

7114272

पावती

Original/Duplicate

Tuesday, December 04, 2018

नोंदणी क्र.: 39M

11 59 AM

Regn.: 39M

पावती क्र.: 16827 दिनांक: 04/12/2018

गवाचे नाव: चिकणधर

दम्नोवजाचा अनुक्रमांक: कलन2-14272-2018

दम्नोवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: रामराव संतोष पाटील

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1160.00

पृष्ठांची संख्या: 58

एकूण:

रु. 31160.00

जापणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
12:07 PM ह्या वेळेस मिळेल.


Joint Sub Registrar Kalyan 2

वाजार मूल्य: रु. 4673000/-

मोबदला रु. 4950000/-

भरलेले मुद्रांक शुल्क: रु. 297000/-

सह दुय्यम निबंधक वर्ग-२
कल्याण क्र. २

1) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

ईडी/धनादेश/पे ऑर्डर क्रमांक: MH008785939201819M दिनांक: 04/12/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1160/-





04/12/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कल्याण 2

दस्त क्रमांक : 14272/2018

नोंदणी :

Regn:63m

गावाचे नाव : चिकणघर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	4950000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	4673000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: कल्याण-डोंबिवली इतर वर्णन :, इतर माहिती: मौजे चिकणघर सर्व्हे नं. 103 हिस्सा नं. 2 आयुश पॅलेस ए विंग सदनिका क्र.ए 904 नववा मजला क्षेत्र 736 चौ.फुट कारपेट + 58 चौ.फुट ओपन टेरेस((Survey Number : सर्व्हे नं. 103 ; HISSA NUMBER : हिस्सा नं. 2 ;))
(5) क्षेत्रफळ	1) 736 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	1): नाव:-मे. तुलसी लॅन्ड डेव्हलपर्स तर्फे भागीदार श्री.गोपाळ बी सेंजलिया . . वय:-54; पत्ता:- प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: तुलसी पुजा, ब्लॉक नं: खडकपाडा, रोड नं: कल्याण, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AACFT9796J
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-रामराव संतोष पाटील वय:-54; पत्ता:-प्लॉट नं: बी/308, माळा नं: तिसरा मजला, इमारतीचे नाव: महावीर अपार्टमेंट 2, ब्लॉक नं: जैन सोसायटी समोर, रोड नं: संतोषी माता रोड, कल्याण प, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-ACVPP9425B 2): नाव:-सुरेखा रामराव पाटील वय:-51; पत्ता:-प्लॉट नं: बी/308, माळा नं: तिसरा मजला, इमारतीचे नाव: महावीर अपार्टमेंट 2, ब्लॉक नं: जैन सोसायटी समोर, रोड नं: संतोषी माता रोड, कल्याण प, महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-BXPPP9440N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	04/12/2018
(9) दस्तऐवज करून दिल्याचा दिनांक	04/12/2018
(10) दस्त नोंदणी केल्याचा दिनांक	14272/2018
(11) अनुक्रमांक, खंड व पृष्ठ	297000
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	30000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	
(14) शेरा	



सह दु.नि. निबंधक वर्ग-२
कल्याण क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला

(i) within the limits of any Municipal Corporation or any Cantonment area

CHALLAN
MTR Form Number-6



GRN	MH008785939201819M	BARCODE		Date	29/11/2018-13:42:02	Form ID	25 2
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Department		Inspector General Of Registration		Payer Details			
Type of Payment		Stamp Duty Registration Fee		TAX ID (If Any)			
Office Name		KLN2 KALYAN 2 JOINT SUB REGISTRAR		PAN No.(If Applicable)	ACVPP9425B		
Location		THANE		Full Name	RAMRAO SANTOSH PATIL		
Year		2018-2019 One Time		Flat/Block No.	AYUSH PALACE A WING FLAT NO 904		
Account Head Details		Amount In Rs.	Premises/Building				
0030046401 Stamp Duty		297000.00	Road/Street	CHIKANGHAR			
0030063301 Registration Fee		30000.00	Area/Locality	TAL KALYAN			
			Town/City/District				
			PIN	4 2 1 3 0 1			
			Remarks (If Any)	SecondPartyName=TULSI LAND DEVELOPERS			
Total		3,27,000.00	Amount In Words	Three Lakh Twenty Seven Thousand Rupees Only			



Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00040572018113020804	CPL2292193		
Cheque/DD No.		Bank Date	REI Date	30/11/2018-00:00:00	01/12/2018		
Name of Bank		Bank-Branch		STATE BANK OF INDIA			
Name of Branch		Scroll No. , Date		536 , 01/12/2018			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 02
Date: 2018.12.04
12:02:50 IST
Reason: Secure
Do not remove
Remarks
Location: India

Challan Defaced Date: 2018-12-04

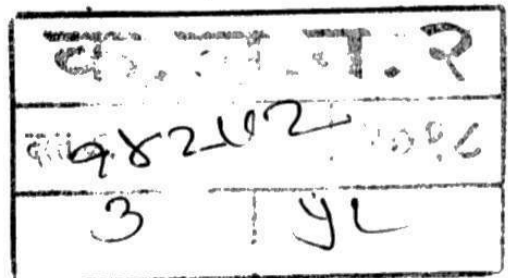
Mobile No. 9869834475
दस्तां १४२६२४०८
१ ५८

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-71-14272	04/12/2018-12:02:35	IGR125	30000.00
2	(IS)-71-14272	04/12/2018-12:02:35	IGR125	297000.00
Total Defacement Amount				3,27,000.00

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Date: 30 November 2018 09:49 PM					
मूल्यांकन वर्ष	2018				
ठाण	ठाण				
तालुका	तालुका कल्याण				
मूल्यांकन विभाग	2-16-विभाग 9 उरलेल्या भागातील मिळकती वरील विभागातील सि स न झालेल्या भागातील मिळकती				
सर्व्हे नंबर	Kalyan Dombival Municipal Corporation	सर्व्हे नंबर /न भू क्रमांक	सर्व्हे नंबर#103		
वापिक मूल्य दर तक्त्यानुसार मूल्यदर रु	निवासी सदानेका	कायलय	दुकान	औद्योगिक	माजमाफनाचे एकक चौ मीटर
	57500	65800	80100	65800	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)	75.24 चौ मीटर	मिळकतीचा वापर	निवासी सदानेका	मिळकतीचा प्रकार	बांधीव
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे वय	0 TO 2 वर्ष	मूल्यदर/बांधकामाचा दर	Rs 57500/-
उद्भावना स्थिती	आहे	मजला	5th to 10th Floor	कार्पेट क्षेत्र	68.4 चौ मीटर
Note: Sale Result of built up Property constructed after circular dt 02/01/2018					
घसा.यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	= (वार्षिक मूल्यदर * घसा.यानुसार टक्केवारी) * मजला निहाय घट/वाढ				
	= (57500 * (100 / 100)) * 105 / 100				
	= Rs 60375/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 60375 * 75.24				
	= Rs 4542615/-				
B) लगतच्या गच्चीचे क्षेत्र	5.39 चौ मीटर				
लगतच्या गच्चीचे मूल्य	= 5.39 * (60375 * 40/100)				
	= Rs 130168.5/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझिनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी				
	= A + B + C + D + E + F + G + H + I				
	= 4542615 + 0 + 0 + 0 + 0 + 130168.5 + 0 + 0 + 0				
	= Rs 4672783.5/-				

