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AGREEMENT FOR SALE

Flat/~~Shop~~/~~Row House~~/Garage No. 1103

On 11th floor

in A wing of

ASCON ACRES - I

ASMITA CONSTRUCTIONS PRIVATE LIMITED

Asmita House, Asmita Township, Naya Nagar, Mira Road (E), Dist. Thane - 401 107,
(Mumbai) Maharashtra, INDIA.

Tel.: (Off) 0091-22-011 1185 (5 lines), Fax : 0091-22-811 3562 Email : shussain@bom5.vsnl.net.in



Monday, February 10, 2003

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Original

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Regn. 39 M

पावती

पावती क्र. : 740

दिनांक 10/02/2003

गावाचे नाव भाईंदर

दस्तऐवजाचा अनुक्रमांक टनन7 - 00740 - 2003

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: मोहम्मद युनूस मोहम्मद इसा -

नोंदणी फी	:-	15420.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (37)	:-	740.00
एकूण	रु.	16160.00

आपणास हा दस्त अंदाजे 12:55PM ह्या वेळेस मिळेल

नोंदणी फी खळान क्र. 85 10/2/03
दस्त दाखवणी फी


दुय्यम निबंधक
ठाणे 7

बाजार मुल्य: 1538537 रु. मोबदला: 1225000 रु.
भरलेले मुद्रांक शुल्क: 82070 रु.



X

RS 82070/- Eighty two thousand seven hundred only.

- १) पञ्चमसूची क्र. १३५ दिनांक १/१२/२०१०.
- २) पञ्चमसूची क्र. ५९९ दिनांक १/१२/२०१०.
- ३) चलन क्र. २४ दिनांक ३/१२/०३

५३४
प्रोपर्टी ऑफिस



THIS AGREEMENT made at Thane this 5th day of Feb, 2003, between M/S. ASMITA CONSTRUCTIONS PVT. LTD., a Company registered under the Indian Companies Act, 1956 carrying on business as Builders and Developers at ASMITA HOUSE, ASMITA TOWNSHIP, MIRA ROAD (E), DIST - THANE Dist. 409 hereinafter called "the PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their successors in interest and assigns) of the FIRST PART and MR MOHD YUNUS. MOHD. PASHA

adult Indian Inhabitant presently residing at KRISHNA Towers 203-S.V.RD DHAULSAR (E) MUMBAI-68

hereinafter called "THE PURCHASERS" (which expressions shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and permitted assigns) of the SECOND PART and (1) Mr. Mazhar Hussain Zahur Abbas, (2) Mrs. Zakia Sharif Ahmed Sharif, (3) Mr. Aslamkhan Hasan Khan, (4) Mr. Bapurao Krishnaji Petkar, (5) Mr. Mohd. Rafiq Zama, (6) Mrs. Mira Shantaram Patil, (7) Mr. Syed Nazar Hussain, (8) Mr. Mohd. Hussain, (9) Mr. Dagdual Khupchand Shah, (10) Mrs. Prabhavati Yeshwant Bhosle, (11) Smt. Fatmabi Mohd. Pasha and (12) Mrs. Zakrabegum Ahmed Hussain, adult Indian inhabitant hereinafter called "the Original Owners" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the survivor of them and heirs, executors and administrators of such survivor) of the THIRD PART.

WHEREAS the Original Owners have been absolutely seized and possessed

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of or otherwise well and sufficiently entitled to all that piece or parcel of freehold land or ground lying and being situate at Village Bhayandar in Taluka & District Thane bearing Old Survey Nos. 508 (P), 510/3 (P), 513/4 (P). All N. A. Plots Nos. 15, 16, 17, 18, 19, 20, 21 (A), (B), (C), 24, 25, 26 & 27 of the layout of lands at Bhayandar, approved & sanctioned by the Sub-Divisional Officer, Thane in respect of new Survey Nos. 96/3 (P), 97/4 (P) & 101 (P) and which Plot of land admeasures Total of 9598.75 Sq. yards.

WHEREAS by an Agreement between the Original Owners of the One Part and the Promoters of the Other Part (hereinafter referred to as "the Development Agreement") the Original Owners have appointed the Promoters as their agents to develop the said Plot of land more particularly described in the schedule hereunder written (hereinafter referred to as "the said land") and to construct thereon building in accordance with the terms and conditions contained in the Development Agreement, an Irrevocable Power of Attorney is executed by the Original Owners in favour of the Promoters.

AND WHEREAS the Original Owners having been shown to be the Owners of the said land in the Government and Revenue Records, the Original Owners made a declaration of their holding of the said land under the provisions of the Land Ceiling Act;

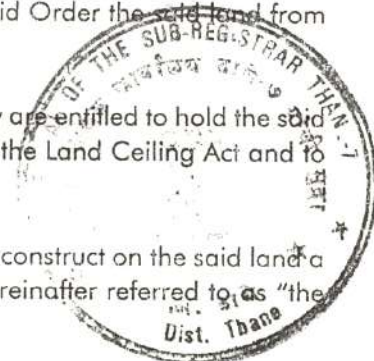
AND WHEREAS the Deputy Collector & Competent Authority, Thane Urban Agglomeration and 8 Kms. Peripheral Area of Greater Bombay by Order No. ULC/T A/Bhayandar/SR-931. dt. 19.6.1985, ULC/T A/Bhayandar/SR-933 dt. 18.6.1985. ULC/T A/Bhayandar/SR/578 dt. 27.7.1984 (hereinafter referred to as the said Order) exempted subject to the conditions stated in the said Order the said land from the provisions of the Land Ceiling Act.

AND WHEREAS the Original Owners accordingly are entitled to hold the said land as being within the Ceiling limit prescribed under the Land Ceiling Act and to develop the same and construct buildings thereon.

AND WHEREAS the Promoters have proposed to construct on the said land a multistoried building of stilt and Twelve upper floor (hereinafter referred to as "the said building");

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and said agreement is as per the agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a Structural Engineer for the preparation of structural designs and drawings of the building and promoters accept the professional supervision of the Architects and Structural Engineer till the completion of the building;



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AND WHEREAS by virtue of Development Agreement and Irrevocable Powers of Attorney the Promoters alone have the sole and exclusive right to sell the Flats/ Shops/Garages and other premises in the said building to be constructed by the Promoters on the said land and to enter into Agreements with the Purchasers of Flats/Shops/Garages and other premises and to receive the sale price in respect thereof;

AND WHEREAS the purchaser has demanded from the promoters and the Promoters have given inspection to the Purchaser of all documents of the title relating to the said land, the said Order under the Land Ceiling Act, the Development Agreement, and the Plans, designs and specifications prepared by the Promoters' Architect Shri Avinash D. Mhatre and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer) Act, 1963 (herein after referred to as the Ownership Flats Act) and the Rules made thereunder;

AND WHEREAS the copies of the Certificate of Title issued by the Advocate of the Promoters and the Extract of Village Form VII and XII of the Revenue Records showing the nature of the title of the original owners and the rights of the Promoters in respect of the said land on which the building of the residential flats are under construction and the plans and specifications of the premises agreed to be purchased by the Purchasers and approved by the concerned authority have been annexed hereto and marked Annexures "A", "B" and "C" respectively.

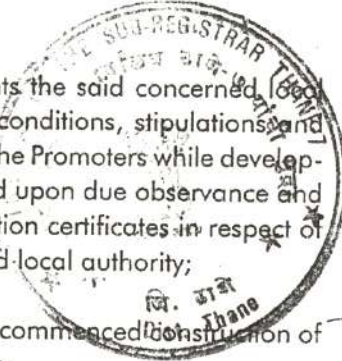
AND WHEREAS the promoters have got approved by the Mira Bhayandar Municipal Council being the concerned local authority the plans, specifications, elevations, sections and details of the said building;

AND WHEREAS while sanctioning the said plans the said concerned local authority and/or Government have laid down terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and constructing the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the said concerned local authority;

AND WHEREAS the Promoters have accordingly commenced construction of the said land building in accordance with the said plans;

AND WHEREAS the purchaser applied to the Promoters for allotment of the Purchase of Flat No. 1103/A on the 11th floor of the said building;

AND WHEREAS prior to making application as aforesaid; as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulation) Act, 1976, the Purchaser has made a declaration to the effect firstly that neither the Purchaser nor his/her family members of the purchaser



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as defined under the Urban Land (Ceiling and Regulation) Act 1976, own a tenement, house or building within the limits of Thane in Maharashtra State;

AND WHEREAS prior to execution of these presents the purchaser has paid to the Promoters a sum of Rs. 25000/- (Rupees Twenty five Thousand only) in part payment of the Sale price of the Premises agreed to be sold by the Promoters to the Purchaser as an advance payment or deposit (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser has agreed to pay the Promoters the balance of the sale price in the manner hereinafter appearing;

AND WHEREAS UNDER Section 4 of the Ownership Flats Act, the Promoters are required to execute a written Agreement for sale of the said premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER :

1. The Promoters shall construct the said Building consisting of ground and Fourteen upper floors on the said land more particularly described in the Schedule hereunder written in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser only with such modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government to be made in them or any of them.

