

Pool mandir

Flat

501

Mrs. Suman Tindal

Harsh Heights

Sharnag





पावती

Original/Duplicate

Saturday, June 17, 2017

नोंदणी क्र. :39म

1:23 PM

Regn.:39M

पावती क्र.: 1020 दिनांक: 17/06/2017

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. 300.00

Filing Fee

रु. 1000.00

एकूण:

रु. 1300.00

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.

S.R. Thane 9

सह दुख्यम निबंधक वर्ग २ ठाणे क्र. ९

## सूची क्र.2

दुय्यम निबंधक : S.R. Thane 9

फाईल क्रमांक : 1026/2017

नोदणी :

Regn:63m

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

## 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 घरक्रमांक(असल्यास) (Property Description)	1) Corporation: मिरा-भाईदर मनपा Other details: Building Name:CHAITANYA BLDG BHAYANDER, Flat No:SHOP NO 4, Road:-, Block Sector:-, Landmark:- ( Survey 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 HEIGHTS 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 / Open Area :0 Square Foot 3) Build Area :930.00 / Open Area :0 Square Foot
(5) 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: AEEP8137Q
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: BANK OF INDIA Address: MANDVI (MVI)
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	15/06/2017
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	17/06/2017
(9) फायलींग नंबर (Filing No.)	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)	-



Friday, March 26, 2010

2:58:12 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3073

गावाचे नाव भाईंदर

दिनांक 26/03/2010

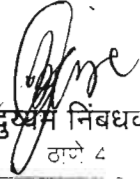
दस्तऐवजाचा अनुक्रमांक टनन4 - 03073 - 2010

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: सुमन जितेंद्र शर्मा - -

नोंदणी फी	:	26360.00
नक्कल (अ. 11(1)), वृष्टांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (84)	:	1680.00
एकूण	रु.	28040.00

आपणास हा दस्त अंदाजे 3:12PM ह्या वेळेस मिळेल

  
दुय्यम निबंधक  
ठाणे 4

बाजार नुल्य: 2635500 रु. मोबदला: 2370000 रु.

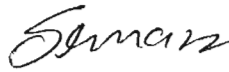
भरलेले मुद्रांक शुल्क: 114400 रु.

दस्ताचा प्रकार डीडी/धनाकर्षद्वारे:

बँकेचे नाव व तत्तः अरिस्टल बँक ऑफ कॉमर्स मधुन सादर डिडी/पॉर्डर रोखीकरण होण्याच्या अर्थाने राहून ही पावती निर्गमित केली.

डीडी/धनाकर्ष क्रमांक: 208552; रक्कम: 26360 रु. दिनांक: 13/03/2010

सह दुय्यम निबंधक वर्ग-२  
ठाणे क्र. ४



Suman S. Sharma

1,14,400/-



Customer's Copy	
THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP	
Branch : BHAYANDAR	Date : 17/3/10
Pay to : Acct. Stamp Duty	12391
Franking Value	Rs. 1,14,400/-
Service Charges	Rs.
TOTAL	Rs. 1,14,400/-
Name & Address of the Stamp duty paying party Suman S. Sharma Bhayandar	
Tel./Mobile No.	980427919
Desc. of the Document	AGREEMENT FOR SALE
DD/Chit/Receipt No.	208850
Drawn at Bank:	Oriental Bank of Commerce, B.S. (S.K.)
Transaction No.	(For Bank's Use only)
Training No.	ABSA 150101
PL-546	
Franking Sr. No.	
Cashier	Officer

**AGREEMENT FOR SALE**

THIS ARTICLES OF AGREEMENT is made at Mumbai this 26<sup>th</sup> day of MARCH in the Christian Year Two Thousand Eight 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 ~~SHE~~/SMT. MRS. SUMAN JITENDRA SHARMA

of Mumbai, Indian Inhabitant, having his/her/their present address at F/303, Krishna Vasant Sagar Samta 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

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

**WHEREAS - I.**

a) By a Deed of Conveyance dated 21<sup>st</sup> July 1967 duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 314 dated 26<sup>th</sup> 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);**

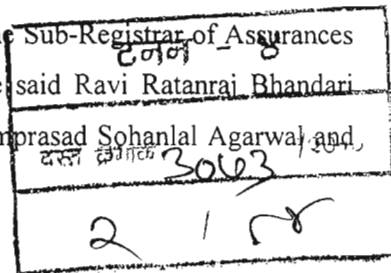
b) By an Agreement dated 30<sup>th</sup> April 1993 the said Pranalal Girdharilal Shah (Sanghrajka) and Others (for short "the said Original Owners") agreed to sell, transfer and convey the said property unto and in favour of M/s. Shree Yamuna Developers at or for the consideration and on the terms and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



c) By an Agreement dated 11<sup>th</sup> 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 30<sup>th</sup> 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 18<sup>th</sup> 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 28<sup>th</sup> day of June 2007 and Power of Attorney dated 24<sup>th</sup> 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,



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Ratanraj Nemichand Bhandari all his 50% undivided share, right, title and interest in the property described Firstly in the First Schedule hereunder written;

f) The said Ratanraj Nemichand Bhandari had agreed to sell, transfer, assign and convey his 50% undivided share right, title and interest in the said Property No. I unto and in favour of Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal for the consideration as agreed upon between them and that the said Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal have paid the entire consideration payable to the said Ratanraj Nemichand Bhandari for sale of his 50% undivided share, right, title and interest in the said Property No. 1;

g) By a Deed of Conveyance dated 28<sup>th</sup> April, 2008 the said Giridharlal Shah (Shankhrajka) and Others being the Original owners therein called the Vendors, M/s. Shree Yamuna Developers therein called the First mentioned Confirming Party, the said Ratanraj Nemichand Bhandari therein called the Second mentioned Confirming Party, the said Dilkhushraj Mankchand Jain therein called the Third mentioned Confirming Party, the said Ravi Ratanraj Bhandari therein called the Fourth mentioned Confirming Party and the said Ramprasad Sohanlal Agarwal, Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal (for brevity's sake hereinafter referred to as "the said Owners") therein called the Purchasers and registered with the Sub-Registrar of Assurances at Thane - 4 under Serial No. TNN-4-03934-2008 dated 28<sup>th</sup> April, 2008 the said Pranlal Girdharlal Shah (Sanghrajkia) and Others with the confirmation of the Confirming Parties therein, sold, transferred, assigned, assured and conveyed unto and in favour of the said Owners the said property described in the Schedule thereunder written which is the same as Firstly in the First Schedule as (PROPERTY -I) hereunder written;

**WHERE-II.**

a) By a Deed of Conveyance dated 30<sup>th</sup> December, 2006 duly registered with the Sub-Registrar of Assurances at Thane-IV under Serial No. 2719 of 2007 dated 26<sup>th</sup> March 2007 the Ramparasad Sohanlal Agarwal and Ratanraj Nemichand Bhandri acquired and purchased from Suryakant Manubhai Patel and Others with the confirmation of the Confirming Party therein all that piece and parcel of land or ground situate lying and being at Village Bhayander, Taluka and District Thane and in the Registration District of

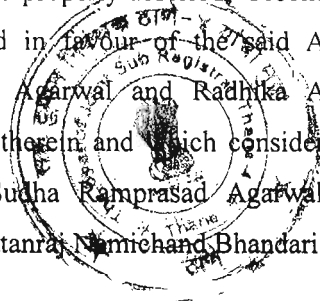
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No.574, New Survey No.276, Hissa No 8B admeasuring 960 sq.mtrs. and Old Survey No. 575 (part), New Survey No. 268, Hissa No. 2 admeasuring 1720 sq.mtrs. aggregating to 2680 sq.mtrs. or thereabout and more particularly described in the Schedule thereunder written which is the same as Secondly in the First Schedule hereunder written (**PROPERTY II**);

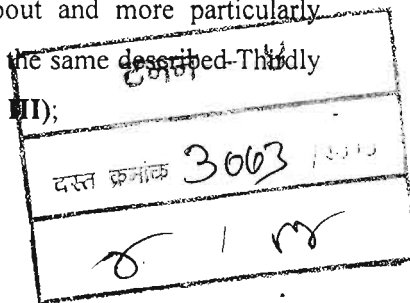
b) The Ramprasad Sohanlal Agarwal and the said Ratanraj Nemichand Bhandari became entitled to the said property described Secondly in the First Schedule hereunder written and each were having 50% undivided share, right, title and interest in the said property described Secondly in the First Schedule hereunder written;

c) By a Deed of Conveyance executed on 24<sup>th</sup> April, 2008 duly registered with the Sub-Registrar of Assurances at Thane -IV under Serial No. TNN IV - 03927 - 2008 dated 28<sup>th</sup> April 2008, the said Ratanraj Nemichand Bhandari with the confirmation of the said Ramprasad Sohanlal Agarwal therein called the Confirming Party, sold, transferred, assigned, assured, assigned and conveyed his undivided share, right, title and interest in the said property described Secondly in the First Schedule hereunder written unto and in favour of the said Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal at or for the consideration mentioned therein and which consideration the said Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal have paid to the said Ratanraj Nemichand Bhandari;



**WHEREAS - III.**

a) By a Deed of Conveyance dated 25<sup>th</sup> December, 2006 duly registered with the Sub-Registrar of Assurances at Thane IV under Serial No. TNN 4-04698/2007 dated 19<sup>th</sup> May 2007, the said Ramprasad Sohanlal Agarwal and Shri. Ratanraj Nemichand Bhandari (each having 50% undivided share) with the confirmation of the Confirming Part mentioned therein acquired and purchased from Pranlal Girdharlal Sankhrajka and Others all that piece and parcel of land or ground situate lying and being at Bhayander, Taluka and District Thane, in the Registration District of Thane bearing Old Survey No. 575, New Survey No. 268 Hissa No. 3 admeasuring 6260 sq.mtrs. or thereabout and more particularly described in the Schedule thereunder written which is the same as described Thirdly in the First Schedule hereunder written. (**PROPERTY III**);



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b) By a Deed of Conveyance executed on 24<sup>th</sup> April, 2008 between Ratanraj Nemichand Bhandari therein called the Vendor, the said Ramprasad Sohanlal Agarwal therein called the Confirming Party and Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal therein called the Purchasers, and registered with the Sub-Registrar of Assurances at Thane 4 under Serial No. 03926-2008 dated 28<sup>th</sup> April 2008, the said Ratanraj Nemichand Bhandari with the confirmation of the said Ramprasad Sohanlal Agarwal, sold, transferred, conveyed, assigned and assured unto and in favour of the said Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal his 50% undivided share, right, title and interest in the said property described Thirdly in the First Schedule (**PROPERTY III**) hereunder written at or for the consideration mentioned therein and that the said Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal have paid the entire consideration payable to the said Ratanraj Nemichand Bhandari.

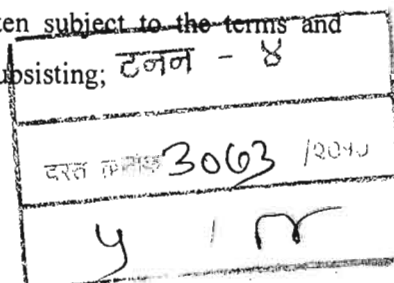


**WHEREAS -IV:**

a) By virtue of the aforesaid facts and documents, the said Owners herein are jointly and absolutely entitled to the property described Firstly to Thirdly in the First Schedule hereunder written and the said Ramprasad Sohanlal Agarwal is having 50% undivided share, right, title and interest in the said three properties while the said Anand Ramprasad Agarwal, Smt. Sudha Ramprasad Agarwal and Radhika Anand Agarwal are having 50% undivided share right, title and interest in the said three properties;

**WHEREAS -V.**

a) By an Order under Section 8 (4) of the ULC Act, 1976 passed on 26<sup>th</sup> August, 1976 read with Order bearing reference No. ULC/TA/ATP/WSHS20/SR-1428 dated 5<sup>th</sup> May 2004 the Concerned Competent Authority being Additional Collector and Competent Authority Thane Urban Agglomeration & Ex-Officio Deputy Office Government Urban Development And Department inter alia, granted requisite permission for development of the property described in First Schedule as Property No. I & III hereunder written subject to the terms and conditions recorded therein which is still valid and subsisting;



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b) By an Intimation dated 11<sup>th</sup> June, 2007 passed by the Concerned Competent Authority, the aforesaid order has been renewed/ revalidated and time for compliance there under has been extended upto 11<sup>th</sup> June, 2008;

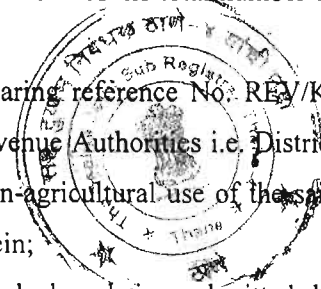
c) By an Order under Section 8 (4) of the ULC Act, 1976 dated 20/01/2006 read with Order bearing reference No. ULC/TA/ATP/WSHS20/SR-1633 passed by the Concerned Competent Authority being Additional Collector and Competent Authority Thane Urban Agglomeration & Ex-Officio Deputy Office Government Urban Development And Department dated 29<sup>th</sup> July, 2006 under Section 20 of the ULC Act 1976, inter alia, granted necessary permission for development of the Property described in First Schedule as Property No. II hereunder written subject to the terms and conditions recorded therein which is still valid and subsisting;

d) By a Corrigendum dated 15<sup>th</sup> November, 2007, the concerned Competent Authority inter alia reduced the percentage of Tenement to be surrendered to the Government for allotment to Government nominees to 5% of the total number of Tenement to be constructed on the exempted land.

e) By an Order dated 21<sup>st</sup> September 2007 bearing reference No. RE/K-1/T-1/NAP/SR/149/07 passed by the Concerned Revenue Authorities i.e. District Officer, Thane granted necessary permission for non-agricultural use of the said properties on the terms and conditions recorded therein;

f) On the necessary application being made and plans being submitted, by the Owners herein, the Concerned Development Authorities being Mira-Bhayander Mahanagarपालिका sanctioned the plan and issued permission for development under Ref. No. MB/MBMC/NR/2228/07-08 dated 05/10/2007 and revised under Ref. No. MB / MBMC / NR / 391 / 08-09 dated 07<sup>th</sup> May 2008 in respect of the portion of the property being Survey No. 267, Hissa No. 2/6, Survey no. 276, Hissa No. 8B and Survey No. 268, Hissa No. 2 & 3 for construction of Building Nos. 2 and 3 on the terms and conditions recorded in the said Development permission;

g) By an Order dated 5<sup>th</sup> November, 2007 bearing Ref. No. ULC/TA/TN-6/Bhayander/SR-1270, the Concerned Competent Authority under the ULC Act, inter alia, modified by corrigendum to the earlier Order dated 26<sup>th</sup> August, 1996 in respect of the property described therein, and by an Order dated 5<sup>th</sup> November, 2007 bearing Ref. No. ULC/TA/TN-6/Bhayander/SR-211, the concerned Competent Authority under ULC Act inter alia issued Corrigendum to the earlier Order dated 20<sup>th</sup> January, 2006 in respect of the property described therein.



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दिनांक 30/6/2009
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h) By an Order dated 21<sup>st</sup> January, 2008 bearing Ref. No. ULC/TA/ ATP / Sec - 20 / Amalgamation / SR 1633 + SR 211 the Concerned Competent Authority appointed under ULC Act 1976 granted necessary permission for amalgamation of the said properties on the terms and conditions recorded therein.

i) By an Order dated 24<sup>th</sup> July, 2008 passed under the provision of ULC Act 1976 the concerned Competent Authority exempted from handing over 5% of the constructed area to the Authority and further clarified that no further Permission / NOC is required for registration of the documents. Annexed hereto and marked as ANNEXURE "A" is the photo copy of the said order dated 24<sup>th</sup> July, 2008. The Promoters have offered and given inspection of the aforesaid orders / NOC etc. to the Purchaser and the Purchaser hereby confirm the same.

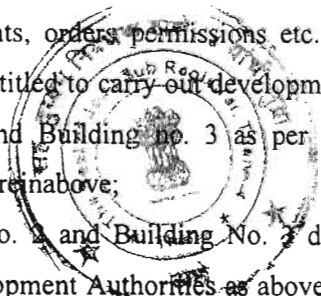
**WHEREAS -VI.**

a) By virtue of the aforesaid facts, documents, orders, permissions etc. as recited hereinabove, the said Owners are jointly entitled to carry out development by construction inter alia of Building Nos. 2 and Building no. 3 as per the sanctioned plan and other permissions as recited hereinabove;

b) The proposed construction of Building No. 2 and Building No. 3 duly sanctioned and approved by the Concerned Development Authorities as above as also further proposed Building No. 1 and amenities such as garden are more particularly shown on the plan annexed hereto and marked ANNEXURE "B";

c) The proposed Building No. 3 in respect of which plans have been sanctioned and development permissions have been granted is on the portion of the property bearing Survey No. 276 Hissa No. 8B, Survey No. 268, Hissa No. 2 and Survey No. 268, Hissa No. 2 and shown on the plan annexed as ANNEXURE "C" hereto and marked Proposed Building No. 3;

d) The Development of the said property described Firstly to Thirdly in the First Schedule hereunder written is under a Layout Development Scheme and the said Owners have pursuant to the present development policy of Mire-Bhayandar Mahanagarपालिका and under the Concerned Statutes provided 9 mtr. Wide Internal Road, Garden including Podium Garden and other facilities as evident from the said sanctioned. The construction of proposed Building No. 1 is by use of part of the basic development potentiality available on the said property. The construction of proposed Building No. 3 is consists of stilt + 14 upper floors which is part of the basic development potentiality of the properties and the part



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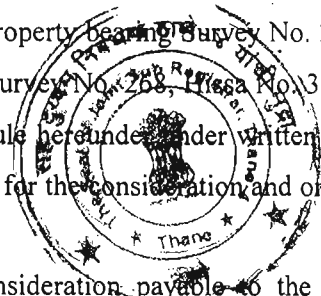
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by use of the benefit of TDR. The said benefit of TDR is acquired and is approved by Mira - Bhayandar Mahanagarpalika;

**WHEREAS-VII:**

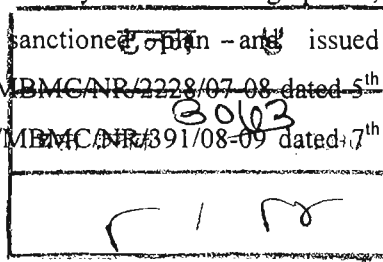
a) By a Development Agreement dated 30<sup>th</sup> May, 2008 executed between the said Owners therein called the Owners and the Promoters herein therein called the Developers, and registered with the Sub-Registrar of Assurance at Thane - 4 under serial No. TNN 4 – 04702 of 2008 the said Owners have agreed to assign, transfer and grant unto and in favour of the Developers and the Developers have agreed to acquire and purchase from the said Owners development right in respect of and for construction of proposed Building No. 3 together with all the benefits permissions, approvals etc. sanctioned and/or granted by the Concerned Authorities and provided/allotted thereto including of car parking stilt parking gardens, internal road etc. on the portion of the property bearing Survey No. 276, Hissa No. 8B, Survey No. 268, Hissa No.2 and Survey No. 268, Hissa No. 3 and more particularly described in the Second Schedule hereunder under written free form all encumbrances, claims and demands at or for the consideration and on the terms and conditions recorded therein;



b) The Promoters have paid the entire consideration payable to the said Owners under the said Development Agreement and have been granted license to enter upon and remain/handed over possession of the portion of the property for construction of the said Building No.3.

c) The said Owners have appointed M/s. Anish & Associates, registered with the Council of Architects as an Architect in respect of the said entire Project including in respect of Building No.3 and have also appointed M/s. Finite Consultants as Structural Engineers for preparing structural designs and drawings and specifications of the building/s in respect of Building No.3 and the Promoter herein have continued the appointment of the said Architect in respect of the said Building No.3.

d) On the plans, layout schemes, specifications, designs etc. being submitted, the Concerned Development Authority of Mira Bhayandar Mahanagarpalika, have approved the Municipal Drawings, sanctioned and issued Commencement Certificate under Ref. No. MB/MBMC/NR/2228/07-08 dated 5<sup>th</sup> October, 2007 and revised under Ref. No. MB/MBMC/NR/391/08-09 dated 7<sup>th</sup>



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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 15<sup>th</sup> 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;

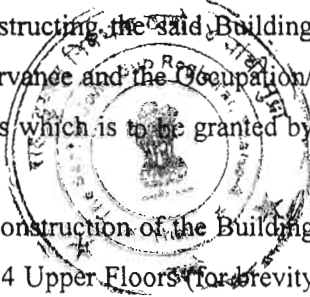
f) The copies of the said Certificate of Title, 7/12 Extract, & Commencement Certificate, in respect of the said Building No.3 and the title of the said Owners/Promoters are hereto annexed and marked as ANNEXURE "D" to "F" respectively;

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 5<sup>th</sup> 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;



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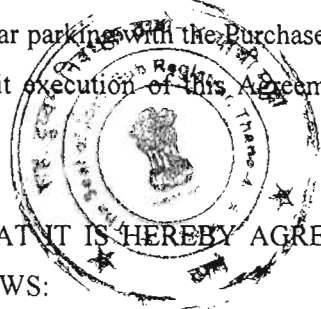
k) The Purchaser/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc;

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;

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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 "HARSH HEIGHTS" presently consist of Stilt + 14 upper floors.

