

Flat 501

Harsh Heights



सूची क्र.2

दुय्यम निबंधक : S.R. Thane 9

फाईल क्रमांक : 1026/2017

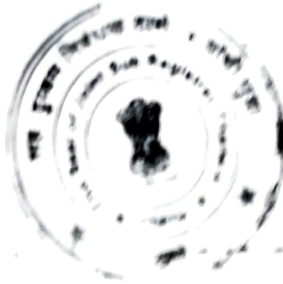
नोंदणी :

Regn:63m

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

गावाचे (Village Name) : **Bhaindar**

(1) विनेखाचा 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 घरक्रमांक(असल्यास) (Property Description)	1) Corporation: मिरा-भाईंदर मनपा Other details: Building Name:CHAITANYA BLDG BHAYANDER, Flat No:SHOP NO 4, Road:-, Block Sector:-, Landmark:- (Survey Number: 252 ;) 2) Corporation: मिरा-भाईंदर मनपा Other details: Building Name:GOKUL CHS BHAYANDER, Flat No:701, Road:-, Block Sector:-, Landmark:- (Survey Number: 275 ;) 3) Corporation: मिरा-भाईंदर मनपा Other details: Building Name:HARSH HEIGHTS BHAYANDER, Flat No:501, Road:-, Block Sector:-, Landmark:- (Survey Number: 276 ;)
क्षेत्रफळ (Area)	1) Build Area :34.00 / Open Area :0 Square Meter 2) Build Area :920.00 / Open Area :0 Square Foot 3) Build Area :930.00 / Open Area :0 Square Foot
कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: SUMAN J SHARMA Age: 40, Address: Building Name:HARSH HEIGHTS BHAYANDER, Floor No:5, Flat No:501, Block Sector:-, Road:-, City:BHAYANDER, State:MAHARASHTRA, District:THANE, Pin:401101 ,PAN: APDPS4977E 2) Name: JITENDRA H SHARMA Age: 39, Address: Building Name:HARSH HEIGHTS BHAYANDER, Floor No:5, Flat No:501, Block Sector:-, Road:-, City:BHAYANDER, State:MAHARASHTRA, District:THANE, Pin:401101 ,PAN: AEEPS5136F 3) Name: RAMESH R KARWA Age: 45, Address: Building Name:GOKUL CHS BHAYANDER, Floor No:7, Flat No:701, Block Sector:-, Road:-, City:BHAYANDER, State:MAHARASHTRA, District:THANE, Pin:401101 ,PAN: AEEPK8137Q
कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: BANK OF INDIA Address: MANDVI (MVI)
हाण / कर्जाचा दिनांक (Date of Mortgage)	15/06/2017
टीम फाईल केल्याचा दिनांक (Date of Filing)	17/06/2017
फाईल नंबर (Filing No.)	1026/2017
ट्रांक शुल्क (Stamp Duty)	Rs.100500/-
फाईलिंग शुल्क (Filing Amount)	Rs.1300/-
Date of submission	15/06/2017
टीप (Remark)	-



Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch	BHAYANDAR
Date	17/3/10
Pay to Acct. Stamp Duty	12391
Frinking Value	Rs 1,14,400/-
Service Charges	Rs
TOTAL	Rs 1,14,400/-
Name & Address of the Stamp paying party Suman Jitendra Sharma Bhayandar	
Tel./Mobile No.	9892798
Desc.	Alpha Depositing
DD/Chq. No.	20880
Drawn @	Original Bank
Drawn @	Commerce Bank Ltd.
Transit	Bank's Use
Frinking St. No.	
Cashier	

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at Mumbai this 26th day of March in the Christian Year Two Thousand ~~Eight~~ ^{Ten} BETWEEN M/S. HARSH REAL ESTATE PRIVATE LIMITED, a Company registered under the provisions of the Companies Act 1956, having its Office at 402, Sunrise Water Field Road, Bandra, (West), Mumbai - 400 050, hereinafter referred to as "the PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the ONE PART AND ~~SMT.~~ MRS SUMAN JITENDRA SHARMA

of Mumbai, Indian

Inhabitant, having his/her/their present address at F/303, Krishna
Vasant Sagar Santa Nagar Thakur Village
hereinafter referred to as "the PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include

दरल प्रमात 3003/101
9-18

2
Suman

19443
MAR 17 2010
11 34
9892798

his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS - I.

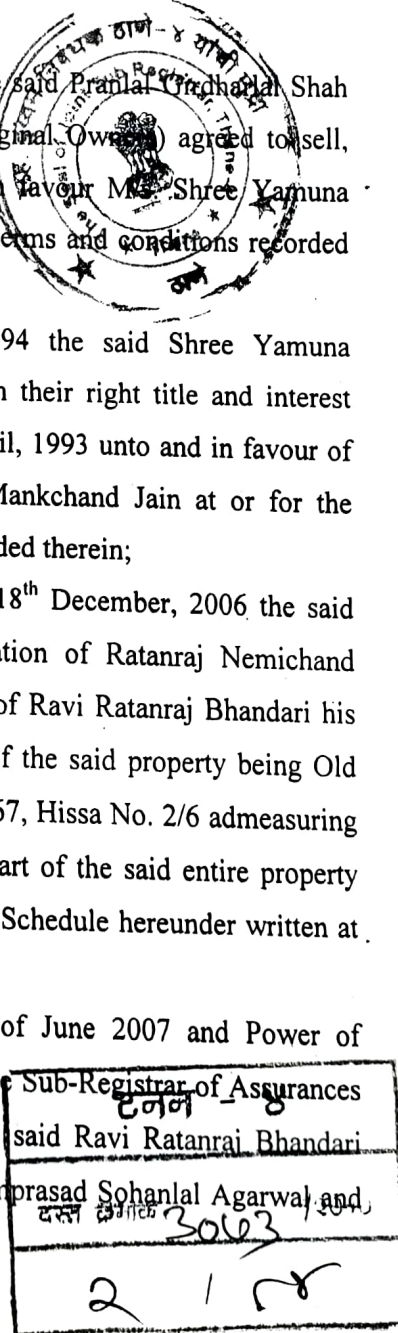
a) By a Deed of Conveyance dated 21st July 1967 duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 314 dated 26th July, 1967 Pranalal Girdharilal Shah (Sanghrajka) and Others acquired and purchased from Munjulaben Jagannath Kamdar all that piece and parcel of land or ground situate lying and being at Village Bhayander Taluka & District Thane, in the Registration District of Thane bearing Old Survey No. 567, Hissa No. 2/6, New Survey No. 267, Hissa No. 2/6 admeasuring 450 sq.mtrs. equivalent to 538 sq.yards or thereabout. **(PROPERTY - I);**

b) By an Agreement dated 30th April 1993 the said Pranalal Girdharilal Shah (Sanghrajka) and Others (for short "the said Original Owners") agreed to sell, transfer and convey the said property unto and in favour of M/s. Shree Yamuna Developers at or for the consideration and on the terms and conditions recorded therein;

c) By an Agreement dated 11th March, 1994 the said Shree Yamuna Developers had agreed to sell, transfer and assign their right title and interest including under the said Agreement dated 30th April, 1993 unto and in favour of Ratanraj Nemichand Bhandari and Dilkhushraj Manakchand Jain at or for the consideration and on the terms and conditions recorded therein;

d) By an Agreement for Development dated 18th December, 2006 the said Dilkhushraj Manakchand Jain with the confirmation of Ratanraj Nemichand Bhandari, agreed to transfer and assign in favour of Ravi Ratanraj Bhandari his One Half 50% right, title and interest in respect of the said property being Old Survey No. 567, Hissa No. 2/6, New Survey No. 267, Hissa No. 2/6 admeasuring 538 sq.yards equivalent to 450 sq.mtrs. forming part of the said entire property and more particularly described Firstly in the First Schedule hereunder written at or for the consideration mentioned therein;

e) By an Agreement executed on 28th day of June 2007 and Power of Attorney dated 24th August, duly registered with the Sub-Registrar of Assurances at Thane under Serial No. TNN 4-7557-2007 the said Ravi Ratanraj Bhandari transferred and assigned unto and in favour of Ramprasad Sohanlal Agarwal and,



