर-३३७ +१३१७ ३) एसआर १३४३ दि.७/१०/१९९९ ४)एसआर-३२७ दि. २५/७/८३ ५)क्र. युएलसी/टीए/ डब्ल्यूएसएचएस/२०/एसआर-६४५ दि.१५/६/१९९४ ६) क्र.एसआर-५३० दि.२१/५/१९९४ ७) एसआर-१२९० दि. २६/२/२००३ ८) एसआर-१२९१ दि.२६/२/२००३ लगत पत्र क्र. युएलसी/भाईंदर/टे नं. ६/वशी-२०६५ दि.२/१२/२००२
- ४) सामान्य शाखा ( भूसंपादन ) यांचे कडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि-३७९६९ दिनांक २९/८/२००२
  - प्रभारी अधिकारी, मिरा भाईंदर महानगरपालिका यांचे कडील बांधकाम परवानगी क्र.मिभा/ मनपा/नर/५७८/३२१९/२००२-०३ दिनांक २४/६/२००२
  - ैं मुख्याधिकारी मिरा भाईादर नगरपालिका यांचे कडील पत्र क्र. नपा/सीओ/वशी-६३१/२००१-२००२ ैं दि.८/८/२००१
- ७) दि. १/१२/२००२ रोजीच्या दैनिक ' जनमुद्रा ' च्या अंकातील जाहिरनामा
- ८) दि इस्टेट इन्व्हेस्टमेंट कंपनी कडील नाहरकत दाखला क्र. आरई /२७९,२७८,२८४,२८३,२८९, २८०,२८२ दि. २७/१९/२००२, २९५,२९४ दि. १७/१/२००३, २९१,२९२ दि.८/१/२००३ व २८८,२८९ दि.२४/१२/२००२
- ९) अर्जदार यांचे दि. १७/३/२०० व दि.२३/१/२००३ रोजीचे हमीपत्र आदेश :-

ज्या अर्थी, श्री. पांडुरंग नारायण किणी व इतर यांचे कुळमुखत्यारपत्रधारक श्री.रामप्रसाद एस. अग्रवाल व मनहर बी. महेता रा.मिरा रोड (पूर्व),ता.जि.ठाणे कर्न किल्हियातील ठाणे तालुक्यातील मौजे- भाईंदर येथील स.नं. २७५/१ (जुना स.नं. ६७ ००) १५०) २ (जुना स.नं.६७८/६), २७५/६ (जुना स.नं.६७८/६), २७५/६ (जुना स.नं.६७८/६), २७५/६ (जुना स.नं.६७८/३),२७५/६ (जुना स.नं.६७८/३),२०५/३ (जुना स.नं.६७८/३),२०५/३ (जुना स.नं.६७८/३),२०५/३ (जुना स.नं.६०८/३),२०५/३ (जुना स.नं.६०८/३),२०५/६ (जुना स.नं.६०८/३),२७१/६ (जुना स.नं.६०८/३),२०५/६ (जुना स.नं.६८८/६), मधेल अगल्या मान्यान्या जमीनीतिल क्षेत्र ३६९६०-०० चौ.मी. एवढया जागेचा रहिवास व वाणिज्य या बिन्द शेताची प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थि दि. १/१२/२००२ रोजी अर्जदार यांनी दैनिक जिन्मुद्रा ' या वृतपत्रात जाहिरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही

त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वयं जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्त जिल्हाधिकारी याद्वारे,श्री. पांडुरंग नारायण किणी, नंदलाल माणिकलाल पपैय्या, विणा नंदकुमार पपैय्या, निलनी यशवंत किणीं, गौरी शंकर तोडीं, लक्ष्मीबाई शिळग्राम रकवीं, सुभाष शाळिग्राम रकवीं, आशा दिनेशचंद्र घर शिल्पा रमाकांत पतके, शैलजा हरेंद्र भटटे, शालन, शिशकांत, आरती सुरेश ठाकूर, मनोज शिशकांत रकवीं, राजश्री शिशकांत रकवीं, गितांजली शिशकांत रकवीं, राकेश शिकांत रकवीं, अनय, रेखा सुरेश पाठारे, उषा सु. गाठारे, भितां अ मंत्री, युष्पा प्र, रावते, सुमती यशवंत रकवीं, सदानंद रामचंद्र म्हात्रे, हरेश्वर रामचंद्र महात्रे, स्पेश-रामचंद्र महात्रे, गणश रामचंद्र सहात्रे, गणश रामचंद्र सहात्रे, गणश रामचंद्र सहात्रे, गणश रामचंद्र सहात्रे, गणश