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3. a. The Promoters have full right and absolute authority to convert and change location as also user of any of the buildings, and/or premises therein from residential to commercial/semi-commercial/shops and/or vice-versa. The Purchaser/s shall not object or dispute to the aforesaid right of the Promoters for change of user.

b. Area of the said Building No.3 is 5071.03 sq.mtrs. as permitted and sanctioned by the concerned development authorities with such modification / variation / amendments as may be permissible by the said Concerned Authorities.

c. The Promoters hereby represent and the Purchaser/s hereby expressly confirms that the Promoters have irrevocable and unconditional/ unfettered rights, authorities, entitlements to increase or decrease numbers of floors as also specification/designs as also location by vertical and/or horizontal as also location of recreation ground thereof as may be permitted/approved by the concerned development authority from time to time till the entire layout scheme and the project is completed in all respect.

4. ANNEXURE "B" is the present lay out scheme for redevelopment of the property described in the First Schedule hereunder written. The Said Owners shall be entitled to amalgamate the said property with other adjoining property and to make such changes and modifications in the said layout scheme as they may desire and deem fit and proper, so as to use, utilize, consume and exploit the full benefits of development potentiality including by use of TDR/additional buildable area as may be permitted on the said property, subject however without affecting the location and area of Building No. 3 in respect of which the development rights have been granted to the Promoters herein. The Purchaser/s hereby confirms having understood the aforesaid facts and rights and entitlements of the said Owners and shall not object dispute or create any hindrance during the course of development of the said project in the total layout scheme/plan and no further consent, confirmation or otherwise is required to be taken or obtained from the Purchaser/s. The said Owners/Promoters are entitled to exercise all the rights and entitlements under the provisions of Maharashtra Flat Ownership Act, Rules framed thereunder, D. C. Regulation, and BMC Act and other concerned statutes.

5. The Purchaser/s hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agree to sell and allot to the Purchaser/s on ownership basis a premises / flat bearing No. 501 admeasuring 330 sq. fts (carpet area inclusive of balconies and proportionate areas of common space) on the 5th floor of the said building being Building known as "HARSH

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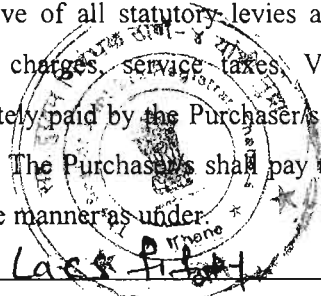
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**HEIGHTS**" i.e. Building No.3 (hereinafter referred to as "the said premises/Flat") as shown in coloured boundary line in typical floor plan thereof hereto annexed as ANNEXURE "G" together with car parking space/open car parking space/garage, bearing 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.

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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) 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.

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a) Rs. 5,55,000/- (Rupees Five Lacs Fifty Five Thousand only only) on or before execution of this Agreement.

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(payment and receipt thereof the Owners hereby admit and acknowledge);

b) Rs. 13,05,000/- (Rupees Thirteen Lacs Five Thousand only only) on completion of piling work of the building;

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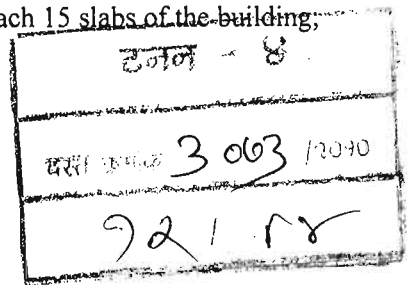
c) Rs.        (Rupees        only) on completion of plinth work of the building;

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

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to be paid in 15 equal installments of Rs. 55,000/- (Rupees Fifty Five Thousand only only) on completion of each 15 slabs of the building;

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e) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

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on completion of brick work;

f) Rs. 1,15,000/- (Rupees One Lac fifteen Thousand only only)

on completion of plastering;

g) Rs. 1,15,000/- (Rupees One Lac fifteen Thousand only only)

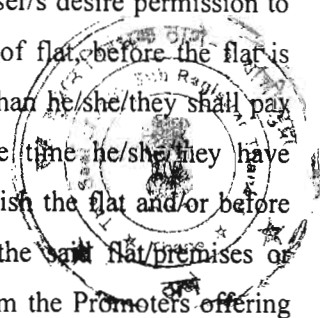
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on completion of flooring;

h) Rs. 1,15,000/- (Rupees One Lac fifteen Thousand only only)

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



It is expressly agreed and understood that if the Promoters carry out and complete the 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 other 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) or such of them depending upon completion of work. Time for making payment of the above amounts shall be 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 the sums paid by the Purchaser/s under these presents, without interest after the Said Premises is re-sold to any third party and after the Promoters have then received the entire consideration from such re-sale.

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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/s, 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.

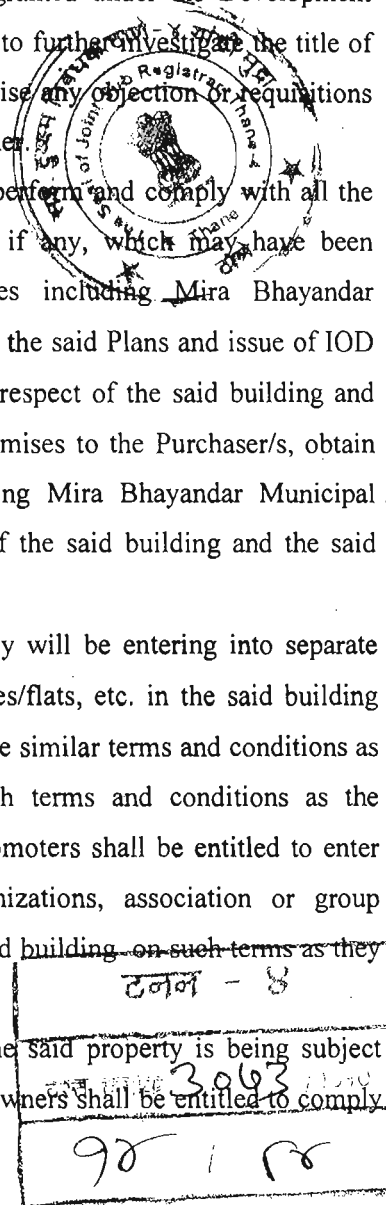
Subject to however, without prejudice to any of the rights, privileges and covenants under these presents, the promoters may in their sole discretion, accept the defaulted installments, along with interest at the rate of 21% p.a. from the due date of payment, till the actual date of payment.

7. The Purchaser/s has accepted the title of the said Owners in respect of the said property described in the First Schedule hereunder written as disclosed in the certificates of title issued by their Advocates and also the right of the Promoters for construction of the said Building No.3 as granted under the Development Agreement. The Purchaser/s shall not be entitled to further investigate the title of the said property and hereby undertakes not to raise any objection or requisitions in respect thereof or dispute the same in any manner.

8. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Concerned Local Authorities including Mira Bhayandar Municipal Corporation at the time of sanctioning the said Plans and issue of IOD and Commencement Certificate or thereafter in respect of the said building and shall, before handing over possession of the premises to the Purchaser/s, obtain from the Concerned Local Authorities including Mira Bhayandar Municipal Corporation Occupation Certificate in respect of the said building and the said premises.

9. The Promoters hereby represent that they will be entering into separate and individual agreements in respect of premises/flats, etc. in the said building available for construction by the Promoters on the similar terms and conditions as contained under these presents and/or on such terms and conditions as the Promoters may deem fit and property. The Promoters shall be entitled to enter into packet deal agreements with any organizations, association or group bookings so as to have group booking in the said building on such terms as they may deem fit and proper.

10. In the event of any of the portion of the said property is being subject matter of any reservation, setback etc. the said Owners shall be entitled to comply



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with such reservations, handover such portion duly constructed or otherwise and claim ask for demand, recover and receive, compensation, benefits, in the form of development right, TDR or otherwise and use, utilize, consume and exploit the same in development of the said property as the said Owners may deem fit and proper and that the Developers have no right in respect thereof nor shall the Purchaser/s claim any such rights from the Promoters and/or the said Owners.

11. The Promoters hereby represent and declare and the Purchaser/s hereby confirm that :-

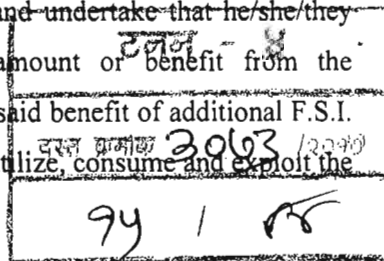
(i) The Development of the said property is under a layout scheme/project as sanctioned or to be sanctioned hereafter with such modification, amendments etc., as may be permitted by the concerned development authority including Mira Bhayandar Municipal Corporation.

(ii) The construction of said building being Building No. 3 known as "HARSH HEIGHTS" on the portion of the said property is part of the development in the layout scheme and project. The said Owners are entitled to carry out and complete further and other development on other part/portion of the property by constructing other buildings presently approved by the MBMC.

(iii) If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities, any benefit of further or additional T.D.R. (Transferable Development Right) is available in respect of the said property, as recipient plot then in such event, the said Owners alone shall be entitled to avail such T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional structure in the layout scheme.

(iv) The Purchaser/s hereby agrees and undertakes that he/ she/they shall not obstruct or object or dispute to the right, title and interest of the said Owners in respect of the said additional F.S.I. and/or T.D.R. benefit available to the Promoters as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the said Owners.

(v) The Purchaser/s hereby irrevocably agree and undertake that he/she/they shall not claim or demand any consideration/amount or benefit from the Promoters and/or the said Owners in respect of the said benefit of additional F.S.I. and/or T.D.R. available to the said Owners to use, utilize, consume and exploit the



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same by constructing additional structure or additional floors on the said buildings.

12. The Purchaser/s hereby grants irrevocable power and consent to the said Owners and agrees:-

a) The Development of the said property is under a layout scheme/ project as sanctioned or to be sanctioned hereafter with such modification, amendments etc., as may be permitted by the concerned development authority including Mira Bhayandar Municipal Corporation.

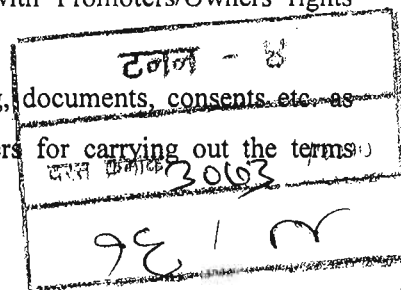
b) The construction of said building being Building No. 3 on the portion of the property is part of the development in the layout out scheme and project. The said Owners are entitled to carry out and complete further and other development on other part/portion of the property by constructing other buildings presently approved by the MBMC. No separate consent and confirmation in writing or otherwise is required to be obtained at any time till the entire layout scheme is completed by construction of all buildings from the Purchaser/s herein and the provisions of section 7(a) of MOFA and the concerned Rules are not applicable to the said development.

c) That the said Owners have full right, absolute authority and entitled to make such changes, amendments, modifications, shifting of location etc. of garden, RG., PG, and other facilities as may be provided on completion of the entire development of the said property. The Purchaser/s shall not object or dispute to the same.

d) That the said Owners alone shall be entitled at all time to all FSI in respect of the said property whether available at present or in future including the balance FSI, the additional FSI available under the Rules and Regulations of the concerned authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) by whatever named called and in all forms or otherwise, howsoever.

e) not to raise any objection or interfere with Promoters/Owners rights reserved hereunder.

f) to execute, if any, further or other writing, documents, consents etc. as required by the Promoters and/or the said Owners for carrying out the terms hereof and intentions of the parties hereto.



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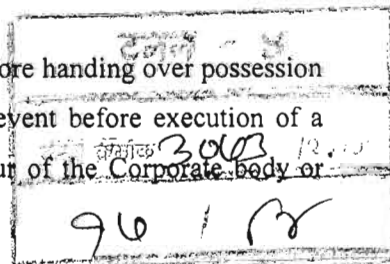
g) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s and vesting document is executed. Subject to what is contemplated hereinafter, the aforesaid covenants or such of them as the Promoters and the said Owners may deem fit will be incorporated in the vesting documents which shall run with the property.

13. It is expressly agreed and undertaken by the Purchaser/s that in case he/she/they desire to obtain/borrow housing loan from any financial institution / Bank / Organization / Employer by offering as security the Flats allotted to him/her/them under these presents, the Payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s availing such loan. However on non-payment of such loan by the Purchaser/s, the recourse available to the financial institution would be only to such flat allotted and the Purchaser/s and not to the land and buildings belonging to the Promoters. On financial institution agreeing to the above, the Promoters shall grant the NOC to such Purchaser/s to raise housing loan only on the aforesaid conditions and not otherwise.

14. The Purchaser/s hereby confirm that the Promoters have given to the Purchaser/s concession in the consideration fixed under these presents which is Less than the rate presently prevailing in the same vicinity in respect of the other buildings similarly situate at, considering that the Purchaser/s has agreed to bear, pay and discharge all charges, such as development charges, infrastructure charges, services tax, VAT, workmen welfare fund, and other statutory levies as may be demanded and levied by the concerned authorities including of Government of Maharashtra and/or MBMC from time to time till execution of vesting documents as contemplated under these presents. The covenants under these presents shall be binding upon the Society, or any other organization as may be formed and registered as contemplated hereinafter.

15. The Promoters hereby agree that they shall before handing over possession of the said Premises to the Purchaser/s and in any event before execution of a Conveyance/declaration of the said property in favour of the Corporate body or



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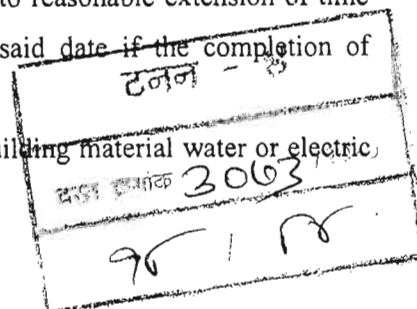
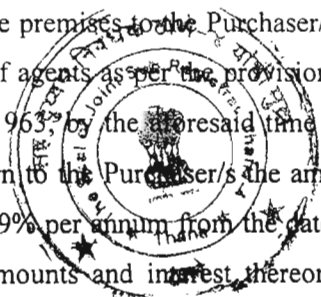
Society/Societies or Organization to be formed by the Purchasers of flats/premises in all the buildings to be constructed on the said Property (for the sake of brevity it may be referred to hereinafter as "THE SOCIETY/ SOCIETIES/ LIMITED COMPANY/ ORGANIZATION") make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whatsoever in and over the said Property and shall as far as practicable ensure that the said Property is free from all encumbrances and that the Promoters have absolute clear and marketable title to carry out and complete construction of the said Building No. 3 and so as to enable the said Owners to convey to the said Society/Company/Organization as the case may be such absolute clear and marketable title on the execution of a Conveyance as the Promoters/the said Owners and in favour of such Association/ Organization.

16. The amenities to be provided by the Promoters in the said building and the premises are those that are set out in ANNEXURE "H" hereto.

17. The Promoters shall give possession of the premises to the Purchaser/s on or before 31.12.2010 after obtaining occupation certificate. If the Promoters fail or neglect to give possession of the premises to the Purchaser/s on account of any reason beyond their control and of agents as per the provisions of Section 8 of Maharashtra Ownership Flats Act 1963, by the aforesaid time then the Promoters shall be liable on demand to return to the Purchaser/s the amount already received by them with simple interest at 9% per annum from the date the Promoters received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Purchaser/s, there shall, subject to prior encumbrances if any, be a charge on the said premises as well as the construction of building in which the premises is situated or was to be situated.

PROVIDED that the Promoters shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid date if the completion of building is delayed on account of-

- i) Non availability of steel, cement, other building material water or electric supply;
- ii) War, civil commotion or act of god;



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- iii) Any notice, Order rule, notification of the Government and/or for other public or competent authority;
- iv) Any other reason/cause beyond their control;
- v) Due to any Order, injunction, or stay if granted by the concerned authorities and/or Court of Law.

18. The Purchaser/s shall take possession of the premises within One week from the date of written notice from the Promoters to the Purchaser/s intimating that the said premise is ready for use and occupation.

PROVIDED THAT if within the statutory period from the date of Occupation Certificate, the Purchaser/s bring to the notice of the Promoters any material defect in the premises or the said building in which the premises is situated or the material used therein then, whenever possible such defects shall be rectified by the Promoters at their own cost with best possible material and in case it is not possible to rectify such defects then the Purchaser/s shall be entitled to receive from the Promoters reasonable compensation for such defect, or change subject however that the Purchaser/s is not guilty of any act of omission or commission and has fully performed and complied with his/her/their part of the obligations and covenants contained under these presents.

19. The Purchaser/s shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible. He/she/they shall use the garage or parking space if so allotted in writing only for purpose of keeping or parking the Purchaser/s own vehicle. The Promoters shall have full right, absolute authority and entitled to allot car parking space/open and/or stilt car parking space not already allotted, to such of the Purchaser/s as the Promoters may deem fit and the Purchaser/s shall not object or dispute to the same.