२

May, 2008 for the purpose of development of the said entire property, subject to the terms and conditions recorded therein;

e) The Advocates for the said Owners by their Certificates dated 15th May 2008, have, inter alia, certified the right, title and interest of the said Owners in respect of the said property described in the First Schedule hereunder written as marketable and have full right, absolutely authority and entitled to develop the same by constructing buildings thereon;

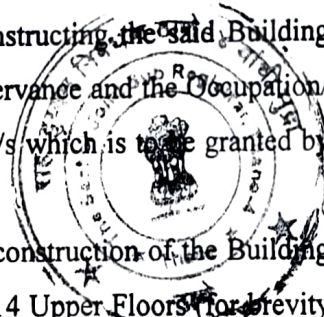
f) The copies of the said Certificate of Title, 7/12 Extract, & Commencement Certificate, in respect of the said Building No.3 and the title of the said Owners/Promoters are hereto annexed and marked as ANNEXURE "D" to "F" respectively;

g) The terms, conditions, stipulations and restrictions as laid down or which may be hereafter imposed or laid down by the local authorities including Mira-Bhayander Municipal Corporation or any other public bodies in respect of the construction of the said Building No. 3 under the said layout scheme will be observed and performed by the Promoters while constructing the said Building No.3 which are based upon due performance and observance and the Occupation/Completion Certificate in respect of the said building/s which is to be granted by the concerned local authorities;

h) The Promoters have accordingly commenced construction of the Building known as "HARSH HEIGHTS", consists of Stilt + 14 Upper Floors (for brevity sake hereinafter referred to as "the said Building No.3"), as per the sanctioned plan and specifications;

i) The Purchaser/s have demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of all the documents relating to the said building including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents such as Revenue and Survey documents as are prescribed under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act 1963 (hereinafter referred to as the said Act) and the Rules made thereunder;

j) The Purchaser/s has approached to the Promoters herein for allotment to him/her/them on Ownership basis a premises being Flat No. 501 on 5th floor and stilt car parking/open car parking space No. —, in the said Building No.3 known as "HARSH HEIGHTS" constructed on the portion of the said property under the lay out scheme;



Je
Semen

टलन - ४
दस्ता क्रमांक 3063 / 2008

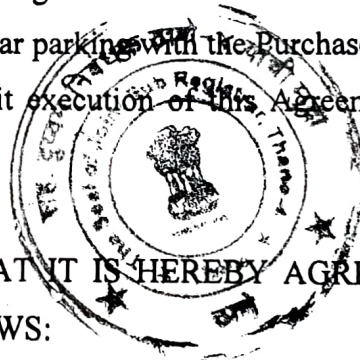
k) The Purchaser/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc;

l) The Promoters have agreed to sell and allot to the Purchaser/s the said premises/flat at the price and on the terms and conditions as hereinafter appearing;

m) On or before execution of this Agreement the Purchaser/s has/have paid to the Promoters a sum of Rs. 5,55,000/- (Rupees Five Lacs Fifty Five Thousand only Only) being earnest money of the said flat/premises/garage etc. agreed to be allotted, by the Promoters to the Purchaser/s, as advance or deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Promoters the balance of the sale price in the manner hereinafter appearing;

Rosemer

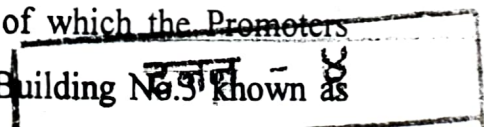
n) Under Section 4 of the said Maharashtra Ownership Flat Act, the Promoters herein are required to execute a written Agreement for Sale of the said flat/premises/ garage/stilt car parking/open space car parking with the Purchaser/s, which is in fact these presents, and also to admit execution of this Agreement under the Indian Registration Act;



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

1. The Promoters hereby declare and confirm that what is recited hereinabove with regard to their right, title and interest in respect of the construction of the said Building No.3 on the portion of the said property described in the Second Schedule hereunder written under the layout development Scheme sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities shall be treated as declaration, representation on their part and shall form integral part of this clause.

2. The Promoters hereby represent and the Purchaser/s hereby confirms that the said Owners have proposed layout scheme and the Project presently for construction of 3 (Three) buildings on the said property more particularly described in the First Schedule hereunder written, out of which the Promoters have been granted development right in respect of the Building No.3 known as



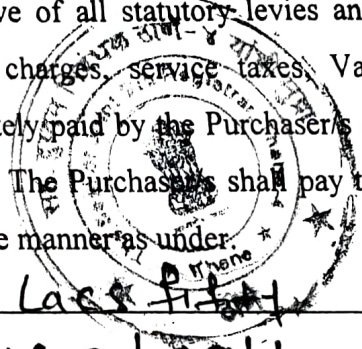
HEIGHTS" i.e. Building No.3 (hereinafter referred to as "the said premises/Flat") as shown in coloured boundary line in typical floor plan thereof hereto annexed as ANNEXURE "G" together with car parking space/open car parking space/garage, bearing No. (hereinafter referred to as "the said Car Parking Space", wherever context so permits the said flats and the said parking space are hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said premises/ flat would be as per the approved plans and may change as a result of physical variation due to tiling, ledges, plasters and skirting.

W Seman

6. The Purchaser/s hereby agree to pay to the Owners a sum of Rs. 23,70,000/- (Rupees Twenty Three Lacs Seventy Thousand only Only)

W Seman

as lump sum consideration for purchasing the said premises from the Promoters which is inclusive of the proportionate price of the common area and facilities appurtenant to the said premises however exclusive of all statutory levies and taxes such as development charges, betterment charges, service taxes, Vat, workmen welfare fund, etc., which shall be separately paid by the Purchaser/s as may be demanded and claimed by the Promoters. The Purchaser/s shall pay the aforesaid consideration price to the Promoters in the manner as under.



a) Rs. 5,55,000/- (Rupees Five Lacs Fifty Five Thousand only)

W Seman

on or before execution of this Agreement. (payment and receipt thereof the Owners hereby admit and acknowledge);

b) Rs. 13,05,000/- (Rupees Thirteen Lacs Five Thousand only)

W Seman

on completion of piling work of the building;

c) Rs. (Rupees only)

on completion of plinth work of the building;

d) Rs. 1,65,000/- (Rupees One Lac Sixty Five Thousand only)

W Seman

to be paid in 15 equal installments of

Rs. 55,000/- (Rupees Fifty Five Thousand only)

W Seman

(Rupees _____ only)

h
Seman

on completion of brick work;

15,000/-

(Rupees One Lac fifteen Thousand only)

on completion of plastering;

15,000/-

(Rupees One Lac fifteen Thousand only)

h
Seman

on completion of flooring;

15,000/-

(Rupees One Lac fifteen Thousand only)

to be paid on notice being issued to the Purchaser/s that the flat is ready for occupation,

h
Seman

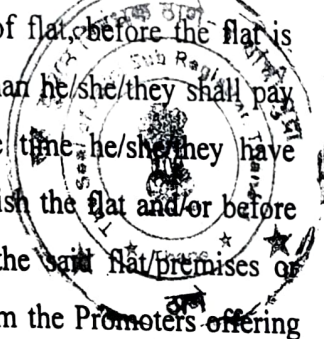
if however the Purchaser/s desire permission to commence furnishing of flat before the flat is

ready for occupation than he/she/they shall pay this installment at the time he/she/they have

been permitted to furnish the flat and/or before taking possession of the said flat/premises or

within Seven days from the Promoters offering possession of the premises, which ever is

earlier;



expressly agreed and understood that if the Promoters carry out and complete works of construction of brick walls, flooring etc. as contemplated in sub

clauses (6 - a) to (6 - h) above in respect of the premises agreed to be sold/allotted to the Purchaser/s under these presents, while construction of other slabs and

work is in process, the Purchaser/s, immediately on requiring by the Promoters, shall pay the amount of installments under sub clause (6 - a) to (6 - h)

of them depending upon completion of work. Time for making payment of the above amounts shall be an "ESSENCE OF THE CONTRACT" and any

failure in making payments as aforesaid shall automatically make or render this contract null and void and/or terminated and upon such termination, the