₹/-

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मयुर द्वारकानाथ म्हात्रे, गजेंद्र द्वारकानाथ म्हात्रे, मेघना मिलन चोगले, गौरी गिरीष पाटील, हेमालीनी द्वारकानाथ् म्हात्रे, सुमती द्वारकानाथ् म्हात्रे, बळवंत लक्ष्मण म्हात्रे, प्रकाश लक्ष्मण म्हात्रे, विमल प्रभाकर म्हात्रे, सुरेंद्र कृष्णराव म्हात्रे, अनुपमा हरेंद्र म्हात्रे, करुणा कृष्णराव म्हात्रे, अरुणा कृष्णराव म्हात्रे, जयश्री जयवंत म्हात्रे, पराग जयवंत म्हात्रे, मिनषा मिलींद म्हात्रे, प्रतिक्षा जयवंत म्हात्रे, व्हिक्टर झुजे फ्रान्सीस सोज, रिटा जेरोम सोज, मेबल जरोम सोज, रोजी जरोम सोज, ट्रिजा जेरोम सोज, एडजा जोजेफ सोज, इंजल जोजेफ सोज, गायरीना जोजेफ सोज, जुलेट जोजेफ सोज, कलेश जोजफ सोज, गॉर्मन जोजफ सोज रा. भाईंदर ता.जि. ठाणे यांना ठाणे तालुक्यातील मौजे-भाईंदर येथील स.नं. २७५/१ (जुना स.नं.६७८/२ पंकी),२७४/६ (जुना स.नं.६७९/६),२७५/६ (जुना स.नं.६७८/२ पंकी),२७४/६ (जुना स.नं.६७९/६),२७४/३ (जुना स.नं.६७८/३),२७५/३ (जुना स.नं.६७८/३),२७५/६ (जुना स.नं.६७८/३),२७५/६ (जुना स.नं.६०८/३),२७५/२ (जुना स.नं.६०८/२),२७५/२ (जुना स.नं.६०८/२),२७५/२ (जुना स.नं.६०८/६) मधील क्षेत्र ३६९६०-०० चौ.मी एवढया जमीनीच्या क्षेत्रापैकी २०८४३-५९७ चौ.मी. रहिवास व १४९१-०३ चौ.मी. वाणिज्य या बिगर शेतकी प्रयोजनार्थ वापर करण्या बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असून मिरा भाईंदर महानगरपालिके कडील मंजुर बांधकाम नकाशा प्रमाणे खालील क्षेत्रावर वांधकाम अनुज्ञेय नाही.

 9. रोड सेट बॅक एरिया
 ८६८९-९६० चौ.मी.

 २. प्ले ग्राऊंड
 २०८७-१०० चौ.मी.

 ३. रिक्रीएशन ग्राऊंड
 ३९२७-४४० चौ.मी.

 त्या शर्ती अशः 

9. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.

२. अनुज्ञाग्राही व्यक्तीने ( ग्रॅंटीने ) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य वांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस 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 परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरुन जिमनीचा वापर ठरविण्यांत येईल.

3. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडात केंद्राने त्याचे जे कीण्तोही अभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणा उपोट विभागकी करता कर्या था.

- ४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका करण यांचे समिधान होईल अशा रीतीने अशा जमीनीत रस्ते,गटारे वगैरे बांधून जाणे (ब) भूम विभागा केंडून मशा भूखंडाची मोजणी व त्यांचे सीमांकन करुन ती जमीन या पादेशांच्या तारखे पासुन पक वर्गाच्या आंत मंजूर आराखडया प्रमाणेच काटेकोरपणे विकसित केली पहेजे. आणि अशास्त्रीतीने की जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेबा लाव कार्यं कुमें
- ५. अनुज्ञाग्राही व्यक्तीस असा भूंखंड विकावयाचा असेल किंवा त्यांनी इंतर प्रकारे विल्हंवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन करुनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.
- इ. या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्टं केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यात अलेक्स आहे. ज्वर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोक के सोडले पाहिले. इ. प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त अल्लाहमान निर्य
- ७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधक मास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) मिरा भाईंदर नगरपालिका यांची असे बांधकामकरण्या विपयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल कार्योगी भूगी कार्योगी कार्योगी कार्योगी कार्योगी कार्योगी कार्योगी कार्योगी कार्याची कार्



- ८ अनुज्ञाग्राही व्यक्तीने सोवत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंसेस ) सोडले पाहिजे.
- ९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणं न केल्यास ही परवानगी रदद करण्यांत आली असल्याचे समजण्यांत येईल.
- 90. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शेतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठया मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील वदल व बिगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुज्ञाग्राही पात्र ठरेल.
- 99. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जिमनीच्या संबंधात दर चौ.मी. मागे 9-9८-२ रुपये दराने बिगर शेतकी आकारणी दिली पाहिजे. उक्त प्रमाणदर हा दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात राहील. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेती दराने बिनशेती आकार देणे वंधनकारक राहिल. अशा जिमनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळया दराने बिगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार नाही.
- 9२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु. ३१५००/-(अक्षरी) रु एकतीस हजार पाचशे मात्र) चलन क्र.११८/२००३ दिनांक १०/४/२००३ अन्वये शासून
- 9३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या कर अशा जमीनीचे जितके के क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि विन्तीमध्ये के केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यांत बदल करण्यांत येईल.
- 9४. सदर जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक प्रापंचा कालावधीत अनुज्ञाग्रीने अशा जमीनीवर आवश्यक ती इमारत बेशली पाहिने. अच्छिया प्रदरहू आदेश रदद समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीत्राती नेव्यान अर्ज सादर करावा लागेल.
- 9५. पुर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीनं कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करुन घेतले असतील तर ती गोष्ट वेगळी.
- 9६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अध्यच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरववयाची व सडिपाण्याचा निर्मा करण्याची व्यवस्था केली पाहिजे.

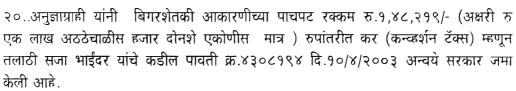
9७.जमीनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या नाम भारत एक मृहिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद करुन देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल प्रायोगी कालावधीत



१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केलयास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

९८व. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा वांधकामाचा वापर करण्यांत आाला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीन उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याना अशी इमारत किंवा वांध्काम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसुल करुन घेण्याचा अधिकार असेल.