20. The Purchaser/s along with other Purchasers of flats/premises etc. in the said building and also in the other buildings shall join in formation and registration of a Society or limited company or organization under the Provisions of Maharashtra Flat Ownership Act and/or Maharashtra Apartment Ownership Act, as may be suggested by the Promoters and to be known by such name as the Promoters may decide and for this purpose also from time to time to sign and execute all such application for registration and/or membership and other papers and documents necessary for the formation and the registration of such organization and for becoming a member, including the bye-laws of the proposed organization and duly fill in, sign and return to the Promoters within a week of the same being forwarded by the Promoters to the Purchaser/s, so as to enable

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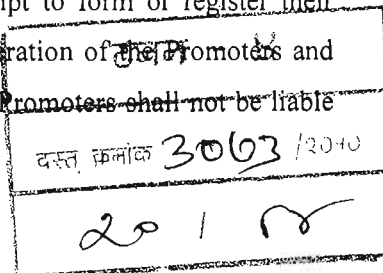
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Promoters to register the organization of all the Purchaser/s under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964, and/or under the provisions of Maharashtra Apartment Ownership Act, 1970.

21. a. Since the Promoters are carrying out development by construction of the said building under the said Development Agreement executed by the said Owners which is part of Layout Scheme and the said project and the said Owners are constructing Buildings/wings Phase wise from time to time, the Society, Organization and Association shall be formed and registered by all the flat Purchasers in the said building if so permitted under the concerned Statues including Maharashtra Societies Act or otherwise such Society/Organization shall be formed and registered in respect of all the buildings/wings ~~only after the said Owners have fully carried out construction of all the buildings/wings as contemplated in the said Layout scheme.~~ Such society/organization or Association shall be either in respect of individual Building/wing and/or in respect of all the buildings/wings as may be permissible under the concerned statues. The Promoters and the said Owners shall alone has discretion to decide and determine to form and register either one or more than or in respect of each of the building/wing such society/association or organization. The Purchaser/s shall not dispute or challenge the right, authority and option of the Promoters.

b. If for any reason a separate/individual Society/Organization in respect of the said buildings, if so permitted, then in such event Organization, Association or Society of all the buildings shall form and register their common body/apex body or Organization which shall be entitled to look after, manage and administer all the common affairs of the said property described in the First Schedule hereunder written and the buildings thereof and each of the societies shall be member of such Apex body. It is expressly agreed and understood that under no circumstances the Promoters are required to cause the said Owners to transfer or convey their property in pieces/part of any of such society/organization or Association. It is further agreed and understood that in the event of the Purchaser/s commits breach individually or along with Purchasers of other premises in the said buildings and make any attempt to form or register their Association, Organization or Society without co-operation of the Promoters and in breach of this clause, then in such event also the Promoters shall not be liable



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to execute and cause the said Owners to execute any vesting documents for transfer of part or portion of the said property with or without such Buildings.

c. On the Apex body/Society being formed by all the Societies as may be formed and registered, the Purchaser/s, other Purchasers in the building and their societies shall bear, pay and deposit in proportion to area of the building, all such common expenses such as R.G. maintenance, garden, common 9 mtr. wide internal road, common taxes, common electricity, common water charges etc. with the said Common body/Apex body who shall in its turn bear pay and discharge the same to the concerned authorities.

d. Unless it is otherwise agreed to by and between the Promoters and the said Owners as regards execution of vesting documents, the Promoters shall cause the said Owners, within reasonable period of formation/ registration of the Society/Societies or Limited Company or Organization of all the buildings under the said layout scheme, as also Apex body or Society as aforesaid, shall transfer to the Society/Societies or Limited Company or Organization or Apex body all their right, title and interest as the Owners in respect of the said entire property described in the First Schedule hereunder written together with the buildings by executing the necessary conveyance/declaration of the said Property (to the extend as may be permitted by the authorities) and the said buildings in favour of such Society/Societies or Limited Company or Organization or Apex body as the case may be. Such Conveyance shall be in keeping with the terms and provisions of this Agreement.

22. The Purchaser/s, on or before taking possession of the said premises shall pay to the Promoters the following amounts, towards necessary membership fees, professional fees, development charges and other out of pocket expenses.

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|------|-------------------|--|
| i)   | Rs. <u>260k</u>   | towards share money, application entrance fee of the Society or limited company. |
| ii)  | Rs. <u>5000k</u>  | towards formation and registration of the Society or Limited Company.            |
| iii) | Rs. <u>6000k</u>  | towards electric & water meter deposit and charges.                              |
| iv)  | Rs. <u>20000k</u> | towards development charges.   |
| v)   | Rs. <u>5500k</u>  | towards legal & professional charges.  |

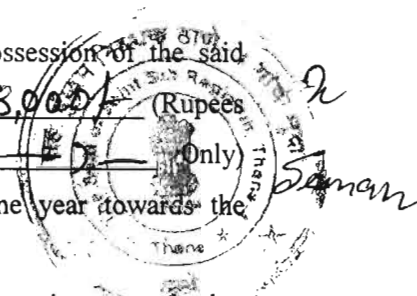
Rs. 36,760k Total (Rupees Thirty Six Thousand Seven hundred Sixty Only)

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The amount paid or becoming payable to the Promoters by the Purchaser/s under this Sub clause are non refundable and shall not carry any interest. Save and except such clause above, the Promoters shall not be liable to render any accounts of such amounts or deposit to such Purchaser/s or Society/Limited Company at any time.

The Purchaser/s hereby undertakes to sign and execute from time to time, the applications for registration and other papers and documents, so necessary for the formation and registration of the co-op. housing society or the limited company duly filled, signed and return the same within 10 [ten] days of the same being forwarded by the Promoters to the Purchaser/s. No objection shall be raised by the Purchaser/s 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.

23. The Purchaser/s shall also on or before taking possession of the said premises keep deposited with the Promoters a sum of Rs. 48,000/- (Rupees Forty Eight Thousand only Only) being proportionate share of taxes and outgoings for one year towards the following expenses may be incurred for the said building.



a. The cost of cleaning and lighting passages, landings, staircases and other parts of the Said Building or other common facilities of the Said Building, enjoyed or in use by the Purchase in common with other flats/shops/premises purchasers or occupiers of the Said Building.

b. Municipal and other taxes, water charges, land revenue, lease rent etc.

c. Cost of insurance of the Said Building and other common amenities and facilities of the Said Building.

d. Cost of decorating the entrance lobby exterior and other common amenities / facilities of the Said Building.

e. Cost of maintaining elevators of the Said Building.

f. The cost of salaries of clerks, bill collectors, chowkidars, security personnel's, sweepers, gardeners etc.

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g. Such other expenses as are necessary or incidental to the maintenance and the upkeep of the Said Building.

24. The amount paid to the Promoters by the Purchaser/s shall not carry any interest and the Promoters shall maintain a separate account in the books in respect of the said amount of Rs. 48,000/- (Rupees Forty Eight Thousand only Only)

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received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the above expenses.

25. The Promoters shall raise bills periodically on the Purchaser/s in respect of his/her/their proportionate provisional share of payment of Rs. 4,000/-

(Rupees Four Thousand only Only) outgoing for the said premises in

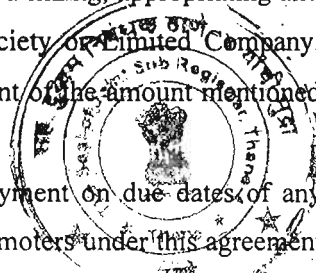
advance for each month from the date of occupation certificate and the Purchaser/s shall duly pay and discharge the same regularly within 7 days of the date of the bills and Purchaser/s shall not withhold the same for whatsoever reason. The said monthly outgoings are payable until the vesting documents is/are executed and the management of the said building are handed over to the Society or Limited Company or Apex Society as the case may be, where upon the Promoters shall pay upon after making deduction and utilizing, appropriating and adjusting amount therefrom or otherwise, to the Society or Limited Company.

The Promoters shall not be liable to render the account of the amount mentioned above individually to the Purchaser/s at any time.

26. On the Purchaser/s committing default in payment on due dates of any amount due and payable by the Purchaser/s to the Promoters under this agreement (including his/her/their proportionate share of taxes levied by the Concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the term and conditions herein contained, the Promoters shall be entitled at their own option to terminate this agreement.

27. It is also understood and agreed by and between the parties hereto that the terrace space, if any in front or adjacent to a flat in the said building shall belong exclusively to the respective flat Purchaser/s thereof ~~along with the said flat and~~ such terrace space is intended for the exclusive use of the respective terrace flat Purchaser/s. The said terrace shall not be enclosed by such Flat Purchaser/s if so allotted unless and until the permission in writing is obtained from the concerned local authority, i.e. MBMC and the Promoters or the society or the Limited Company as the case may be for that purpose.

28. The Promoters shall be entitled to enter into Agreements with other Purchasers on such terms and conditions as the Promoters may deem fit or alter the terms and conditions of the Agreement already entered into by the Promoters with the other Purchasers if any, without effectively prejudicing the rights of the Purchaser in the said flat under this Agreement.



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29. The Purchaser/s shall not be entitled to claim or demand any separate and exclusive amenities or facility including gate, garden, R.G., P.G., etc. in respect of said building No. 3 nor shall claim any division, sub-division or otherwise of any such facilities, amenities and/or the said property.

30. The Promoters shall not be liable to share the Maintenance charges, Electricity Charges, Water charges, and other outgoings in respect of the unsold flats/premises/stilt car parking/open parking space. The Promoters will bear the Municipal Assessment taxes if any, payable and nothing else.

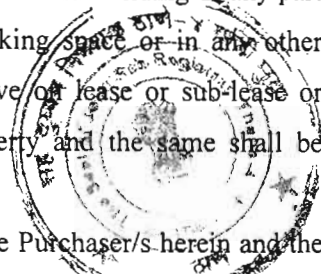
31. It is also hereby expressly agreed that so long as it does not in anyway affect or prejudice the right created in favour of the Purchaser/s in respect of the said flat, the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title and interest in the said building or any part thereof, and give portion of open land as open parking space or in any other manner they deem fit including to assign and/or give of lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Purchaser/s.

32. The Powers and authority of the Society or the Purchaser/s herein and the other Purchasers shall be subject to the over all power, control and authority of the Promoters in any of the matters concerning the said building and subject to the terms of the said Development Agreement executed by the said Owners in favour of the Promoters herein.

33. The Promoters shall, if necessary, become the member of the society in respect of their rights and benefits conferred herein including with regard to unsold Flats/Premises or otherwise. If the Promoters transfers, assign and dispose of such rights and benefits at anytime to anybody, then, the respective assignee, transferee and/or the Purchaser/s thereof shall become members of the society in respect of the said rights and benefits. The Purchaser/s herein and the society will not have any objection to admit such assignee, transferee and/or Purchaser/s as the member of the society without any charges whatsoever.

34. The Purchaser/s for himself/herself/themselves with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Promoters as follows:

a. Not to cause any nuisance, obstruction, or interference to the construction of other building/buildings by the said Owners and/or their nominees or nominees on the other portion of the said entire property during the construction period and extend all necessary co-operation as may be required by the Promoters.



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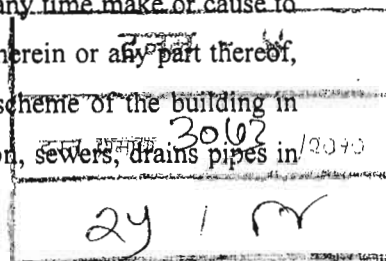
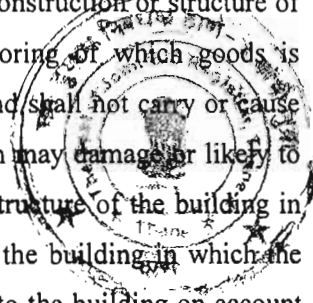
b. Not to obstruct or interfere with a right of the Promoters to allow any portion of open space in the property and/or the said building for performance of Pooja, prayers, get together or any small function/ social or religious functions by Purchaser/s of premises of any of the buildings to be constructed on the said property.

c. To maintain the premises/flat agreed to be sold under this agreement at his/her/their own cost in good tenantable repair and condition from the date the possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of concerned local or any other authority or change alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.

d. Not to store in the premises any good which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building on account of negligence or default of the Purchaser/s, in this behalf, the Purchaser/s shall be liable for the consequence of the breach.

e. To carry at his/her/their own cost all internal repairs to the said premises and maintain the premises in the same conditions state and Order in which it was delivered by the Promoters to the Purchaser/s and shall not do cause to be done anything in or to the building in which the premises is situate or the premises which may violate the rules and regulations and bye laws of the concerned local authority including MBMC or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

f. Not to demolish or cause to be demolished the premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises is situated and shall keep the portion, sewers, drains pipes in



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the building premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner damages to columns, beams, walls, slabs or RCC Partis or other structural members in the premises without the prior written permission of the Promoters and/or the Society or the limited company.

g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken.

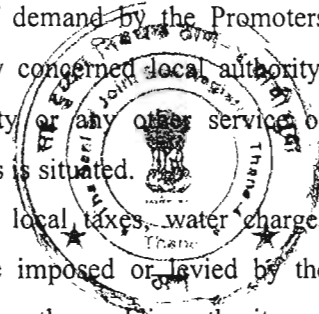
h. Not to throw dirt rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building in which the premises is situated.

i. Pay to the Promoters within seven days of demand by the Promoters his/her/their share of security deposit demanded by concerned local authority, MBMC or Government or giving water, electricity or any other service or connections to the building in which the said premises is situated.

j. To bear and pay in proportion increase in local taxes, water charges outgoings and such other levies if any, which are imposed or levied by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchaser/s viz. user for any purposes other than for residential purpose or for any other purpose or reason whatsoever.

k. The Purchaser/s shall not let, sub let transfer assign or part with possession his/her/their interest or benefit of this Agreement until all the dues payable to the Promoters under this agreement are fully paid up and only if the Purchaser/s had not been guilty breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtain prior consent in writing from the Promoters.

l. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt as its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority including MBMC and of Government and other public bodies. The Purchaser/s shall also observe and



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perform all the stipulations and conditions laid down by the Society Limited Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

m. The Purchaser/s is aware and hereby confirm that by the said Development Agreement dated 30<sup>th</sup> May, 2008, the Promoters have acquired development right from the said Owners in respect of building No."3" and have agreed to comply with certain obligations as recorded therein. Upon the Purchaser/s being put in possession of the said premises, the Purchaser/s herein and Purchaser/s of other premises in the said building shall comply with fulfill observe and perform all the obligations and covenants contained in the said Development Agreement including as contemplated in clauses 16, 23, 27, 32 & 34 (a) therein. The Purchaser/s herein further confirms that the said Owners are entitled to enforce the said obligations and the covenants contained in the said Development Agreement against the Purchaser/s herein and other Purchaser/s of premises in the said building as also the society on being registered.

n. The Purchaser/s shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Promoters, for effectually carrying out intention of the parties including to enable the Promoters to complete the said building and as may be required by the said Owners in respect of other buildings to be constructed by them under the said layout scheme.

o. The Purchaser/s shall either independently and/or jointly with other Purchasers comply with, fulfill, observe and perform all obligations and covenants on his/her/their part contained under these presents.

35. The transaction covered by this contract at present is not understood to be a sale and/or rendering of service liable to tax under Sales Tax or Works Contract Law, I.T. Act or any other statute notification or circular of Government (State and/or Central). If, however, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is held to be liable to any tax as a sale, service or VAT or otherwise in whatever form either as a whole or in part any inputs or materials or equipments used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be exclusively payable by the Purchaser/s along with other Purchasers on demand at any time and the Promoters shall not be held liable or responsible.

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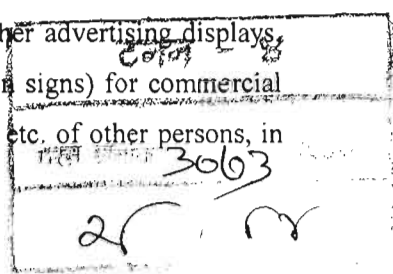
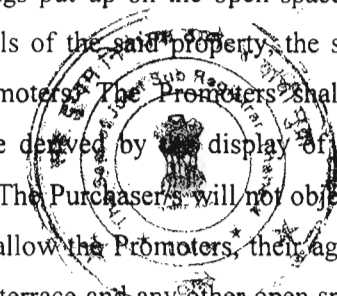
36. All the deposits payable to the MBMC, Electricity Board, Mahanagar Telephone Nigam for telephone connection and electricity charges, drainage, water connection or of permanent deposits in respect of the said building wherein the premises is situated and in respect of other common amenities under the said layout scheme which become payable shall be paid or reimbursed to the Promoters and/or the said Owners as they case may be.

37. a. The Promoters hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light Hoardings etc. or any open spaces in the said property including on the terrace of the Building either by putting up separate and/or by using compound walls for the said purpose on such terms and conditions as the Promoters may desire.

b. If any Municipal rates, taxes, cesses, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoters. The Promoters shall be exclusively entitled to the income that may be derived by display of such advertisement, hoardings at any time hereafter. The Purchaser/s will not object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoters shall be entitled to transfer or assign such right to any person or persons whom they may deem fit and the flat Purchaser/s or the Society shall not raise any objection thereto.

38. a. The Promoters will at all times, be entitled to install the logos and/or name boards and/or put up advertisements boards/hoarding etc. of the Promoters, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs) in one or more places including on the said Building on open space/s, the terraces of the said building and the compound walls of the property. The Promoters will not be liable to make any payment of any nature to the Association of Apartment Purchasers in the said building, in respect of the said displays.

b. The Promoters will, at all times, in addition to its own displays be entitled, for its own benefit, to install or permit installation of other advertising displays with various devices (including electronic, laser and neon signs) for commercial exploitation, in relation to the various products/ services etc. of other persons, in



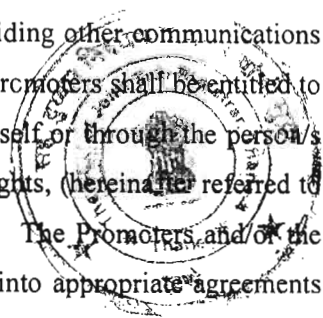
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one or more of the terrace area and/or the building, if they so desire. In case the Promoters or such other persons as are permitted by the Promoters (hereinafter referred to as the assignees of the said right) put up for commercial exploitation displays of products or services of other persons in the said building, the Association/Society and members thereof shall not have any other claim or right in respect of the said displays nor will they be entitled to object to the same.

c. The Promoters has informed the Purchaser/s and the Purchaser/s is aware that the Promoters has retained to itself the exclusive right to use any portions of the building/terrace for erecting and installing Cellular Telecommunication Relay Stations, and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as "the communication equipment") for facilitating relay of Cellular communication, radio services and satellite communications and providing other communications and relays by any and all means and devices and the Promoters shall be entitled to commercially exploit the aforesaid rights, either by itself or through the person/s to whom the Promoters may have assigned the said rights, (hereinafter referred to as Assignees of the said right) for their own benefit. The Promoters and/or the Assignees of the said right shall be entitled to enter into appropriate agreements with the persons holding license/s from the authorities in respect of the commercial exploitation of the said equipments. In case the said Cellular Telecommunication, Relay stations, and other communication relaying stations are erected and installed on the terrace or other portions of the said building, the Promoters/the assignees of the said right shall pay to the Association/Society of the Flat Purchasers of the said building an aggregate lump sum amount decided by the promoters per annum, commencing from the date the erection/ installation of the said Cellular Telecommunication Relay Stations, and other communication relaying stations on the terrace or other portions of the said building is complete or on the society/organization being formed and registered whichever is later.

d. The Promoters/the assignees of the said rights stated in sub-clause (b) & (c) above shall, be entitled, to exploit the said right, notwithstanding what is stated elsewhere in this Agreement and at all times, at their own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and/or change the displays and the communication equipment as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MBMC, Electricity authority or any other concerned authorities, in their own right, for the purpose of obtaining licenses and other permissions and



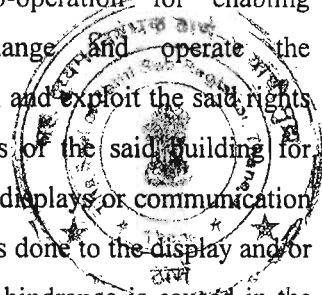
and to approach the MBMC, Electricity authority or any other concerned authorities, in their own right, for the purpose of obtaining licenses and other permissions and
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entitlements, in their own name for exploiting the said rights aforesaid and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MBMC, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.

e. The Purchaser/s and the occupants of the various flat in the said building and the Association to be formed of all the Flat Purchasers in the said building shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoters and the assignees of the said rights, all necessary co-operation for enabling him/her/them/it to install, maintain repair, change and operate the display/communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of the said building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as herein mentioned shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consents to the same.