Promoters shall refund whatever the sums paid by the Purchaser/s under these presents, without interest after the Said Premises is re-sold to any third party and

Stamp: 26/04

52. The Permanent Account Number of the parties are as follows:-

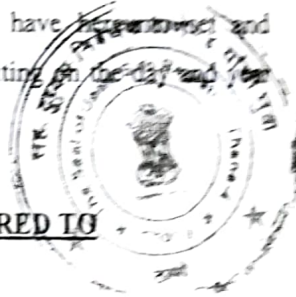
HARSH REAL ESTATE PRIVATE LIMITED) AACCH 0352 B
Promoters)

MRS. SUMAN J. SHARMA) APDPS-4977E *R*

_____) _____
_____) _____ *Suman*

Purchaser/s

IN WITNESS WHEREOF, the parties hereto have ~~subscribed~~ and subscribed their respective hands and seals into this writing ~~in the first~~ first hereinabove written.



FIRST SCHEDULE ABOVE REFERRED TO

All That pieces or parcels of lands or grounds bearing detail as under:-

A) **PROPERTY I:-**

Land bearing Old Survey No 567, New No 267 , Hissa No 2/6 admeasuring 450, Sq mtrs. or thereabout, situate, lying and being at Village Bhayander, Taluka & District Thane and which is now falling within the local limits of Mira Bhayander Municipal Corporation.

B) **PROPERTY II:-**

Lands bearings (1) Old Survey No 574, New No 276, Hissa No- 8 B admeasuring 960 Sq mtrs. or thereabout & (2) Old Survey No 575 , New No 286 , Hissa No 2 , admeasuring 1720 Sq mtrs. or thereabout, situate, lying and being at Village Bhayander, Taluka & District Thane and which is now falling within the local limits of Mira Bhayander Municipal Corporation.

C) **PROPERTY III:-**

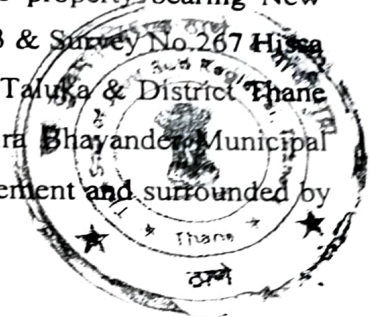
Land bearing Old Survey No 575, New No 268 , Hissa No 3 admeasuring 6260, Sq mtrs. or thereabout, situate, lying and being at Village Bhayander, Taluka & District Thane and which is now falling within the local limits of Mira Bhayander Municipal Corporation.

तोल - ४
वस्तु क्रमांक 3063 2340
381 18

R

SECOND SCHEDULE ABOVE REFERRED TO

Building No.3 to be constructed on the portion of the property bearing New Survey No.276 Hissa No. 8B, Survey No. 268 Hissa No.3 & Survey No.267 Hissa No.2/6, , situate, lying and being at Village Bhayander, Taluka & District Thane and which is now falling within the local limits of Mira Bhayander Municipal Corporation and shown on the plan annexed to this agreement and surrounded by Orange Color boundary line.



SIGNED, SEALED AND DELIVERED by the)
withinnamed "PROMOTERS" M/s. HARSH)
REAL ESTATE PRIVATE LTD.)

For Harsh Real Estate Pvt. Ltd.

Handwritten signature of the Director

Director.

in the presence of :

1. Shri PRAYEEN MURPANI *Prayeen*)

2. Shri NIRU. N. DHAR *N.Dhar*)



SIGNED, SEALED AND DELIVERED by the)
withinnamed "PURCHASER/S")

MRS. SUMAN J. SHARMA)

Handwritten signature of Suman Sharma

in the presence of :

1. Shri PRAYEEN MURPANI *Prayeen*)

2. Shri NIRU. N. DHAR *N.Dhar*)





क्र. युएलसी/टिए/एटीपी/कलम-२०/सद.नो/

एस आर १६३३

अपर जिल्हाधिकारी व सक्षम प्राधिकारी,

ठाणे नागरी संकुलन, ठाणे.

दिनांक : 24 JUL 2008

प्रति,

१. सहजिल्हानिबंधक, ठाणे

२. दुय्यम निबंधक, भाईदर, ता.जि.ठाणे.

विषय :- नागरी जमिन कमाल धारणा अधिनियम १९७६

कलम २० योजना अंतर्गत सदनिका नोंदणी बाबत

१) १६३३, दि १५/११/२००७

जमिनधारक :- श्रीमती सुर्यकांताबेन मनुभाई पटेल व इतर

जु.स.क्र. :- ५७४/८ब मीजे :- भाईदर

क्षेत्र ६८० चौ.मी. (अतिरिक्त क्षेत्र)

२) ८(४) आदेश क्र एस आर २११, दि ५/११/०७

जमिनधारक :- श्री मनुभाई मोतीभाई पटेल (मयत) वारस

जु.स.क्र. ५७४/८ब मीजे :- भाईदर

क्षेत्र २८०.०० चौ.मी. (अनुज्ञेय)

३) ८(४) आदेश क्र. एस आर २११ दि ५/११/०७

जमिनधारक :- श्री मनुभाई मोतीभाई पटेल (मयत) वारस

मीजे :- भाईदर जु.स.क्र. ५७५/२,

क्षेत्र १७२०.०० चौ.मी. (अनुज्ञेय क्षेत्र)

४) ८(४) आदेश क्र. एस आर १२७० दि ५/११/०७

जमिनधारक :- श्री जसवंतराय प्राणलाल शाहा व इतर

मीजे :- भाईदर जु.स.क्र. :- ५६७/२/६

एकूण क्षेत्र ४५०.०० चौ.मी.

रस्त्या खालील क्षेत्र ३१६.१० चौ.मी.

क्षेत्र १३३.९० चौ.मी. (अनुज्ञेय क्षेत्र)

५) ८(४) आदेश क्र. एस आर १२७० दि ५/११/०७

जमिनधारक :- श्री जसवंतराय प्राणलाल शाहा व इतर

मीजे :- भाईदर जु.स.क्र. :- ५७५/३,

एकूण क्षेत्र ६२६०.०० चौ.मी.

रस्त्याखालील क्षेत्र ८७५.२० चौ.मी.

क्षेत्र ५३८४.८० चौ.मी. (अनुज्ञेय क्षेत्र)

एकूण क्षेत्र = (६८०.०० + २८०.०० + १७२०.०० + ३१६.१० +

१३३.९०) + ८७५.२० + ५३८४.८० = १३९०.००

विकासक :- रामप्रसाद एस अग्रवाल

संदर्भ :- १) वास्तुविशारद यांचे पत्र दि. ३/०५/२००८

२) मा.जिल्हाधिकारी यांचे पत्र क्र. सहसुल/क-१/६-१

एनएपी/एस आर १३३-०७ दि. ६/०७/०७

३) मंजूर बांधकाम नकाशे व बांधकाम प्रारंभ पत्र

क्र.मि.भा./म.न.पा./न.र. ८६५/०७-०८, दि. ११/०६/०७

टोल - ४
१७२०.०० + ३१६.१० + = १३९०.००
वस्ता किंमत 3063
3061

महोदय,

संदर्भित पत्रान्वये कलम २० खालील योजना आदेश क्र एस आर १६३३ (जु.स.क्र. ५७४/८ब), कलम ८(४) आदेश क्र. २११, (जु.स.क्र. ५७४/८ब), कलम ८(४) एस आर २११ (जु.स.क्र. ५७५/२), कलम ८(४) आदेश क्र. १२७०, (जु.स.क्र. ५७५/३, ५६७/२/६), करीता विकासकाने सदनिका नोंदणी नाहरकत दाखला आपेक्षिलेला आहे.