9९. दिलेली ही परवानगी मुंबई कुळविहवाट व शेतजमीन अधिनियम 9९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.



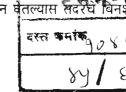
२१ अनुज्ञाग्राही यांनी मिरा भाईंदर नगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमचः वांधकाम केले पाहिजे

२२. अनुज्ञाग्राही यांनी मिरा भाईंदर नगरपालिका यांचे कडिल बांधकाम नज्ञासा न्यातिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करुन जादा चटईक्षेत्र रिस्कृति द्यापर्देल्ये अनुज्ञागाही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६४ चे कर्जम ५२ अन्वय फ्रीजेंद्र री स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा क्रिकाम दूर करण्डांस पात्र रहाती. २३.अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकृत्माठाणे यांचे कड़ील आदेश कर्ज १) क्र. युएलसी/टीए/डब्ल्यूएसएचएस/२०/एसआर-६४५ दि ५/६५१९४, ३) क्र.एसआर-५३० दि २१/५/१९९४, ३) एसआर-१२९० दि २६/२/२००३, ४ एसअर-१२९१ दि २६/२/२००३ अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायवे १९७६ के कल्क २० अन्वयं योजना मंजुर केलेली आहे. सदर आदेशा मध्ये नमूद केले प्रमाणे उपविक्त माम्यको तदिनेका बांधणे हे परवानगीधारक यांचेवर बंधनकारक राहील.त्याच प्रमाणे ज्या सदिनेका शासनाकडे वर्ग करावयाच्या आहेत त्यांचा ताबा शासनास देणे परवानगीधारक यांचेवर बंधनकारक राहील.

२४. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र.

9) क्र. युएलसी/टीए/डब्ल्यूएसएचएस/२०/एसआर-६४५ दि.१५/६/१९९४, २) क्र.एसआर-५३० दि.२१/५/१९९४ अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायदा १९७६ चं कलम २० अन्वये योजना मंजुर केलेली आहे. सदर आदेशाची मुदत संपल्याने हे आदेश पारीत झाल्या पासून ६० दिवसांच्या आंत सक्षम प्राधिका-याकडून मुदत्वाढ घेण अनुज्ञाग्राही यांचेवर बंधनकारक राहील. मुदतीत मुदतवाढ न चेतल्यास सदरचे विनशती आदेश रदद झाल्याचे

समजणेत येईल निष्या १०११





२५.या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर राहील. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बाबत खात्री झाल्याशिवाय मिरा भाईंदर नगरपालकेने संबंधित विकासकास वापर परवाना देऊ नये.

सही/-( आय.एस.चहल ) जिल्हाधिकारी ठाणे

प्रति,

श्री. पांडुरंग नारायण किणी व इतर

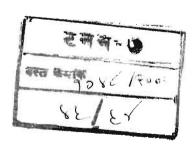
रा. भाईंदर (प), ता.जि.ठाणे



जाया क्षा करिता









क्रायुएलसी/टिए/एटीपी/कलम-२०/ एसजार-१२९०/भाईंदर/२००३ अपर जिल्हाधिकारी व सक्षम प्राधिकारी राण गागरी संक्लन, ठाणे दिनाकः :- १३/१२/२००३

प्रति,

श्री गौरीशंकर जी तोडी व्यारा श्री,रामप्रसाद एस.अधनाल ७, सालासर टॉवर, नगर भवनावरार भाईदर (प), ता.जि.राणे

> विषय - भाजाकाचा आधिनयम १९७६ कलम २० शालील योजना जीवनधारक-श्री गौरीशंकर जी.तोडी भाज-भाइंदर, ता,जि.ठाणे भ.क.६७८/२ पे, ६७६/१ ओ (जुना), २७५/२ पं, २७८/१ ओ (नियन) योजनेखालील क्षेत्र - १६४०.०० चौ.मि.

संदर्भ :- आपला विनंती अर्ज दिनांक २८/११/२९

महोदय,

उपरोक्त विषयां संदर्भात आपणास कळविणंत येते की, शतींस अधिन राहुन योजनेतील विषयांकित क्षेत्रातील सदिनकांच कार्यालयाची हरकत नाही.

योजना आदेश क्र.युएलर्सा/टिए/एटीपी/इबल्युएसएचएस-२०/एस.उ · दिनांक २६/२/२००३ मधील अटी व शर्ती पूर्वीप्रमाणेच विकासकर्ते/ये यांवर बंधनकारक राहतील.

मा.सर्वोच्च न्यायालयाने कलम २० खालील योजनावावत दिनांक ३१/१/९० रोजी ₹. दिलेल्या निर्देशाचे काटेकारपणे पालन करण्यांत यावे.

योजनेतील खुल्या बाजारात विकाययाच्या राउनिका रु.६५२/- चौ.फूट या दराने ₹. विकाय्यात व त्यासाटी टेक्लेले विवर्ध रजिस्टर विहीत नम्न्यात भरुन पडताळणीसाठी

र्पिक्किन्या ५ तारखेच्या आंत सादर)करण्यात याचे

र जिल्हार्थिकारी तथा सक्षम प्राधिकारी राण नागरी संकुलन ठाणे.

दस्त अम्ब

टनन-७

यांका किळावणात येते की विषयांकित क्षेत्रातील सदिनिकांच्या नोंदणीस या कार्यालयाची १२कत न ही विद्वाम निरंग कार्येड्स, ठाणे.