39. It is specifically and expressly agreed that in the event of the Promoters require to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from Electricity Board or any other concerned authorities either within the said property or the building to be constructed thereon than in such event the Purchaser/s shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other concerned authorities for the said purpose, proportionately as may be decided by the Promoters. The Promoters shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.

40. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises of the said property and building or any part thereof. The Purchaser/s shall have no claim save except in respect of the premises hereby agreed to be allotted and sold

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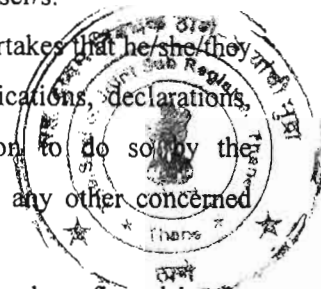
to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc. will remain the property of the Promoters until the said property and building are transferred to the Society/Limited company as hereinbefore mentioned.

41. The Purchaser/s hereby gives his/her/their express consent to the Promoters to raise any loan against the security of mortgage of the said property and the said building/buildings being constructed thereon and for mortgaging the same with any bank/s or any other party. This consent is on express understanding that any such loan liability shall be bared by the Promoters at their expenses before the possession of their flat is handed over to the Purchaser/s.

42. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement have first lien and charge on the said flat/shop/unit agreed to be purchased/acquired by the Purchaser/s.

43. The Purchaser/s hereby specifically agrees and undertakes that he/she/they shall sign and execute all such necessary, writings, applications, declarations, affidavits and undertakings immediately on calling upon to do so by the Promoters or by the concerned authority or authorities or any other concerned statutes.

44. It is expressly and specifically agreed understood and confirmed by the Purchaser/s that till the Conveyance, or vesting documents in respect of the said property together with the said building standing thereon and even after the Promoters shall have full right, power and absolute authority to deal with or dispose off the unsold flats /premises/open/stilt parking etc. which are in the name of the Promoters or their nominee/s to the person or persons of their choice and to their absolute discretion to which the Purchaser/s herein and other Purchasers shall have no right or authority to object or challenge the same. If all the flats are not sold by the Promoters before the common Organization/ Society is registered or even after the said property is transferred to the common organization, the Promoters shall hold such unsold flat/s in its name not as member/s of such common organization but as absolute Promoters thereof and it shall not be subject to or governed by the bye-laws rules and regulations including the tenancy regulations of such common organization. The Promoters shall not pay any maintenance charges, outgoings, Municipal taxes or any other charges in respect of such unsold flats, to the common organization. The Promoters shall have the unqualified and unrestricted right and authority to sell and dispose of such unsold flat/s, car parking, etc. to any person of the Promoters choice and the common

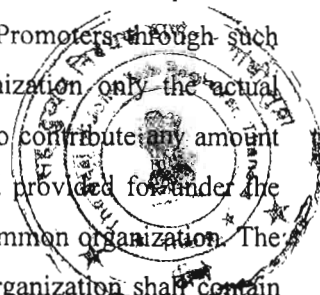


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organization and/or its members being the flat Purchasers of the flats in the said building shall not object to any such sale or disposal by the Promoters nor shall it or they refuse to enroll the Purchasers of such unsold flat/s from the Promoters as members thereof. In the event of the Promoters not being able to sell and dispose of any flats remaining unsold on the date of registration of the common organization or on the date of Conveyance etc. of the property in favour of the common organization on 'Ownership' basis on the terms and conditions similar hereto, the Promoters shall be at liberty and entitled to allow such premises to be used temporarily by any person of their choice on a non permanent basis pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the common organization and neither the Flat Purchaser/s nor the common organization shall be entitled to object to the same. For the period of such use and occupation of such unsold flat/s by the Promoters, through such person, the Promoters shall pay to the common organization only the actual outgoings due in respect thereof and shall not be liable to contribute any amount towards sinking fund, repairs, etc. or for any other fund provided for under the Bye-laws, rules and regulations or resolutions of such common organization. The Conveyance to be executed in favour of the common organization shall contain appropriate covenants to these effects. On the Promoters intimating to the Society or limited company, as the case may be the name or names, of the Purchaser or Purchasers of such unsold flats/premises etc. the Organization/Society shall admit and accept such person/persons as their member/s and shareholder/s and shall issue/transfer share certificate in favour of such person/persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.



45. It is expressly agreed and confirmed by the Purchaser/s that he/she/they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties development charges, betterment charges and outgoings payable in respect of the flat/premises agreed to be purchased by the Purchaser/s under this Agreement, from the date of Promoters intimating to the Purchaser/s to take possession of the premises agreed to be purchased by the Purchaser/s. Such date of handing over the possession of the said premises will be intimated by the Promoters to the Purchaser/s at their address given in Para (49) herein by post under certificate of posting. The intention of the parties hereto being clear that irrespective of the fact whether the Purchaser/s takes possession of the premises

3003  
32 1 58

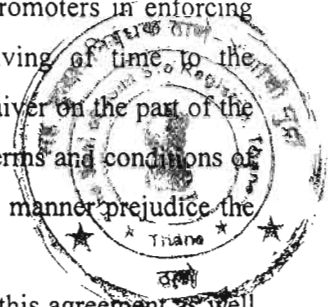
2

Seman

agreed to be purchased by him/her/them under these presents on the date intimated by the Promoters as aforesaid or not, or whether the Promoters demand for the same or not, the Purchaser/s shall without any reservation or objection bear, pay and discharge his/her/their share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings etc. of the said premises and the said building. The decision of the Promoters as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchaser/s.

46. The Purchaser/s shall observe, perform and abide by all the conditions and stipulation contained in the permissions, sanctions and approval given granted by the concerned authorities including of Mira Bhayandar Municipal Corporation.

47. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non compliance of any of the terms and conditions of this agreement by the Purchaser/s or shall the same in any manner prejudice the rights of the Promoters.



48. The Purchaser/s and/or the Promoters shall present this agreement as well as the other documents at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof, on intimation being received by them from the Purchaser/s in writing.

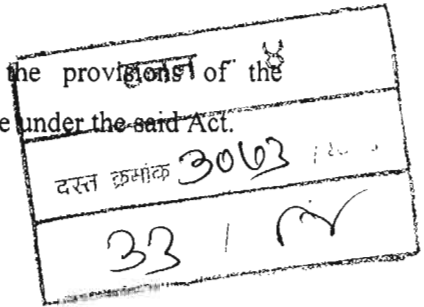
49. All notices, intimations, letters, communications etc. to be served on or given to the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting at his/her/their address as specified below :-

*R*  
*Suman*

F/302, Krishna, Vasant Sagar, Samta Nagar,  
Thakur Village, Kandivali (E), Mumbai, 400101.

50. All the Payments under this Agreement shall be irrevocably made in favour of Harsh Real Estate Private Limited Escrow Account Number 0176351000003672 with Lakshmi Vilas Bank.

51. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1963 and the rules made under the said Act.



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

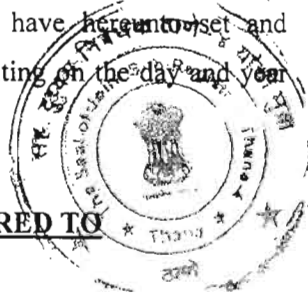
HARSH REAL ESTATE PRIVATE LIMITED ) AACCH 0352 B  
Promoters )

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

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_ *Suman*

Purchaser/s

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals into this writing on the day and year first hereinabove written.



**FIRST SCHEDULE ABOVE REFERRED TO**

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

A) **PROPERTY I:-**

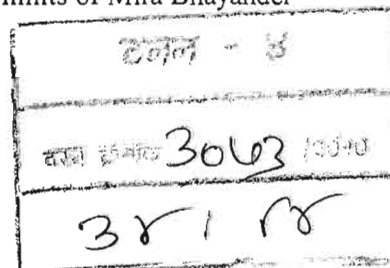
Land bearing Old Survey No 567, New No 267 , Hissa No 2/6 admeasuring 450, Sq mtrs. or thereabout, situate, lying and being at Village Bhayander, Taluka & District Thane and which is now falling within the local limits of Mira Bhayander Municipal Corporation.

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:-**

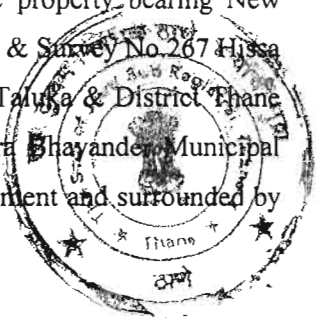
Land bearing Old Survey No 575, New No 268 , Hissa No 3 admeasuring 6260, Sq mtrs. or thereabout, situate, lying and being at Village Bhayander, Taluka & District Thane and which is now falling within the local limits of Mira Bhayander Municipal Corporation.



*Suman*

**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. )  
 in the presence of :

For Harsh Real Estate Pvt. Ltd.

*Handwritten signature of Director*

Director.

1. Shri PRAYEEN MURPANI *Prayeen* )  
 )  
 2. Shri NIRU N. DHAR *Nirun* )  
 )



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 *Nirun* )  
 )



टाऊन - ४
दाखल क्रमांक 3063/2010
34/1/8





# ANNEXURE "A"



क्र. यु.एलसी/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 मोजे :- 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 मोजे :- 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

मोजे :- 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 शहा व इतर

मोजे :- 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 शहा व इतर

मोजे :- 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 = ९३९०.००)

विकासक :- रामप्रसाद एस अग्रवाल

संदर्भ :- १) वास्तुविशारद यांचे पत्र दि. ३/०५/२००८ ३७१ १४

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



टलम - ४  
दस्तावेज क्र. ३०७३

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, मौजे 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 एकत्रिकरणाचे 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 करुन 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 शीफ्ट दर ५ टक्के क्षेत्र २८.९० क्षेत्र हिशोबीत होईल.

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

विषयांकित जमिनीपैकी जु.स.क्र. ५७४/८ब, क्षेत्र ६८० चौ.मी. जमिनीवर योजना एस आर १६३३ मंजुर असुन 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. यु.एल.सी/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. ३१/०९/१९९० रोजी दिलेल्या निर्देशाचे काटेकोरपणे पालन करणेत यावे.
३. योजनेतील उदवाहकासह इमारतीतील खुल्या बाजारातील सदनिका विक्रीदर रु. ७२६/- प्रति चौ. फुट या दराने विकाव्यात व त्यासाठी ठेवलेले विक्री रजिस्टर विहित नमुन्यात भरुन पडताळणीसाठी या कार्यालयास दर महिन्याच्या ५ तारखेच्या आंत सादर करावे.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी,  
ठाणे नागरी संकुल, ठाणे-४

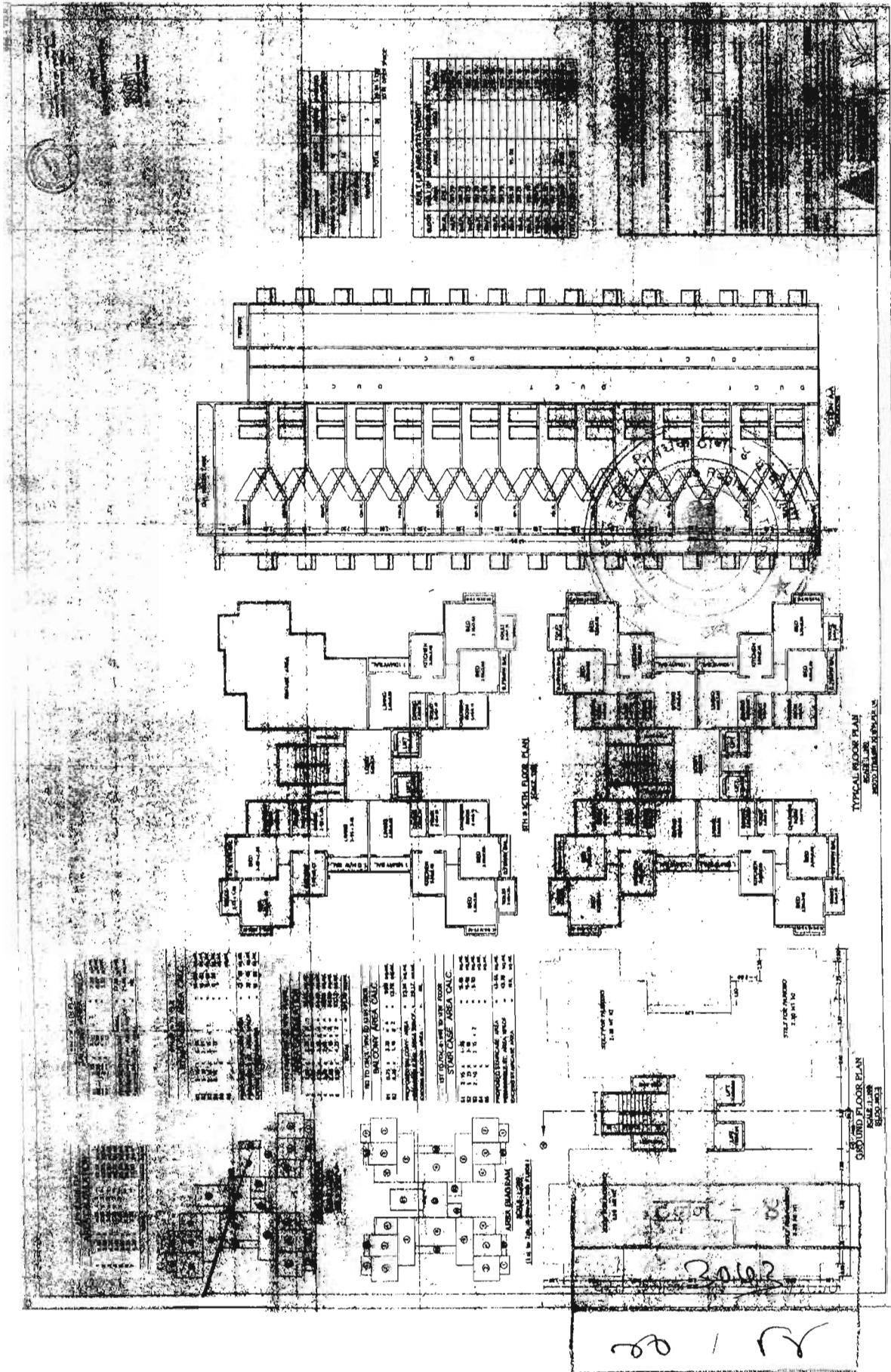
प्रत :-

- १) मा.आयुक्त, मिरा-भाईदर महानगरपालिका यांना माहितीसाठी व पुढील कार्यवाहीसाठी.
- २) श्रीमती सुर्यकांताबेन मनुभाई पटेल व इतर (जमिनधारक) द्वारा श्री. रामप्रसाद ए. अग्रवाल (अधिकारपत्रधारक) पत्ता : फाताय ओव्ह जवळ, भाईदर
- ३) निवड नस्ती.

31/4-18  
3063/2010  
35/18



# ANNEXURE "C"



NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

20102

TYPICAL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

GROUND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



# ANNEXURE "D"



*P. Hari*

B.Com., (HONS), L.L.B., PGD., HRD., BM., IMP-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 6747  
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, 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 **Did 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

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one Shri Ratanraj N Bhandari and Shri Dilkhshuraj M Jain, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 11th March 1994.

5) In pursuance to the execution of the said agreement dated 11th March 1994, the said M/s. Yamuna Developers, has also made and executed a General Power of Attorney, vide a separate writing, in favour of the said Shri Ratanraj N Bhandari and Shri Dilkhshuraj M Jain, 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 Shri Ratanraj N Bhandari and Shri Dilkhshuraj M Jain may in their sole discretion deem fit and proper.

6) By and vide an agreement dated 18th December 2006, said the said Shri Dilkhshuraj M Jain, has, in turn, agreed to sell, transfer, assign and convey his 50% undivided share in the said Land, in favour of one Shri Ravi Ratanraj Bhandari, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 18th December 2006.

7) In pursuance to the execution of the said agreement dated 18th December 2006, the said Shri Dilkhshuraj M Jain, has also made and executed a substituted General Power of Attorney, vide a separate writing, in favour of the said Shri Ravi Ratanraj Bhandari, vide a separate writing, 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 his 50% undivided share in the said Land, in favour of any third party or parties, as the said Shri Ravi Ratanraj Bhandari may in his sole discretion deem fit and proper.

8) For the facts and circumstances mentioned hereinabove, the said Shri Ratanraj N Bhandari and the said Shri Ravi Ratanraj Bhandari become entitled to 50% undivided share each in the said Land.

9) Accordingly, by and vide an Agreement For Sale dated 28th June 2007, made and executed by said Pranlal & others, as Vendors of the First Part and the said M/s. Yamuna Developers, as the First Mentioned Confirming Party of the Second Part and the Shri Ratanraj N Bhandari, as

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*P. Hari*

B.Com.,(HONS),L.L.B.,PGD.,HRD.,BM.,MPLEX  
ADVOCATE, HIGH COURT

**LEGAL POINT**

FLAT NO. G-2, KOMAL TOWER,  
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BHAYANDAR (W) - 401 101.  
TEL.: (O) 2814 3472  
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- 3 -

the Second Mentioned Confirming Party of the Third Part and the said Shri Dilkhushraj M Jain , as Third Mentioned Confirming Party of the Fourth Part and the said Shri Ravi Ratanraj Bhandari , as the Fourth Mentioned Confirming Party of the Fifth Part and the said Shri Ratanraj N Bhandari and one Shri Ramprasad S Agarwal as the Purchasers of the Sixth Part, the said Pranlal and others with the due consent and concurrence of the said M/s. Yamuna Developers , Shri Dilkhushraj M Jain and the Shri Ravi Ratanraj Bhandari have agreed to sell, transfer, assign and convey the Said Land in favour of the said Shri Ratanraj N Bhandari and Shri Ramprasad S Agarwal and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 28th June 2007.