2. The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser Shop Flat No. 1103 Type --- of Carpet Area admeasuring 865 Sq.ft. and Built-up area admeasuring --- Sq.ft. plus --- Sq.ft. of open terrace plus --- Sq.ft. open Balcony Total Area 865 Sq.ft. [50.39 Sq. Mts.] (which is inclusive of the area of the balconies) on the 11th floor of A Wing as shown in the floor Plan thereof hereto annexed and open Parking space/Garage No. --- thereafter referred to as "the said Premises" for the price of Rs. 1225000/- (Rupees Twelve Lac. Twenty five Thousand only) and the Purchaser has already paid to the Promoters a sum of Rs. 25000/- (Rupees Twenty five Thousand only) being an earnest money of the purchase price on or before execution of this Agreement and hereby agrees to pay to the Promoters the balance amount of the purchase price in the following manner :-

Rs. --- On completion of Plinth.

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- Rs. _____ On laying of First Slab
- Rs. _____ On laying of Second Slab.
- Rs. _____ On laying of Third Slab.
- Rs. _____ On laying of Fourth Slab.
- Rs. _____ On laying of Fifth Slab.
- Rs. _____ On laying of Sixth Slab.
- Rs. _____ On laying of Seventh Slab.
- Rs. _____ On laying of Eighth Slab.
- Rs. _____ On laying of Ninth Slab.
- Rs. _____ On laying of Tenth Slab.
- Rs. _____ On laying of Eleventh Slab.
- Rs. _____ On laying of Twelveth Slab.
- Rs. _____ On completion of internal and external Wall.
- Rs. 11,38,750/- On completion of internal and external plaster.
- Rs. _____ On completion of Sanitary fitting and Plumbing.
- Rs. 612,500/- On the date of Occupation of the Premises.

Bundy

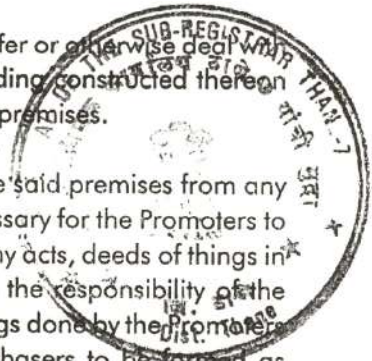
3. The Promoters shall have a first lien and charge on the said premises to be acquired by the Purchaser in respect of any amount not paid by the Purchaser under the terms and conditions of this Agreement.

4. The Promoters shall be at liberty to sell, assign, transfer or otherwise deal with the right, title and interest in the said land and in the Building constructed thereon subject to the rights of the Purchaser in respect of the said premises.

5. If the Purchaser obtains any loan for purchase of the said premises from any employers or any financing institution and it becomes necessary for the Promoters to give any commitments or undertakings to do or not to do any acts, deeds of things in respect of the said premises then in that event it shall be the responsibility of the Purchaser from time to time to get such acts, deeds and things done by the promoters and also to furnish to the incorporated body of the Purchasers to be formed as hereinafter set out all necessary details of any loan obtained and any mortgage, charge or lien created in respect of the said premises and also cause to be entered the name of the employers or financing institution as the case may be in the Share Certificate or any other documents to be obtained by the Purchaser in respect of the said premises from the incorporated body of Purchasers to be formed.

6. The Promoters hereby agree that they shall, before handing over possession

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of the said premises to the Purchaser and in any event before execution of Conveyance of the land in favour of a corporate body to be formed by the Purchasers of Flats/Shops/Garages in the building to be constructed on the said land (hereinafter referred to as "the Society/Limited Company") make full and true disclosure of the nature of their title to the land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable ensure that the said land is free from all encumbrances and that the Original Owners has absolute, clear and marketable title to the said land so as to enable the Original Owner to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a Conveyance of the said land by the Promoters in favour of the said Society/Limited Company.

7. The Purchaser agrees to pay to the Promoters interest @18% Per Annum in case of delay in making payment which become due any payable by the Purchasers to the Promoter under the terms of clause 2 of this Agreement from the date the said amount is payable by the Purchaser to the Promoters.

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

Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of this specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice. Such notice shall be sent under postal certificate to the address provided in this agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser the instalments of sale price of the said premises which may till then have been paid by the Purchaser to the Promoters but the Promoters shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters shall be at liberty to dispose of and sell the said premises to such person and at such price as the Promoters may in their absolute discretion think fit.

9. The fixtures, fittings and amenities to be provided by the Promoter in the premises and the said building are those that are set out in Annexure "E" annexed hereto.



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10. The Promoters hereby agreed to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat to the Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the said premises..

11. The Promoters hereby declare that the floor space Index, available in respect of the said land is _____ Sq. Meters only and that no part of the said floor space index has been utilised by the Promoters elsewhere for any purpose whatsoever.

12. The Promoters have informed the Purchaser that the said land and the said Building are part of an approved and sanctioned Layout which comprises construction of other Buildings. It is expressly agreed and understood that the Purchaser as also the said Incorporated body of Purchasers along with the Owner of other Buildings of the said Layout shall as and when deemed necessary extended all Co-operation to maintain any access road, common spaces and other common amenities and facilities required for the buildings of the Layout.

13. The Promoters shall give possession of the said premises to the Purchaser on or before the _____ day of _____ 20 ____ . If the Promoters fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents as per the Provisions of Section 8 of Maharashtra Ownership Flats Act, 1963 by the aforesaid date or the dates prescribed in Section 8 of the said Act, then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at nine percent 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 an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters to the Purchasers there shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction of building in which the Flats/ Shops/Garages are situated or were to be situated.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the building in which the said premises are to be situated is delayed on account of:-

- (i) Non- availability of steel, cement, other building materials, water or electricity supply;
- (ii) War, Civil commotion or act of God;

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(iii) Any notice, order rule, notification of the Government and/or other public or competent authority.

14. The Purchaser shall take possession of the said premises within seven days of the Promoter giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.

Upon the Purchasers taking possession of the said premises, he/she/they shall have no claim against the Promoters as regard the quality of the building material used for construction of the premises or the nature of the construction of the said premises or otherwise however provided that if within a period of one year from the date of handing over the said premises to the Purchaser. The Purchaser brings to the notice of the Promoters any defect in the said premises or the building which the said premises are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Promoters reasonable compensation for such defect or change.

15. It is expressly agreed between the Promoters and the Purchaser/s that the said premises shall be utilised for residence/shop/garages/open car parking space/area covered under the stilt shall be used only for parking vehicle pertaining to the Purchaser/s and for no other purpose or purposes whatsoever, provided they have paid separate amounts for the respective premises as may be decided by the Promoter. The Purchaser/s agree not to change use of the said premises without prior consent in writing of the Promoters and any unauthorised change of the user by the Purchaser/s shall render this Agreement void/voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.

The Purchaser shall not use the stilt Area as well as the open compound of the building for any religious or other purposes even after handing over of the Society. The society shall have no right to give permission to the Purchaser to use the stilt area for above purpose.

17. The Purchaser along with other Purchasers of flat/shop/garages in the building shall join in the forming and registering the society or a limited Company to be known by such name as the Purchaser may desire provided that the name

"ASMITA ASCON ACRES I" shall always form Part of the name of the Society/Limited Company and the same shall not be removed without the consent of the Promoters. The Purchaser for the purpose of formation and registration of the Society/Limited Company shall also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in and return to the Promoters within two days of the same being forwarded by the Promoter to the Purchaser, so as to enable Promoter to register the organisation the Purchasers under Section 10 of the said Act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the

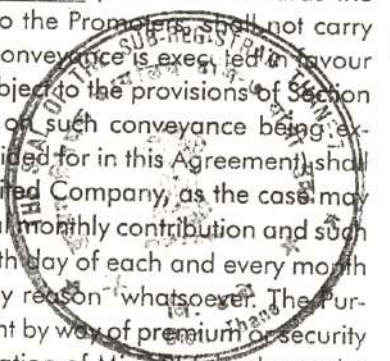
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Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

17. Unless it is otherwise agreed to by and between the parties hereto the Promoters, shall, within six months of registration of the Society or Limited Company as aforesaid and the sale and disposal of all the Flats/Shops/Garages and other premises in the building whichever is later, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Original Owner/Promoters in the said land together with the building by obtaining/or executing the necessary conveyance of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance shall be in keeping with the terms and provisions of this Agreement.