Ti. 15



ऋथ्एलसं।/टिए/ए<mark>टीपी/कलम-२०</mark>/ एराजार-४२९१/भाईदर/२००३ अपर जिल्हाधिकारी व सक्षम प्राधिकारी टाणं वागरी संकुलन,ठाणे विलोका :- ७३/१२/२००३

प्रति.

श्रीमती,नलिनी यशयंत विदर्भा खाग श्री,गभप्रसाद एस.अस्याल सालासम् द्विम् नगम् भवाकतः बाईद्रण (प), सार्वप्रसाम

> विषय - ना.ज.क.चा. आर्धानयम् १९७६ कवम २० खालील योजना अधिनवारकः-धोमती,नांतनी यशवंत किणी भोजे-पाइंडर, ताजि.टाणे भ.अ..६७८/६ (ज्ला), २७५/६ (नविन) योधनेखालील क्षेत्र - ५०४०.०० चौ.मि.

सटमं :- आपला विगंती अर्ज दिनांक २८/११/२००३

ात्य,

उपरोक्त विषया अन्तर्भाव अन्तर्भाव कर्यावर्णन येते की, खालील अ ाटांस आधिन राष्ट्रन योजनेतील दिवसाधित संवानील सदिनिकांच्या नोंदर्णस ज्ञायालयाची हरकत नाही.

यांजना आदेश ऋ.युएलसी/रिष्णु ए १८५/४६४५५५सएचएस-२०/एस.आर.४२९१ दिनांक २६/२/२००३ मधील जांत राजा पूर्वीप्रमाणेच विकासकर्ते/योजनाधारक यांवर वंथनकारक शहतील.

मा सर्वोच्च न्यायालयानं कलम २० रसलील योजनांबावत दिनांक ३१/१/९० रोजी दिलेल्या सिर्देशाचे काटेकारपणे पालन करण्यांत यावे.

योजनेतील खुल्या बाजारात विकाययाच्या सर्वानका रु.६५३/- चौ.फुट या दराने विकाय्यात व त्यासाठी देवलेले विकी रीजस्टर विहीत नमन्यात भरुन पडताळणीर या कार्यालयुर्क्क्ष्य क्रीहेन्यव्या ५ नाग्य्येच्या आंत सादर करण्यात याचे.

टनन-७ वस्त क्रमांक व ० ४ वि २००५

पर लिल्ह्याधिकारी तथा सक्षम प्राधिकारी टोण नागरी संकुलन ठाणे.

देयम नियंधक, टींणें धाना कळावणीत यत की विश्वयाकित क्षेत्रातीलें सदिनकांच्या नोंदणीस या कार्यालयाची हरकत नाही. ७०७। ३(५२) ०३

की इत्यम निजयक कार्याक्षय, ठाणें.

JH :-

15. :02/3/2008. Et .रिणिठ ,माजकुछ छि।गाम विषठ रिकिधीर मध्य एक दिक्धीकुली उप्पर एस.अगर.५३०/भाइदर् २००३. , वर्षत्वसी/हिष्/प्रशापानम् क

.८.३-इ.घर्म ,(....) डालाए इरिएएउनस् , ।डाम्प्रडाम ३०८, तुलसी निवास, द्वारा औ. मनहरताल ची. महता शिष्टी एष्ट्रिय निर्हाम .सि

हैल्यः :- मा.स.स.स. आधीराया १९७६

ाणि .सी.१६ , ५५ ड्रीम - स्टॉम रिण्की एएएएत एएंड्रांग .रिश्च - कप्रायनसीह कलम ३० खालाल याजना

五流、こらくり

.मि.फि ००.०२।४१ - स्मेर

१९९ . ई। हेन्छ । एस्ट्रां १७५० हैं।

महाइस

**F**tr

ार्डाम हकप्र मार्गाणाया याजनतील स.स. ६७८/१ मधाल हुमारत स. ६ अ. १ ह सिमिष्ठ कि ६ए हाण्डोऊक सिन्द्रेशकरो क्रिक्टिट

प्रांप रिकामकर्मी, कपायासायार माणामप्रविद्य तिष्ठ र १५४६ एवया ४२२१/२/१९ ई। मूळ यानना आदेश के. युष्तायो/हिए/हब्युएयएचएस २०/एसओ

मा. सर्वाच्य न्यायातयाने कतम २० खाताल योजनांदाचत दिनांक न्यनकारक राहताल.

याजनेताल खुल्या वाजारात विकाययाच्या सद्भिका रू. ६७८/- चौद्धुरूच रोजा दिलेल्या निदेशाच कारेकार्यण पालन करणंत याव.

**र्हा** हिन्दुक दुवार होए । क्रिस्टा हुन होता हो । क्रिस्टा हुन होता हो । ण्ळाते व त्यासार हेवलले विकार होते ही प्रदेश महिल महिल है ।