10) Upon the payment of entire amount of consideration, by and vide an duly registered Deed of Conveyance dated 28th April 2008, made and executed by said Pranlal & others, as Vendors of the First Part and the said M/s. Yamuna Developers , as the First Mentioned Confirming Party of the Second Part and the Shri Ratanraj N Bhandari , as the Second Mentioned Confirming Party of the Third Part and the said Shri Dilkhushraj M Jain , as Third Mentioned Confirming Party of the Fourth Part and the said Shri Ravi Ratanraj Bhandari , as the Fourth Mentioned Confirming Party of the Fifth Part and the abovesaid (1) Shri Ramprasad S Agarwal (2) Smt. Sudha R Agarwal (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal as the Purchasers of the Sixth Part, the said Pranlal and others with the due consent and concurrence of the said M/s. Yamuna Developers , Shri Ratanraj N Bhandari, Shri Dilkhushraj M Jain and the Shri Ravi Ratanraj Bhandari have agreed to sell, transfer, assign and convey the said Land, in favour of the abovesaid (1) Shri Ramprasad S Agarwal (2) Smt. Sudha R Agarwal (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 28th April 2008.

11) For the facts and circumstances mentioned hereinabove, the said (1) Shri Ramprasad S Agarwal (2) Smt. Sudha R Agarwal (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal become entitled to the said Land.

12) Upon the perusal of the aforesaid writings, in my opinion, the title of the abovesaid (1) Shri Ramprasad S

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दस्ता क्रमांक 2063 / 2008
<i>[Handwritten Signature]</i>



Agarwal (2) Smt. Sudha R Agarwal. (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal in respect of the Said Land is clear and marketable and free from any encumbrances of whatsoever nature.

(P.Hark)  
Advocate, High Court, Mumbai

Bhayandar,  
15th May, 2008.



टनल - ४
दस्त क्रमांक ३०७३
२५ / ७४

# 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 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 (1) SHRI PRANLAL GIRDHARILAL SANGHRAJKA (2) SHRI JAYESH HIMATLAL MEHTA (3) MS. MAYURI HIMATLAL MEHTA, (4) MS. LATA HIMATLAL MEHTA (5) SHRI JASVANTLAL PRANLAL SANGHRAJKA & (6) SHRI PRAVINCHANDRA PRANLAL SANGHRAJKA, hereinafter referred to as "Shri 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 lands or grounds bearing Old Survey No. 575, New No. 268, Hissa No. 3, admeasuring 6,260 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 Deed of Conveyance dated 22nd July 1993, said Shri Pranlal & Others have sold, transferred, assigned and conveyed the Said Land in favour of one (1) SHRI BALVANTRAI PURUSHOTHAM MEHTA (2) SHRI MADHUKANT BALVANTRAI MEHTA (3) SHRI MANHARLAL BALVANTRAI MEHTA (4) SHRI VINODKUMAR BALVANTRAI MEHTA (5) SHRI CHIMANKUMAR BALVANTRAI MEHTA (6) SHRI JITENDRA BLAVANTRAI MEHTA (7) SMT. BHANUMATI BALVANTRAI MEHTA (8) SHRI HARESH PRANLAL SANGHRAJKA (9) SHRIBALVAT PRANLAL SANGHRAJKA (10) SHRI HITESH PRANLAL SANGHRAJKA (11) SHRI JAYESH JASWANTRAI SANGHRAJKA (12) SHRI BHADRESH JASWANTRAI SANGHRAJKA (13) SHRI DINESH JASWANTRAI SANGHRAJKA & (14) SHRI KALPESH PRAVINCHANDRA SANGHRAJKA, hereinafter hereinafter referred to as "The Balwantrai & Others" have sold, transferred, assigned and conveyed the Said Land in favour of the said Balwantrai & Others, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 22nd July 1993.

3) However, the 7/12 extracts of the Said Land continued to remain in the joint names of the said Shri Pranlal & Others.

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4) By and vide an agreement dated 11th March 1994, the said Shri Balvantrai & Others have, in turn, agreed to sell, transfer, assign and convey the Said Land, in favour of one Shri Ratanraj N Bhandari and Shri Dikhushraj M Jain, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 11th March 1994.

5) In pursuance to the execution of the said agreement dated 11th March 1994, the said Shri Balvantrai & Others, have also made and executed a General Power of Attorney, vide a separate writing, in favour of the said Shri Ratanraj N Bhandari and the said Shri Dikhushraj M Jain, 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 Shri Ratanraj N Bhandari and the said Shri Dikhushraj M Jain may in their sole discretion deem fit and proper.


6) For the facts and circumstances mentioned hereinabove, the Shri Ratanraj N Bhandari and the said Shri Dikhushraj M Jain become jointly entitled to 50% undivided share each in the Said Land.

7) By and vide an agreement dated 18th January 2006, said Shri Dikhushraj M Jain has, in turn, agreed to sell, transfer, assign and convey his 50% undivided share in the Said Land, in favour of one Shri Ravi Ratanraj Bhandari, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 18th January 2006.

8) In pursuance to the execution of the said agreement dated 18th January 2006, the said Shri Dikhushraj M Jain, has also made and executed a substituted General Power of Attorney, vide a separate writing, in favour of the said Shri Ravi Ratanraj Bhandari, vide a separate writing, 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 50% undivided share of the said Shri Dikhushraj M Jain in the Said Land in favour of any third party or parties, as the said Shri Ravi Ratanraj Bhandari may in his sole discretion deem fit and proper.

9) For the facts and circumstances mentioned hereinabove, Shri Ratanraj N Bhandari and the said Shri Ravi Ratanraj Bhandari become entitled to 50% undivided share in the Said Land.



टपज - ४
दस्तावेज क्रमांक 3063 / 2006




*P. Hari*

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

**LEGAL POINT**

FLAT NO. G-2, KOMAL TOWER,  
PATEL NAGAR, STATION ROAD  
BHAYANDAR (W) - 401 101.  
TEL. : (O) 2814 3472  
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- 3 -

10) By and vide an agreement dated 9th April 2006, the said Shri Ravi Ratanraj Bhandari, has in turn agreed to sell, transfer, assign and convey his 50% undivided share in the said Land in favour of the abovesaid Shri Ramprasad S Agarwal, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 9th April 2006.

11) In pursuance to the execution of the said agreement dated 9th April 2006, the said Shri Ravi Ratanraj Bhandari has also made and executed a substituted General Power of Attorney, vide a separate writing, in favour of the abovesaid Shri Ramprasad S Agarwal, vide a separate writing, 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 his 50% undivided share in the said Land, in favour of any third party or parties, as the abovesaid Shri Ramprasad S Agarwal, may in his sole discretion deem fit and proper.

12) However, on account of various reasons, the transactions, as contemplated by aforesaid writings, remained incomplete, and as a result thereof, the names of the said Shri Pranalal & Others continued to remain in the 7/12 extract of the said Entire Land.

13) Upon the payment of the entire consideration, by and vide a duly registered Deed of Conveyance dated 25th December 2006, (under Sr. No.4698/07) made and executed by the said Shri Prahalal & Others, as Vendors of the First Part and the said Shri Balvantrai & Others, as the First Mentioned Confirming Party of the Second Part and the said Shri Ratanraj N Bhandari and said Shri Dilkhushraj M Jain, as the Second Mentioned Confirming Party of the Third Part and the said Shri Ravi Ratanraj Bhandari, as the Third Mentioned Confirming Party, as the Third Mentioned Confirming Party, of the Fourth Part, the said Shri Ratanraj N Bhandari and the abovesaid Shri Ramprasad S Agarwal as the Purchasers of the Fifth Part, the said Shri Pranalal & Others, with the due consent and concurrence of the said Shri Balvantrai & Others and said Shri Ratanraj N Bhandari and the said Shri Dilkhushraj M Jain and the Shri Ravi Ratanraj Bhandari have sold, transferred, assigned and conveyed the said Land in favour of the said Shri Ratanraj N Bhandari and the said Shri Ramprasad S Agarwal, at and on the terms and conditions and for considerations, which are more

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particularly described in the said Deed of Conveyance dated 25th December 2006.

14) Accordingly, the Said Land is mutated in the joint names of the.

15) For the facts and circumstances mentioned hereinabove, said Shri Ratanraj N Bhadari and the said Shri Ramprasad S Agarwal become entitled to 50% undivided share in the Said Land.

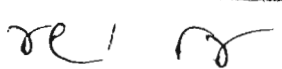
16) By and vide a duly Deed of Conveyance dated 24th April 2008 made and executed by the said Shri Ratanraj N Bhadari, as the Vendor of the First Part, and the abovesaid Shri Ramprasad S Agarwal, as the Confirming Party of the Second Part and abovesaid (1) Smt. Sudha R Agarwal (2) Shri Anand R Agarwal & (3) Smt. Radhika A Agarwal as the Purchasers of the Third Part, the said Shri Ratanraj N Bhadari with the due consent of the said Shri Ramprasad S Agarwal has sold, transferred, assigned and conveyed his 50% undivided share in the Said Land, in favour of abovesaid (1) Smt. Sudha R Agarwal (2) Shri Anand R Agarwal & (3) Smt. Radhika A Agarwal, at and on the terms and conditions and for consideration which are more particularly described in the said Deed of Conveyance dated 24th April 2008.

17) For the facts and circumstances mentioned hereinabove, the said Shri Ramprasad S Agarwal become entitled to 50% undivided shares in the Said Land and the said (1) Smt. Sudha R Agarwal (2) Shri Anand R Agarwal & (3) Smt. Radhika A Agarwal become entitled to balance 50% share in the Said Land.

18) Upon the perusal of the aforesaid writings, in my opinion, the title of the abovesaid (1) Shri Ramprasad S Agarwal, (2) Smt. Sudha R Agarwal (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal in respect of the Said Land is clear and marketable and free from any encumbrances of whatsoever nature.

  
(P. Hari)  
Advocate/ High Court, Mumbai

Bhayandar,  
15th May, 2008.

टमल - ४
दस्त क्रमांक ३०७३/२०१०


# ANNEXURE "D"



*P. Hari*  
B.Com.,(HONS),L.L.B.,PGD.,HRD.,BM.,IMP-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) 3085 6747  
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 all 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

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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 Sudhir & Others may in their sole discretion may deem fit and proper.

4) The said Shri Manubhai Motibai Patel and accordingly, the names of abovesaid (1) SMT. SURYAKANTA MANUBHAI PATEL, (2) SHRI YOGESH PATEL, (3) SMT. ALKABEN ASHOKBHAI PATIL, (4) SHRI SUNIL MANUBHAI PATEL & (5) SMT. MANISHA CHANDRESH PATEL hereinafter referred to as "The Suryakanta & Others", came to be entered in the 7/12 extract of the Said Property.

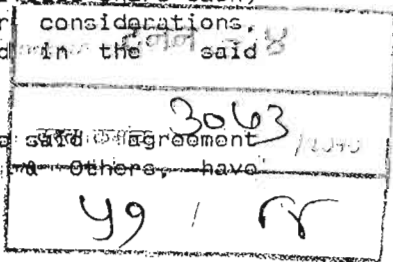


5) By and vide an agreement dated 31st March 1994, the said Sudhir & Others have in turn agreed to sell, transfer, assign and convey the Said Land, in favour of one (1) SHRI SOHANLAL MOTILAL JAIN, (2) SHRI GAUTAMCHAND BANSILAL JAIN & (3) SHRI TARACHAND HASTIMAL JAIN, hereinafter referred to as "The Sohanlal & Others", at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 31st March 1994.

6) In pursuance to the execution of the said agreement dated 31st March 1994, the said Sudhir & Others, have also made and executed a substituted General Power of Attorney vide a separate writing, in favour of the said Sohan & Others vide a separate writing, 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 Sohan & Others, may in their sole discretion may deem fit and proper.

7) By and vide an agreement dated 2nd August 1995, the said Sohan & Others have, in turn, agreed to sell, transfer, assign and convey the Said Land, in favour of one (1) SHRI, BABULAL MURLIDHAR SONI, (2) SHRI DILKUSHRAJ MANIKCHAND JAIN, (3) SHRI RAVINDRA A MEHTA & (4) SMT. MANJI R BHANDARI, hereinafter referred to as "The Babulal & Others" (having 25% undivided share each) at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 2nd August 1995.

8) In pursuance to the execution of the said agreement dated 2nd August 1995, the said Sohan & Others, have





*P. Hari*

B.Com., (HONS), L.L.B., PGD., HRD., B.M., IMP-EX  
ADVOCATE, HIGH COURT

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CELL : 93237 99112

- 3 -

also made and executed a substituted General Power of Attorney, vide a separate writing, in favour of the said Babulal & Others, vide a separate writing, 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 Babulal & Others, may in their sole discretion may deem fit and proper.

9) By and vide an agreement dated 30th December 2006, said Shri Babulal M Soni and Shri Dilkhushraj Manikchand Jain, have in turn agreed to sell, transfer, assign and convey their 50% undivided share in the said Land, in favour of the said Smt. Manju Ratanraj Bhandari, at and on the terms and conditions and for considerations, which are more particularly described in the said agreement dated 30/12/06,

10) In pursuance to the execution of the said agreement dated 30/12/06, said Shri Babulal Murlidhar Soni & Shri Dilkhushraj Manikchand Jain, have also made and executed a substituted General Power of Attorney, vide a separate writing, in favour of the said Smt. Manju Ratanraj Bhandari, vide a separate writing, 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 undivided 50% share of the said Shri Babulal M Soni and Shri Dilkhushraj M Jain, in the said Land or any part or portion thereof, in favour of any third party or parties, as the said Smt. Manju R Bhandari, may in her sole discretion may deem fit and proper.

11) For the facts and circumstances mentioned hereinabove, the said Smt. Manju R Bhandari become entitled to 75% undivided share in the said Land and the said Shri Ravindra A Mehta, become entitled to remaining 25% undivided share in the said Entire Land.

12) The said Smt. Manju Ratanraj Bhandari, has in turn, agreed to sell, transfer, assign and convey her 50% undivided share, out of her total 75% share in the said Land, in favour of one Shri Ratanraj N Bhandari, for a lumpsum consideration of Rs.15,00,000/- (Rupees Fifteen Lakhs Only).

13) Likewise, the said Smt. Manju Ratanraj Bhandari, has in turn agreed to sell, transfer, assign and

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convey her remaining 25% undivided share, out of her total 75% share, in the Said Property and the said Shri Ravindra A Mehta have jointly agreed to sell their 50% share ( i.e. 25% share each) in the Said Property, in favour of one Shri Ratanraj N Bhandari and also abovesaid for a lumpsum consideration of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) .

14) By and vide a duly registered Deed of Conveyance dated 30th December 2006, (under Sr. No.2719/07, dated 25/1/07) made and executed by the Suryakanta & Others as Vendors of the First Part and the said Sudhir & Others as First Mentioned Confirming Party of the Second Part and the said Shri Sohan & Others as the Second Mentioned Confirming Party of the Third Part, and Shri Babulal & Others as the Third Mentioned Confirming Party, as the Third Mentioned Confirming Party, of the Fourth Part, the said Shri Ratanraj N Bhandari and Shri Ramprasad S Agarwal, as the Purchasers of the Fifth Part, the said Suryakanta & Others, with the due consent and concurrence of the said Shri Sudhir & Others and said Shri Sohan & Others and the Shri Babulal & Others, have sold, transferred, assigned and conveyed the Said Land in favour of the said Shri Ratanra N Bhandari and the Shri Ramprasad S Agarwal, at and on the terms and conditions and for considerations, which are more particularly described in the said Deed of Conveyance dated 30th December 2006.

15) Accordingly, the Said Land is mutated in the joint names of the Shri Ratanra N Bhandari and the Shri Ramprasad S Agarwal

16) By and vide a duly Deed of Conveyance 24th April 2008 made and executed by the said Shri Ratanraj N Bhandari, as the Vendor of the First Part and the abovesaid Shri Ramprasad S Agarwal, as the Confirming Party of the Second Part, and abovesaid (1) Smt. Sudha R Agarwal (2) Shri Anand R Agarwal & (3) Smt. Radhika A Agarwal as the Purchasers of the Third Part, teh said Shri Ratanraj N Bhandari with the due consent of the said Shri Ramprasad S Agarwal has sold, transferred, assigned and conveyed his 50% undivided share in the Said Land, in favour of abovesaid (1) Smt. Sudha R Agarwal (2) Shri Anand R Agarwal & (3) Smt. Radhika A Agarwal, at and on the terms and conditions and for consideration which are more particularly described in the said Deed of Conveyance dated 24th April 2008.

17) For the Facts and circumstances mentioned hereinabove, the said Shri Ramprasad S Agarwal become



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दस्तावेज क्रमांक 3063/2010
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*P. Hari*

B.Com., [HONS], I.L.B., PGD., HRD., B.M., IMP-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 6747  
CELL : 93237 99112

- 5 -

entitled to 50% undivided shares in the Said Land and the said (1) Smt. Sudha R Agarwal (2) Shri Anand R Agarwal & (3) Smt. Radhika A Agarwal become entitled to balance 50% share in the Said Land.

19) Upon the perusal of the aforesaid writings, in my opinion, the title of the abovesaid (1) Shri Ramprasad S Agarwal (2) Smt. Sudha R Agarwal (3) Shri Anand R Agarwal & (4) Smt. Radhika A Agarwal in respect of the Said Land is clear and marketable and free from any encumbrances of whatsoever nature.

  
(P. Hari)  
Advocate, High Court, Mumbai

Bhayandar,  
15th May, 2008.



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दस्तावेज क्रमांक 3063 / 2090
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## ANNEXURE "E"

### गांव नमुना सात (अधिकार अभिलेख पत्रक)

(महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम ३,५,६ आणि ७)

गांव - **भांडीर**

तालुका - ठाणे

न.स. (५०४)

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवट्याचे नांव (५१२) (२६२) (५५२) (५६१) (५१५) २०२२		
न.स. २०६	८६		रामप्रसाद एस. अम्बवात एन.अर.ए. एन.अम्बवात २३०९		
शेतोचे स्थानिक नांव					
लागवडी योग्य क्षेत्र	हे.	आर.	प्रति		
एकुण	०	०९	४		
	०	०९	४		
नो.स. (लागवडी योग्य नसलेले)					
वर्ग (अ)	०	००	२		
वर्ग (ब)					
एकुण	०	००	२		
आकारणी					
जुडी किंवा विशेष आकारणी	०	२६		(५२१०) (२६२६)	

कुळाचे नाव  
खाते क्र.



सिमा आणि भूमापन चिन्हे

### गांव नमुना बारा (पिकांची नोंद वही)

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहा (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशिल									सागवडीसाठी उपलब्ध नसलेली जमीन		जलसिंचनाचे साधन	जमीन करणाराचे नांव	शेरा
		मिश्र पिकाखालील क्षेत्र			निर्भेद्य पिकाखालील क्षेत्र						स्वरूप	क्षेत्र			
		मिश्र पिकाचे क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र			पिकाचे नाव	जल सिंचित	अजल सिंचित					
३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६		
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.			
											०-०९-४				

२००  
२००८

असल वरदुकुम खरो नक्कल दिली आहे.