18. Commencing a week after notice in writing is given by the Promoters to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flats/Shops/Garages as the case may be as per rates applicable in accordance with permitted users) of outgoings in respect of the said land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building. Until the Society/Limited Company is formed and the said land and building transferred to it, the Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoters provisional monthly contributions of Rs. 2450/- per month towards the outgoings. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the Society or Limited Company as aforesaid. Subject to the provisions of Section 6 of the Maharashtra Ownership Flats Act, 1963 or such conveyance being executed, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by Promoters to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Purchaser/s hereby agree that in the event of any amount by way of premium or security deposit is payable to the Municipal Council/Corporation of Mira-Bhayandar or the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and B.S.E.S. Ltd., electricity connection or any other tax or payment of a similar nature becoming payable by the Promoters the same shall be paid by the Purchaser/s to the Promoters in



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proportion to the area of the said premises and in determining such amount, the discretion of the Promoters shall be conclusive and binding upon the Purchaser/s.

19. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoters the following amounts.

- (i) Rs. 5000/- for legal charges.
- (ii) Rs. 351/- for the share money, application entrance fee of the Society or Limited Company.
- (iii) Rs. 2501/- for formation and registration of the Society or Limited Company.
- (iv) Rs. 29400/- for proportionate share of taxes and other charges.
- (v) Rs. 5000/- for garden deposit.

Total Rs. 42252/-

20. The Promoter shall utilise the sum of Rs. 7501/- paid by the Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said society, or Limited Company, as the case may be preparing its rules, regulations and bye-laws and the cost of preparing and engraving the Agreement and the conveyance.

21. The purchaser agrees not to charge society's monthly. Maintenance amount for the unsold Flats/Shops to the Promoters till such time they are sold by the Promoters. As soon as the Flats/Shops are sold out. The purchaser of those Flats/Shops shall be admitted as the member of Society & the Society shall not claim any transfer fees or Premium. While admitting then as the member of the Society.

22. The Flat/Shop purchaser agrees to pay separate monthly maintenance amount to the society as and when demanded. This amount shall be in addition to the amount as mentioned in clause No. 19 of this Agreement.

23. The Shop Purchaser shall not be allowed to deal or to stock perishable items viz. beef, Mutton, Chicken, Fish, etc. nor shall he carry out any slaughtering inside the Shop, Similarly, he shall not sublet the said premises as per the agreement for above mentioned purpose.

24. At The time of registration the Purchaser shall pay to the Promoter the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or any document or instrument of

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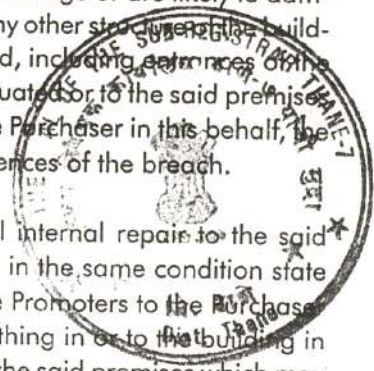
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transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company. So long as each Flat/Shop/Premises/Garages in the said building shall not be separately assessed for Municipal taxes and water taxes, the Purchaser/s shall pay to the Promoter/s or to the said organisation when formed a proportionate share of the Municipal Tax, water tax assessed on the basis of the area of each Flat/Shop/Premises/Garages in the said building. The Purchaser/s along with the other premises holders will not require the Promoters to contribute a proportionate share of the maintenance charges of the Flats/Shop/Premises/Garages etc., which are not sold and disposed off by the Promoters. The Promoters will also be entitled to the refund of Municipal Taxes on account of the vacancy of the said premises.

25. The Purchasers for himself/themselves with intention to bring in all persons, into whomsoever hands the said premises may come, both hereby covenant with the Promoters as follows :-

- (a) To maintain the said premises at Purchaser's own cost in good tenable repair and condition from the date of possession the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises are situated including any staircases or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the building in which the said premises are situated and the said premises itself or any part thereof.
- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said premises are 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 to the upper floors which may damage or are likely to damage the staircase, common passages or any other part of the building in which the said premises are situated, including entrances of the building in which the said premises are situated or to the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (c) To carry out at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same condition state and order in which it was delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said premises are situated or to the said premises which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Pur

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chaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public authority.

- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said premises are situated and shall keep the partition walls sewers, drains, pipes in the said premises and appurtenances thereto in good tenatable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building in which the said premises are situated and shall not chisel or in any other manner damage the colours, beams, walls, slabs or R.C.C. Pardis or other structural members in the said premises without the prior written permission of the Promoters and/or the Society or the Limited Company.
- (e) Not to do or permit to be done by any Act or thing which may render void or voidable any insurance of the said land and the building in which the said premises are situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) 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 land and the building in which the said premises are situated.
- (g) Pay to the Promoter within seven days of demand by the Promoters his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other survive connection to the building in which the said premises are situated.
- (h) To bear and pay any increase in local taxes, water charges, insurance and such other levies if any, which are or may be imposed by the concerned local authority and/or Government and/or other Public authority on account of any permitted or unauthorised change of user of the said premises by the Purchaser viz. user for any purpose other than for residential purpose it being expressly understood that any such payment shall not prejudice the rights of the Promoters or of the incorporated body of the Purchasers to be formed against the Purchaser for any such unauthorised change of user.

- (i) The Purchaser shall not let, sub-let, transfer, assign or part with the

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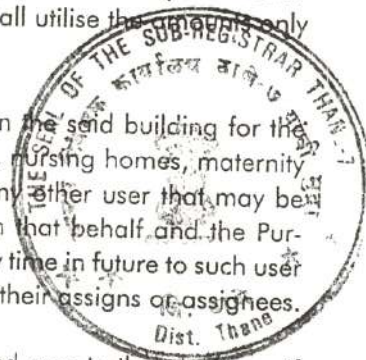
Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained prior consent in writing of the Promoters.

- (i) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at 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 flats and other premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authorities and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (k) Till a conveyance of the building in which the said premises are situated is executed the Promoters shall have unrestricted right to enter into and upon the said land and buildings or any part thereof with or without workmen, surveyors, agents to look after, examine the said building or the said property.

26. The Promoter shall maintain a separate account in respect of sums received by the Promoters from the Purchasers as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings or illegal charges and shall utilise the amounts only for the purposes for which they have been received.

27. The Promoters shall be entitled to sell premises in the said building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for residential or commercial users and/or any other user that may be permitted by the local authority and other authorities in that behalf and the Purchaser or his assignee or assignees shall not object at any time in future to such user of the premises by the respective purchasers thereof and their assigns or assignees.

28. After the possession of the said premises is handed over to the purchaser if any additions or alterations in or relating to the said building are required to be carried out by the Government, local authority or any other statutory body, the same shall be carried out by the Purchasers in the building at his/her/their own cost and the Promoters shall not be in any way or manner liable or responsible for the same.



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29. No Purchaser shall without the prior permission of the Promoters grow any trees or plants in the land appurtenant to the Building or keep any flower pots or other plants in the passages, staircases, common terraces and other open spaces of the building or on balcony projections or hanging or on balconies and all flowers, fruits and other products or any such trees, plants or pots is put up unauthorisedly shall belong to the Promoters and thereafter to the said incorporated body or Purchasers and no individual Purchaser shall have any right over such trees, plants, pots, or the produce thereof.

30. The Purchaser without the prior written permission of the Promoters shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be acquired nor shall enclose or cause to be enclosed any balcony or unauthorisedly cause to be opened up any door in any ground floor premises or make or cause to be made any addition or alteration or whatever nature to the said premises or any part thereof, nor any alteration in the elevation and outside colour schemes of the said premises agreed to be acquired.

31. 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 or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of this said premises hereby agreed to be sold and all open spaces, parking spaces, lobbies, staircase, terraces, recreation spaces etc. will remain the property of the Promoters until the said land building is transferred to the Society/Limited Company as hereinbefore mentioned.

32. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser 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 nor shall be same in any manner prejudice the rights of the Promoters.

33. The Purchaser shall present this Agreement as well as the Certificate at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and administer execution thereof.

34. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting at his/her address specified below :-

Viz MR MOHD YUNUS. M. KHAN
Krishna Towers 203. S.V.RD
DANSAR-(E) MUMBAI - 68



एनन-७
दस्तावेज क्रमांक 68/103
१५/३५

35. In case of any change in address the Purchaser shall forthwith notify the same to the Promoters and if the Purchaser commits default in communicating the new address, the Purchaser alone will be responsible for non receipt of any communication from the Promoters and any such communication shall be deemed to be received.

36. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES, hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective Terrace Flat Purchaser the said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the Society or as the case may be the Limited Company.