विषयांकित जमिनीपैकी फक्त योजना क्र एस आर १६३३ मधील जमीन जु.स.क्र. ५७४/८ब, मोजे भाईदर क्षेत्र ६८० चौ.मी. करीता कलम (२०) खालील योजना आहे. इतर जु.स.क्र. हे ८(४) आदेशामुळे अनुज्ञेय क्षेत्र म्हणुन घोषित केले आहे. सबब, मिभामनपाने विषयांकित जमिनीसाठी (नकाशातील एकुण क्षेत्र ९४५८.९६ चौ.मी.) साठी एकत्रितपणे बांधकाम नकाशे मंजुर केले असुन या कार्यालयाने एकत्रिकरणचे आदेश पारीत केले आहे. सबब, बांधकाम नकाशा नुसार १५ टक्के आर जी. एकुण क्षेत्रामधून वजा केली आहे. त्यामुळे योजना क्र. एस आर १६३३ क्षेत्र ६८० चौ.मी. करीता १५ टक्के आर. जी. हिशोबीत करून उक्त आर.जी. क्षेत्र वजा करावे लागेल त्यामुळे निव्वळ बांधकाम क्षेत्र (६८०-१२०) = ५७८.०० चौ.मी. हिशोबीत होईल. उक्त क्षेत्र ५७८ चौ.मी. करीता शासन देय ५ टक्के क्षेत्र २८.९० क्षेत्र हिशोबीत होईल.

मंजुर नकाशा व योजना आदेश एस आर १६३३ मध्ये वित्तजप २८.९० चौ.मी. क्षेत्राची सदनिका प्रस्तावित नाही. त्यामुळे उक्त क्षेत्राची शासनदेय क्षेत्राची सदनिका फरकाची किंमत भरून घेणे योग्य होईल. या नुसार प्रचलित बाजार भाव सन २००८ नुसार सदनिका फरकाची किंमत रु. ५.९२.६८९/- (रुपये पाच लाख बयानऊ हजार सहाशे ऐक्याऐंशी मात्र) या कार्यालयात डिमांड ड्राफ्ट द्वारे शासकिय कोषागारत भरणा केला आहे.

विषयांकित जमिनीपैकी जु.स.क्र. ५७४/८ब, क्षेत्र ६८० चौ.मी. जमिनीवर योजना एस आर १६३३ मंजुर असून उक्त क्षेत्रासाठी शासनदेय क्षेत्र प्रत्यापित आहे. त्यामुळे सदर स.क्र. ५७४/८ब जमिनीवरील इमारत क्र (३) मधील सदनिका नोंदणी करणेस या कार्यालयाची हरकत नाही.

तसेच उर्वरीत विषयांकित जमिन जु.स.क्र. ५७४/८ब, ५७५/२, ५६७/२/६, ५७५/३ हे विषयांकित ८(४) नुसार अनुज्ञेय क्षेत्रामध्ये समाविष्ट असल्याने उक्त जमिनीवरील इमारतीच्या सदनिका नोंदणी बाबत या कार्यालयाचे ना हरकत दाखल्याची आवश्यकता नाही.

१. मूळ योजना आदेश क्र. युएलसी/टिए/डब्ल्यु.एस.एच.एस.२०/एस आर १६३३, दि. २९/७/२००६ मधील अटी व शर्ती पूर्वीप्रमाणेच योजनाधुरक/विकासकर्ते यांवर बंधनकारक राहतील.
२. मा.सर्वोच्च न्यायालयाने कलम २० खालील योजनाबाबत दि. ३१/०१/१९९० रोजी दिलेल्या निर्देशाचे काटेकोरपणे पालन करणेत यावे.
३. योजनेतील उदवाहकासह इमारतीतील खुल्या बाजारातील सदनिका विक्रीदर रु. ७२६/- प्रति चौ. फुट या दराने विक्राव्यात व त्यासाठी ठेवलेले विक्री रजिस्टर विहित नमुन्यात भरून पुढताळणीसाठी या कार्यालयास दर महिन्याच्या ५ तारखेच्या आंत सादर करावे.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी,

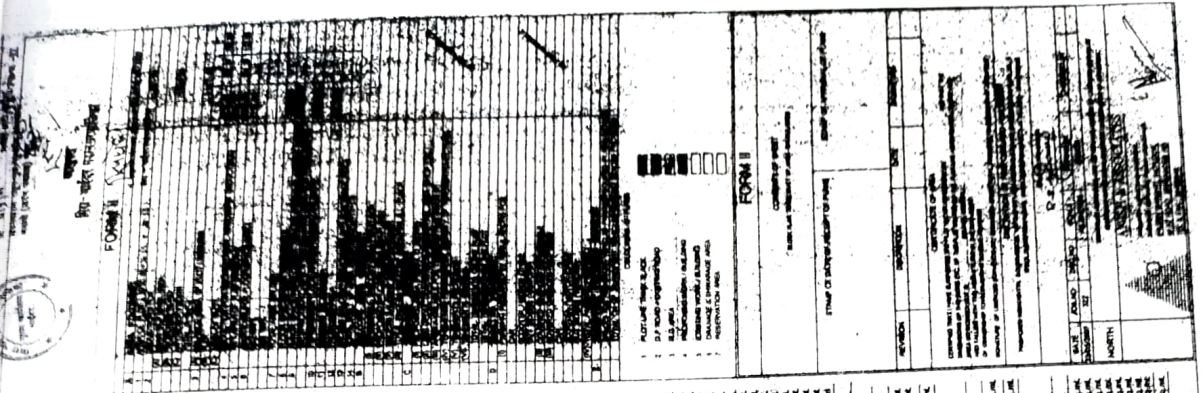
ठाणे नागरी सुकुल, ठाणे. ४

प्रत :-

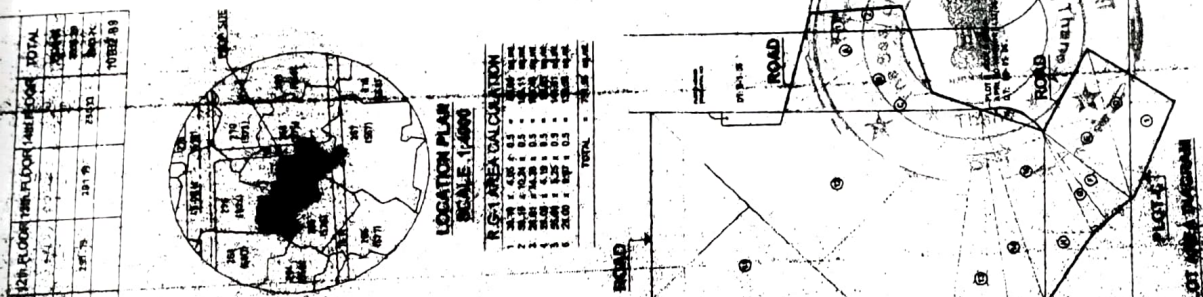
१) मा. आयुक्त, मिरा-भाईंदर महानगरपालिका यांना माहितीसाठी व पुढील कार्यवाहीसाठी.