तारीख १३/१२/२००८

दस्त  
३०६३  
दस्त क्रमांक ३०६३  
ता. ठाणे

## ANNEXURE "E"


**गांव नमुना सात (अधिकार अभिलेख पत्रक)**

(महाराष्ट्र जमीन अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम ३,५,६ आणि ७)

गांव - माईदर

तासुका - ठाणे

जु. स. ( ५०५ )

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	(५२)	भोगवट्यादाराचे नांव	(९६२)	 <p>पुस्तक क्र. १८६</p> <p>पृष्ठ क्र. १८६</p> <p>दफ्तर अधिकार - तुकडा</p> <p>(९३२) (११०) (११२)</p> <p>७</p> <p>(१२६)</p>
न. स. २६८	२			रामप्रसाद एस. भूमवत		
शेतोचे स्थानिक नांव				रुक्मिणी ल. भंडारी		
लागवडी योग्य क्षेत्र	हे.	आर.	प्रति			
	खिलशेती	०.५२	२			
	एकूण	०.५२	२			
पो.व. (लागवडी योग्य नसलेले)						
वर्ग (अ)		०.०२	४			
वर्ग (ब)		०.०२	४			
	एकूण					
आकारणी		२.५०				
जुडी किंवा विशेष आकारणी						

**गांव नमुना बारा (पिकांची नोंद वही)**

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम २९)

वर्ष	हंगाम	पिकाखालील क्षेत्राचा तपशिल									सागवडीसाठी उपलब्ध नसलेली जमीन		जमिनी कारणाचे नांव	शेरा	
		मिश्र पिकाखालील क्षेत्र			निर्मळ पिकाखालील क्षेत्र						स्वरूप	क्षेत्र			
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके व प्रत्येका खालील क्षेत्र			पिकाचे नाव	जल सिंचित	अजल सिंचित					
३	४	५	६	७	८	९	१०	११	१२	१३	१४				
			हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.		४९५	९६

२०००  
२००८

मास ०-५२-२

दस्तावेज क्रमांक ३०७३/२०१०

५६ ४

असल बरहुकुम बरी नक्कल दिली आहे.

तारीख १३/१२/२००७

तहसील अधिकारी ठाणे

## ANNEXURE "F"

### मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ २०१.



जा. क्र. मि.भा./मनपा/नर/---३९१---/०८-०९-०९  
प्रति,

दिनांक :

जमीन/जागामालक - श्री. प्राणलाल गिरधरलाल संघनायका व इतर ५,  
श्रीम. सूर्यकांताबेन मनुभाई पटेल व इतर ४,

अधिकार पत्रधारक - श्री. रामप्रसाद एस. अग्रवाल व श्री. रवि रतनराज भंडारी व श्री. रत्नलाल भंडारी  
द्वारा- वास्तुविशारद - मेसर्स अनिष अॅन्ड असो.



विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - भाईंदर  
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.

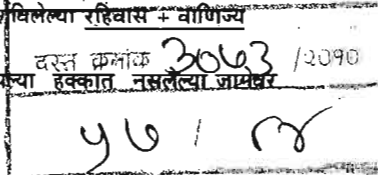
संदर्भ :- १) आपला दि.२९/०९/२००८ चा अर्ज.

- २) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.  
यु.एल.सी./टी.ए/टे.नं.६/भाईंदर/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 व  
यु.एल.सी./टिए/टे.नं.६/भाईंदर/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/भाईंदर/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.२१/०९/२००७.
- 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 प्राथमिक 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 भाईंदर महानगरपालिका क्षेत्रातील मौजे - भाईंदर सि.स.नं./सर्वे क्र./हिस्सा क्र. नवीन वरील प्रमाणे जमीन वरील प्रमाणे या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशात नोंदवून घ्यावी व शतीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

- १) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास वाणिज्य वापरासाठीच करण्याचा आहे.
- २) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.



३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष सोलणी करून घेणेची आहे व त्याची ताणुकी निरिक्षक भ्रम अशिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयीच्या अभिलेखाचे दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

- ४) सध्या भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विक्रीत करण्यासाठी इतर/दुस-या विकासाकाम अधिकार विल्यास / विकासासाठी प्रथिकृत केल्यास दुय्यम / दुस-या विकासाकामे मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीस नमूद अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व/कालीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- ५) या जागेच्या आजुबाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सुद्धा नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनीचे वेळी साक्षात् जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा वेता 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 वृक्षविण्यत / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता स्वीकरणासाठी 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 मंजुरी घेणे क्रमप्राप्त आहे.
- ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (आर.जी.) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वस्मी 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 केल्या अखत्यारी पाहिजे.
- १२) महानगरपालिका आपणांस बांधकामासाठी व विण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहिल. तसेच सांडपाण्याची सोय व मेलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहिल.

५८१४

- १३) अर्जदाराने स.नं., हि.नं., मोजे, महानगरपालिका मंजूरी, बिल्डिंगचे नांव, आर्किटेक्टचे नांव, अकृषिक मंजूरी व इतर मंजूरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुदतबाधकपत्रे मंजूर तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून देवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- 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 बिल्डिंग 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 पूर्व 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	पार्ट तळ + ७	२५३५.८६
२	३	१	स्टिफ्ट + १४	३९३९.६८
			जास्तीचे जिन्याचे क्षेत्र दरमिती ३०७३ १२.०६.२००७	
			यापूर्वीच्या जा.क्र. मनपा/नर/२२२६/०७-०८ दि.०५/१०/०७ अन्वयेच्या परवानगीप्रमाणे इमारत प्रकार २ चे क्षेत्र	
एकूण				१००३२.८९ चौ.मी.

१८) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठि काणी ठे वता येणार नाही. याबाबतचे इतर कायदे व इतर कायदे महानगरपालिकेकडून आपणाविष्यद दंडात्मक कार्यवाही करण्यात येईल. \*

१९) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्र. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.

२०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रमाणपत्र करण्याची कार्यवाही खालील बाबतीत करण्यात येईल. महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविष्यद विहित कार्यवाही करण्यात येईल.

- १) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
- २) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी वा शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
- ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
- ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

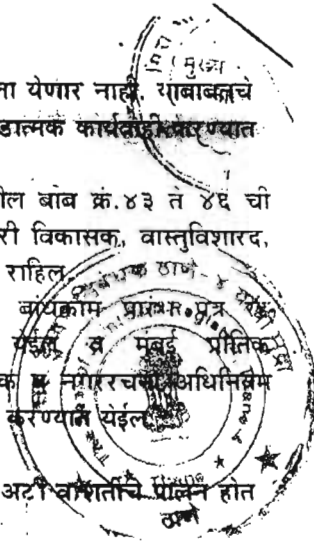
२१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२२) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रंदीकरणाने बाधीत होणारे क्षेत्र १९९९.३० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरूपी खुले, मोकळे, अतिक्रमणविहीत ठे वण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.

२३) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सावर करणे बंधनकारक आहे.

२४) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत वस्तु घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.

२५) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.



इमारतीचे अग्निशमन सावर करणे बंधनकारक दस्त क्रमांक 3053/2020



- २६) पुनर्विकसित / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. यंत्राबाबतची सर्व कायदेशीर पूर्तता ( विकासकाने रहिवाशांसोबत करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहिल.
- २७) या मंजूरीची मुदत दि.११.११.१८ पासून दि.११.११.१८ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.
- २८) यापुर्वीचे पत्र क्र. मिभा/मनपा/नर/२२२६/२००७-०८, दि.०५/१०/२००७ अन्वये देण्यात आलेली मंजूरी (इमारत क्र. ३ च्या मर्यादित) रद्द करण्यात येत आहे.
- २९) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अजंदा, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- ३०) जागेवर रेन वॉटर हार्व्हेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला-सादर करणे आपणावर बंधनकारक राहिल.
- ३१) सदर जागेच्या मालकीबाबत व न्यायालयात दावा प्रलंबीत नसल्याबाबत आपण प्रतिज्ञापत्र दि.०९/०२/२००७ रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.
- ३२) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापूर्वी सौर उर्जा वरिल याणी गरम करण्याची व्यवस्था (सोलार वॉटर हार्टिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- ३३) भोगवटा दाखल्यापूर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ३४) भोगवटा दाखल्यापूर्वी अग्निशमन विभागाकडील तात्पुरत्या नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करून अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ३५) जोत्याच्या दाखल्यापूर्वी विकास योजना रस्त्याने बाधीत क्षेत्राचा नोंदणीकृत करारनाम्यासह मिरा भाईंदर महानगरपालिकेच्या नावेचा निविवाद-७/१२ उतारा सादर करणे बंधनकारक राहिल.
- ३६) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.

मनपा/नर/३९७ / ०६ / ०९

दि.०५/११/१८

- सावधान -

“मंजूर बांधकाम नकाशे व पारंभ पत्रांत नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास व नियमावलीनुसार आवश्यक असलेल्या परवानग्या न घेता बांधकाम करणे वा वापर करणे बेकायदेशीर असून सदर बांधकाम अनधिकृत ठरते व अनधिकृत बांधकामाबाबत महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार दखलपत्र गुन्हा ठरून संबंधित व्यक्ती शिक्षेस पात्र ठरतात.”

क्र. - ४
आयुक्त 3063/2010
मिरा भाईंदर महानगरपालिका
६९ / १४



## ANNEXURE "F"

### मिरा भाईदर महानगरपालिका

मुख्य कार्यालय, भाईदर (प.)  
छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १५१.

जा. क्र. मि.भा./मनपा/नर/ २२२६ / ०७-०८

प्रति,

जमीन/जागामालक - श्री. प्राणलाल गिरधरलाल संघनायका व इतर  
श्रीम. सूर्यकांताबेन मनुभाई पटेल व इतर

अधिकार पत्रधारक - श्री. रामप्रसाद एस. अग्रवाल व श्री. रवि रतनराज भंडारी व श्री. सुरेशराज भंडारी  
द्वारा- वास्तुविशारद - मेसर्स अनिष अँड असो.

विषय :- मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - भाईदर

सर्वे क्र./ हिस्सा क्र. नविन २६७/२/६, २७६/८ब, २६८/२  
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 नाहरकत 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 (प्रकरण २ सह)  
विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले  
नुसार मिरा भाईदर महानगरपालिका क्षेत्रातील मौजे - भाईदर सि.मु.न/सर्वे क्र./हिस्सा  
क्र. नवीन वरील प्रमाणे जुना वरील प्रमाणे या जागेत बांधकाम, इमारतीचे बांधकाम  
नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून  
ही मंजूरी देण्यात येत आहे.

१) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शवलेल्या राहवास + वाणिज्य  
वापरासाठीच करण्याचा आहे.

२) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर  
कोणतेही बांधकाम करता येणार नाही.

३) मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेचो आहे व त्यांची तालुका निरिक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाचा प्रत्यक्ष कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूर घेणे आवश्यक आहे.

- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यस / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत/नमूद अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहिल.
- ५) या जागेच्या आजुबाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याच रस्ते रस्ता नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी संसगत करणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्त संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहिल. रस्त्याबाबत व वापराबाबत आपली / धारकाची 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 कायदयान्वये 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 रंदीकरणासाठी 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 रस्त, ड्रेनेज, गटारे व खुली जागा (अर्जदारांने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वतःची खुली ठेवणे बंधनकारक राहिल.
- १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त झालेले असावे.
- ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेट सह 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.



१८) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठे काणी ठे वता येणार नाही. याबाबतचे मुख्य उल्लेखन झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.

१९) इमारतीचा बांधकामाबाबत व पूर्णत्वाबाबत नियमावलीतील बाब क्र. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपुर्ण जबाबदारी विकसक वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.

२०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याचा कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.

१) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

२) मंजूर बांधकाम नकाशा व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचा पालन हात नसल्याचे निदर्शनास आल्यास.

३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.

४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

२१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२२) मंजूर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र १९९९.३० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजूरी देण्यात आला असल्याने सदरचे क्षेत्र कायमस्वरूपी खुले, मोकळे, अतिक्रमणाविरहीत ठे वण्याची जबाबदारी विकासकाची राहिल. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व कदाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.

२३) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशामन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.

२४) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.

२५) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमाप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.

मत्रपा/नर/२२२६/००००

- २६) पुर्नविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पूर्तता ( विकासकाने रहिवाशांसोबत करणवयाच्या करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहिले.
- २७) या मंजूरीची मुदत दि.५/१०/०० पासून दि.३१/०१/०८ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.
- २८) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- २९) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व न्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३०) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हीटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- ३१) भोगवटा दाखल्यापुर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ३२) भोगवटा दाखल्यापुर्वी अग्निशमन विभागाकडील तात्पुरत्या नाहरकत दाखल्यामधील अटीशर्तीची पूर्तता करुन अंतिम नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ३३) जोत्याच्या दाखल्यापुर्वी विकास योजना रस्त्याने बांधीत क्षेत्राचा नोंदणीकृत करारनाम्यासह मिरा भाईंदर महानगरपालिकेच्या नावेचा निर्विवाद ७/१२ उलारा सादर करणे बंधनकारक राहिल.
- ३४) इमारत प्रकार - १ च्या बांधकाम प्रारंभपत्राची मागणी करण्यापुर्वी यु.एल.सी. च्या आदेशाप्रमाणे सुधारीत नकाशे मंजूर करुन घेणे बंधनकारक राहिल.
- ३५) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगीच्या आदेशामधील अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.

मत्रपा/नर/२२२६/००००

दस्तावेज क्र. ३०७३ / २०१०

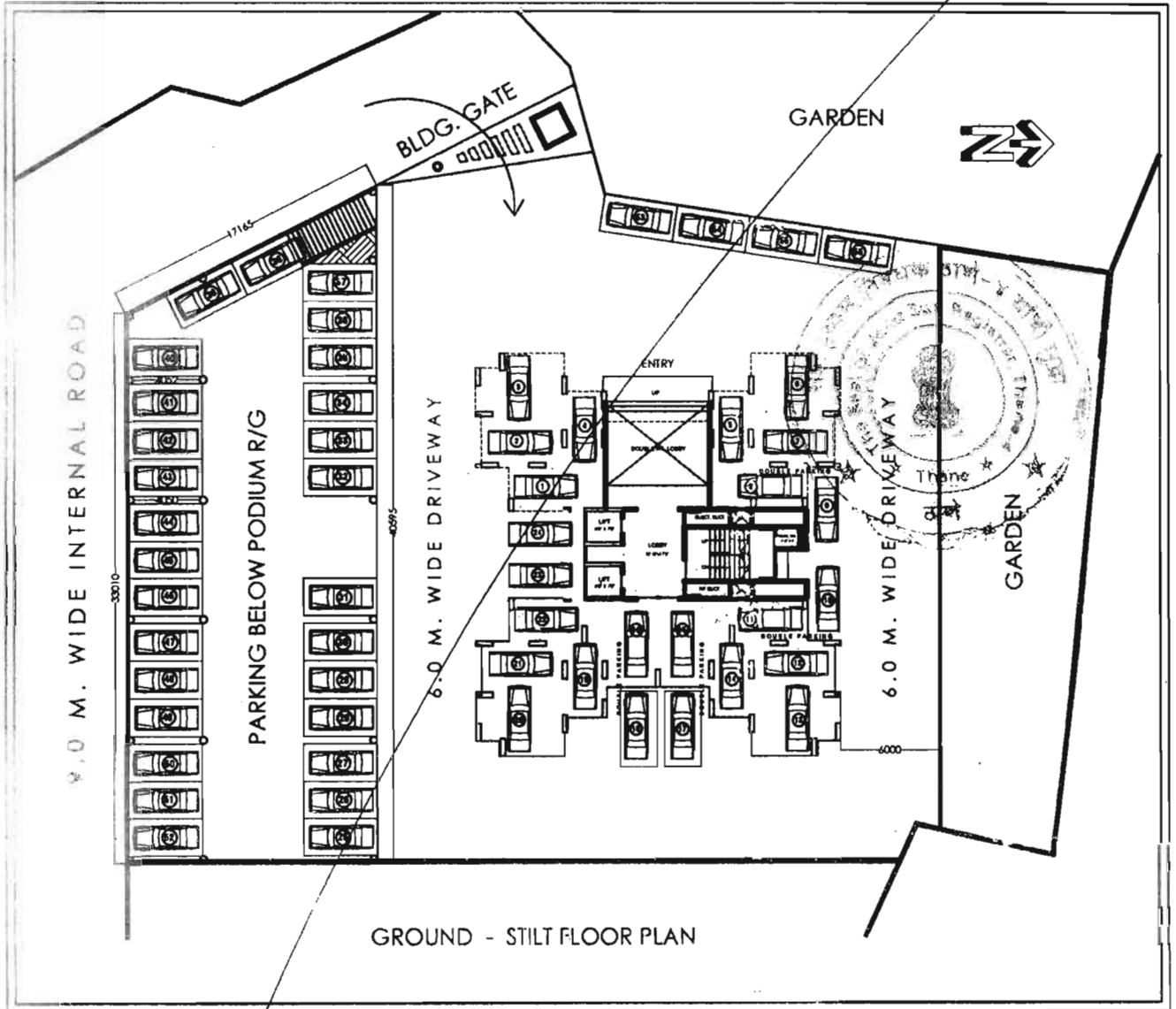
दि. ५/१०/००

६६

आयुक्त

मिरा भाईंदर महानगरपालिका

# ANNEXURE "G"



GROUND - STILT FLOOR PLAN

M/s. Harsh Real Estate Pvt. Ltd.

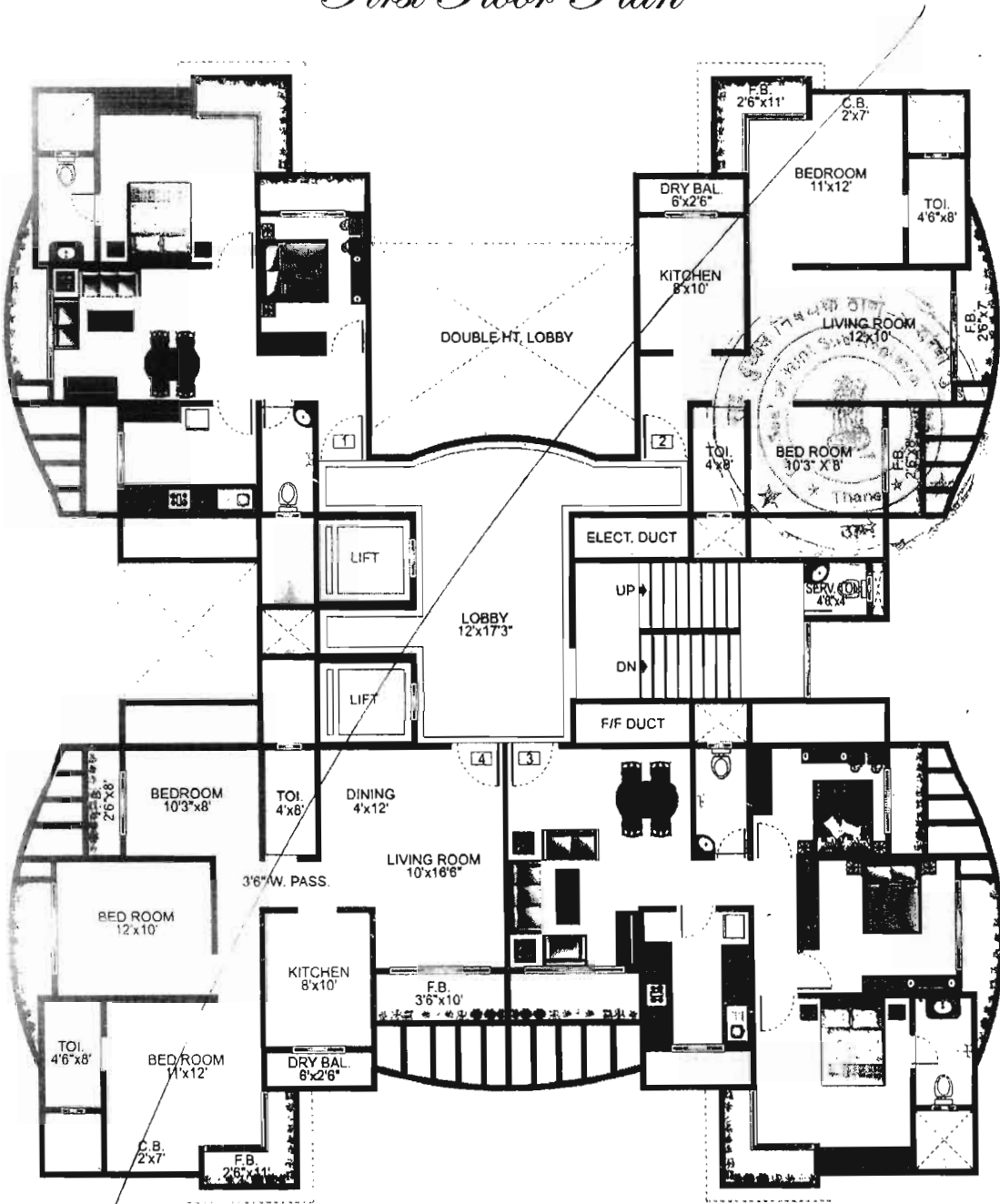
Parking No. \_\_\_\_\_

Director

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महाराष्ट्र 3063/1090
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# ANNEXURE "G"

## First Floor Plan



Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor

M/s. Harsh Real Estate Pvt. Ltd.