37. The Building in which the Purchaser has agreed to acquire the said premise shall always be known as ASMITA ASCON ACRES I.

38. The Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder.

39. The Purchaser shall pay 2% of the Purchase price as brokerage to the selling agents appointed by the Promoters.

40. The Original Owners through their constituted attorney hereby confirm that the Development Agreement executed by them in favour of the Promoters is valid and subsisting and this Agreement is executed by their Constituted Attorney in token of Confirmation.

41. The Flat/Shop/Office/Garage purchaser do hereby expressly agree that the Builder/Developer & Promoter shall have exclusive rights over the terrace of the Building/s for use of any hoarding, advertising or any permissible use for commercial exploitation and that the Flat/Shop purchaser or the Common Organisation shall not object for such use by the Builder/Developer & Promoter. The Flat/Shop purchaser agrees that the right to put any Hoarding or advertisement or any such Act of commercial exploitation in the Open space or on the outer wall of the Building or part of the building or any wing would be that of the builder/developer & promoter. The Builder/Developer & Promoter shall not pay any monthly maintenance for ever to the Co-op. Hsg. Soc. as when it is formed.



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दस्तावेज क्रमांक १०३
११/३५

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DETAILS OF PAYMENT

Date	Particulars	Amount

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बस्त नमांक 1080 / 02
१६ / ३५

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THE SCHEDULE ABOVE REFERRED TO

All the piece or parcel of land ground lying being and situated at Village Bhayandar, Taluka and District Thane, bearing Bhayander Old Survey No. 508(P), 510/3(P), 513/4(P). All N. A. Plots Nos. 15, 16, 17, 18, 19, 20, 21 (A) (B) (C), 24, 25, 26 and 27 of the layout of lands at Bhayandar approved and sanctioned by the Sub-Divisional Officer, Thane in respect of new Bhayandar Survey Nos. 96/3(P), 97/4(P) and 101(P) and which plot of land admeasures total of 9598.75 Sq. yards.

SIGNED, SEALED AND DELIVERED by
the Withinnamed "PROMOTERS"
M/s. ASMITA CONSTRUCTIONS PVT. LTD.
in the presence of

i) [Signature]
ii) _____

SIGNED, SEALED AND DELIVERED by the
withinnamed "PURCHASER"

MR MOHD Yunus MOHD
TSSA

in the presence of.....

i) [Signature]
ii) _____

For ASMITA CONSTRUCTIONS
PVT. LTD.

[Signature]
DIRECTOR

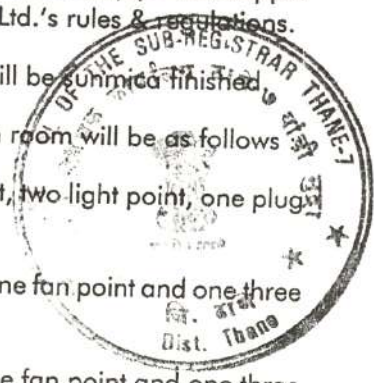
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ब.स. नं. १०१/०३
१५/३५

ANNEXURE - E

ITEMS	PARTICULARS
1. BUILDING	: The Building will be of R.C.C. frame structure on pile foundation, with common under ground and overhead water tank.
2. FLOORING	: Living Room & Passage will be provided will granite tiles & other rooms with Ceramic tiles. In bath room flooring will be of Tander/Kota tiles with full glazed tiles dado. In W.C. flooring will be of glazed tiles with 4'-0" high dado.
3. KITCHEN	: Raised cooking platform with built in sink, Top finished with marble and sink finished with glazed tiles, above kitchen platform dado of glazed tiles 1'-6" high will be provided.
4. DOORS	: Main entrance door shall be finished with veneer ply from outside and commercial ply from inside coated with oil paint with one night latch and one magic eye. All internal doors will be flush door with both side commercial ply and/or pannel door painted both side with oil paint. All fixture and fittings will be of good quality Aluminium.
5. ELECTRICAL	: (a) Electrical main wiring in conduit pipe with copper wiring as per B.S.E.S. Ltd.'s rules & regulations. (b) All electrical boards will be sunmica finished (c) The light point in each room will be as follows Living room : One fan point, two light point, one plug point. Bedroom : Two light point, one fan point and one three Pin Plug Point. Kitchen : Two light point, one fan point and one three Pin Plug Point. Bathroom : One light point and one domestic point. W. C. : Passage and one light point.



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१८/३७

6. PAINTING : Building will be painted with water proofing cement Paint from outside and white wash from inside.
7. WATER PROOFING : All W. C. Bath and terrace shall be water proofed by good quality water proofing materials.

All internal Plumbing of good quality will be provided.

SHOPS

- 1) BUILDING : The building will be of R.C.C. frame, structure on Pile foundation with under ground and overhead water tank.
- 2) FLOORING : Flooring will be provided with good quality grey marble mosaic tiles with skirting.
- 3) DOOR : One main door rolling shutter.
- 4) ELECTRICAL : (a) Electrical main wiring in conduit pipe with copper wiring as per B.S.E.S. Ltd.'s rules and regulations.
(b) Electrical board will be sunmica finished.
(c) The light points will be as follows:
One fan point, two light point, one three pin Plug point one domestic point.
- 5) PAINTING : Building will be painted with water proofing Cement paint from outside and white wash from inside.



Z. M. Shaikh

B. Sc. LL. B.

ADVOCATE HIGH COURT

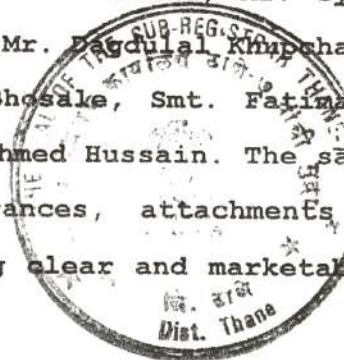
Office & Residence :

MOTIRAM MHATER BUILDING
3RD FLOOR, BELAPUR ROAD,
KALWA, THANE - 400 605.

Date : 1-9-2001

TITLE CLEARANCE CERTIFICATE

It is certified after investigation from the records of the Sub-Registrar Thane from 1957 to 2001 and other relevant revenue record that the N. A. Plot No. 15, 16, 17, 18, 19, 20, 21 (A), (B), (C), 24, 25, 26 & 27 in old S. No. 508 (P), 510/3(P), 513/4(P) corresponding new S.No. 96/3(p), 97/4(p), 101(p), admeasuring 600.00 sq. yards, 600.00 sq. yards, 600.00 sq. yards, 640.00 sq. yards, 551.75 sq. yards, 600.00 sq. yards, 3237.00 sq. yards, 970.00 sq. yards, 600.00 sq. yards, 600.00 sq. yards, 600.00 sq. yards respectively situated at Bhayander (Mira Road East) are the absolute property of Mr. Mazhar Hussain Zahur Abbas, Mrs. Zakia Sharif Ahmed Sharif, Mr. Asalamkhan Hasan Khan, Mr. Bapurao Krishnaji Petkar, Mr. Mohd. Rafiq Zama, Mrs. Mira Shantaram Patil, Mr. Syad Mazar Hussain, Mr. Mohd. Hussain, Mr. ~~Dagdulal Khapshand~~ Shah, Mrs. Prabhavati Yeshwant Bhosake, Smt. Fatimabi Mohd. Pasha and Mrs. Zakrabegam Ahmed Hussain. The said land is free from all encumbrances, attachments & reasonable doubts. All are having clear and marketable title to the said lands.



Z. M. Shaikh

Dated this 1st day of Sept. 2001

(Z. M. SHAIKH)

ADVOCATE

ट न न - ७
दस्तावेज नं. १०१०३
२० / २०

पि. नं. ११
[६.५१० दिनांक २६/१०/१९६६]

सदर
गोसावत कुशाजी वरेल

प्लॉट नं. १५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

सदर
गोसावत कुशाजी वरेल

पि. नं. २२
[६.५१० दिनांक २६/१०/१९६६]

सदर
गोसावत कुशाजी वरेल

प्लॉट नं. १५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

सदर
गोसावत कुशाजी वरेल

पि. नं. ११
[६.५१० दिनांक २६/१०/१९६६]

सदर
गोसावत कुशाजी वरेल

प्लॉट नं. १५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

सदर
गोसावत कुशाजी वरेल

पि. नं. २२
[६.५१० दिनांक २६/१०/१९६६]