Home

Print



CHALLAN
MTR Form Number-6



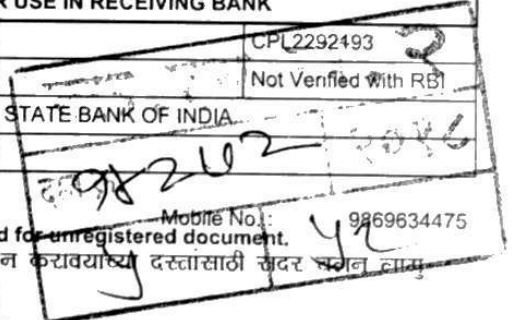
GRN MH008785939 201819M	BARCODE	Date 29/11/2018-13:42:02	Form ID 25.2
Department Inspector General Of Registration	Payer Details		
Type of Payment Stamp Duty Registration Fee	TAX ID (If Any)	PAN No.(If Applicable) ACVPP9475B	
Office Name KLN2_KALYAN 2 JOINT SUB REGISTRAR	Full Name	RAMRAO SANTOSH PATIL	
Location THANE	Flat/Block No.	AYUSHIPALACE A WING FLAT NO 601	
Year 2018-2019 One Time	Premises/Building	CHANDRANAGAR	
Account Head Details	Area/Locality	TAL KALYAN	
0030046401 Stamp Duty	Town/City/District	4 2 1 3 0 1	
0030063301 Registration Fee	PIN	4 2 1 3 0 1	
Amount In Rs. 297000.00	Remarks (If Any)	SecondPartyName=TULSI LAND DEVELOPERS-	
30000.00	Amount In Words	Three Lakh Twenty Seven Thousand Rupees Only	
Total 3,27,000.00	FOR USE IN RECEIVING BANK		
Payment Details STATE BANK OF INDIA	Bank CIN	Ref. No.	CPL2292493
Cheque-DD Details	Bank Date	RBI Date	Not Verified With RBI
Cheque/DD No.	Bank-Branch	STATE BANK OF INDIA	
Name of Bank	Scroll No. , Date	98202 2018	
Name of Branch	Mobile No. 9869634475		

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.

Patil



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Ward No. 9

Village CHIKANGHAR.

Flat area 736 sq.ft.(carpet) + 58 sf. Terrace

Mkt. Value 4673000/-

Actual Value 4950000/-

AGREEMENT FOR SALE

This Agreement is made at Kalyan

on this 4 day of December 2018

BETWEEN



S. R. Patil S. R. Patil.

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M/s. **Tulsi Land Developers**, a partnership firm having its office at Tulsi Pooja, Khadakpada, Kalyan (West) District Thane through its partner Shri GOPAL B. SENJALYA hereinafter called and referred to as the **Promoters** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being, the survivors of them/their/his/her heirs, executors, administrators and assigns) being the party of the **First Part.**

AND

① RAMRAO SANTOSH PATIL AGE = 54
② SUREKHA RAMRAO PATIL AGE = 51
aged about _____ years, occupation SERVICE. residing at B-308, MAHAVEER APT. NO.2, SANTOSHI MATA ROAD, OPP JAIN SOCIETY, KALYAN (W).

②
S.R. Patil

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators and assigns) being the Party of the **Second Part.**

WHEREAS Shri Ashok Ramchandra Bhoir and Others are the owners of and / or sufficiently entitled to all that piece and parcel of land lying, being and situated at Village Chikanghar, Taluka Taluka Kalyan, District Thane bearing Survey No. 103 Hissa No.2 admeasuring 9710 sq. metres within the limits of the Kalyan Dombivali Municipal Corporation hereinafter for the sake of brevity called and referred to as the "entire Property" and more particularly described in the First Schedule hereunder.

AND WHEREAS by and under an order passed by Competent Authority, Ulhasnagar Urban Agglomeration under No. ULC/ ULN/ 6(1)/SR-9/Chikanghar dated 21.08.1980 the said land is declared as surplus land and the necessary exemption for construction is obtained under section 20 of the said Act under No.ULC / ULN / SEC(20)/SR/5 dated 16.06.2006.



AND WHEREAS by and under the Development Agreement dated 20.06.2006 the said owners have granted the development rights in respect of the entire property to the Promoters herein at and for the price/consideration and on the terms and conditions therein contained, and in pursuance thereto said owners have also executed the power of attorney and the said Agreement and Power of Attorney were registered at the office of Sub-Registrar of Assurances at Kalyan-2 under Serial No. 3919/2006 and 3020/2006 on 20.06.2006.

AND WHEREAS in pursuance of the said agreement the Promoters herein are well and sufficiently entitled to develop the said entire property described in the First Schedule hereunder with the right

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S.R. Patil

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to negotiate and settle the claims of the occupants and holders occupying tenements situated in the said property.

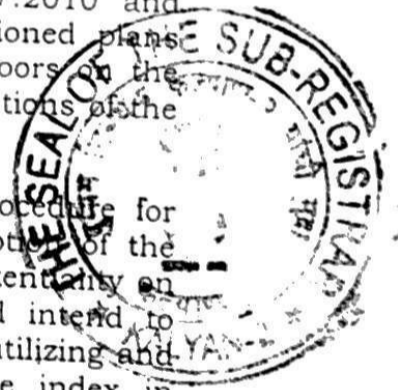
AND WHEREAS the Promoters in pursuance to the powers and authorities vested in them have followed the requisite procedure and have submitted the plan for sanction and approval on the land admeasuring 3378.63 sq. metres forming a part of the entire property and as shown on the plan annexed hereto by _____ colour and more particularly described in the Second Schedule hereunder written hereinafter called and referred to as the "said property" for the sake of brevity and the Kalyan Dombivli Municipal Corporation have granted in the interim sanction) Intimation for Disapproval) under certificate bearing No. KDMP/NRV/BP/KV/371-170 dated 12.11.2008.

AND WHEREAS further the Promoters followed the requisite procedure and got the said property converted to non-agricultural assessment under the Order passed by the District Collector, Thane under order bearing No.Mahsul/K-1/T-7/NAP/SR-76/2009 dated 24.04.2009 and further obtained commencement certificate from Kalyan Dombivli Municipal Corporation bearing No.KDMP/NRV/BP/ KV/96-48 dated 30.04.2010

AND WHEREAS the Promoters by and under the agreement dated 10.07.2010 also obtained the transferable development rights to the extent of 2787 sq. metres to be used, utilized and consumed on the said property from Smt. Bilkisbegum GulamHafiz Farid and Others under agreement dated 12.07.2010 registered at the office of Sub-Registrar of Assurances at Kalyan under serial No. 06644 on 12.07.2010 as sanctioned and approved by the Kalyan Dombivli Municipal Corporation under their letter bearing No.KDMP / NRV / VHV / 2233 dated 09.07.2010 and accordingly the Promoters intends to get the sanctioned plans revised and modified for construction of additional floors on the said property in accordance with the rules and regulations of the Municipal Corporation.

AND WHEREAS the Promoters have followed the procedure for negotiating acquisition, use, utilization and consumption of the transferable development rights to the maximum potentiality on the said entire property with potential persons and intend to develop the said entire property by acquiring, using, utilizing and consuming the maximum potentiality of floor space index in respect of the entire property and the Promoters have followed the requisite procedure under law to procure the transferable development rights on the said property referred to hereinabove.

AND WHEREAS in pursuance to the sanctioned plans and permissions, the Promoter is entitled to commence, carry out the construction work on the above referred property particularly described in the Second Schedule hereunder written.



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S.R. Patil

S.R. Patil

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AND WHEREAS the Promoters have further intended to get the said plans and specification revised, renewed and altered for consumption of remaining floor space index, transfer of development rights, staircase FSI and all other permissible FSI to be used and utilized on the said property as may be granted by the Kalyan Dombivli Municipal Corporation from time to time and further the Promoters have given the clear inspection of the plans and specifications to the Purchasers herein as regards the existing sanctioned buildings and the further proposed buildings to be constructed on the said property.

AND WHEREAS the Promoter declares that the above referred agreements permissions and sanctions are still, subsisting and completely in force;

AND WHEREAS as per the above recited agreements and permissions, the Promoter is entitled to develop the said property and carry out the construction of the proposed building at their own costs and expenses and to dispose of the residential flats / units constructed in the building on ownership basis and to enter into agreements with the purchaser and to receive the sale price in respect thereof and upon such disposal of the flats / shops / office / units to convey the said land together with the building constructed thereon in favour of the cooperative housing society of all those several persons acquiring the respective flats / shops / units.