- .रिणठ , निजकुत्त ने, वाणे. -ाराकधीप मध्य व गिकधेरीइल्हा

याना काळावणत यत का याजनताल स.क. ६७८/१

-: ਨਸ਼

करुठ मियानीयाक प्र प्राल्डॉन क्यांकनीड्य छिप इ. त्र हप्राप्ट्ड हाथित

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MENTILE COUNTY AND A COUNTY OF STATE OF יווש . איואל 0 | 30 | 20 | किया के क्षा के क्षा के क्षा के किया के क्षा के किया के क्षा के किया के क्षा के किया किया के किया किया के किया किया किया के किया के किय ř Section of the sectio 7 . जांच नगुना सात (अधिकार अभिकेस पत्रक) सुमाप नाकितमा स A TESTORES TO THE يائم المراجد المرواسة This way They all ; ... ç हानाजी ज्या 03 + 16 HALL BELLERAGE OF 0 50 0 C 103-5 Pertonial of men articles 17.75 454 Mt 4 254 notes Kel One. מינות אמינה to salanted at 3 F. ( 5 601 3) THEFT STORY \$ 2777 FF in treater Pere rivi mis 24 A तादुग्न - टाम Men-uta 2 ,071 V. S. die The さんとうとうとうとう MAIS ARTHURS (ye) trustición via (98) गांच म्युमा यात्रा ( विकासी मोट बढी 💢 LESCHING CENTRALISMENTS स्तार टाभाडी उपतेष्ट नसतेती नांच लगुला आत ( जिल्ला अधिकेश पत्रमा ) PA's RESERVED AND Ō ð האושותות מאות העלצת ć אאיע הפוינו 1.4 223 # # 14 425 13.25 13.25 13.25 ij FF. Ac Esagrate es अगरत दाहुनूत सडी बरच्या सिर्ध प्रथे 17 6/013 . . 5 は、これのこととないないというという STATE OF STATE BUT BEING FLIGH برسدن الله ١٠٠ 4 + 276 + E

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nia - mar म् छाटा 7 Arrest services मांद नगुना सात (अधिकार अभिष्ठेश पत्रक) आंव अगुन्धा स्तात (गिकासी बोद बहो) ~ \$ (283 (28) F inche incommune de 000-0 5, 0 4070 3 / K mapada en estas 0.35.0 ï, ž (;) C सर्दुन स्वर्ग स्थल्न हिन्दे आहे. British Astrono .स. ( ९७६८ ( २५) かつな the regal test. 4 7 5 W. P. בילה אפריי केन्द्र स्तीत पुत्रमन्त्र विभ गतः व्याद्भ ; عمربطط ماده ¥ 7 अरवीर कट्सरा म्हम प्राचार कट्सरा म्हम निभक प्रमास् स्थान TOWALL BOOKING JES Sugar Transfer State Party Party अति नेमुमा सात (पिकांधा मोद बही) अतंत न्त्युन्स स्थात (असिकाह अभिक्षेत्र पत्रक) אודייםלי ויסידיא म्हिस्स अधि 201016 the history of Ó 2970 harrithden clause ware المرازة ال 35 Į, 0 0 FR F. No reference בינואנים בינויים 3. a. ( 50219 ) अम्मन बातुःम स्वरी Section of the second 5 225 Hr seed putting 403 متعملي الإلمام THE FUEL

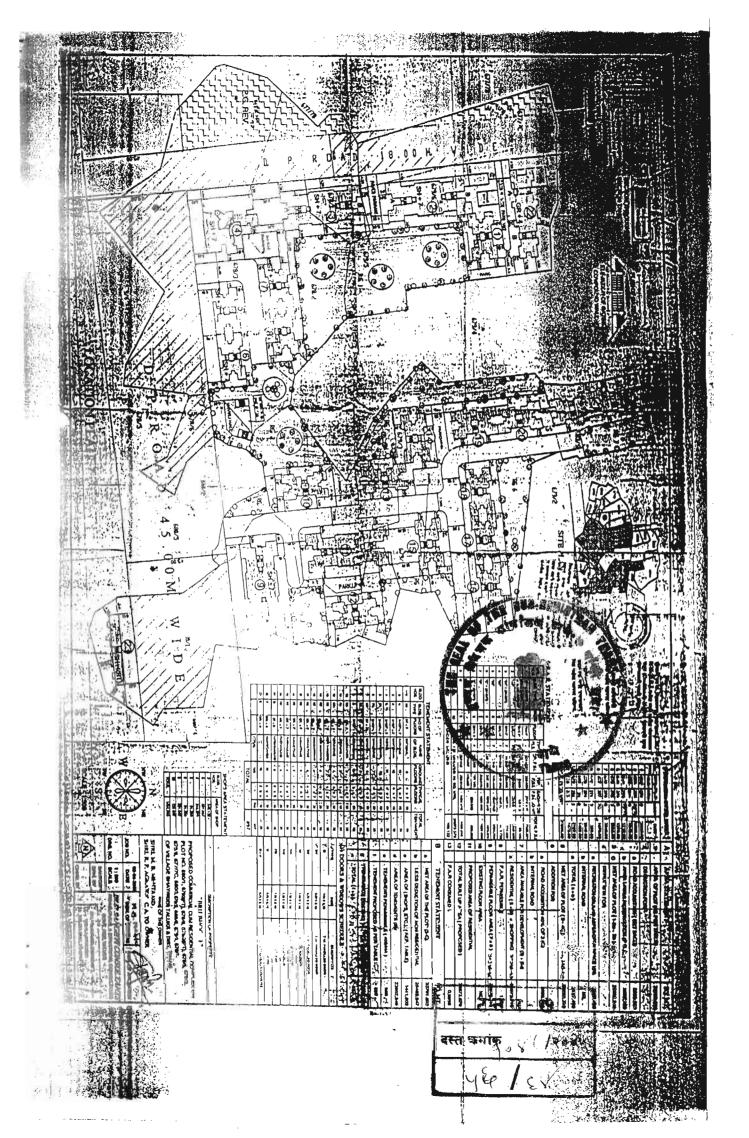
(A)(A)(A) SE SE 18 mm عمريت ساء٠ ; 2 3 4 13 गांव नमुना सत्त (अधिकार अधिकेत धत्रक) नीव नद्भारा कहा मेहरात नद्भार बड़ो ŗ G-62-0 7 11/10/103 New Committee 7.7 د و پيران د न हिन्दी अन 00000000 By Krithak a 3 11 (Evody) 701 True man section of POLE POLE Total Control of the Parket í ; (2) 00 2000 40 (38 0) からいましているかったい 4414 414V 7 the Jaily sing かっていてきているが गतंद गगुना सात (अधिकार अभिष्ठेज पत्रक) जांद नामुना सात (धंकांबी ओद बही) しなのででは ביהיוביוה איהוה ن د د الراهيدة عددها 1442 Per Iban La di : 1 President fam thank offiche 200 m . अनसन नर्दु हुन ११मी नकारत दिन्दी अम् Order Distail 3 by programmy of 3 11. ( Eucl &) e on activiti 1.000 1 0 1 142 344 400 5000