सदर
गोसावत कुशाजी वरेल

प्लॉट नं. १५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

प्लॉट नं.	प्लॉट का. नं.	प्लॉट का. नं.	प्लॉट का. नं.
१५१५	१५१५	१५१५	१५१५

सदर
गोसावत कुशाजी वरेल

Sub-Registrar
Dist. Thane

टन नं. ७
६५१०/१०३
२/३७

गा. न. नं. ७, ७अ व १२

ब. न. ३०५ दिनांक ७/११/१९७१

बदलवा ३७५१

गा. अखिल

मालका जिला

दर १२५

मालका

पुत्री अन्धा

पति अन्धा

पत्नी

क्र.	पुनः मूल्य	दिनांक	दिने मूल्य	दिने मूल्य
१	२०००	११/११/७१	२०००	२०००

मालका व पुत्री अन्धा २०/११/७१

गा. न. नं. ७, ७अ व १२

ब. न. ३०५ दिनांक ७/११/७१

बदलवा ३७५०

गा. अखिल

मालका जिला

दर १२५

मालका

पुत्री अन्धा

पति अन्धा

पत्नी

क्र.	पुनः मूल्य	दिनांक	दिने मूल्य	दिने मूल्य
१	२०००	११/११/७१	२०००	२०००

मालका व पुत्री अन्धा २०/११/७१

गा. न. नं. ७, ७अ व १२

ब. न. ३१० दिनांक ११/११/७१

बदलवा ३७५१

गा. अखिल

मालका जिला

दर १२५

मालका

पुत्री अन्धा

पति अन्धा

पत्नी

क्र.	पुनः मूल्य	दिनांक	दिने मूल्य	दिने मूल्य
१	२०००	११/११/७१	२०००	२०००

मालका व पुत्री अन्धा २०/११/७१

गा. न. नं. ७, ७अ व १२

ब. न. ३१० दिनांक ११/११/७१

बदलवा ३७५०

गा. अखिल

मालका जिला

दर १२५

मालका

पुत्री अन्धा

पति अन्धा

पत्नी

क्र.	पुनः मूल्य	दिनांक	दिने मूल्य	दिने मूल्य
१	२०००	११/११/७१	२०००	२०००

मालका व पुत्री अन्धा २०/११/७१

THE REGISTRAR OF THE SUB-REGISTRAR THANE

द न न - ७

द न न १८० / १०२

२३ / ३५

गा. नं. ७, ७ अ व १२

सं. ११०० दिनांक २६/१२/२०१०

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१	...	...	...
२	...	...	...

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१
२

सं. ११०० दिनांक २६/१२/२०१०

गा. नं. ७, ७ अ व १२

सं. ११०० दिनांक २६/१२/२०१०

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१	...	...	...
२	...	...	...

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१
२

सं. ११०० दिनांक २६/१२/२०१०

गा. नं. ७, ७ अ व १२

सं. ११०० दिनांक २६/१२/२०१०

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१	...	...	...
२	...	...	...

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१
२

सं. ११०० दिनांक २६/१२/२०१०

गा. नं. ७, ७ अ व १२

सं. ११०० दिनांक २६/१२/२०१०

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१	...	...	...
२	...	...	...

सं. ११०० दिनांक २६/१२/२०१०

सं.	विवरण	मूल्य	वर्ग
१
२

सं. ११०० दिनांक २६/१२/२०१०

ट न न - ७

वस्तु क्र. ७४०१ ०३

२४/३७

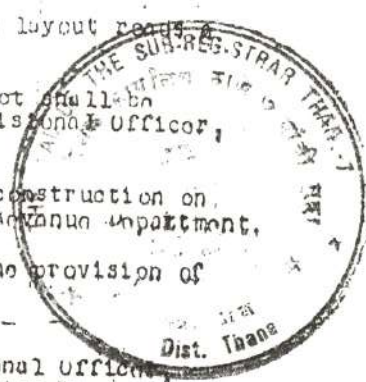
Office of the Sub-Divisional
Officer, Thana Division, Thana,
Date 26/3/1973

Re: Application of Shri Simao Jao Ghonsal, Alis Jao Pirel and
Ukechana Tarachand son of Amindar Taluka Thana.

Re: S.D.L.P. Thana's letter No. WAP, Bhadrinar 819 dt. 22.2.73.

The Sub-Divisional Officer, Thana, Thana is hereby pleased to
approve the accompanying lay-out in the name of Shri/Smt. Simao Jao Ghonsal
and 2 others. Village Amindar Dist. Thana for land 74, 112.50
measuring sq. Yds. from S. No. of village
Taluka Dist. Thana subject to the following conditions:-

- 1) They shall use the above mentioned lands for residential
purpose only.
- 2) They shall not make any additions or alterations in the appro-
ved lay-out or sub-division of any of the plots without approval
of Sub-Divisional Officer, Thana Dist. Thana and do not also dispose of
the plot by sale, mortgage, or lease etc. without prior permission
of the undersigned.
- 3) No construction shall be carried out without obtaining n.a.
permission and approval of the site plan from the Sub-Divisional
Officer, Thana Division, Thana.
- 4) The applicants shall get the plots demarcated and measured
through the agency of the S.D.L.P. Thana prior to disposal of the
plot.
- 5) No plot shall measure less than 5000 sq. feet after actual
demarcation of the site.
- 6) The built up area on each plot should be restricted to 1/3 rd
of the total area of each plot.
- 7) The front and rear margin should be 15 feet and side margin
should be 10 feet.
- 8) All the building construction on the above plot shall be in
accordance with the general building regulations prescribed by
Government from time to time.
- 9) The owners will be liable to pay the taxes, assessment etc. which
will be levied by Municipal Council or any public body.
- 10) They shall not dispose of any plot unless the layout roads
are constructed.
- 11) No plot shall be further sub-divided or no plot shall be
consolidated without previous permission of Sub-Divisional Officer,
Thana Division.
- 12) The detailed building plans showing proposed construction on
each of the layout plots shall be got approved by Revenue Department.
- 13) The approval of lay out shall be subject to the provision of
the Land Revenue Code and Rules thereunder.



Sub-Divisional Officer,
Thana Division, Thana,

To,
Shri. Simao J. Ghonsal, and 2 others of Bhadrinar Taluka Thana

LR/PL
7.11.70.

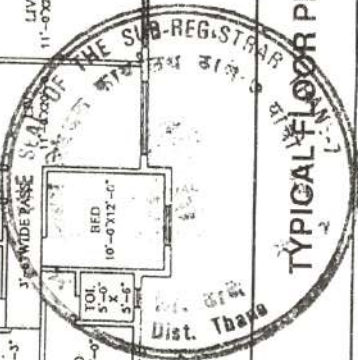
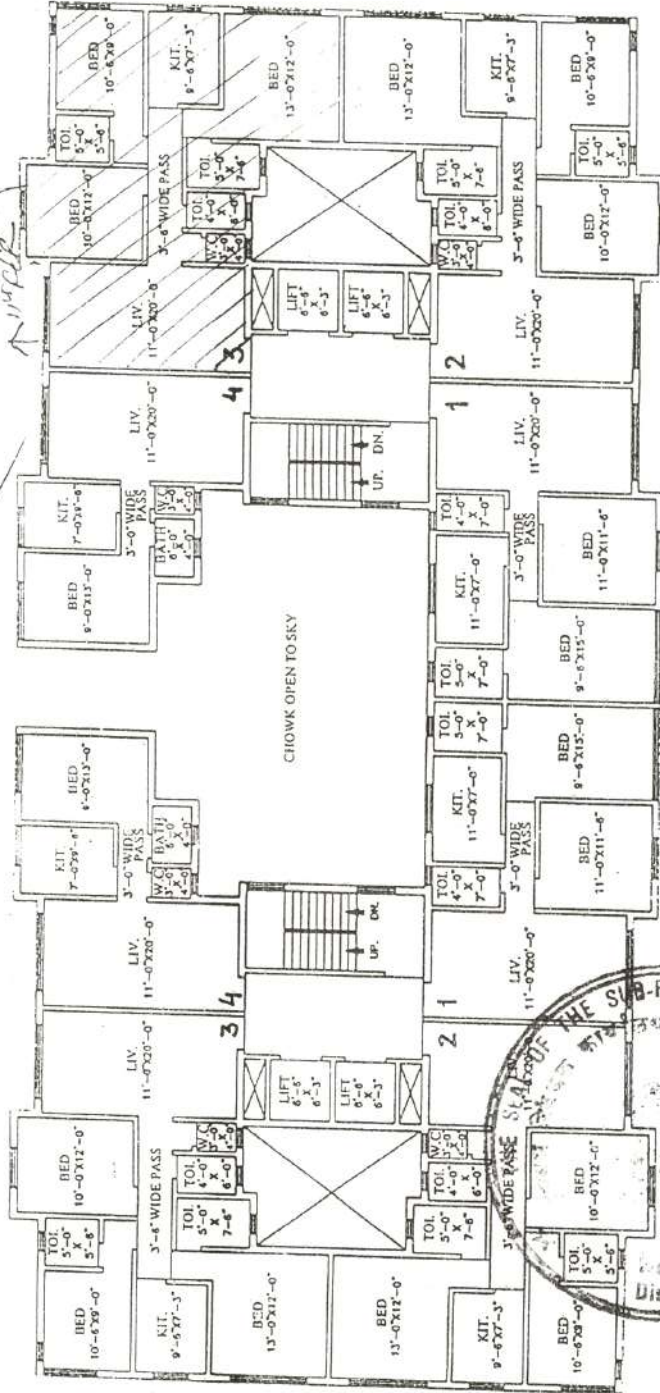
२५५-७
१०३
२९/३०

ASCON ACRES -1

B WING

A WING

Flat No 1103A



স্বত্ব-৩
স্বত্ব নং ৬৪০১০৩
২৫/৩৬

TYPICAL FLOOR PLAN (1st., 2nd., 3rd., 5th., 6th., 7th., 9th., 10th., 11th.)