२) श्रीमती सुर्यकांताबेन मनुभाई पटेल व इतर (जमिनधारक) दरत क्रमांक 3063/2090

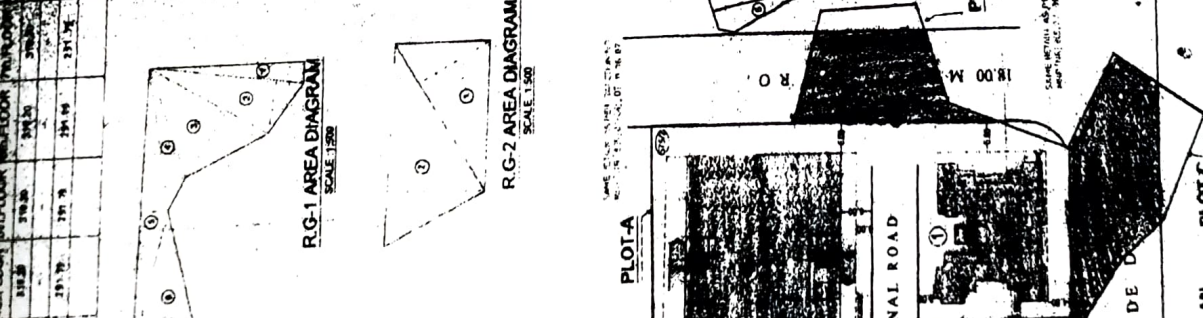
ANNEXURE "B"



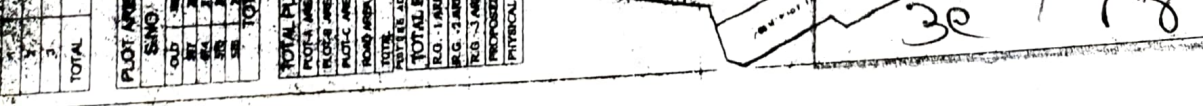
NO.	DESCRIPTION	AREA (SQ. M)
1	Plot Area	1000.00
2	Road Area	100.00
3	Other Area	50.00
4	Total	1150.00



NO.	DESCRIPTION	AREA (SQ. M)
1	Plot Area	1000.00
2	Road Area	100.00
3	Other Area	50.00
4	Total	1150.00



NO.	DESCRIPTION	AREA (SQ. M)
1	Plot Area	1000.00
2	Road Area	100.00
3	Other Area	50.00
4	Total	1150.00



FORM II

SCALE 1:1000

SCALE 1:4000

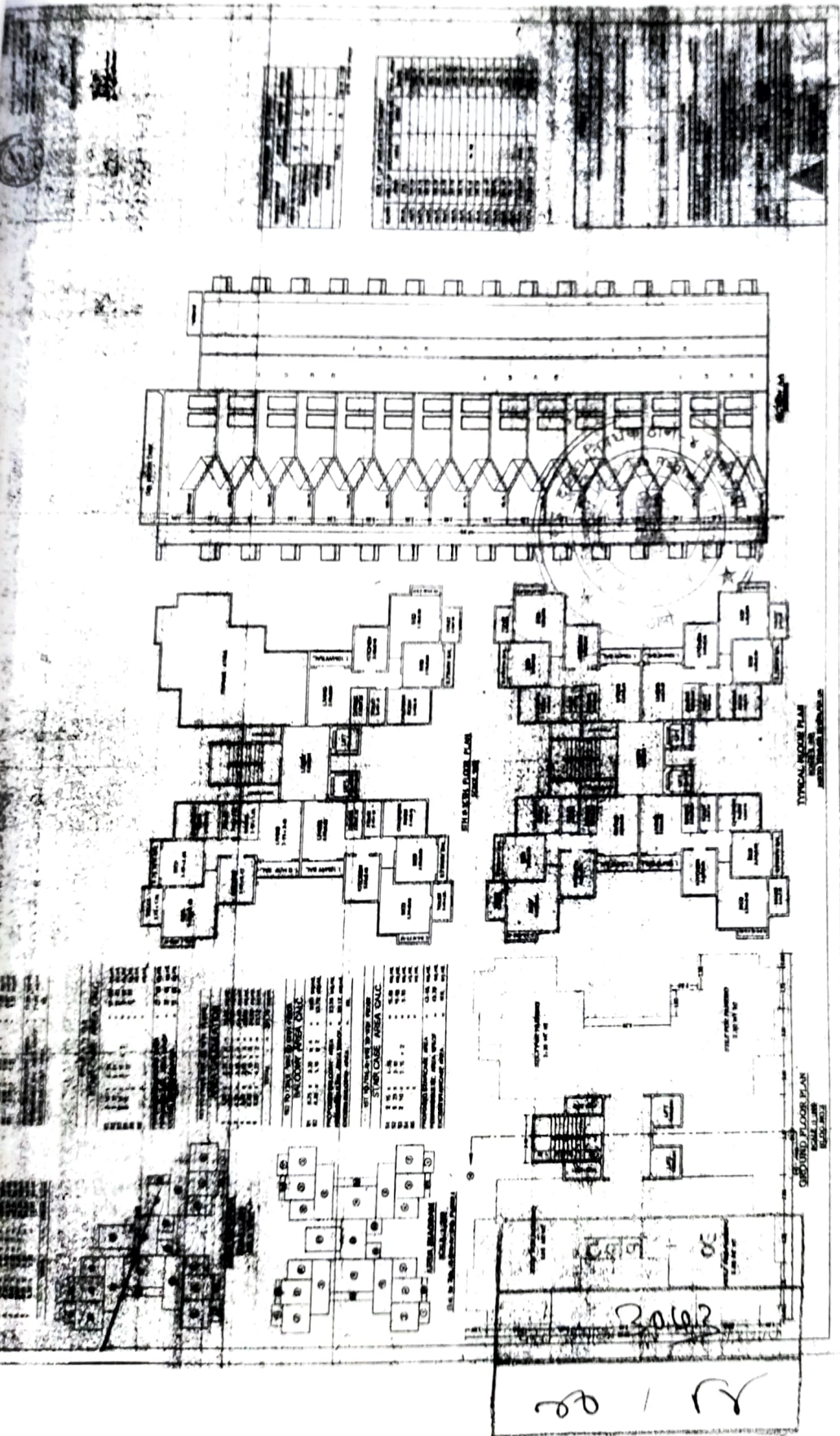
SCALE 1:200

SCALE 1:500

3063 12070

30 N 28

ANNEXURE "C"

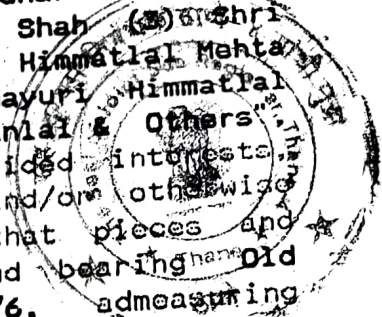




Certificate Of Title

I am instructed one (1) Shri Ramprasad S Agarwal, (2) Smt. Sudha R Agrwal, (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal, having their address at 202 Nilangi, Dahisar (W), Mumbai 400 068, to give my report on title in respect of the below mentioned property.

1) Originally, one diverse deeds, factors and circumstances, (1) Shri Pranlal Girdharilal Shah (Sanghrajka) (2) Shri Jasvantlal Pranlal Shah (3) Shri Pravinchandra Pranlal Shah (4) Shri Jayesh Himmatlal Mehta (5) Ms. Lata Himmatlal Mehta & (6) Ms. Mayuri Himmatlal Mehta, hereinafter referred to as "The Pranlal & Others", being the joint owners and having undivided interests, were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of non agricultural land or ground bearing Old Survey No. 567, New No. 267, Hissa No. 2/6, admeasuring 538 sq.yards, equivalent to 450 sq. mtrs. or thereabout, situate at, lying and being at Revenue Village Bhayandar, Taluka & District Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation hereinafter referred to as "The Said Land/Property".



2) By and vide an Agreement dated 30th April 1993, said Shri Pranlal & Others have agreed to sell, transfer, assign and convey the Said Land, in favour of one M/s. Yamuna Developers, at and the terms and conditions and for considerations, which are more particularly described in the said Agreement dated 30th April 1993.

3) In pursuance to the execution of the said agreement dated 30th April 1993, the said Pranlal & Others, have also made and executed have also made and executed a General Power of Attorney, vide a separate writing, in favour of the partners and nominees of the said M/s. Yamuna Developers, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers, in turn to re-assign the Said Land or any part or portion hereof, in favour of any third party or parties, as the said M/s. Yamuna Developers, may in their sole discretion deem fit and proper.