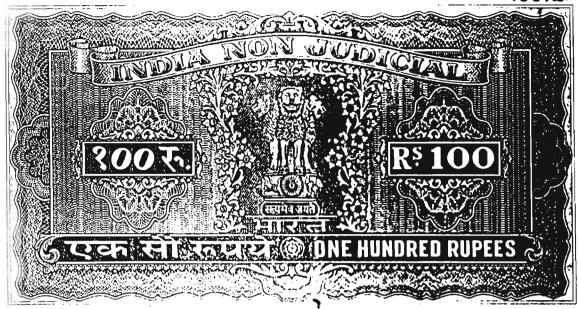
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पांडुन्य लायन्यवास्तुर्वा Sections of the second ï ગાંલ કાસુંગા સાલ ભારતંતી મોર મધી) गांव नगुना सात (अधिकार अभिष्टेस पत्रक) 201012 (19) bete francache me 6,0 0,-126 0-132-10 huraka ese akin Wet fil a mond 1 Ĭ Ö () Part by σ Port and the state N.P. I HARLE ST. 1000 mg בייו ביין ביין irent Library शिया अर्थिय भृष्यान्त संबन्ध (८५८) धनगरतात्री यन (६३८) प्रस्ति अव 7 Assistant and Assistant and Assistant and Assistant Assi 7 ्राम्त्र स्टिक्लाम्यास्त्राहा अंदर्भाद याभवह उस भिरा न्यसुनाय अस्त यांव गंगुना सत् (अविकार अभिकेल पत्रक) मृ.स. () ८७८/१२पेंः) आरहते उम्मच्या आरहते उम्मजी माल गगुना सात (गिकांबी गोद पदी) ब्रिक्टिय याम पर्ट अने चर्णा नाम पर्ट स्रोति स्राम्पर्ट Has harranda as 9: 42 265 munutin das seini 10.61 0 ace His a witer الا الا 0 उसमा बर्सुन्य त्यी सक्त दिन्हे उसो היישורה שאפינהיה המלחרה hy instacts de 4 to co ¥ 60.00 Section of the second :: AD, THEY CATE ممتون يتنا واد 2.215-A. 7000 tatis

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लायसन्स नं. ५१/१५९६

त्यद्वाच हिकाण: कोटारी कल्सस्टन्खी ६ जोत्नस भयार्टीस्ट ६० ए कॉस रोड. साहित (१६चम)

मनुषानां २१५५ । इसत ह 100/-मांच M/) Salayar Developed इस्र

कविता विकीप

12 0 OCT 2083



TO ALL WHOM THESE PRESENTS SHALL COME:

I/We SHRI MANHARLAL B. MEH

Partner of M/S SALASAR DEVELOPERS

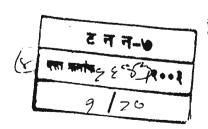
address At :- Salasar Tower,

ANAND R. AGRAWAL & SHRI RAMPRASAD

Bhavan, Opp. Kashi-Mira, Bhayande

Dist:- Thane 401 101., SEND GREETING.

My Benshier



..2..

टनन-७ वस्त क्यांक , ५/२००५ ५/० कि

Mel The

Whereas I/We are Partner of M/S SALASAR DEVELOPERS, in the course of business are required to execute of agreement for sale of Flat / Shop / Gala / Office / and deeds of confirmation regarding the Flat/ Shop/ Gala/ Office / in "SALASAR BRIJ BHOOMI" (BARSANA 1 & 2, NADGAON 3, VRINDAVAN 4 & GOKUL 7 & 8) building, being lying and certitude at

Old S	S.No.	New	S.No.	H.No.	Arwa	Sq.Yard	Area	sq.Mtrs
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Bhayander, revenue village Bhayande 101 Taluka & Dist. Thane. limits of Bhayander Mahanagar Palika. and any documents of already executed document by me or to be executed/signed by me.

And whereas certain documents require registration at the office of the sub

M.B.mehter

(8)	ट न न- <b>७</b>
	वत स्मान् १००३ स्तान
	2-/20

Registrar of Assurance, Mumbai/Thane. And whereas we are desirous of appointing SHRI DEELIP GYANCHANDJI KOTHARI, age 39 years, office 6, Jonus Apartment, 60' Feet Cross Road, Behind Hamara Bazar, Bhayander (West) Dist:- Thane 401 101 as our true and lawful attorney for the purpose of registration of such documents.