दुखनी : ८१९ २५५२
८१९ २८२८
१४००
२००५

मिरा भाईंदर नगरपालिका परिषद

मुख्य कार्यालय भाईंदर (प.)

छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०९ १०१.



नपा/वर १६ ३१९ १९५-९९

दिनांक १५/०५/१९

सविनावा म्होमे सँड असो.

रसीक उपार्जिमेंट सोर रोड

शेरेगाव (पूर्व) मुंबई - ४०० ८६३

विषय : मिरा भाईंदर येथील सर्व्हे नं. ५०८/९, ५१०/९, ५१३/४/९ अंश १५ ते २५ व २४ ते २७ मोजे भाईंदर चे नियोजित बाधकामाच्या नकाशांना प्रारंभिक मंजूरी मिळणे बाबत

संदर्भ : १) आपला दि. १/४/१९ चा अर्ज.

२) मे. सक्षम प्राधिकारी, नागरी संकुलन ठाणे यांचे कडील आदेश क्र. यु. एल. सी./टी.ए./भाईंदर एस. आर. ५०८ दि. २०/०५/१८ व दि. २९/११/१५ ची मंजूरी.

३) मिरा भाईंदर नगरपालिका परिषद जा.क्र. ५६२९/१९-१० दि. ४/१९१० व ३१२५५/१०-१३ दि. १८/१२/११ ची वाधकाम मंजूरी.

महाराष्ट्र प्रतिराजक व नगररचना अधिनियम १९६६ च्या कलम ४५/६९ अन्वये व महाराष्ट्र नगरपालिका अधिनियम ६५ च्या कलम १९ अन्वये विकास कार्य करण्यासाठी, परवानगी मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर येथील मोजे - भाईंदर नं. ५०८/९, ५१०/९, ५१३/४/९ अंश १५ ते २५ व २४ ते २७ नकाशांना हिच्या रंगाने दुरुस्त्या दर्शावल्याप्रमाणे खालील अटीस अधिनियम अन्वये मंजूरी देणेत येत आहे.

- १) सदरची मंजूरी अंतिम नाही. ती तात्पुरत्या स्वरूपाची आहे.
- २) सदर भूखंडांना बापर फक्त राहवासासाठीन करण्याचा आहे.
- ३) मंजूरी नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची जिल्हा निरीक्षक भूमी अभिलेख ठाणे यांनी प्रमाणित केल्या नकाशाप्रमाणे वत या कार्यालयान्या अभिलेखाथं दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.
- ४) सदर भूखंडांचा उपाविभागणी इकडोल पूर्वपरवानगीशिवाय करणेची नाही.
- ५) या जागेत आजूबाजूला जे पूर्वीचे नकाशा मंजूर झाले आहेत, त्याचे रस्से हे सदर नकाशातील नकाशांशी प्रत्यक्ष मोजणीचे व सिमांकना वेळी सममत वृत्तणे आवश्यक आहे.
- ६) मे. जिल्हाधिकारी तो, ठाणे यांचेकडील अर्जांक परवानगी घेऊन त्यानंतर नगरपालिकेची बाधकाम परवानगी घेतल्याशिवाय जागेवर कोणत्याही प्रकारचे बाधकाम नालू करू नये.
- ७) नागरी अधिनियम १९७६ चे कार्यक्षमतेत तरतुदीना कोणत्याही प्रकारे बाधा येता कामा नये.
- ८) जेव्हा आजूबाजूच्या जागेतील नकाशा मंजूर होतील त्यावेळी सदर नकाशातील सलगीत रस्ते सर्वांसोटी वुले ठेवणे आवश्यक आहे.



द. नं. ७
४०१०३
१५/३०

शिल्लकी दुरुव्यावहारा वाट उत्पन्न झाल्यास त्यास अर्जदार जबाबदार राहिल. तसेच वरील जागेचा मार्ग असल्याची व जागेच्या हद्दी जुळण्याची जबाबदारी अर्जदार यांची राहिल.

रेखांकनातील रस्मे, गटार अर्जदारांमार्फत नगरपालिकेच्या नियमाप्रमाणे पूर्ण करून विनामूल्य विनाअट ताब्यात देण्याच्या आहेत. तसेच खुर्ची जागा (ओपन स्पेस) विक्रीसाठी करून नगरपालिकेच्या ताब्यात विनाअट देण्याच्या आहेत. रेखांकनातील खुर्च्या जागांचा नगरपालिकेच्या अनुज्ञेय बांधकामासाठी वा सार्वजनिक वापरसाठी उपयोग करणेस मान्यता देणेची आहे. तसेच अन्य सार्वजनिक संस्थेचे वा सार्वजनिक वापरसाठी वाई करणेस झाल्यास त्यासहा मान्यता देणेची आहे. परकी रस्मे फाल्गुनाशिवाय व मोकळ्या जागा विक्रीसाठी केल्याशिवाय भोगवटा प्रमाणपत्र दिले जाणार नाही.

बांधकाम चालू करणेपूर्वी जागेवर नियोजित बांधकामाचे नुन्याने लाईन आऊट करून मॉर्जन घाबत नगरपालिकेची खात्री करून घ्यावी व त्यानंतर त्याबाधकाम सुरुवात करावी. तसेच फौजदार झाल्यावर वा नगरपालिकेकडून तपासून घ्यावी व सतराची फौजदार नगरपालिकेकडून मंजूर केल्यास फौजदारी असल्याबाबतचा दाखला घेतल्यानंतर फौजदारने काम चालू करण्यात यावे. तसे व झाल्यास ही मंजूर रद्द करण्यात येईल व फौजदार नगरपालिका जबाबदारी अर्जदारावर राहिल.

1. इमारतीस उद्बाहता, अग्निशामक तरतूद पाळ्याची जमनीवरील व इमारतीवरील अशा दोन टाक्या दोन इलेक्ट्रीक पंपसेटसह तरतूद केल्यास असता पाहजे.
2. नगरपालिकेचा सुधारित पाणीपुरवठा योजना मंजूर होऊन कार्यान्वित होईपर्यंत नळ कनेक्शन देण्यात येणार नाही.
3. नियोजित इमारतीसाठी आवश्यक असणाऱ्या पिण्याच्या पाण्याची सोय तसेच सांडपाण्याची सोय व मैला विनर्जनाची व्यवस्था प्रत्यक्ष वापरापूर्वी अर्जदारांमार्फत केली पाहजे.
4. इमारतीसाठी पाईल फौंडेशनची तरतूद आवश्यक आहे व सतराचे पाईल फौंडेशन कामाबाबत संबंधीत वास्तुविभागात व आर. सी. सी. म्येश्यालिस्ट आंधरते यांचे प्रातज्ञापत्रक गोबत जोडणे आवश्यक आहे.
5. संबंधित तामनुविधारदार्ते व आर. सी. सी. तज्ञ यांनी त्या बांधकामाची पाईल फौंडेशनची जबाबदारी घेणे आवश्यक आहे.
6. बांधकाम मंजूर झाल्यानंतर प्रथम पाईल फौंडेशनची पूर्तता करून त्याबाबत नगरपालिकेची खात्री पटवून देणे आवश्यक आहे व तशी प्रकारने दाखले संबंधित वास्तुविभागात यांनी दिल्यानंतर व नगरपालिकेची खात्री पटल्या नंतर फुडील बांधकाम चालू करण्यास परवानगी देण्यात येईल.
7. अर्जदारांमार्फत स. न. वि. न. मीजे, नगरपालिका मजूरी, विल्डिंगे नाव, आर्किटेक्टचे नाव, अक्षांशक मंजूरी दर्शोवणारा फलक प्रत्यक्ष जागेवर लावावा.
8. अर्जदारांमार्फत १ हे. मध्ये २५० गंधवाशी पाळे या नियमाचा फायदा घेतला असल्यामुळे सर्व इमारती पूर्णपणे सुरु झाल्यावर प्रत्यक्ष इमारतीतील एकूण मर्यादांची पंजीकृत सस्था स्थापन करणे आवश्यक आहे.
9. इमारतीचे नियोजित बांधकाम हे तळमज्जातयट व त्यावर अर्जदार नगरपालिका मजुरीसह जमल जमू नये.
10. या मजुरीची मुदत दि. १५/०५/१९ पासून दि. १५/०५/१९ पर्यंत राहिल. याबाबतची वरील अटीची पूर्तता करणे अंतिम मंजुरीसाठी लेखी अर्ज करणेचा आता सतर मजुरीचे जास्तोत जास्त दोन वेळा नुतनीकरण करणेत येईल.
11. या पूर्वी मंजूर झाल्यास पत्र क्र. ५५२२/१९-२० दि. ४/११/२० व जी. व. ३९२५/२०-१९ नसा व १९/१९/२० नसा व न तापत आताही मंजूर रद्द करणेत येत आहे. सतर केलेला माहारा सुकोना अथवा तदुशापूर्व करणारी अथवा कोना भाडकून आल्यास तसेच करणेत येणारी कोनात्याहा अटीसही उल्लंघन झाल्यास परवानगी रद्द करण्यात येईल.