टोल - ४
 By and vide an agreement dated 11th March 1994, the said M/s. Yamuna Developers has, in turn, agreed to sell, transfer, assign and convey the Said Land, in favour of

ANNEXURE "D"



P. Hari

B.Com., (HONS), L.L.B., PGD., HRD., B.M., IMPLEX
ADVOCATE, HIGH COURT

LEGAL POINT

FLAT NO. G-2, KOMAL TOWER,
PATEL NAGAR, STATION ROAD
BHAYANDAR (W) - 401 101
TEL.: (O) 2814 3472
(R) 3095 6747
CELL : 93237 96112

Certificate Of Title

I am instructed one (1) Shri Ramprasad S Agarwal, (2) Smt. Sudha R Agrwal, (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal, having their address at 202 Nilangl, Dahisar (W), Mumbai 400 068, to give my report on title in respect of the below mentioned property.

1) Originally, one diverse deeds, factors and circumstances, (1) Shri Pranlal Girdharilal Shah (Sanghrajka) (2) Shri Jasvantlal Pranlal Shah (3) Shri Pravinchandra Pranlal Shah (4) Shri Jayesh Himmatlal Mehta (5) Ms. Lata Himmatlal Mehta & (6) Ms. Mayuri Himmatlal Mehta, hereinafter referred to as "The Pranlal & Others", being the joint owners and having undivided interests, were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of non agricultural land or ground bearing name Old Survey No. 567, New No. 267, Hissa No. 2/6, admeasuring 538 sq.yards, equivalent to 450 sq. mtrs. or thereabout, situate at, lying and being at Revenue Village Bhayandar, Taluka & District Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation hereinafter referred to as "The Said Land/Property".

2) By and vide an Agreement dated 30th April 1993, said Shri Pranlal & Others have agreed to sell, transfer, assign and convey the Said Land, in favour of one M/s. Yamuna Developers, at and the terms and conditions and for considerations, which are more particularly described in the said Agreement dated 30th April 1993.

3) In pursuance to the execution of the said agreement dated 30th April 1993, the said Pranlal & Others, have also made and executed have also made and executed a General Power of Attorney, vide a separate writing, in favour of the partners and nominees of the said M/s. Yamuna Developers, inter-alia, conferring upon various rights, powers and privileges, which are more particularly described in the said writing, including rights and powers, in turn to re-assign the Said Land or any part or portion thereof, in favour of any third party or parties, as the said M/s. Yamuna Developers, may in their sole discretion deem fit and proper.

4) By and vide an agreement dated 11th March 1994, the said M/s. Yamuna Developers has, in turn, agreed to sell, transfer, assign and convey the Said Land, in favour of

टॉक - ४

2003

ANNEXURE "D"



P. Hari

B. Com., (HONS), L.L.B., PGD., HRD., BM., IMA-EX
ADVOCATE, HIGH COURT

LEGAL POINT

FLAT NO. G-2, KOMAL TOWER,
PATEL NAGAR, STATION ROAD,
BHAYANDAR (W) - 401 101.
TEL.: (O) 2814 3472
(R) 3095 8747
CELL : 93237 99112

Certificate Of Title

I am instructed one (1) Shri Ramprasad S Agarwal, (2) Smt. Sudha R Agrwal, (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal, having their address at 202 Nilangi, Dahisar (W), Mumbai 400 068, to give my report on title in respect of the below mentioned property:

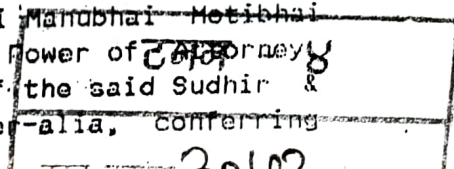
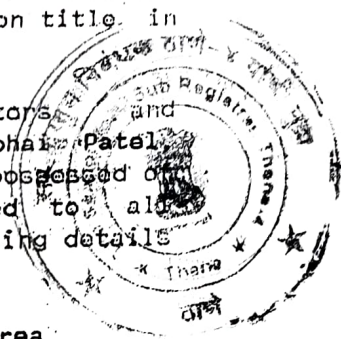
1) Originally, by (diverse deeds, factors and circumstances) one late Shri Manubhai Motibhai Patel during his lifetime, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to, also that pieces and parcels of lands or grounds bearing details as under :-

Sr. No.	Old Survey No.	New No.	Hissa No	Area (Sq. Mtrs.)
1)	574	276	88	960
2)	575	268	2	1,720
Total area				2,680

both, situate at, lying and being at Revenue Village Bhayandar, Taluka & District Thane, which is now falling within the local limits of Mira Bhayandar Municipal Corporation, hereinafter referred to as "The Said Land/Property".

2) By and vide an agreement dated 3rd June 1993, the said late Shri Manubhai Motibhai Patel and his family members viz:- one (1) SHRI YOGESH MANUBHAI PATEL, (2) SMT. ALKABEN ASHOKBHAI PATIL, (3) SHRI SUNIL MANUBHAI PATEL & (4) SMT. MANISHA CHANDRESH PATEL, have agreed to sell, transfer, assign and convey the Said Land, in favour of one (1) SHRI SUDHIR ISHARBHAI PATEL (2) MS. RIPAL SURENDRABHAI PATEL, (3) SHRI SHAILESH CHANDOOBHAI PATEL & (4) SHRI DILIP CHANDOOBHAI PATEL, hereinafter referred to as "The Sudhir & Others", at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 3rd June 1993.

3) In pursuance to the execution of the said agreement dated 3rd June 1993, the said late Shri Manubhai Motibhai Patel also made and executed a General Power of Attorney vide a separate writing, in favour of the said Sudhir & Others, vide a separate writing, inter-alia, conferring



ANNEXURE "F"

मिरा भाईदर महानगरपालिका
मुख्य कार्यालय, भाईदर (प.),
छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ २०१.



जा. क्र. मि.भा./मनपा/नर/---३९५---/०८-०९
प्रति.

दिनांक :

जमीन/जागामालक - श्री. प्राणलाल गिरधरलाल संघनायका व इतर ५,
श्रीम. सूर्यकांतादेन मनुभाई पटेल व इतर ४,
अधिकार पत्रधारक - श्री. रामप्रसाद एस. अग्रवाल व श्री. रवि रतनराज भंडारी व श्री. एतद्वारा- वास्तुविशारद - मेसर्स अनिष अॅन्ड असो.



विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - भाईदर
सर्वे क्र./ हिस्सा क्र. नविन २६७/२/६, २७६/८ब, २६८/२, ३
जुना ५६७/२/६, ५७४/८ब, ५७५/२, ३ या जागेत नियोजित
बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि. २९/०९/२००८ चा अर्ज.

२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.

यु.एल.सी./टी.ए/टे.नं.६/भाईदर/एस.आर-२११, दि. २०/०९/२००६,

यु.एल.सी./टिए/एटीपी/डब्ल्यू.एस.एच.एस.-२०/एसआर-१६३३,

दि. २९/०७/२००६ व एसआर-१४२८, दि. ०५/०५/२००४, घी मंजूरी व

यु.एल.सी./टिए/टे.नं.६/भाईदर/एसआर-२११, दि. ०९/११/२००७,

यु.एल.सी./टिए/एटीपी/डब्ल्यू.एस.एच.एस.-२०/एसआर-१६३३,

दि. १५/११/२००७, यु.एल.सी./टिए/टे.नं.६/भाईदर/एसआर-१२७०,

दि. ०५/११/२००७, यु.एल.सी./टिए/एटीपी/कलम-२०/एकत्रिकरण

/एसआर-१६३३ एसआर-२११, दि. २९/०९/२००८

३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी

आदेश क्र. महसूल/क-१/टे-१/एनएपी/एसआर-१४७/०७,

दि. २९/०९/२००७.

४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/१२६/०७-०८,

दि. २६/०९/०७ अन्वये तात्पुरता नाहरकत दाखला.

५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/८६५/२००७-०८,

दि. ११/०६/२००७ अन्वये प्राथमिक परवानगी.

६) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/२२२६/२००७-०८,

दि. ०५/१०/२००७ अन्वये बांधकाम परवानगी.