AND WHEREAS the Promoter has clearly brought to the notice and knowledge of the Purchaser that that during the course of development and completion of the said scheme of construction the Promoters will amalgamate the adjacent plots if acquired by them and accordingly the development scheme of construction will be carried out on such amalgamated property in accordance with the sanctioned plans and permissions to be granted by the concerned authorities from time to time.

AND WHEREAS the Purchaser has agreed to pay the sale price / consideration in respect of the flat / shop / unit in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and in accordance with the progress of the construction work of the said scheme.



AND WHEREAS this agreement is made in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules framed thereunder including the model form of Agreement prescribed therein.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 9 of the

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[Handwritten signature]

S. R. Panik.

K. S. S. R.	
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Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to sell, mortgage or create charge on any flats / shops / units etc., which is not hereby agreed to be sold.

AND WHEREAS by executing this agreement the Purchaser has accorded his / her consent as required under section 7 of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 whereby the Promoters are entitled to make such modifications, alterations in the buildings and structures as well as the said flats/shops/tenements/garages and garages etc., agreed to be purchased by the Purchaser and/or such other revisions, alterations or additions in the structure of the building as may be necessary and expedient and accordingly the Purchaser herein has granted his express and irrevocable consent and confirmation for amalgamation further on completion of the scheme of construction the Promoter herein will form a cooperative housing society of the buildings thereon and accordingly the conveyance thereof will be executed.

AND WHEREAS the Purchaser has accepted the title of the owner to the said property as shown in the records of right in respect thereof as well as the scheme of construction and the Promoter has brought to the knowledge of the purchaser herein and the Purchaser is aware that the Promoter during the course of completion of the entire scheme of construction will acquire additional FSI / TDR as per the rules and regulations of the Municipal Corporation and will further avail, use and consume additional floor space index thereby constructing additional floors, flats and units in the said scheme of construction and will get the plans, amended, revised, modified as the Promoter may deem fit and proper and further shall also acquire additional adjacent lands and carry out the development on such amalgamated properties and the Promoters may deem fit and proper and the Purchaser has accorded his / her express and irrevocable consent for the same.

AND WHEREAS the Promoter has provided to the Purchaser the copy of exemption order, sanctioned plans, permissions, approvals documents of title and have clearly brought to the knowledge of the Purchaser and the Purchaser is fully aware of the coverages, common rights as appearing on the sanctioned plans and after being fully satisfied about the same has granted his / her express and irrevocable consent for the same.

AND WHEREAS the Promoters have appointed Architect registered with the council of architects as their Architect and the Promoters have also appointed R.C.C. Consultant for the preparation of the structural designs and drawings of the building and the Promoters accept the professional supervision of the Architects and the R.C.C. Engineer till the completion of the buildings.



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AND WHEREAS while granting the permission and sanctioned plans the Municipal / Planning Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and upon due observance and performance of which only completion and/or occupation certificate in respect of the new building shall be granted by the concerned local authority.

AND WHEREAS the Promoters expressed their intention to dispose off the flats/shops/tenements/galas and garages etc., in the proposed buildings known as "AYUSH PALACE".

AND WHEREAS the Promoter has accepted the said offer made by the Purchaser.

AND WHEREAS the Purchaser has examined and approved of the building and floor plans the nature and quality of construction fittings, fixtures, facilities and amenities provided / to be provided thereto as per the general specifications as well as the restricted and common facilities and amenities.

AND WHEREAS the Purchaser has seen the site of the building and the work of construction of the said building being in progress and is satisfied with the quality of the work and has approved the same.

AND WHEREAS relying upon the said aforesaid representations, the Promoters agreed to sell the Purchaser a Flat / Shop / Other Unit at the price and on the terms and conditions herein after appearing.

AND WHEREAS the list of amenities, copy 7/12, Certificate of Title issued by the Advocate of the Promoter to the said property, and the floor plan approved by the Municipal authority have been annexed hereto and marked as Annexure "A", "B", "C" & "D" respectively.



AND WHEREAS upon completion of the proposed development of the said property as stated above the Promoter has agreed to complete sell and cause to convey the said property so developed in favour of the cooperative society of all those several persons (including the purchaser herein) purchasing / acquiring the respective flats / shops / tenements / galas and garages etc., in said new buildings as the nominees of the Promoters.

NOW THIS AGREEMENT WITNESSETH THAT by the end of JAN. 19 but subject to the availability of the controlled building materials, government and other restrictions and/or circumstances beyond the control of the Promoters, the Promoters agree to complete in all respect the construction of the proposed buildings known as "AYUSH PALACE" on the said land

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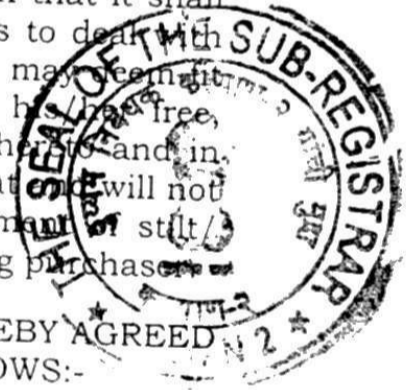
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particularly described in the Schedule hereunder written in accordance with the plans recited above and as per the general specifications hereto but subject to such additions, alterations, modifications if any that may be required by the government local planning authorities from time to time till the completion of the proposed development of the said property and the Promoters agree to sell and cause to convey the said buildings when completed in all respect absolutely freehold and free from encumbrances in favour of the cooperative housing society to be formed of the several persons (including the Purchaser herein) acquiring the respective flats/shops/tenements/galas and garages etc., therein at and for an aggregate price/consideration to be contributed and paid by them according to their respective agreements (similar to these presents) with the Promoters.

AND WHEREAS the Promoter accordingly shall sell and the Purchaser shall purchase acquire the said flats/shops/tenements/galas and garages etc., by becoming member/share holder/constituent of the proposed cooperative society and the Purchaser shall pay to the promoter Rs. 4950000/- (Rupees FOURTY NINE LAC FIFTY THOUSAND Only) as the agreed price/consideration in respect of the said flat / shop / tenement/gala/garage etc. being No. A/904 on 9th floor in A building, A wing, admeasuring 735 sq. ft. carpet (which is inclusive of Balconies) along with open terrace of 58 sq.ft. in the building known as "ARUSH PALACE" allotted to the Purchaser and shown and marked accordingly on the floor plan annexed hereto.

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AND WHEREAS the Promoter has clearly brought to the knowledge and notice of the Purchaser, that there is no exclusive allotment of stilt and / or parking spaces to the Purchaser herein that it shall be the sole and absolute discretion of the Promoters to deal with the allotment of the stilt and parking spaces as they may deem fit and proper and the Purchaser herein has granted his free, express and irrevocable consent and confirmation thereof and in confirmation thereof has agreed to acquire the said flat and will not raise any objection and/or obstruction to the allotment of stilt/parking spaces made by the Promoter to any intending purchaser.



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

1. THE recital contained above shall form an integral and operative part of this Agreement, as if the same were set out and incorporated in this Agreement and it is agreed that singular includes plural.
2. THE Promoter shall construct the buildings on the said property in accordance with the plans, design specifications approved by the concerned local authority and which have

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been seen and approved by the Purchaser with only such variation and modification as the Promoters may consider necessary or as may be required by the municipal authorities to be made in them or any of them for which the Purchaser herein has granted his express and irrevocable consent for the same.