Director

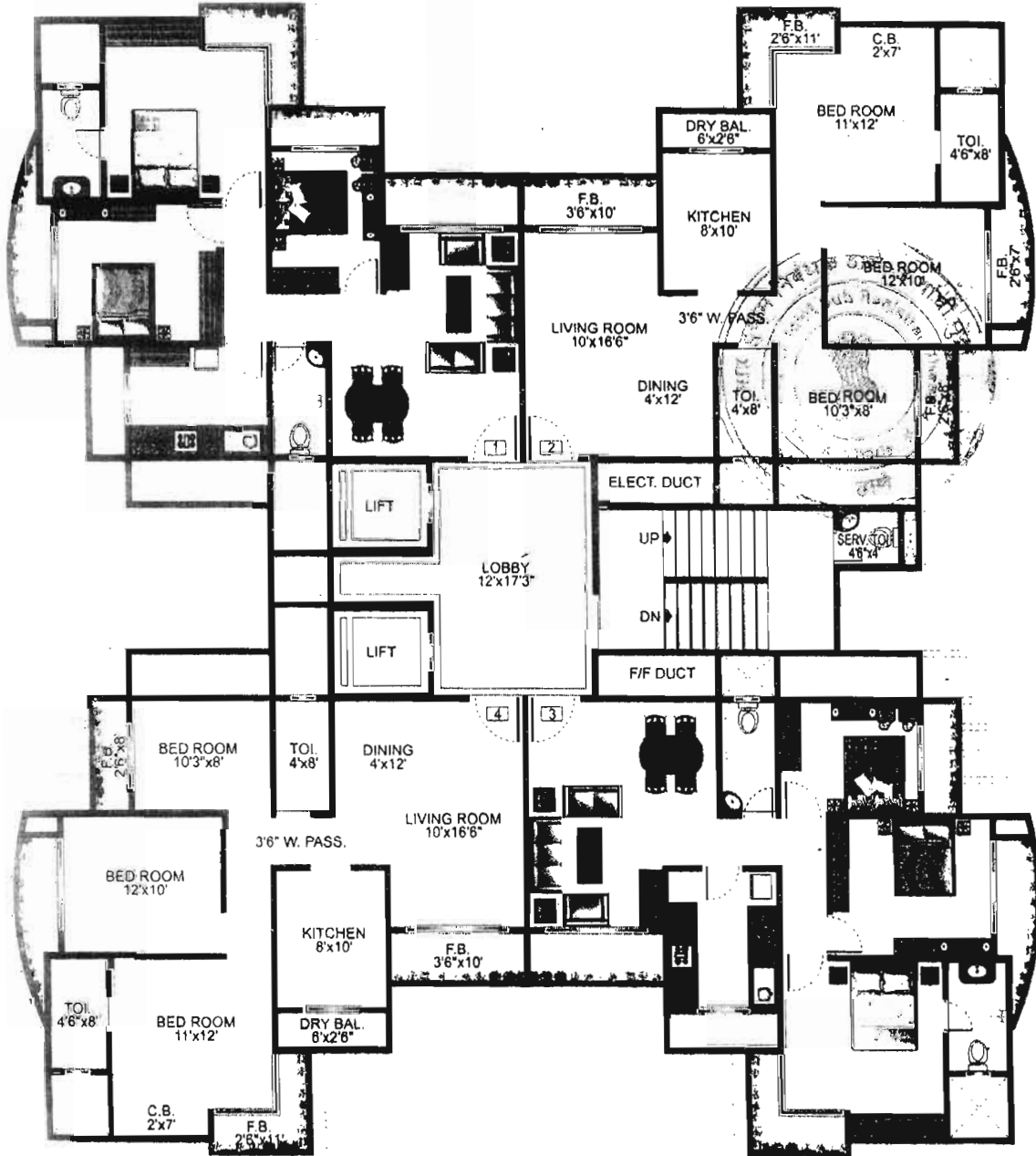
दस्तावेज - ४
करीब नम्बर 3063 / 2090
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# ANNEXURE "G"

## Typical Floor Plan

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



Flat No. 501 on 5th floor

M/s. Harsh Real Estate Pvt. Ltd.

*[Signature]*

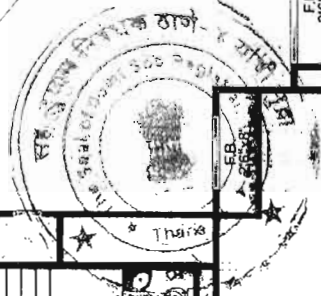
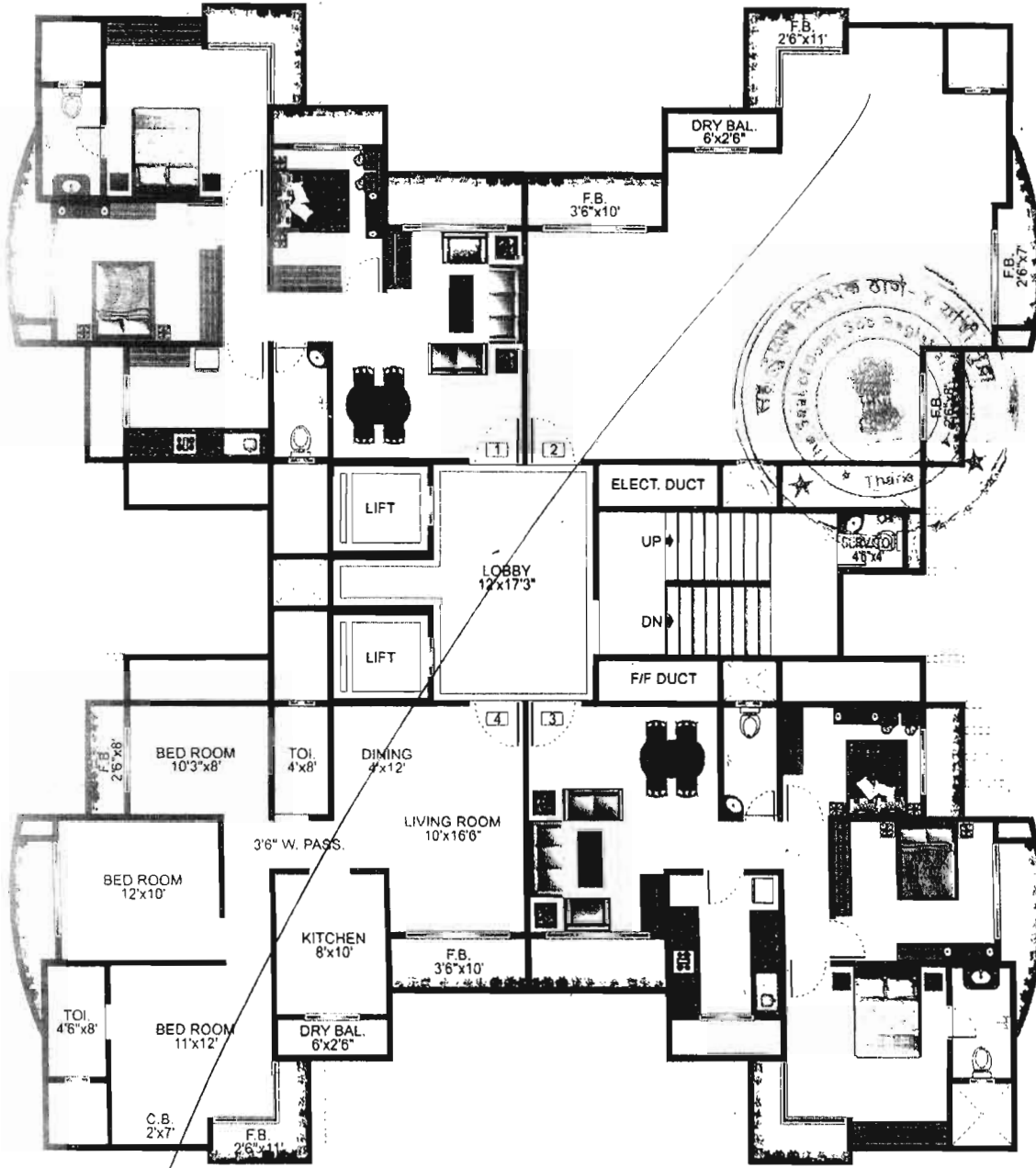
Director

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 वस्ता क्रमांक 3063/2010  
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*Semen*

# ANNEXURE "G"

(8th & 14th Floor Plans)



Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor

M/s. Harsh Real Estate Pvt. Ltd.

Director

उज्ज - ४  
दस्ता क्रमांक 3063 / 2040  
60 / 12

## ANNEXURE "H"

### POOL OF AMENITIES

- Elegant and Aesthetic elevation lush green surrounding cordoned with boundry wall.
- Decorative double height entrance lobby with gorgeous foyer and waiting lounge.
- Designer main door with superior hardware feelings.
- Vitrified tiles in entire flat.
- Granite platform with S.S. sink and designer ceramic tiles in the kitchen.
- Anodised sliding window with tinted glass.
- Granite frames in all doors and windows.
- Designer bathroom with elegant fixtures.
- Modular electrical fittings and fixtures with circuit breaker i.e ELCB,MCB.
- POP finish with plastic emulsion paint on internal wall and ceiling with cornices.
- Each bathroom is equipped with boiler and storage tank.
- Video door phone with intercom facility in each flat.
- Two high speed elevators of OTIS brand.
- Gorgeous main door with security cabin.
- Splendid children's recreation and landscape garden.
- All flats are designed as per basic Vastu.



एकत - ४
सं. ३०६३ / २०१०
६९ / १४

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Seman



Thursday, February 18, 2010

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Original

नोंदणी-७९ म.

Regn. ३९ M

## पावती

पावती क्र. : 1421

गावाचे नाव गाईदर

दिनांक 18/02/2010

दस्ताऐवजाचा अनुक्रमांक टनन7 - 01420 - 2010

दस्ता ऐवजाचा प्रकार मुखत्यारनामा

सादर करणाराचे नाव: मुरपानी प्रविण दिपक - -

नोंदणी फी	:-	100.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (6)	:-	120.00
एकूण रु.		220.00

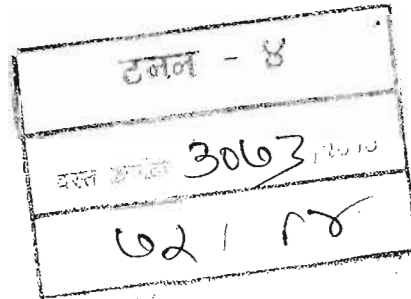
आपणास हा दस्त अंदाजे 5:55PM ह्या वेळेस मिळेल



बाजार मुल्य: 1 रु.

मोबदला: 1 रु.

भरलेले मुद्रांक शुल्क: 100 रु.





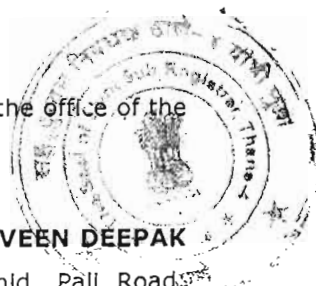
दस्तावेज  
 दस्तावेज १०२०/२०१०  
 १/६

**TO ALL WHOM THESE PRESENTS SHALL COME:**

I, **MR. HARESH PITAMBAR PAHUJA**, Directors of **M/S. HARSH REAL ESTATE PVT. LTD.**, having office at 402, 4<sup>th</sup> floor, Sunrise Apartments, Waterfiled Road Bandra (W), Mumbai - 400 050. SEND GREETING.

WHEREAS I am the Directors of **M/S. HARSH REAL ESTATE PVT. LTD** in the course of business are required to execute the agreement for sale of Flat / Shop / Office / Parking Space / Garage and deeds of confirmation regarding the Flat / Shop / Office / Parking Space / Garage and any other documents of already executed documents signed by me, in the building known as "**HARSH HEIGHTS**" **Building No.3**, being, lying on the layout of property bearing Survey/Hissa Nos : 267/2/6, 276/8B & 268/2/3, situated at 150 Feet Road, Opp. Maxus Mall, Bhayander West, limits of Mira - Bhayandar Municipal Corporation.

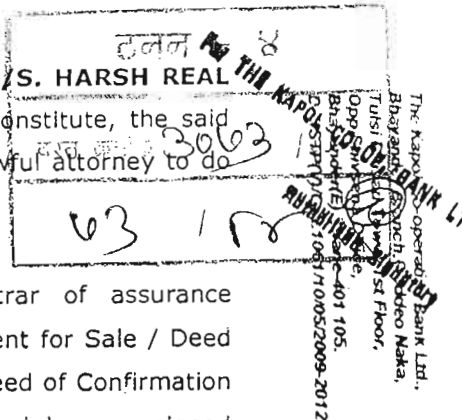
And whereas certain documents require registration at the office of the Sub- Registrar of assurance, Bhayandar / Thane / Mumbai.



And whereas I am desirous of appointing **1. SHRI PRAVEEN DEEPAK MURPANI**, adult, residing at 1001, 11<sup>th</sup> floor, White Orchid, Pall Road, Bandra (W), Mumbai - 400 050. as my true and lawful attorney for the purpose of registration of such documents.

**KNOW BY THESE PRESENTS THAT**

I, **MR. HARESH PITAMBAR PAHUJA**, Directors of **M/S. HARSH REAL ESTATE PVT. LTD.** do hereby appoint, nominates and constitute, the said **SHRI PRAVEEN DEEPAK MURPANI**, as my true and lawful attorney to do the following acts, deeds and thing:-



- To appear before the Sub - Registrar of assurance concerned in respect of documents, of Agreement for Sale / Deed of Rectification / Deed of Cancellation and/or Deed of Confirmation here before executed by me or to be executed by me, signed individually hereafter as Directors of **M/S. HARSH REAL ESTATE PVT. LTD.** and for me and on my behalf admit such execution, of such documents executed by me.

*h*



INDIA  
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 MAHARASHTRA  
 08281  
 115484  
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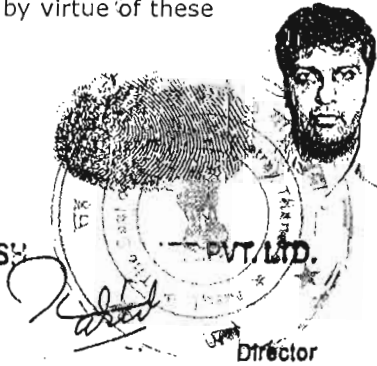
2. For me and on my behalf, to presents for registration such documents here before executed by me or to be executed by me.

3. To do all acts, deeds and things for me and on my behalf, to cause the attendance of my executing parties to any documents before the Sub - Registrar of assurance, Bhayandar / 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 I agree to rectify 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 withnamed "EXECUTANT" )  
**MR. HARESH PITAMBAR PAHUJA** )  
 Directors of M/S. HARSH REAL )  
**ESTATE PVT. LTD.** )  
 in the presence of ..... )

For HARSH



POWER OF ATTORNEY HOLDERS )  
 1. **SHRI PRAVEEN DEEPAK** )  
**MURPANI** )  
 in the presence of ..... )

*Praveen*

On this ..... day of November 2009.



Customer's Copy	
<b>THE KAPOL CO-OP. BANK LTD.</b>	
FRANKING DEPOSIT SLIP	
Branch : BHAYANDAR	6596
Pay to: Acc. Stamp Duty	27/11/09
Franking Value	Rs. 100/-
Service Charges	Rs.
TOTAL	Rs. 100/-
Name & Address of the Stamp duty paying party	
H.P. Pahujia.	
Tel./Mobile No.:	2007
Desc. of the Document	REGISTRATION
DD/Cheque No.:	2
Drawn on Bank:	State Bank of India
Stamp ID:	254
DELIVERED	Rs. 100/-
Frinking Sr. No.	
Cashier	

Office	ठाने - ४
Stamp No.	3063 / 0690
Date	27/11/09





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

HARESH PITAMBAR PAHUJA  
PITAMBAR BHASHARAM PAHUJA

23/09/1973

Permanent Account Number

AHQPP7525C

*[Handwritten Signature]*  
Signature



ट.न.न.-७
दस्ता क्रमांक 9220 / 2020
3



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AFYPM1556N



नाम / NAME  
PRAVIN DEEPAK MURPANI

पिता का नाम / FATHER'S NAME  
DEEPAK PINERMAL MURPANI

जन्म तिथि / DATE OF BIRTH

22-09-1973

हस्ताक्षर / SIGNATURE

*[Handwritten Signature]*

2003 / 2010
64 / 10

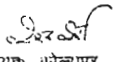


स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**A.BFPK1902P**

नाम / NAME  
**DEVRAJ NATRAJ KOTHARI**

पिता का नाम / FATHER'S NAME  
**NATRAJ KRISHNARAJ KOTHARI**

जन्म तिथि / DATE OF BIRTH  
**07-03-1943**


हस्ताक्षर / SIGNATURE  


आयकर आयुक्त, कोल्हापूर  
 COMMISSIONER OF INCOME TAX, KOLHAPUR

ट.न.न.-७

दस्ता क्रमांक: १२३४५६७८९

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CENTRAL MOTOR VEHICLES  
 RULES 1989  
 FORM 7 (See Rule 16(2))  
 DRIVING LICENCE

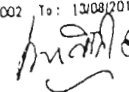


Lalit Bhandari  
 Holder's Sig./Thumb Impression

OIL NO : RJ-22A/DLC/08/8215 Date : 05/03/2008  
 Name : LALIT BHANDARI  
 Son of : INDER RAJ BHANDARI  
 Address : AZAD COLONY BALI  
 TELI BALI DIST. PALI

is licensed to drive throughout India a vehicle  
 of the following description.  
 MCV WITH GEAR, LIGHT MOTOR VEH.