-: बांधकाम प्रारंभपत्र :- (इमारत प्रकार - १ व ३ च्या मर्यादित)

(फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह) विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - भाईदर सि.स.नं./सर्वे क्र./हिस्सा क्र. नवीन वरील प्रमाणे व जुन्या वरील प्रमाणे या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांन व स्थालीय छुटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

१) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची नकाशा व कार्यालयीय अभिलेखाचे दोन प्रतीमध्ये पाठ विणेची आहे व त्यास मंजूरी देणे आवश्यक आहे.

- ४) सव्हर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व वास्तुविशारद जबाबदार राहिल.
- ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सुद्धा आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहिल.
- ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता व्हीकरणसाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ८) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजूरी घेणे क्रमप्राप्त आहे.
- ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरुपी खुली ठेवणे बंधनकारक राहिल.
- १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरित बांधकाम करण्यात येऊ नये.
- ११) इमारतीस उदवाहन, 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 जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

५८१४

- १२) अर्जवरील स.नं., हि.नं., मोजे, महानगरपालिका मंजूरी, विल्डरचे मजबूत आर्किटेक्चरचे प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर मंजूरींचा तपशील वरिष्ठिगारा कलक बंधनकारक राहिल. तसेच सर्व विकास कामास सुस्थल कारण तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी मंजूरीचे वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. उपलब्ध फ्लॅट ठेवणे ही प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल. अशा कागदपत्रे जमवि
- १४) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.
- १५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.
- १६) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- १७) यापूर्वी पत्र क्र. इमारत प्रकार १ चे मिभा/मनपा/नर/८६५/२००७-०८, दि.११/०६/२००७ अन्वये मंजूर केलेल्या नकाशाप्रमाणे व इमारत प्रकार ३ चे यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
१	१	१	पाट तळ + ७ स्टिफ्ट + १४	२५७५.८६ ३९३९.६८
२	३	१	जास्तीचे जिऱ्याचे क्षेत्र दस्त	३०७३ २२.०६
			यापूर्वीच्या जा.क्र. मनपा/नर/२२२६/०७-०८ दि.०५/१०/०७ अन्वयेच्या परवानगीप्रमाणे इमारत प्रकार १ चे क्षेत्र	३५३५.२२
एकूण				१००३९.८९ चौ.मी.

ANNEXURE "F"

मिरा भाईदर महानगरपालिका
मुख्य कार्यालय, भाईदर (प.)
छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१

जा. क्र. मि.भा./मनपा/नर/ - २२२६ / ०५ - ०८

प्रति,

जमीन/जागामालक - श्री. प्राणलाल गिरधरलाल संघनायका व इतर

अधिकार पत्रधारक - श्री. रामप्रसाद एस. अप्रवाल व श्री. रवि रतनराज भंडारी व श्री. लक्ष्मणराज भंडारी

द्वारा- वास्तुविशारद - मेसर्स अनिष अॅन्ड असो.



विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - भाईदर
सर्वे क्र./ हिस्सा क्र. नविन २६७/२/६, २७६/८ब, २६८/२ब
जुना ५६७/२/६, ५७४/८ब, ५७५/२,३ या जागेत नियोजित
बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

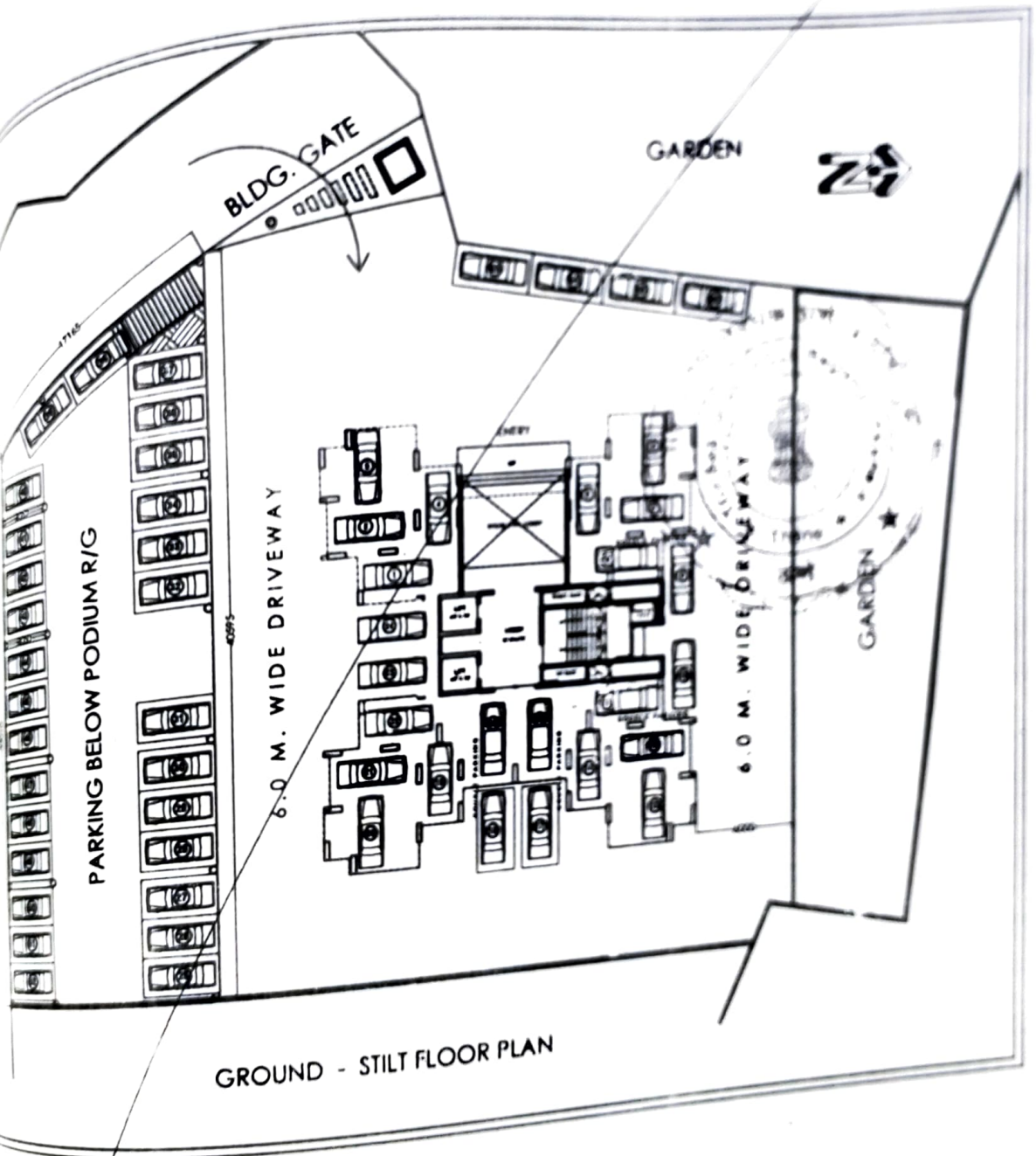
- संदर्भ :- १) आपला दि. २६/०९/२००७ व दि. २७/०९/२००७ चा अर्ज.
२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. यु.एल.सी./टी.ए/टे.नं.६/भाईदर/एस.आर-२११, दि. २०/०९/२००६, यु.एल.सी./टिए/एटीपी/डब्ल्यू.एस.एच.एस.-२०/एसआर-१६३३, दि. २९/०७/२००६ व एसआर-१४२८, दि. ०५/०५/२००४ ची मंजूरी.
३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. महसूल/क-१/टे-१/एनएपी/एसआर-१४७/०७, दि. २१/०९/२००७.
४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/१२६/०७-०८, दि. २६/०९/०७ अन्वये तात्पुरता नहरकात दाखला.
५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/८६५/२००७-०८, दि. ११/०६/२००७ अन्वये प्राथमिक परवानगी.