3. THE Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the flat/shop No. 904 on 9th floor in _____ building, A wing, admeasuring 736 sq.ft. carpet (which is inclusive of Balconies) along with open terrace of 58 sq.ft. in the building known as "AYUSH PALACE." as shown on the floor plan thereof hereto annexed and marked as Annexure "D" (hereinafter referred to as "the said premises") for the consideration of Rs. 4950000/- (Rupees FOURTY NINE LAC FIFTY THOUSAND ONLY Only) and The Purchaser agrees to pay the above consideration in the following manner:

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- (i) Rs. 990000/- paid on or before execution of these presents as earnest money (the payment and receipt whereof the Promoter doth hereby admit, acquit, acknowledge and discharge the Purchaser absolutely and forever)
- (ii) Rs. _____ to be paid on or before _____
- (iii) Rs. _____ to be paid on or before _____
- (iv) Rs. _____ to be paid on or before _____
- (v) Rs. _____ to be paid on or before _____
- Rs. _____ to be paid on or before _____
- Rs. _____ to be paid on or before _____
- Rs. _____ to be paid on or before _____
- Rs. _____ to be paid on or before _____
- Rs. 3960000/- to be paid within seven days from the date of receipt of intimation that the said premises is ready for use and occupation.



The Purchaser agrees and assures to pay an amount of Rs. _____ to the Promoters on demand and/or prior to taking the possession of the said premises on account of or towards, legal charges, entrance fees and share capital, society formation charges, electric procurement, meter

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security deposit/ electric cable charges, solar charges, sub-station/ Transformer charges, lift generator and its accessories and water connection Deposit and charges, provisional outgoings for municipal Taxes, water bill, common electric expenses and other maintenance (12 months contribution is to be Paid before possession, Development Charges, balcony enclose Charges & other charges payable to Kalyan Dombivli Municipal Corporation.

THE Purchaser herein along with the other Purchasers will be liable and responsible to maintain the lift provided to the said building from the date of possession and any expenses, day to day maintenance and repairs etc., will be borne and paid by the Purchaser herein along with other Purchasers.

The Purchaser is liable and responsible to pay the service tax, value added tax and other government and semi-government dues, cess and taxes as may be imposed from time to time without any delay and the Promoters herein shall not be liable and responsible for the same.

It is hereby expressly agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be the essence of this contract. All the above respective payments shall be made within 7 days of the Promoters sending notice to the Purchaser/s calling upon him/her to make payment of the same. Such notice is to be sent Under Certificate of Posting at the address of the Purchaser/s mentioned above and this posting will be sufficient discharge to the Promoters.

4. The Promoter hereby agree to observe perform and comply with all the terms, conditions, stipulations if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

5. The Promoter hereby declares that they have utilized the floor space index as mentioned in the approved plan and the Promoter has brought to the notice of the Purchaser herein and the Purchaser herein is fully aware that the Promoter intends to acquire the transfer of development rights to be used, availed and consumed on the said property and thereby construct additional floors, flats, units and the Purchaser herein has granted his / her express and irrevocable consent for the same and the Purchaser herein along with the other purchasers in personal capacity or in the capacity as the member of the cooperative housing society or any corporate body as the case may be will not raise any objection or hindrance and will render sincere cooperation for the Promoter to consume and avail the Transfer of Development Rights and/or staircase Floor Space Index along with other



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increases and incentives in floor space and complete the additional construction as per the plans and permissions granted by the Municipal Corporation.

6. THE Promoter hereby agrees that they shall make out clear and marketable title before handing over the possession of the premises to the Purchaser and in any event before the execution of the Conveyance of the said property in favour of a Cooperative Society/Corporate Body to be formed by the purchasers of the Flats / Shops / Other Unit in the building to be constructed on the said property and ensure that the said property is free from all encumbrances and that the Promoter has absolute, clear and marketable title to the said property so as to enable him to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said property by the Promoters in favour of the said Society.
7. THE Purchaser agrees to pay to the Promoters interest @ 18% per annum on all the amounts which becomes due and payable by the Purchaser to the Promoters under the terms and conditions of this agreement from the date the said amount is payable by the Purchaser to the Promoters.
8. On Committing default by the Purchaser in payment on due dates of any amount due and payable by the Purchasers to the Promoters under this agreement including his/her proportionate share of taxes levied by the local concerned Authority and other charges and expenses outgoings claimed by the Promoters and on the Purchaser/s committing breach of any of the terms and conditions herein contained the Promoters shall be entitled to at their option to terminate this Agreement.



PROVIDED always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser/s 21 days prior notice in writing of the Promoters intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which they intend to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice (reasonable time is agreed by both the parties as 21 days from the day of notice).

PROVIDED further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s the earnest money and all other amounts which may till then have been paid by the Purchaser/s to the Promoters but the Promoters shall not be liable to pay to the

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Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters by Bank Draft/Pay-slip at the address given herein under postal certificate post or by Registered A.D. post or by courier service as the Promoters may deem fit. The Promoters shall be at liberty to dispose off and sell the flat/unit to such person and at such price as the Promoters may in their absolute discretion deem fit.

An amount equal to 20% of the amount paid by the Purchaser or 10% of the total cost price of the flat/shop which ever is higher, will be deducted while making the payment as liquidated damages.

9. THE fixtures, fittings, and amenities to be provided by the Promoters in the premises and the said building are those that are set out in the ANNEXURE "A" annexed hereto.
10. THE Promoters shall give possession of the said premises to the Purchaser or his / her nominee or nominees on or before JAN. 19 If the Promoters fails or neglect to give possession of the premises to the Purchaser or his / her nominee or nominees by the aforesaid date or dates prescribed in clause (B) of the section 8 of the said Act then the Promoters shall forthwith refund to the Purchaser the amount already received by him in respect of the premises with simple interest @ 9% p.a. from the date of Promoters received the sum till the date the entire amount and interest thereon is refunded by the Promoters to the Purchaser. They shall, subject to prior encumbrances, if any, be a charge of the said land as well as the construction or building in which the premises are situated or were to be situated.

THE Promoters shall be entitled to reasonable extension of time for giving delivery of the said flat / shop / tenement / other unit on the aforesaid date, if the completion of building in which the said flat/shop/other unit is situated is delayed on account of :-

- non-availability of steel, cement other building materials, water or electric supply;
 - war, civil commotion or Act of God;
 - any notice order, rule, notification of the Government and / or other public or competent authorities.
11. THE Purchaser shall take possession of the said premises within 7 days of the Promoters giving written notice to the Purchaser intimating that the said premises are ready for use and occupation.



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12. THE Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which it allotted to the Purchaser by the Promoter only as per the prevailing rules, regulations, and bylaws of the concerned authorities.

13. THE Purchaser along with the other Purchasers of the Flats / Shops in the building shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose he / she also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and hand over to the Promoters. No objection shall be taken by the Purchaser if any changes or modification are made in the draft bye laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies or any other competent authority.

14. ON the completion of all the buildings (with its all wings) and on receipt by the Promoters of the full payment of all the amounts due and payable to him by all the purchasers of all the flats/ premises in the said building, the purchasers shall co-operate with the Promoters in forming and registering or incorporating a society a registered body, when the society is registered and all the amounts due and payable to the Promoters in respect of the flats and other units and other portions in the said building, garages and car parking spaces are paid in full as aforesaid, the Promoters shall cause to be transferred to the society all the rights title and interest of the Promoters in the aliquot part of the said property together with building by executing the necessary Conveyance of the said property and the said premises in favour of such society, such conveyance shall be in keeping with the terms and conditions and provisions of this agreement. It is clearly brought to the notice of the Purchasers that there are number buildings in the said property undertaken by Promoters, execution of the conveyance may be delayed and the purchasers shall not raise any objection till all the buildings in the said layout are constructed and the flats / units therein are sold out to the prospective buyers.



THE Promoters shall if necessary become a member of the society in respect of the Promoters' rights and benefits conferred herewith or otherwise. If the Promoters transfer, assign and/or dispose off such rights and benefits at any time to anybody, such assignee, transferee and/or purchasers thereof shall become the 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

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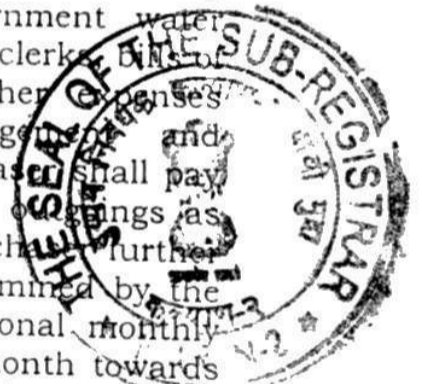
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or transferee as the members of the society and shall not charge any fees or other amounts therefore.