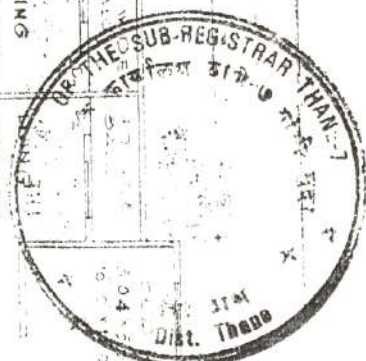
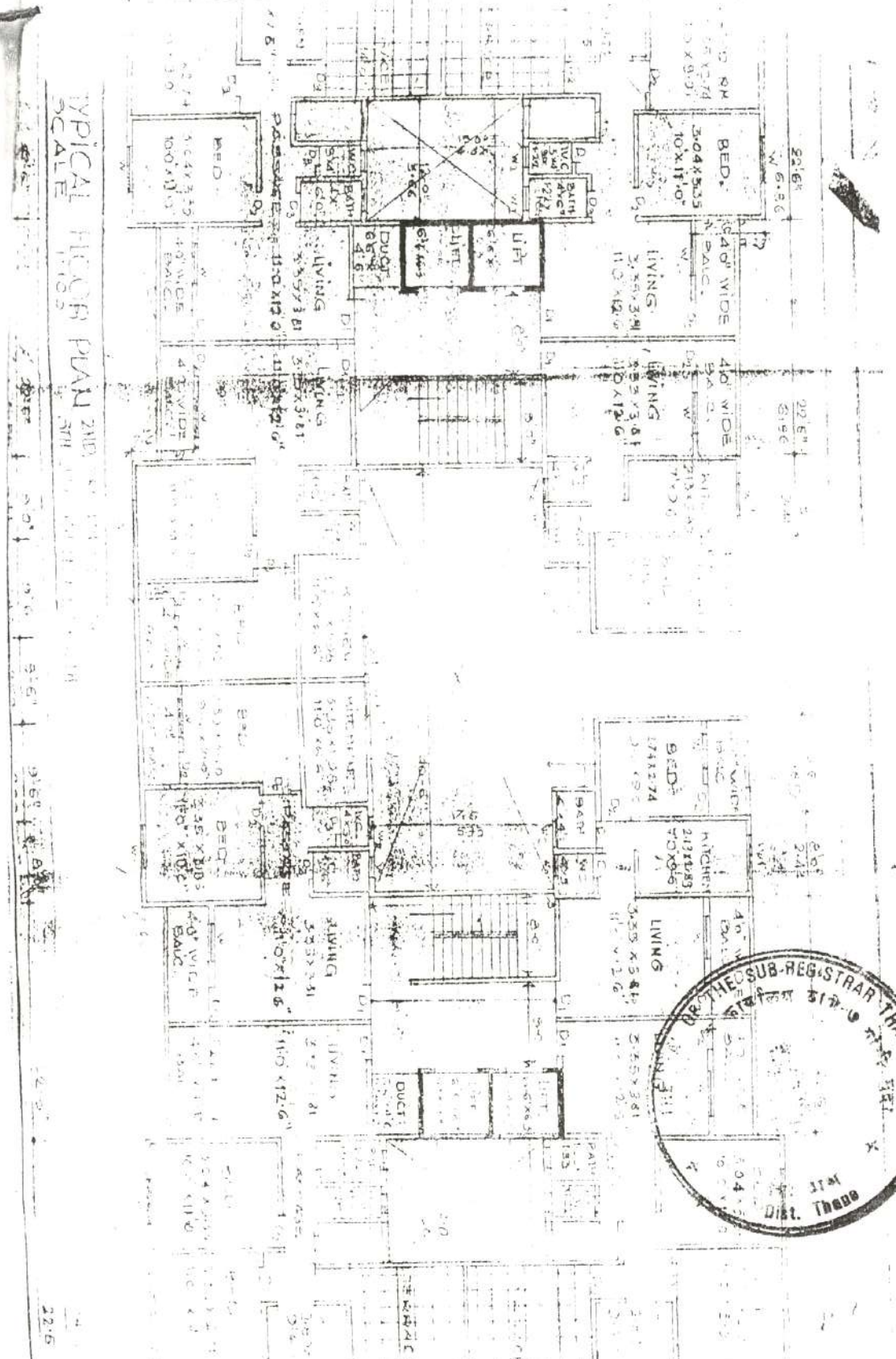
कृ. न. ७
 २५/३६



पुढ्याधिकारी
 मिरा भाईदर नगरपालिका

अर्जदार
 सहायक

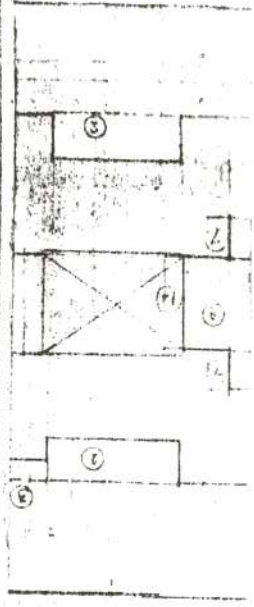
TYPICAL FLOOR PLAN AND SCALE



टनन-७
 वसा नं. ६८०/०२
 २४/३०



नमूना नं. १९६/३९६/६६
 दि. १०/०५/९६
 राज. लोकतंत्र विभाग
 महाराष्ट्र शासन / मा - इच्छा
 राज्याध्यक्ष, मुंबई शहर
 मुंबई शहर नगरपालिका परिषद



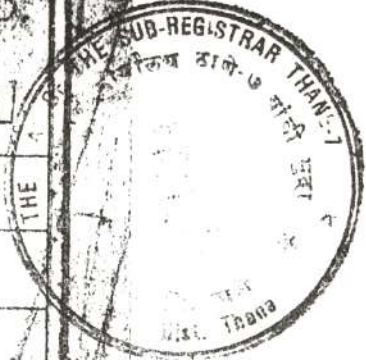
REMARKS.

SCHEDULE OF DOORS & WINDOWS		
TYPE	SIZE	PARTICULARS
D1	1.06 X 2.13	T.W. FLUSH DOOR
D2	0.91 X 2.13	T.W. PANELLLED DOOR
D3	0.75 X 1.98	"
W1	1.37 X 1.22	T.W. GLAZED WINDOW
W1	1.22 X 1.22	"
W2	0.60 X 0.91	T.W. GLAZED LOUVERD WINDOW

DESCRIPTION OF PROPOSAL & PROPERTY
 PROPOSED BUILDING ON PLOT NO. 50
 27 OF APPROVED LAYOUT ON S.NO.
 508 TO 513 OF BHAYANDAR,
 DIST. THANE. AT MIRA ROAD [EAST]

NAME OF OWNER
 M/S ASHITA CONSTRUCTIONS PVT. LTD.

JOB NO	DATE	SIGNATURE OF OWNER
DRAWING NO	SCALE	A VINASH MIHATRE ARCHITECT & ENGINEER Res: 9 Heist Apartment, Opp. Pius College, Aurrey Road, Goregaon (E), Bombay-400 063. Tel: 8730428 Off: 101, "West View" A-2/Sector-2, "Shree" Nagar, 100, D.P. Rd., Mira Road (E), Dist. Thane-401 107. Tel: 609 1447
NORTH LINE	DRAWN BY	
	CHECKED BY	



नं. ७
 दि. १०/०५/९६
 ३०/३०

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मई.
Gen 113 me.

मूळ प्रत [अहस्तांतरणीय]
ORIGINAL COPY [NON TRANSFERABLE]

CHNO-74

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place.....*Dhuyandor* दिनांक/Date.....*3/2/03*.....