### KNOW NO I BY THESE PRESENTS THAT

I/We, SHRI MANHARLAL B. MEHTA & SHRI, ANAND R. AGRAWAL & SHRI RAMPRASAD R. AGARWAL, Partner of M/S SALASAR DEVELOPERS, do hereby appoint, nominate and constitute, the said SHRI DEELIP GYANCHANDJI KOTHARI, as CUT true and lawful Attorney to do the following acts deeds and things:-

To appear before the Sub - Registral of Assurance concerned respect of document, of agreement for sale herebefore executed by us or to be executed by us, signed individually hereafter as partner of SALASAR DEVELOPERS, and for us and on Special or to be seen to the same of the same

of pe/us to admit such execution,

For its and on my behalf to presents for registration such document here efore executed by its or to be executed by its.

M.B.Mehda

Y 74.08

टनन-७

त क्यांक ०४८/२००५

To do all acts, deeds and things for US and on cur behalf to cause the attendance of our executing parties to any documents before the Sub - Registrar of assurance. Thane/Mumbai to make any application or submission in writing for the purpose of effectively registering any documents as my said attorney may deem fit and proper.

And City selves agree to ractify and confirm all and whatsoever said attorney shall purpose to do or cause to be done, by virtue of these presents.

SIGNED, SEALED & DELIVERED by withinnamed "EXECUTANT"

SHRI MANHARLAL D. HEHTA

SHRI ANAND R. AGARUAL

SHRI RAMPRASAD S. AGARWAL

partner of M/S SALASAR DEVELOPERS )

in the presence or......

1 Shartan

2) formbedie

POWER OF ATTORNEY HOLD

1] SHRI DEELIP G. KOTHAR

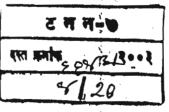
SEPCIMAN SIGNATURE

on this 20th. day November 2003









#### टनन7 दस्त गोषवारा भाग-1 दस्त क 6643/2003 🖟 दुय्यम निवंधकः 2/12/2003 4:47:08 pm ठाणे 7 इस्त क्रमांक : 6643/2003 इस्ताचा प्रकार: मुखत्यारनामा पक्षकाराचा प्रकार छायाचित्र 🛚 क. पक्षकाराचे नाव व पत्ता अंग्रुगुचा ठसा ाया ने सालासर डे तफें भागीदार मनहरलाल थी महता लिसून देणार जताः घर/प्रलॅट म गल्ली/रस्ताः पाटक रोड वय 48 नारतीचे नावः सालासर टॉधर राही ाद/वसाहतः -ManharLaL. B. Mehtaline. राहर/गावः भाईदर प तालुका: -H नावः मे.सालासर डे तर्फे भागीदार आनंद आर अग्रजाल लिहून देणार पत्ताः घर/प्रलॅट नः वरीलप्रमाणे गल्ली/रस्ताः -वय 🎋 25 ईमारतीचे नावः -सुरी ईमारत नः -पेठ/वसाहतः -राहर/ए तालुकाः -पिन: नावः में सालासर डे तफें भागीदार रागप्रसाद एस अग्रवाल लिहून देणार ाताः घर/प्रलॅट नः वरीलप्रभागे वय ाल्ली/रपताः -सही ्मारतीचे भावा -रमारत न ्द/वसाहतः -नाहर/मावः-अल्बन: (D:1): -नावः दिलीप जी कोटारी विता: घर/प्रतंट नः 6 लिहून धेणार गल्ली/रपताः -वय **ईमारतीचे** नावः जोगस अपार्ट सही ईमारत नः -पेद/वसाहतः -शहर/गाव: भाईदर লালুক विस नन-७ Mr. Eria

दरत गोपवारा भाग - 2

दस्त क्र. [टनन7-6643-2003] चा गांपवारा

वाजार मुल्य :1 मोबदला 1 भरलेलं मुद्राक शुल्क : 100

बरत हजर केल्याचा दिनांक :12/12/2003 04:37 PM

निष्पादनाचा दिनांक : 20/11/2003 वस्त हजर करणा-याची सही:

# Manhartal. B. mehla

दस्ताचा प्रकार :48) मुखत्यारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 12/12/2603 04/37 PM शिवका क्र. 2 ची वेळ : (फी) 12/12/2003 04:44 थि. शिवका क्र. 3 ची वेळ : (कपुर्ली) 12/12/2003 04:46 PM शिक्का क्र. 4 ची वेळ : (ओळस) 12/12/2003 04:46 PM

दस्त नोंद केल्याचा दिनांक : 12/12/2003 04 46 PM

टनन7 दरत क्रमांक (6643/2003) 10 **-98**€

पावती कः:6643 दिनांक:12/12/2003 पावतीधे वर्णन

नाव. मे.सालासर डं तर्फ भागीदार मनहरलाल वी मेहता

100 :नोदणी फी

400 :नक्कल (अ. 11(1)), पृष्टांकनाःची नक्कः

(30. 11(2)).