16. THE Promoters may complete the said building or any part thereof or floor and obtain part occupation certificate thereof and give possession of Flat therein to the acquirers of such Flat and the Purchaser herein shall have no right to object to the same and will not object to the same and the Purchaser hereby gives his specific consent to the same. If the Purchaser takes possession of Flat in such part completed and or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Flat are, the said building or any part thereof the Purchaser is aware that such construction will cause inconvenience to the Purchaser, and agrees and assures to the Promoters that the Purchaser shall not protest, object to or obstruct the execution of such work nor the Purchaser shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s.

17. 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 of outgoings in respect of the said land from the date of grant of occupation certificate as well as the proportionate share of municipal tax, outgoings in respect of the said land, flat / shop / unit and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, common lights, repairs and salaries of clerks, D.M. of collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said building. The Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser further agrees that till the Purchaser's share so determined by the Promoters shall pay to the Promoters provisional monthly contribution of Rs. 2500/- per sq.ft. per month towards the outgoings from the date of notice as aforesaid. The amount so paid by the Purchaser to the Promoters shall not carry any interest and shall remain with the Promoters until a conveyance is executed in favour of co-operative society as aforesaid. Subject to the provisions of section 6 of the Maharashtra Co-operative Societies Act, on such conveyance being executed the aforesaid deposits (less deductions therefrom for the actual expenses incurred in various account



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) shall be paid over by the Promoters to the Co-operative Society or 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 reasons whatsoever.

18. THE Purchaser hereby agrees to pay on demand the Purchaser's share of stamp duty and registration charges payable, if any, by the said society on the Conveyance or any document or instrument of transfer in respect of the said property and the building or the said premises to be executed in favour of the society.

19. THE Promoters hereby declare that the said premises is not subject to any mortgage, charge, lien or any other encumbrances whatsoever.

20. THE Purchaser shall from the date of possession maintain the premises at Purchaser's own cost in good tenantable condition and shall not do or suffer to be done anything in or to the building in which the said building or the premises, staircase or common passage which may be against the rules, regulations of the concerned local or any other authority and the Purchaser shall not change, alter or make additions in or to the said premises or the building or any part thereof.

21. THE Purchaser shall not store in the said premises any goods which are hazardous, combustible and/or dangerous in nature or are so heavy as to damage the construction or structure of the building or are rejected to by the concerned local or other authority or authorities shall not carry out or cause to be carried heavy packaged to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building including the entrance of the premises and the Purchaser shall be liable for the consequences of breach of this clause. The Purchaser hereby agreed that he/she will not keep any things including pots of plants, gas cylinders, weather sheds, etc. at the outer surface or on exterior side of the building so that the building elevation, ambience, aesthetic, and dignity of the building doesn't spoil and further, will not do such acts which will damage/ harm the building, elevations and paint of the building.



22. THE Purchaser shall at their costs carry out all internal repairs to the said premises and maintain the same in good condition, state and order in which the same was delivered by the Promoters and shall not do or suffer to be done anything in or to the building in which the said building or to the said

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premises, which may be against the rules, regulations and bye laws of the concerned local authority and/or public authorities and the Purchaser shall be responsible to the concerned local authorities and or the other public authority for any thing so done in connection with the said building and/or the said premises and shall be liable for the consequences thereof.

- 23. THE Purchaser shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time made or cause to be made any additions or alterations of whatsoever nature to the said premises or any part thereof or any alterations in the elevation and outside colour scheme of the said premises. The Purchaser shall keep the partition walls, sewer, drains, pipes in the said premises and appurtenances thereto in good tenantable repairs and condition of and in particular so as to support shelter and protect the other parts of the building and shall not chisel or hammer or break or cause damage to any columns, R.C.C. pardis or other structure or structural members in the said building without prior written permission of the Promoters and/or Society.

The Promoters may make alterations in structure of the said premises as described in the said plans or any other alterations or additions in the structure of the said building after the said plans are disclosed or furnished to the Purchaser and the Purchasers shall not object for such alterations or additions, provided that such alterations/additions should not affect the flat/shop/ premises agreed to be purchased by the Purchaser.

- 24. THE Purchaser shall not do or permit or be done any thing which render void or voidable any insurance of the said property and building or any part thereof or where any increase in premium shall become payable in respect of the insurance.

- 25. THE Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in compound or any portion of the said property or building.

- 26. IN case any security deposit is demanded by the concerned local authorities or government for the purpose of giving water connection to the said building, such deposit shall be payable by the Purchaser along with the other Purchasers of the said building. The Purchaser agrees to pay to the Promoters within seven days of demand the Purchaser's share of such amount of deposit. The Purchaser also agrees to contribute proportionate expenses for transformer etc., if insisted by



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M.S.E.B. charges and penalties leviable by the concerned planning authority in connection with the enclosing of balconies or otlas.

27. THE development and/or betterment charges, N.A. taxes, open land taxes or other taxes levied by the concerned local authority, Government and/or any other public authority in respect of the said property and/or building, shall be borne and paid by the Purchaser along with all the Purchasers of flats in the building in proportion to the floor area of their respective premises.

28. THE Purchaser and/or the Promoters shall from time to time sign all applications, papers and documents and do all such acts, deeds and things as the Promoters and/or the Society may require for safe-guarding the interest of the Promoters and/or the Purchaser and the other Purchasers of the said premises in the said building.

29. NOTHING contained in this agreement is intended to be nor shall the same 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 and right, save except in respect of the said premises hereby agreed to be sold to him/her and all open spaces, parking spaces (open or closed), stilts, lobbies, staircases, terraces, recreation space, society office, club house etc., shall belong to and will remain the property of the Promoters only who are entitled to sell the same until the said land and the said building is transferred to the co-operative society as herein before mentioned with liberty to reserves from amongst them as per requirement but subject to the rights of the Promoters under this agreement. The Promoters have all rights, powers and authorities to sell any premises, units, terraces, parking spaces except the flats/unit allotted to the Purchasers under this agreement and the Purchaser has no objection for the same and will not raise any objection thereto.



30. THE Purchaser shall not let, sub-let, transfer, assign or part with his / her interest or benefit factors under 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 term and conditions of this agreement and unless & until prior permission in writing is obtained from the Promoters.

31. THE Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the

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said building and the flats there in and for the observance and performance of the building rules, regulations and bye laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all stipulations and conditions laid down by the co-operative society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this agreement.

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 the same in any manner prejudice the rights of the Promoters.

33. ALL costs, charges and expenses, penalties, Sales-Tax, Service-Tax if any, including stamp duty, registration charges and expenses in connection with the preparation and execution of this Agreement as well as the Conveyance, or instrument of transfer, lease assignment deed and other documents and the formation, registration or incorporation of the Co-operative Society, shall be borne, shared and paid by all the Purchasers of the flats, shops or other units or other spaces and/or paid by such co-operative society or as the case may be. The Purchaser shall present this Agreement as well as the Conveyance or instrument of transfer, lease assignment deed and other documents at the proper registration office for registration within the time limits prescribed by the Registration Act and the Promoter shall attend such office and admit the execution thereof. The Purchaser shall deposit with the Promoters a sum which will be worked out at the prevailing rates being proportionate share of stamp duty that would be needed for execution of final Deed of Conveyance or instrument of transfer, lease, assignment deed and other documents in favour of the Co-operative Housing Society or Condominium of Apartments. It is agreed that unless and until the Purchaser of various flats/shops/units in the said building pay the proportionate amount of stamp duty and registration charges, if any, the Promoters shall not be obliged to execute or cause to be executed the final deed of conveyance or instrument of transfer, lease assignment deed and other documents in favour of the Co-operative Housing Society/Condominium of Apartments.