Received from *Mr. Mahanamed. Y. Khan* यांच्याकडून/

रु./Rs.....*82,090/-* (रुपये/Rupess. *Eight-Two Thousand*)
Ninety only याकरिता मिळाले.

on account of *2001*

रोखपाल वा लेखापाल
Cashier or Accountant.

[Signature]
(सही/Signature)
(पदनाम/Designation)



टनन-७
एसा क्रमांक 80102
39 / 24

50 Rs.



विशेषी विचार-वेळकान घोरपस
काली घाटे मी. व. घाटे

क्यास- 3090 2/100 रु.

मि. 12 JUL 1995

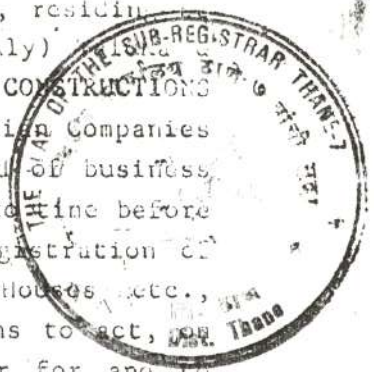
सं. 10 (वे. म. म. विभाग)



SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME THAT:

I, SIRSI SYED HUZAFFAR HUSSAIN, age 29 years, residing at Plot No. 7, Nazar Manzil, Mira Road (East) (W.Kly) District: Thane 401 107, director of M/S. ASHITA CONSTRUCTIONS PRIVATE LIMITED., a company registered under Indian Companies Act, 1956, do hereby inform that due to overload of business work, I am not able to present/attend from time to time before the Sub-Registrar of Thane, for signing the registration of the agreement for sale of Flats/Shops/Low Houses etc., therefore, I intend to appoint appropriate persons to act, on my behalf as my attorney for me and to appear for and to represent me before the Sub-Registrar of Thane.



इन न-७
दिनांक 10/8/01
32/30

.. 2 ..

WHEREAS I, therefore, hereby authorise, engage, appoint, empower, nominate and constitute MR. AVINASH VILAS KAMDALKAR age 23 years, an adult, residing at Jesal Mahal 1/25, Jesal Park, Dnyanesh (E), Dist-Thane. ~~AND MR. RAJESH KAMDALKAR~~ ~~MR. RAJESH KAMDALKAR~~ age 27 years an adult residing at Jew N.R.I. Colony, Bldg. No. 3/47 Madkarni Park, wadala (E), Bombay-400 037 to be my true and lawful constituted attorney to do the following acts, deeds, things, matter that is

NOW THIS SPECIAL POWER OF ATTORNEY WITNESSETH AS UNDER:-

1. To appear and represent on my behalf before the Sub-Registrar, of Thane for the purpose of registration of Agreement for Sale of Flats/Shops/Row Houses, to present and admit the execution made by me.
2. To sign pending administration of Agreement for sale and the registration of the Agreement for the sale of Flats/Shops/Row houses etc.



ट न न - ७
दस्तावेज नं. १०१ ०३
३३ / ३५

I HEREBY UNDERTAKE TO VERIFY AND CONFIRM all such acts, deeds, things, matters as my duly Constituted Attorney shall do or cause to be done, shall be construed as acts, deeds, things, matters done by me in person, as if I was personally present:

IN WITNESS WHEREOF I the executant MR. SYED MUZAFFAR HUSSAIN has signed this Special Power of Attorney on this 19th day of Sep^r 1994.

SIGNED, SEALED AND DELIVERED)
AT THANE DATED THIS 19th DAY)
OF September 1994)
IN THE PRESENCE OF)

FOR ASMITA CONSTRUCTION PVT LTD.

 FOR ASMITA CONSTRUCTION PVT LTD.
DIRECTOR

DIRECTOR

before me,



Before Me


NOTARY

GANESH B. BHATRE

Notary & Notary Public
SUYASH NAGAR, THANE

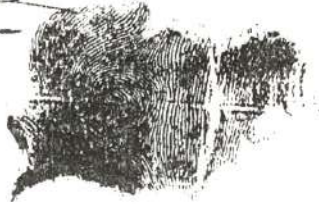


NOTARIAL RECEIPT
Sr. No. 303/94
Date 19 SEP 1994



टनन-७
दस्तावेज नं. ४०१/०३
३४/३७

DIRECTOR



१८९४
१९९४

कमर मुख्यत्वारथम बाज दिनांक... १९ सप्टेंबर
रोमी श्री... संजय द... मुजफ्फर हुसैन
... व... २६... ए... कोर... १६... नास... म... म...
... मि. ता... १... १३... ए... ६... काती मास्का समता सही
कल दिने व लोभ्या बोळसी विपकी. ① श्री. हेमाकांत हरिचंद्र हायस्कर नम- २२
... कोकरी, पो. ओरगाव ② श्री. रघुनाथ हायस्कर नम- २८, कोकरी
... ब्राह्मण व... १...

कमुकभाक नं. ५/-

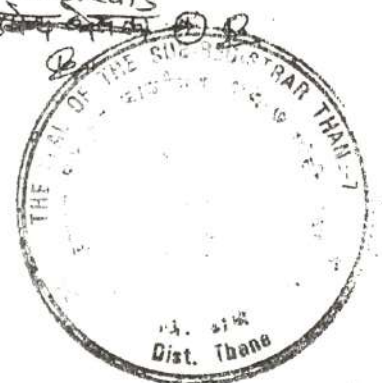
मुख्यत्वारनाका कवन विपना
अपकीपी बोळस देणाक
लयापकी...

①. #dchk

२६/९४

सदरच्या मुख्यत्वार अजुमाजात... मध्ये नवट दान
पुष्ठाच्या पहीलया व पुण्या ओकी हातात खिल्ल्या
आहेत -
पुष्ठ प्र. २ का. कात फुल्लोच्या ओकीमध्ये ख्यास्कोड
... संख्या ①

Qam
मुख्य दिवसक, २६/९४



सन नं. ७
वस्तु नं. ६४०/०३
३५/३५



02/2003

दुस्यम निबंधकः

दस्त गोषवारा भाग-1

दनन7

दस्त क्र 740/2003





12:59 pm

ठाणे 7

36130

सक्रमांक : 740/2003

सत्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
नाव: माहम्मद युनुस मोहम्मद इसा - पत्ता: घर/फ्लॅट नं: 203 गल्ली/रस्ता: एस.व्ही रोड ईमारतीचे नाव: कृष्णा टॉवर ईमारत नं: - पेट/वसाहत: - शहर/गाव: बहिसर तालुका: - पिन: -	लिहून घेणार वय 32 सही	 6209 - 16216	
नाव: मै. अरमीता कस्तूरन कं.चे भागीदार मुझफ्फर हुसेन पत्ते कु.मु. अविनाश व्ही कांदळकर पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: मिरा रोड ताल	लिहून देणार वय 30 सही	 6209 - 16216	



दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 1



दस्त गोषवारा भाग - 2

टनन7

दस्त क्रमांक (740/2003)

30130

दस्त क्र. [टनन7-740-2003] चा गोषवारा
बाजार मुल्य :1538537 मोबदला 1225000 भरलेले मुद्रांक शुल्क : 82070

पावती क्र.:740 दिनांक:10/02/2003
पावतीचे वर्णन
नाव: मोहम्मद युनूस मोहम्मद इसा -

दस्त हजर केल्याचा दिनांक :10/02/2003 12:38 PM
निष्पादनाचा दिनांक : 05/02/2003
दस्त हजर करणा-याची सही :

15420 :नोंदणी फी
740 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्क
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

16160: एकूण

दु. निबंधकाची सही, ठाणे 7

दस्ताचा प्रकार :25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 10/02/2003 12:38 PM
शिक्का क्र. 2 ची वेळ : (फ्री) 10/02/2003 12:41 PM
शिक्का क्र. 3 ची वेळ : (कबुली) 10/02/2003 12:42 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 10/02/2003 12:42 PM

दस्त नोंद केल्याचा दिनांक : 10/02/2003 12:42 PM

ओळख :

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

1) मोहम्मद फारुक इसा - ,घर/फ्लॅट नं:-

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: दहिसर

तालुका: -

पिन: -

2) सलीम- पटेल ,घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: मिरा रोड

तालुका: -

पिन: -

दु. निबंधकाची सही
ठाणे 7

प्रमाणीत करणेत येते की,
था दस्तामध्ये पदार्थ. (3.4.) चाने आहेव
दुसरा निबंधक ठाणे-01



दस्ता क्रमांक 09
... 06.00 ...
दुसरा निबंधक ठाणे क्रं. 0
... 90 ... 02 ... सत 2009