-: बांधकाम प्रारंभपत्र :- (इमारत प्रकार - २ व ३ च्या मर्यादित)
(फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४, २५५ (सह) नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मोजे - भाईदर सि.मु.नं./सर्वे क्र./हिस्सा क्र. नवीन वरील प्रमाणे जुना वरील प्रमाणे या जागेतील बांधकाम इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.
१) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या वाखास + वाणिज्य

६२

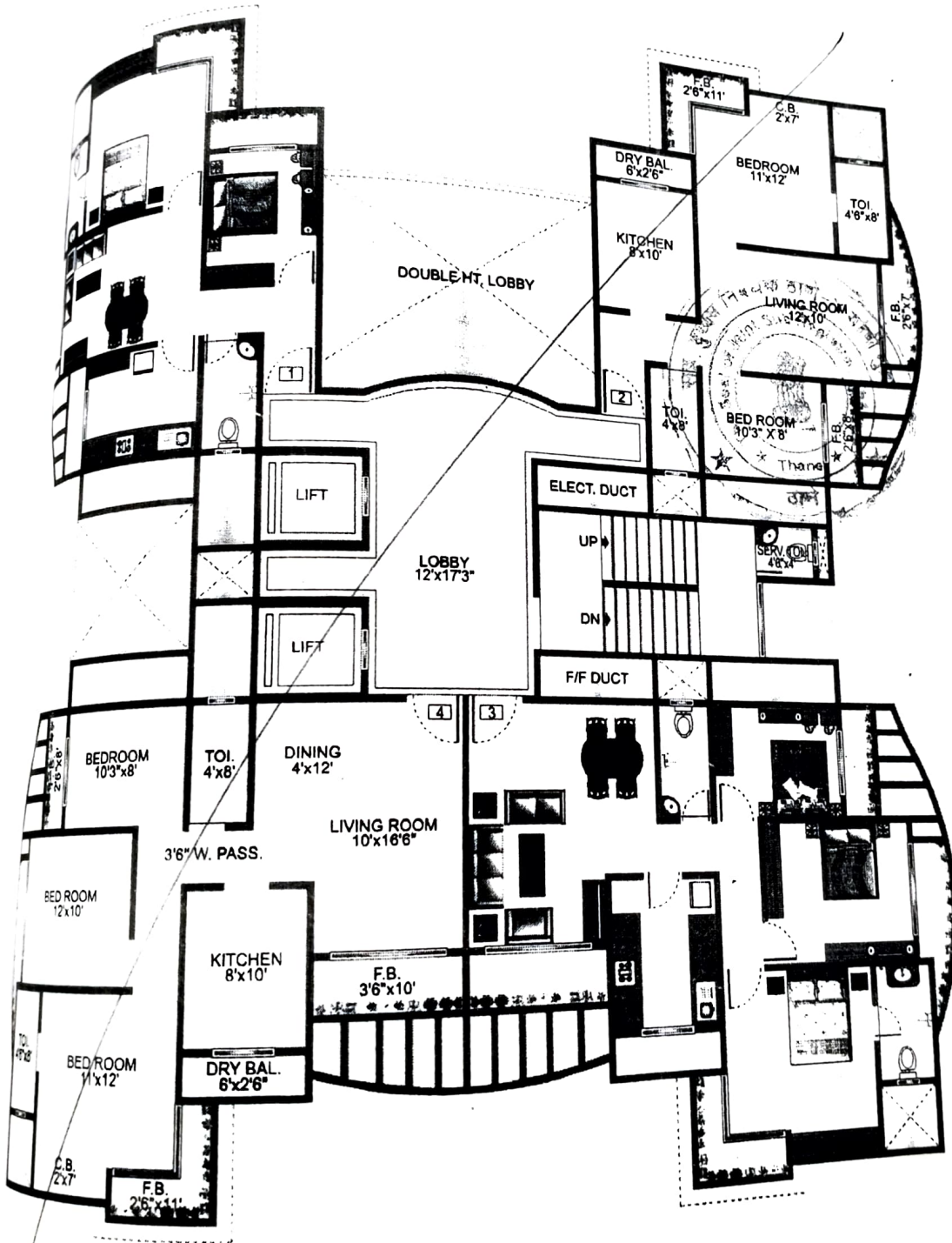
ANNEXURE "G"



GROUND - STILT FLOOR PLAN

ANNEXURE "G"

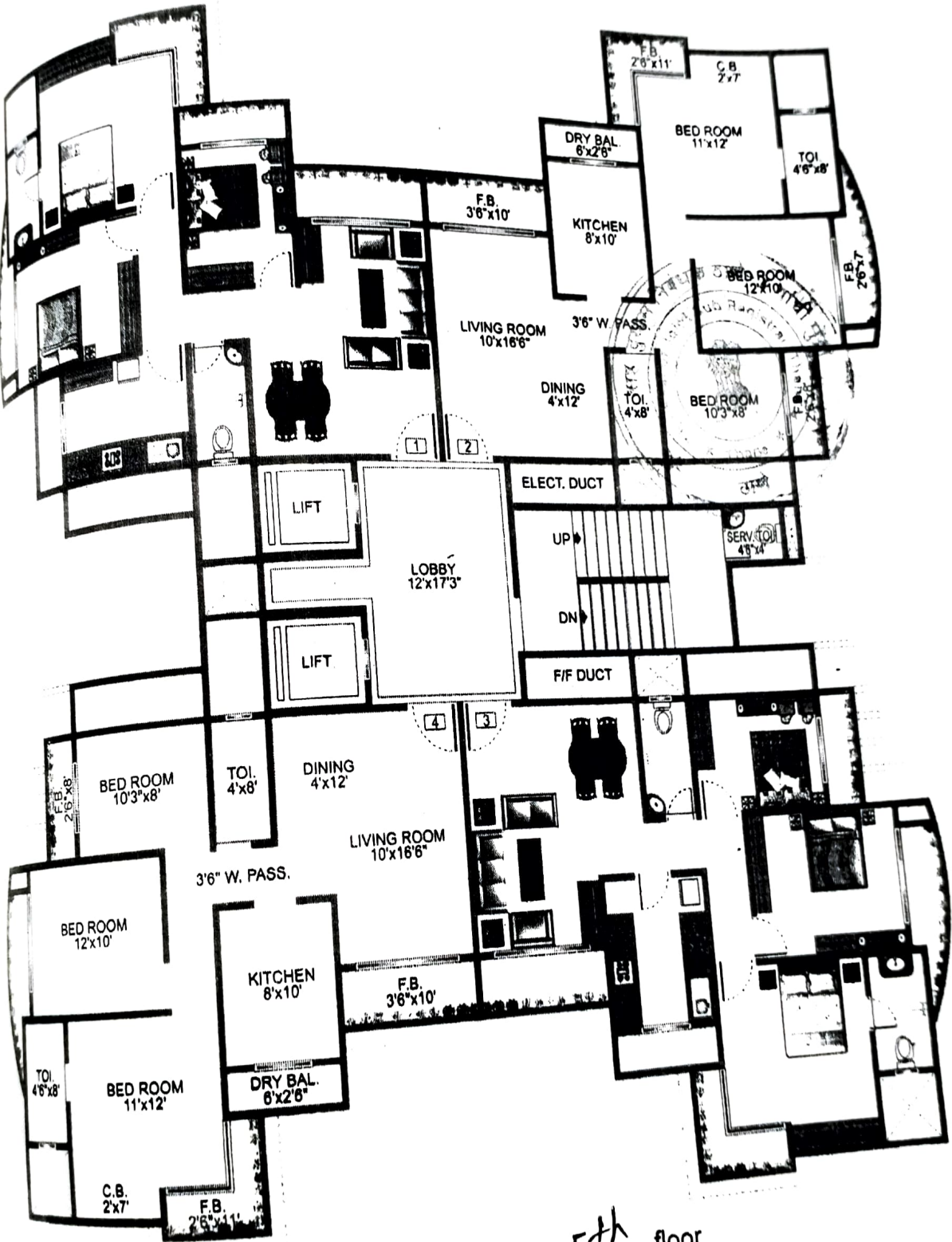
First Floor Plan



Flat No. _____ on _____ floor

ANNEXURE "G"

Typical Floor Plan (2nd to 7th & 9th to 13th Floor Plans)



Flat No. 501 on 5th floor

टोल - 8