34. ALL notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if



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sent by the Registered A.D. Post or Under Certificate of Posting to the Purchaser at his / her / their address as specified hereinabove.

35. THE Purchaser shall permit the Promoters and his / her Surveyors and agents, with or without workmen and others at all reasonable time, to enter upon, into the said property and premises or any part thereof to view and examine the state and condition thereof.

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 flat in the said building, if any, shall be exclusively to the respective Purchasers 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.

a) The Promoters shall be entitled to transfer, assign, dispose off and/or sell in any manner he / she deem proper the said terraces, stilt, garage etc., to anybody. The Purchaser along with the other Purchasers will not raise any objection of whatsoever nature. The stilt, terraces on any floor and open spaces shall always be the property of the Promoters and the Promoters shall have full right and absolute authority to enclose the said stilt area of the building and further shall have the right to sell the same to any prospective purchaser.

b) The Promoters shall become the member of the society in respect of its rights and benefits concerned above. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee / transferee shall become the member of the society and/or the Apartment Owner's Association in respect of the said rights and benefits. The Purchaser will not have any objection to admit such assignee or transferee as the member/s of the Society.



The Purchaser agrees that they along with the other Purchasers of the flats will not charge anything from the Promoters or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the use of such terrace, compound walls, display of advertisement or hoardings etc., for the purpose mentioned hereinabove.

37. IT is specifically agreed and understood by and between the Promoters and the Purchaser/s of the premises (the other

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premises buyers having signed and executed an agreement similar and incidental to this one) if for any reason the Kalyan Dombivali Municipal Corporation on the basis of its policy do not give regular water supply to the building though ready for occupation for certain time as per Municipal Corporation's time schedule and if on humanitarian ground the Promoters allow the Purchaser/s and/or any other premises, buyer (at the sole discretion of Promoters alone) to obtain a temporary water connection from Kalyan Dombivali Municipal Corporation on humanitarian ground on their own name at their own risk, cost and expenses then and in that event all costs, charges and expenses in respect of obtaining and maintaining or renewal of such temporary water supply shall be borne and paid by the Purchaser/s and the other premises buyers proportionately from time to time till proper authorized regular water supply is made available to the said building by the Kalyan Dombivali Municipal Corporation. In the event for the purpose of furniture work, the Promoters on the request of the Purchasers gives temporary possession before obtaining occupation and water supply, the Purchaser so taking possession shall pay and contribute such charges, outgoing as the Promoters deem fit.

- 38. THE Purchaser do hereby agrees and confirm that he/she has purchased the flat/shop/space/premises only after seeing the place and noticing the situation of surroundings and satisfied himself/ herself with it. Any noise problem is arising in future because of the commercial upcoming or change in aviation route or due to any other reasons, the Purchaser will not raise any objection against the Promoters or do anything against the Promoters nor do anything to held the Promoters responsible for it.
- 39. THE Purchaser shall not claim any deduction in the cost of his / her said premises on account of deletion of any part of construction as per his / her requirements, of the Purchaser in his / her said premises.
- 40. If additional amenities are required by the Purchaser, then that event the Purchaser agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters or the Architect of the Promoters and his decision shall be final and binding.
- 41. THE Purchaser covenant with the Promoters that if at the request of the Purchasers the Promoters makes any change in the flats/shops/other units agreed to be sold and as a result of this the Promoters have to use any materials less than the other purchasers, even then the Purchaser shall not be entitled to any reduction in the agreed price of the said flat and he/she shall be liable to pay the entire agreed price as



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per this agreement. Similarly, the Promoters are not bound to carry out any extra additional work for the Purchasers without there being a written acceptance by the Promoters that they have agreed to execute the additional extra work for the Purchaser. In case if the Promoters have agreed to do any additional extra work for the Purchaser, the Purchaser shall make the payment within 7 days from the date when the Promoters give the estimated cost. If the Purchaser fails to deposit with the Promoters the estimated cost for the additional extra work agreed to be carried out by the Promoters, then the Promoters shall not be liable to carry out the said additional work in the premises of the said Purchaser.

42. THE Purchaser herein has desired to avail the special amenities over and above the general amenities as mentioned in the Annexure hereto and the Purchaser has agreed to pay the extra consideration as mentioned in the supplemental agreement for providing amenities. It is further agreed and understood by and between the parties that the said amenities shall be provided only on payment of installment as mentioned in the supplemental agreement and that such agreement shall form a part and parcel of this agreement.

43. THE Promoters shall have the right to make additions and/or alterations and raise or put up additional structures, as may be permitted by concerned authorities on the terrace or the said land and/or grant right of way from the said land for development of any property adjacent to this property. In the event of any land of the said entire land being notified for setback, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.



THE transaction covered by this contract at present may attract tax under Sales Tax Laws OR Service Tax OR Value Added Tax and in the event if this agreement attract such taxes or fees, the Purchaser hereby agrees to pay such taxes/fees along with the balance payment and the Purchaser alone will be liable for consequences of non-payment of such taxes. If however, by reason of any amendment to the constitution or passing of laws, enactment or amendment of any other laws, central or state, this transaction is held to be liable for tax or additional tax the same shall be paid by the Purchaser alone with the purchasers of the other bungalows in the scheme of construction.

45. IN the event of the Society is being formed and registered before the sale and disposal by the Promoters of all the Flats,

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stilt and other spaces, garages, gardens, terraces, compounds and car parking spaces in the said building and in the compound, the power and authority of the Society so formed or of the Flat holders and the Purchasers of flats and other spaces and car parking spaces shall be subject to the over all authority and control of the Promoters. In respect of any of the matters concerning the said building the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold Flats, stilt, terraces, compounds and other spaces, hoardings and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold Flats, hoarding spaces and/or car parking spaces, terraces. In case of the conveyance is executed in favour of the Co-operative Society before the disposal by the Promoters of all the Flats, then and in such event the Promoters shall join in as the Promoters/members in respect of such unsold Flats and as and when such Flats are sold to the persons of their choice and at the discretion of the Promoters, the Co-operative Society shall admit such Purchaser/s of Flat/s as members/s without charging any premium or any other extra payment.

46. THAT the Purchaser shall at no time demand partition of their interest in the said schedule hereunder written of the said building it being hereby agreed and declared by the Purchaser that their interest in the piece or parcel of land more particularly described in the schedule hereunder written and the building and land is impartible and it is further agreed that the Promoters shall not be liable to execute a transfer deed in favour of the Purchaser unless the Promoters decided to submit the entire building to the provisions of the Maharashtra Apartment Ownership Act, 1970.

47. Notwithstanding any other provisions of this agreement Promoters shall be entitled at their sole and absolute discretion:

- a) To form a separate and / or combined co-operative housing society or limited company or condominium of apartment or any other body or bodies of Purchasers to be formed and constituted.
- b) To decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and /or conveyed/assigned/leased.



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- c) To provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- d) To decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- e) To decide from time to time when and what sort of document of transfer should be executed.
- f) To grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
48. IT is clearly understood and agreed by and between the parties hereto that the Promoters shall have the unqualified and unfettered right to sell on ownership basis to any one of their choice, the garden in the compound and the terrace above the top floor of the said building subject to the necessary means of access to be permitted for such purpose so as to reach the water tank. The Purchaser/Occupant of such terrace/garden shall be entitled to make use of the same for the purpose whatsoever, as permissible by law. However, the Purchaser/Occupant of such terrace/garden shall not enclose or cover the said terrace/garden without the written permission of the Promoters and/or the Society or such body formed, as the case may be and Municipal Corporation and other concerned authorities.
49. It is specifically declared that the if the Promoters provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining buildings / societies and the Purchaser herein along with the other Purchasers shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other buildings in the adjoining properties.