रुजयात (अ. 12) य छायाचित्रण (अ. 13) -> एकत्रित फी

५००: एवू:ण

द नियर्धेकांची सही, डीणे 7

खालील इसम असे नियंदीत करतात की, ते दुस्तर्यक करने देणा-यांना व्यक्तीशा ओळ्डातात र े ओळख पटवितात. ਾ ਮਾਜਬ- जन्म , घर/प्रलेंट नः 10 🔑 कलो/रस्ताः जानतीचे नाथः मिलन प्लाझा हमारत नः गट/यसाहत: गहर/गाव: भाईटर प तालुकाः -2) मेहूल- याफना ,घर/फ्लॅट नं: वरीलप्रमाण गल्ली/रस्ता: -



ईमारतीचे नावः -ईमारत नं: -पेट/वसाहत: -शहर/गाव:-तालुका: -पिनः -ाकाची सही

> भागेत रेते की b 1. पाने आर्ट

A. KIR

आंकब्रिट नॉइक्र\

टनन-७ दस्त क्रमांक

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क्षाणं ।

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

टनन7 दस्त क्र 1048/2005

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22/02/2005 1:39:22 pm

ठाणे ७

1048/2005 दस्त क्रमांक:

दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

नावः रमेश आर करवा पत्ताः घर/फ्लॅट नंः ई /202

गल्ली/रस्ता: -

ईमारतीचे नावः वालचंद प्लाझा

ईमारत नं: -

पेट/वसाहतः गीतानगर शहर/गाव: भाईदर प

तालुका: -पिन: -

पॅन नम्बर: AEEPK 8137Q

लिहून घेणार

वय 34

सही

छायाचित्र

अंगठ्याचा ठसा



नावः में सालासर डे चे भागीदार आनंद आर अग्रवाल याच्या तर्फ कु मुम्हणून दिलीप जी कोठारी

पताः घर/फ्लंट नंः 6

गल्ली/रस्ताः -

इमारतीचे नाव जोनस अपार्ट

ईमारत नः -पेट/वसाहतः -शहर/गाट

लिहून देणार

वय सही







## दस्त गोषवारा भाग - 2

टनन7

पावती क्र.:1048

पावतीचे वर्णन नांव: रमेश आर करवा

दस्त क्रमांक (1048/2005)

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दिनांक:22/02/2005

दस्त क्र. [टनन7-1048-2005] चा गोषवारा

बाजार मुल्य :1050197 मोबदला 1590000 भरलेले मुद्रांक शुल्क : 63250

दस्त हजर केल्याचा दिनांक :22/02/2005 01:34 PM

निष्पादनाचा दिनांक : 16/02/2005 दस्त हजर करणा-याची सही :

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दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/02/2005 01:34 PM

शिक्का क्र. 2 ची वेळ : (फ़ी) 22/02/2005 01:37 PM शिक्का क्र. 3 ची वेळ : (कबुली) 22/02/2005 01:38 PM शिक्का क्र. 4 ची वेळ : (ओळख) 22/02/2005 01:38 PM

दस्त नोंद केल्याचा दिनांक : 22/02/2005 01:39 PM

15900 :नोंदणी फी

1280 :नक्कल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

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

एकत्रित फ़ी

17180: एकूण

दु. निबंधकायी सही, ठाणे 7

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

1) मनिष- जैन ,घर/फ़लॅट नं: 10

गल्ली/रस्ता: -

ईमारतीचे नावः मिलन प्लाझा

ईमारत नं: -पेठ/वसाहत: -शहर/गाव: भाईदर प

वालुकाः -

2) अदीप- केदार .घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ताः -ईमारतीचे नावः -ईमारत नं: -

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तालुकाः -पिनः - Joseph State of the State of th

दु. निर्ध्यकाची सही जमे 7 पुस्तक क्यांक ०१ च्यांका र नोंबला.

(श्री एस. बी जाकोड)

बुस्यम निबंधक ठाणे कं ७.

वारीब 22 माहे फिद्ध सन २००५.

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दस्तक्रमांक व वर्ष: 1048/2005

द्य्यम निबंधक: ठाणे 7

Tuesday, February 22, 2005

नोंदणी 63 म. Regn. 63 m.e

सूची क्र. दोन INDEX NO. II

गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 1,590,000.00

बा.भा. रू. 1,050,197.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: जुना 679/5 निवन ,274/5/-/- वर्णनः विभागाचे नाव - मीजे [गांव ] भाईंदर क्रमांक 1 (मिरा भाईंदर महानगरपालिका ), उपविभागाचे नाव - 1/11 - एच - 2) भु-भाग मौजे भाईदर गांवातील रेल्वे लाईनच्या पश्चिमेकडील व वरील अे ते जी व एच -1 भागातील मिळकती वगळता इतर सर्व मिळकती सदनिका क्र 701/7 वा मजला, बि नं 7,गोकूळ,सालासर ब्रिजभूमी

(3)क्षेत्रफळ

(1)बांधीव मिळकतीचे क्षेत्रफळ 102.06 ची.मी. आहे.

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)-

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) मे.सालासर डे चे भागीदार आनंद आर अग्रवाल यांच्या तर्फे कु मु म्हणून दिलीप जी कोठारी; घर/फ़लॅट नं: 6; गल्ली/रस्ता: -; ईमारतीचे नाव: जोनस अपार्ट; ईमारत नं: -; पेठ/वसाहतः -; श्राहर/गावः भाईदर प; तालुकाः -; पिनः -; पॅन नम्बरः AAKFS 6465R.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) रमेश आर करवा; घर/फ़्लॅट नं: ई /202; गल्ली/रस्ता: -; ईमारतीचे नाव: वालचंद प्लाझा; ईमारत नं: -; पेठ/वसाहतः गीतानगर; शहर/गावः भाईदर प; तालुकाः -;पिनः -; पॅन नम्बरः AEEPK 8137Q.

(7) दिनांक

करून दिल्याचा 16/02/2005

नोंदणीचा (8)

22/02/2005

(9) अनुक्रमांक, खंड व पृष्ट

1048 /2005

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

ৰ্জ 63250.00

(11) बाजारभावाप्रमाणे नोंदणी

रू 15900.00

(12) शेरा