The licence to drive other than transport  
 vehicle is valid  
 From: 01/10/2002 To: 13/08/2013

  
 Licencing Authority, Surmerpura

Lalit Bhandari

वारी टनन - ४

दस्ता क्रमांक 3063/12345

७६१: १४





18/02/2010

दुय्यम निबंधक

5:41:10 pm

सह दु.नि.ठाणे 7

दस्त गोषवारा भाग-1

टनन7

दस्त क्र 1420/2010

g/c

दस्त क्रमांक : 1420/2010

दस्ताचा प्रकार : मुखत्यारनामा

क्र.सं.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
---------	------------------------	-------------------	-----------	---------------

1	नाम: गुरगानी प्रतिष्ठा दिपक पत्ता: धर/प्लॉट नं: 1001 गल्ली/रस्ता: - ईमारतीचे नाव: व्हाईल आर चिड ईमारत नं: - पेट/वसाहत: पाली रोड शहर/गाव: बांद्रा प तालुका: मुंबई पिन: - पॅन नम्बर: -	लिहून देणार वय 30 सही		
---	---	-----------------------------	--	--

*Proven*

2	नाम: मे. हर्ष रिअल इस्टेट प्रा. लि. वे डायरेक्टर हरेश पितांबर पाहुजा - - पत्ता: धर/प्लॉट नं: 402 गल्ली/रस्ता: - ईमारतीचे नाव: सगराईस ईमारत नं: पेट/वसाहत: - शहर/गाव: बांद्रा प तालुका: मु	लिहून देणार वय 36 सही		
---	---	-----------------------------	--	--

*[Signature]*



दस्ताची प्रत करून देणार तथाकथित [मुखत्यारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

दस्ता - 8

दस्त क्रमांक 3003 1420

06 / 08

1 OF 1



दस्त गोषवारा भाग - 2

टनन7

दस्त क्रमांक (1420/2010)

ए.ए.

दस्त क्र. [टनन7-1420-2010] चा गोषवारा  
बाजार मुल्य : 1 मोबदला 1 भरलेले मुद्रांक शुल्क : 100

पावती क्र.:1421 दिनांक:18/02/2010  
पावतीचे वर्णन  
नांव: मुरपानी प्रविण दिपक - -

दस्त हजार केल्याचा दिनांक : 18/02/2010 05:34 PM  
निष्पादनाचा दिनांक : 27/12/2009  
दस्त हजर करणा-याची सही :

*Pravara*

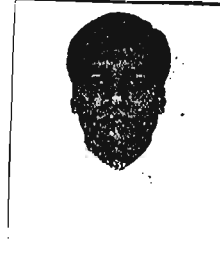
100 : नोंदणी फी  
120 : नकसल (अ. 11(1)), पृष्ठांकनाधी नकसल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

220: एकूण

दस्ताचा प्रकार : 48) मुखत्यारनामा  
शिक्षका क्र. 1 ची वेळ : (सादरीकरण) 18/02/2010 05:34 PM  
शिक्षका क्र. 2 ची वेळ : (फी) 18/02/2010 05:40 PM  
शिक्षका क्र. 3 ची वेळ : (कबुली) 18/02/2010 05:41 PM  
शिक्षका क्र. 4 ची वेळ : (ओळख) 18/02/2010 05:41 PM

दस्त नोंद केल्याचा दिनांक : 13/02/2010 05:41 PM

दु. निबंधकाची सही, सह दु.नि.ठाणे 7



ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस: ओळखतात,  
व त्यांची ओळख पटवितात.

1) भंडारी ललीत - - घर/फ्लॅट नं: - *Lalit Bhandari*

गल्ली/रस्ता: -  
ईमारतीचे नाव: --  
ईमारत नं: -  
पेट/वसाहत:



शहर/गाव: भाईंदर प  
तालुका: ठाणे  
पिन: -

*दीपराज कोठरी*

2) कोठारी देवराज - - घर/फ्लॅट नं:

गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेट/वसाहत: -



शहर/गाव: भाईंदर प  
तालुका: ठाणे  
पिन: -



दु. निबंधकाची सही  
सह दु.नि.ठाणे 7



प्रमाणित करण्यात येते की  
या दस्तऐवजचे एकूण

*ए* पाने आहेत.

*Pravara*  
सह दु.नि.ठाणे निबंधक ठाणे-७

पुस्तक क्रमांक.....  
.....क्रमांकावर नोंदला

दु. निबंधकाची सही  
सह दु.नि.ठाणे क्र. ७  
तारीख.....माहे.....सम 2010

दस्त - ४  
दस्त क्रमांक 3063  
०८/०८

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
APDPS4977E



नाम / NAME  
SUMAN JITENDRA SHARMA

पिता का नाम / FATHER'S NAME  
BRIJMOHAN RAGHUVIR PRASAD SHARMA

जन्म तिथि / DATE OF BIRTH  
29-11-1976

हस्ताक्षर / SIGNATURE

*Suman*

आयकर आयुक्त (कम्प्यूटर केन्द्र)  
Commissioner of Income-tax (Computer Operations)



टमन - ४  
दस्ता संख्यांक 2003/2011  
62/178

भुगतान / PAY ORDER

दिनांक / DATE 03-2010

THE JOINT SUB-REGISTRAR THANE A/C SBI

Twenty Six Thousand Three Hundred Sixty  
रुपये / RUPEES

या उनके आदेश पर OR ORDER

अदा करें

₹.Rs. \*\*\*\*\*26,360.00

के निमित्त ON ACCOUNT OF SUMAN JITENDRA SHARMA

SSP/MPO/B 208552

कृते ओरियन्टल बैंक ऑफ कॉमर्स  
For ORIENTAL BANK OF COMMERCE

\*\*\*\*\* Not Over INR. 26,360.00 \*\*\*\*\*



ओरियन्टल बैंक ऑफ कॉमर्स  
ORIENTAL BANK OF COMMERCE

गोताश्री, प्लॉट नं.-6, भायन्डर को-ऑपरेटिव हाउसिंग सोसाइटी लि.,  
गणेश मन्दिर के सामने, 60 फीट रोड, भायन्डर (पश्चिम), मुम्बई  
B Geetashree, Plot No.-6, Bhayander Co-Operative Housing Society Ltd.,  
Opp. Ganesh Mandir, 60 Feet Road, Bhayander (West), MUMBAI

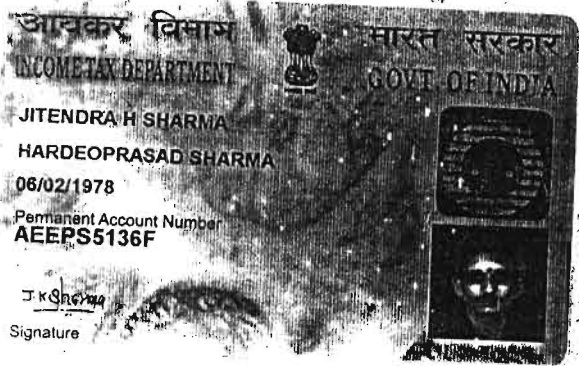
अ.अ.सं.  
P.A.No.

अ.अ.सं.  
P.A.No.

प्राधिकृत हस्ताक्षरकर्ता AUTHORISED SIGNATORIES




208552 4000220394

67



F/302, Krishna, Vasant Sagar  
Samta Nagar, Thalur village  
Kandivali (E), Mumbai - 400101



	
<b>Election Commission of India</b> भारत निर्वाचन आयोग	
<b>IDENTITY CARD</b>	
ओळखपत्र	
MT/11/060/0178212	
	
	
Elector's Name:	<b>Saraph Rajkumar</b>
मतदाराचे नांव	सरफ राजकुमार
Father's/Mother's/ Husband's Name	<b>Hariprasad</b>
वडील/आई/पतिचे नांव	हरिप्रसाद
Sex M	लिंग पु
Age as on 1.1.94	
1.1.94 रोजी वय	35

टोल - ४
दस्त क्रमांक 3003-12040
10/1/94

52 yrs.

A-703 Rajvaidhavi  
Indra lake East-6  
Mira Bhayander Road.  
Bhyr w.

3073

मूल्यांकन पत्रक बांधीव शहरी क्षेत्र

Friday, March 26, 2010  
3:48:34PM

सालचे वर्ष 2010  
ठाणे  
सहाय्य विभाग 92-मौजे [गांव] भाईदर क्रमांक 1 (मिरा भाईदर महानगरपालिका)  
सहाय्य विभाग 1/11-एच - 2) भू-भाग मौजे भाईदर गांवातील रेल्वे लाईनच्या पश्चिमेकडील व वरील अंते ते जी व एच -1 भागातील भू-भाग  
सहाय्य विभाग A Class Palika  
सदरे नंबर-276

घसा-यानुसार जमिनीचा दर

नियारी सदनिळा	कार्यालय	दुकाने	औद्योगिक
24200.00	31000.00	46000.00	31000.00

सहाय्य विभाग 103.71 बांधकामाचे वर्गीकरण 1-आर सी सी  
सहाय्य विभाग 2) नियारी सदनिळा उद्ववाहन सुविधा आहे  
सहाय्य विभाग 3) बांधीव बांधकामाचा दर -  
सहाय्य विभाग 4) 0 TO 2 मजला 5th to 10th Floor

मिळकतीचा प्रति = बाजार मूल्यदर + घसा-यानुसार निविले दर \* मजला निहाय घट/वाढ  
= 24200.00 + (100 / 100) \* 26105.00 / 100 )  
= 25410.00  
मिळकतीचे मूल्य = घसा-यानुसार मिळकतीचा प्रति चौ. फीट मूल्यदर \* मिळकतीचे क्षेत्र  
= 25410.00 \* 103.71  
= 2635271.10

अंतिम मूल्य दर = अंतिम मूल्य दर + तळघराचे मूल्य + फोंटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहतूक कर  
+ बंदिसत वाहतूक करचे मूल्य + लगतच्या गल्लीचे मूल्य + वरील गल्लीचे मूल्य + इमारती भोवती  
= A+B+C+D+E+F+G+H  
= 2635271.10 + .00 + .00 + .00 + .00 + .00 + .00  
= 2635271.10

टाऊन - 8

दस्तावेज क्र. 3063 12/10

19/1/10

सह दुय्यम निबंधक वर्ग-2  
ठाणे क्र. 8



Friday, March 26, 2010

11:57 AM

## नोंदणीपूर्व गोषवारा

क्र. क्र.	विलेखाचा प्रकार	करारनामा	सूचना
(1)	मोबदला	रु. 2,370,000.00	1) ही माहिती पक्षकारांनी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
(2)	बाजारभाव (गाडेपटल्याच्या बाबतीत प्रत्येकाकरिता आकारणी देतो की पटलेदार ते नमूद करावे)	रु. 2,635,500.00	2) दरताची माहिती संगणकवर घेण्यात आली याचा अर्थ दरत नोंदणीसाठी रवीकारला आसा नाही. दुय्यम निबंधक दरत नकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
(4)	बाजारभावाप्रमाणे मुद्रांक शुल्क	रु 114375.00	3) बदल/दुरुस्त्या कराव्यात.
(5)	बाजारभावाप्रमाणे नोंदणी फी	रु 26355.00	4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही
(6)	दस्त निष्पादित केलेल्या	26/03/2010	
(7)	गावाचे नाव		
(8)	पृष्ठांची संख्या	84	
(9)	भू मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1) सर्वे क्र.: 276/8बी, 268/3/-/-	
(10)	मालमतेचे इतर वर्णन	(1) वर्णन: वार्ड क्र.एच-1,सदनिका क्र.501,5वा मजला,हर्ष हाईटस,बि.नं.3,भाईदर प.	
(11)	क्षेत्रफळ	(1) 86.43 चौ.मी.कारपेट (103.71 चौ.मी. बि.अघ)	
(12)	पक्षकारणी किंवा जुळी देण्यात येणारे तपस	(1)	
(13)	दस्तऐवज करून देण्या या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता	(1) मे. हर्ष रिअल इस्टेट प्रा.लि. चे डायरेक्टर हरेश पी. पाहुजा यांच्या तर्फे कु.मु.महणून प्रविष्ट दिपक मुरगानी ; घर/फ्लॅट नं. ; गल्ली/रस्ता: ; इमारतीचे नाव: हर्ष हाईटस, इमारत नं. ; पेट/वसाहत: ; शहर/गाव: भाईदर प; तालुका: ; पिन: ; पॅन नंबर: AACCH035212	
(14)	दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता	(1) सुमन विविद्र शर्मा ; घर/फ्लॅट नं: एफ/302; गल्ली/रस्ता: ; इमारतीचे नाव: कृष्णा वसंत सागर; इमारत नं. ; पेट/वसाहत: समता नगर; शहर/गाव: कांदिवली पू मुंबई; तालुका: ; पिन: ; पॅन नंबर: APDPS4977F.	



नोंदणी पूर्व गोषवारा-यामध्ये इनपुट फॉर्म प्रमाणे तपस करावा अटी करण्यात आली आहे.

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

  
(दुय्यम निबंधकाची स्वाक्षरी)

नोंदणी पूर्व गोषवारा तपासून पाहिला तो बरोबर आहे/त्याच्यात नमूद केलेले बदल/दुरुस्त्या कराव्यात.

  
(पक्षकाराची स्वाक्षरी)

टमज - ४
दस्त क्रमांक 3063
12/1/10



26/03/2010

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

टनन4

दस्त क्र 3073/2010

7:59:20 pm

उपे 4

13/12

दस्त क्रमांक : 3073/2010

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: सुमन जितेंद्र शमो  
पत्ता: घर/फ्लॅट नं: एफ/302  
मल्ली/रस्ता:  
इमारतीचे नाव: कृष्णा वसंत सागर  
इमारत नं:  
नगर/तालुका: समता नगर  
शहर/जिल्हा: कांदिवली पु. मुंबई  
जिल्हा:  
पिन कोड:

लिहून घेणार

वय 32

सही

Suman



2 नाव: मे. हर्षे रिअल इस्टेट प्रा.लि. चे डायरेक्टर हरेश  
पी. पाहुजा याच्या तर्फे कु.मु.म्हणून प्रविण दिपक मुरपानी  
पत्ता: घर/फ्लॅट नं:  
मल्ली/रस्ता:  
इमारतीचे नाव: हर्षे हाईटस  
इमारत नं:  
पत्ता:

लिहून देणार

वय 30

सही

Harsh





दस्त गोषवारा भाग - 2

टनन4

दस्त क्रमांक (3073/2010)

*Handwritten signature*

दस्त क्र. [टनन4-3073-2010] चा गोषवारा  
बाजार मूल्य :2635500 गोबदला 23/0000 भरलेले मुद्रांक शुल्क : 114400

पावती क्र.:3073 दिनांक:26/03/2010  
पावतीचे वर्णन  
नाव: सुमन जितेंद्र शर्मा

दस्त हजर केल्याचा दिनांक :26/03/2010 02:53 PM  
निष्पादनाचा दिनांक : 26/03/2010  
दस्त हजर करणाऱ्याची राही .

26360 :गोंदणी फी  
1680 :नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) :  
एकत्रित फी

*Suman*

दस्तावेज प्रकार :25) करार-नामा  
शिकका क्र. 1 वी वेळ : (सादरीकरण) 26/03/2010 02:53 PM  
शिकका क्र. 2 वी वेळ : (फी) 26/03/2010 02:58 PM  
शिकका क्र. 3 वी वेळ : (कबुली) 26/03/2010 02:59 PM  
शिकका क्र. 4 वी वेळ : (ओळख) 26/03/2010 02:59 PM

28040: एकूण

दु. निबंधकाची राही, ठाणे 4

दस्त गोंद केल्याचा दिनांक : 26/03/2010 02:59 PM

ओळख :  
स्वालील इसम असो निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवित्तात.

1) जितेंद्र एच. शर्मा ,घर/फ्लॅट नं: 302

मल्ली/रस्ता:

ईमारतीचे नाव: कृष्णा नरांत रागर

ठिकाण नं:

पेट/वसाहत: ताकूर गाव

शहर/गाव: कांदिवली पू

तालुका:

जिल्हा:

2) राजकुमार साराफ ,घर/फ्लॅट नं: 703

मल्ली/रस्ता:

ईमारतीचे नाव: राज वैभव

ईमारत नं:

पेट/वसाहत: इंद्रलोक

शहर/गाव: भाईदर पू

तालुका:

जिल्हा:

*J. H. Sharmy*

*Rishabh*



*Handwritten signature*  
दु. निबंधकाची राही  
ठाणे 4



प्रमाणित करणेत येते की या दस्तऐवजाजमध्ये

एकूण ..... पाने आहेत.

सह. दुय्यम निबंधक ठाणे क्र. ४

पुस्तक क्रमांक ..... ३०७३

..... क्रमांकधार गोबदला

सह. दुय्यम निबंधक ठाणे क्र. ४

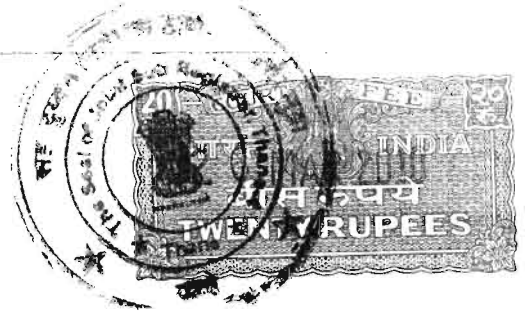
तारीख 25 माहे 03 सन 2010 of 1




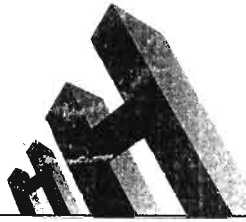
## सूची क्र. दोन INDEX NO. II

गावाचे नाव : भाईदर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा  
व बाजारभाव (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) गोबदला रु. 2,370,000.00  
बा.गा. रु. 2,635,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सर्वे क्र.: 276/8बी, 268/3/1/1 वर्णन: वार्ड क्र.एच.1, तादणिका क्र.501,5वा मजला,हर्ष  
(असल्यास) हाईटस,बि.नं.3,भाईदर प.
- (3)क्षेत्रफळ (1)86.43 चौ.मी.कारपेट (103.71 चौ.मी. बि.अप)
- (4) आकारणी किंवा जुडी देण्यात (1)  
असलेले रोव्ह
- (5) दस्ताऐवज करून देण्या-या (1) गो. हर्ष रिलिअल इस्टेट प्रा.लि. वे आयरेक्टर हरेश पी. पाहुजा यांच्या तर्फे कु.मु.महणून प्रविण  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिपक मुरपाणी ; घर/फ्लॅट नं: ; गल्ली/रस्ता: ; ईमारतीचे नाव: हर्ष हाईटस; ईमारत नं: ;  
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किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (6) दस्ताऐवज करून घेण्या-या (1) सुमन जितेंद्र शर्मा ; घर/फ्लॅट नं: एफ/302; गल्ली/रस्ता: ; ईमारतीचे नाव: कृष्णा  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा वसंता शागर ; ईमारत नं: ; पेठ/वसाहत: समता नगर; शहर/गाव: कांदिवली पू मुंबई ;  
दिवाणी न्यायालयाचा हुकुमनामा तालुका: -;पिन: ; पॅन नंबर: APDPS49771.  
किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 26/03/2010
- (8) नोंदणीचा 26/03/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 3073 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 1143/5.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 26360.00
- (12) शेर



  
सह दुय्यम निबंधक वर्ग-२  
ठाणे क्र. ४



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