The Purchaser/s is aware that the Promoters shall be paying the maintenance, municipal taxes, local taxes and all outgoings as aforesaid in respect of whole of the property for and on behalf of the Purchaser/s of the flats and it shall be the paramount responsibility and obligation of the Purchaser/s to pay all the outgoing regularly. In the event of the default being committed by the Purchaser/s herein or any of the Purchaser/s of any other units and in such event the Promoters shall not be bound to pay the outgoings for and on behalf of such defaulting persons and in the event of any essential supply being disconnected, it shall be the

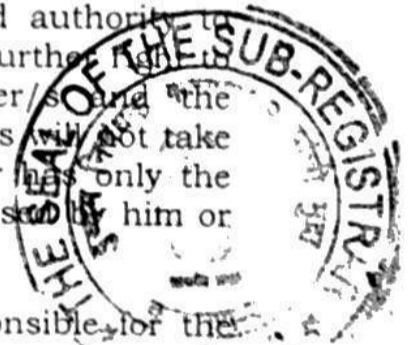
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responsibility of the Purchaser/s together in respect of the flats in respect of which possession has been given by the Promoters.

51. IN the event of the society or corporate body being registered before the sale and disposal by the Promoters / Builders of all the persons in the said building, the power and authority of the society or the corporate body so formed or of the Purchaser herein and other Purchasers of the flat shall be subject to the overall powers of the Promoters / Builders in any matter concerning the building construction and completion thereof and the Promoter shall have absolute authority and control as regards the unsold flats, the balance floor space and its disposal thereof.
52. THE Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.
53. THE Purchaser shall lodge at his own costs as to the registration charges for registration within seven days of the date of this agreement and shall intimate the Promoters / Builders within 7 days from the date of lodgement and serial number under which the same is lodge for registration with photo copy of receipt in order to enable the Promoters / Builders to admit the execution of the same.
54. THE terraces on any floor, stilt, basement and garage if any, shall always be the property of the Promoters / Builders and the Promoters / Builders have full right and authority to enclose the said stilt area of the building and further not sell the same to any prospective purchaser/s and the Purchaser/s herein along with other purchasers will not take any objection for the same and the Purchaser has only the right in respect of the flat agreed to be purchased by him or her.
55. THE Promoters / Builders shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.,
56. IT is brought to the notice of the Purchaser that the electric meters of all the flats / shops / office premises as well as the water meters will be in the name of the Promoters herein and the Purchasers and / or their society shall get the same transferred in their favour and the Promoters herein will grant the no objection as and when required.



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57 The Promoters have also shown to the Purchaser the entire layout of the said property, the nature and extent of the land to be handed over to the concerned authorities on account of set back, reservations etc., and in such eventuality the transfer of the land shall not be equivalent to the floor space index used, utilized and consume in the buildings to be constructed / constructed on the said property and the Purchaser is fully aware of the same and have accordingly granted his / her express and irrevocable consent for the same.

58 THE Promoters have explained to the Purchaser that if any difficulty arises in registration of Societies due to more than one building in the said complex then some common organisation or Apex / Federal Society will be formed by the Promoters which may be found feasible and suitable in the circumstances. After the sale of all the premises and completion of development of the said property in all respect and if feasible, the Promoters will convey, transfer and assign the lease of the said property with the building in favour of the co-operative housing society formed by the Purchasers of all the buildings and if not possible then conveyance and assignment of lease of the said property with the building will be executed in favour of Federation of all the societies if formed as the Promoters may at their discretion deem fit.

59. The Purchaser has seen the layout of the proposed building complex, provisions for annexed buildings, further expansion etc. and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Purchasers of the premises in the said complex and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.,



60. It is agreed that if before the execution of the conveyance in favour of the proposed society and further construction on the land is allowed in accordance with the rules and regulations of the municipal corporation then the Promoters would be entitled to put up additional or other construction without any hindrance by the Purchaser. Provided that any payment may, have to be made to the municipal corporation for such additional construction shall be paid by the Promoter. The Promoters shall be entitled to sell premises forming part of such additional construction in such manner as they may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit and proper. The Promoter will in those events be

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entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the Promoters. The Promoter and / or their transferees shall have the right to use all the staircases, lifts and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top of such structures at the cost of the Promoter. Even if any additional construction becoming permissible on the said building after the completion of the construction of the said building, the Promoter shall be entitled to construct the same and to sell the additional tenements. The Purchaser herein and the members of the society shall admit such new intending purchasers at its members.

- 61. In the event of any portion of the said property being required for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the concerned body for such purpose on such terms and conditions as the Promoters shall think fit.
- 62. THE Purchaser shall be responsible for additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and licence agreement in respect of the premises allotted to the purchaser.
- 63. After the possession of the premises is handed over to the Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, municipality or any statutory authority the same shall be carried out by the Purchaser in co-operation with the Purchaser of the other premises in the said building at his own costs and the Promoter shall not in any manner be liable or responsible for the same and any damage caused to the building.
- 64. IT is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots and adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats / shops purchasers in the said buildings and the Purchaser herein shall not, in any manner object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and



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

70) It is expressly agreed that the Promoters shall be entitled to put hoardings and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings and neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the limited company shall not raise any objection thereto.

71) THE Promoters have reserved its right to allot the terrace area of the premises above lift well for the purpose of installation of mobile link towers or B.T.S. equipments and the Purchaser is aware of the same and has granted express and irrevocable consent for the same and has granted express and irrevocable consent for the same. The Purchaser or his/her nominees shall not be entitled to claim any compensation or any part of the revenue accrued from the same nor be entitled to levy any maintenance charges for using the said facility. The Purchaser herein has granted his/her express and irrevocable consent to the Promoters and their agents, representatives for activities for



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setting up, maintaining and up-keeping of such mobile installations, equipment and for that purpose have allowed and permitted them to carry out the cabling, wiring and fixing up of wires, installations, equipment in and through the said building/land and every part thereof.

- 72. IN the event of any land of the said entire land being notified for setback, D.P. Road, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Purchaser and/or the Society shall not be entitled to the same or any part or portion thereof.
- 73. THE Purchaser will immediately on receipt of possession of said Flat at his own costs and expenses get the said Flat property insured including for theft, earthquake, storm and fire.
- 74. THE Promoters will provide pipeline, overhead water tank underground water tank and water connection to each flat as per the norms rules and regulations of Kalyan Dombivali Municipal Corporation and will obtain occupation and water connection. Thereafter if there is any shortage in water supply for any reason whatsoever the Promoters shall not be responsible for the same.
- 75. THE Purchaser shall not be entitled to claim partition of his/her share in the said property and/or the said Building and/or the said Flat and the same shall always remain undivided and impartable.
- 76. THE Transfer Deed and all documents shall be prepared by the Advocates of the Promoters and shall contain covenants and conditions including those contained in this Agreement with such modifications, alterations, and additions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.



It is clearly brought to the notice of the Purchaser and the Purchaser is made aware that Government has imposed service tax and value added tax and therefore the Purchaser is entirely liable and responsible to bear and pay the taxes and other levies as imposed by the government authorities as and when called upon by the Promoters and the Purchaser agree and assure to pay the same without any

It is clearly brought to the notice of the Purchaser and the Purchaser agree and undertake that at the time of the Purchaser transferring his flat to any intending purchaser and on grant of no objection certificate by the Promoter, the

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Promoter will incorporate a clause stating that all the covenants, terms and conditions as mentioned in this agreement shall always be binding upon the intending purchaser / transferee.

79. PROVIDED and ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchasers of other premises in the said building, and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Purchaser or all other Purchasers together and one by the Promoter. The Arbitrator so appointed shall appoint before entering upon the reference, appoint Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference.
80. This agreement shall, to the extent they are statutory, always be subject to the provisions contained in the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963, (Maharashtra Act No. XV of 1963) and Rules made thereunder and any other provisions of Law Applicable thereto.

FIRST SCHEDULE

(DESCRIPTION OF ENTIRE PROPERTY)

All that piece and parcel of land lying, being and situate at village Chikanghar, Taluka Kalyan, bearing Survey No. 103 Hissa No.2 admeasuring 9710 sq. metres, within the limits of the Kalyan Dombivali Municipal Corporation and bounded as follows :

- On or towards East : Property of Colaco
- On or towards West : Property of Nana Daji Bh...
- On or towards South : Property of Namdeo Sita...
- On or towards ~~South~~ NORTH : Property of Namdeo Sita... and Namdeo Sajan Bhoir



together with all easement rights etc.,

SECOND SCHEDULE

(DESCRIPTION OF SAID PROPERTY)

All that portion of land admeasuring 3378.83 sq. metres forming a part of the piece and parcel of land lying, being and situate at village Chikanghar, Taluka Kalyan, bearing Survey No. 103 Hissa

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No. 2 admeasuring 9710 sq. metres, within the limits of the Kalyan
Dombivli Municipal Corporation and as shown on the plan
annexed hereto by colour and bounded as follows :

- On or towards East :
- On or towards West :
- On or towards South :
- On or towards North :

together with all easement rights etc.,

IN WITNESS WHEREOF the parties have set and subscribed their
respective hands and seals to this writing on the day and the year
first hereinabove mentioned.

SIGNED & DELIVERED

by the within named **Promoters**
M/s **Tulsi Land Developers**
a partnership firm,
through its partner

JOHNS B. SENJURIA

Johns Senjuria



SIGNED & DELIVERED

by the within named **Purchaser/s**

① RAMRAO SANTOSH PATIL

Patil



② SUREKHA RAMRAO PATIL

S. R. Patil



WITNESS:

ANANTSH TULASKAR =

Shahab Uddin =



RECEIPT

RECEIVED WITH THANKS FROM
THE WITHIN NAMED PURCHASER
THE SUM OF Rs. 990000/-

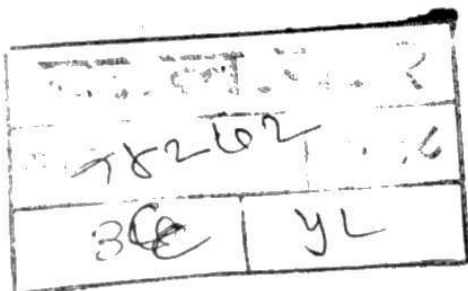
(Rupees NINE LAC NINETY
THOUSAND ONLY only)

being the part price/consideration
in respect of sale of the flat
hereinabove mentioned.

I SAY RECEIVED

Johns Senjuria

Promoters





5/1/20

कल्याण डोंबिवली महानगरपालिका, कल्याण

जा.क्र.कडॉमपा/नरवि/वाप/कवि/५२७-२५२
कल्याण डोंबिवली महानगरपालिका, कल्याण

अं. सं. - जशीत रामचंद्र मोडक व इतर
कुलमुखत्यारपत्रक - श्री. दिनेश जे. उंधड
वास्तुशिल्पकार - श्री. सतिश राजडे, कल्याण

विषय - सि.स.नं. - स.नं. १०३ हि.नं. २ प्लॉट नं. -
मोजे - चिडुणघर येथे बांधकाम करण्याच्या मंजूरीबाबत.

मदर्थ - १) आगला दि. २१/८/१० रोजीचा श्री. सतिश राजडे वास्तु.
यांचे मार्फत सादर केलेला अर्ज क्र.

२) भरतारिम मंजूरी आदेशांनुसार जा.क्र.कडॉमपा/नरवि/वाप/कवि/ -
वि.

६. वि. ६ क्षेत्र - २०१७-०० मोजे.

१९६६ चे कलम ४४ नुसार सि.स.नं. - स.नं. १०३ हि.नं. २ प्लॉट नं. -
मोजे - चिडुणघर मध्ये २०००.०० चौ.मी. क्षेत्राच्या भूखंडावर, ५९६.१६ चौ.मी. चटई क्षेत्राच्या भूखंडाचा

विकास करावयास मुदई प्रातिक महानगरपालिका अधिनियम १९४९चे कलम २५३ अन्वये बांधकाम करण्यासाठी केलेल्या
दनांक २१/८/१० च्या अजांस अनुसरून पुढील शर्तीस अधिन राहून तुमच्या मालकीच्या जागेत हिरव्या रंगाने दुरुस्ती
दाखविल्याप्रमाणे स्ट्रक्चर, स्टेप, कळमजला, भटिला मजला, दुस्त मजला, तिसरा मजला, चौथा मजला, पन्ना मजला,
सहा मजला, सात मजला, आठवा मजला, नववा मजला, बसवा मजला, अकरावा मजला, बारावा मजला, तेसवा मजला,
सहासो, दुकाने, अर्निक्स, वाडे-भित्तीच्या इमारतीच्या बांधकामाबाबत, बांधकाम प्रारंभ प्रमाणपत्र देण्यात येत आहे. इमारतीच्या व
जमिनीच्या मालकी हक्कासदरभात कुठलाही वाद निर्माण झाल्यास त्याला सर्वस्वी आपण जबाबदार राहाल या अटीवर हे समतीपत्र
ज्यात येत आहे.

इमारत विंग 'अ' -> कळमजला (लोअर) स्टीअर + कळमजला + १० मजले
इमारत विंग 'बी' 'सी' -> स्टीअर + ७ मजले

- १) हे बांधकाम प्रारंभ प्रमाणपत्र दिल्याचे तारखेपासून एक वर्षांपर्यंत बंध असेल, नंतर पुढील वर्षासाठी मंजूरीपत्राचे नूतनीकरण मुदत संपण्याआधी करणे आवश्यक आहे. नूतनीकरण करताना किंवा नवीन परवानगी घेताना त्यावेळी अस्तित्वात आलेल्या नियमांच्या व नियोजित विकास योजने अनुषंगाने छाननी करण्यात येईल.
- २) नकाशात हिरव्या रंगाने केलेल्या दुरुस्त्या आपल्यावर बंधनकारक राहतील.
- ३) बांधकाम चालू करण्यापूर्वी सात दिवस आधी महापालिका कार्यालयास लेखी कळविण्यात यावे.
- ४) ही परवानगी आपल्या मालकीच्या कळ्यातील जमीनीव्यतिरिक्त अन्य जमीनीवर बांधकाम अगर विकास करण्यास हक्क देत नाही.
- ५) इमारतीचे बांधकाम या सोबतच्या मंजूर केलेल्या नकाशाप्रमाणे आणि घालून दिलेल्या अटीप्रमाणे करता येईल.
- ६) वाडेभित व जोत्याचे बांधकाम झाल्यानंतर वास्तुशिल्पकाराचे, मंजूर नकाशाप्रमाणे वाडेभित्तीचे व जोत्याचे बांधकाम केल्याबाबतचे प्रमाणपत्र महानगरपालिकेस सादर करण्यात यावे, व ते या कार्यालयाकडून तपासून घेऊन "जोता पूर्णत्वाचा दाखला" घेण्यात यावा व त्यानंतरच पुढील बांधकाम करण्यात यावे.
- ७) सदर अभिन्यासात कोणत्याही प्रकारचा फेरफार पूर्व परवानगी घेतल्याशिवाय करू नये, तसे केल्याचे आढळून आल्यास सदरचे बांधकाम प्रारंभ प्रमाणपत्र रद्द झाले असे समजण्यात येईल.
- ८) इमारतीच्या बांधकामाच्या सुरक्षिततेची (स्ट्रक्चरल सेफ्टी) जबाबदारी सर्वस्वी आपले वास्तुशिल्पकार व स्थापत्य विशारद यांचेवर राहिल.
- ९) नकाशात दाखविलेल्या गाळवाच्या संख्येमध्ये व नियोजनामध्ये पूर्वपरवानगीशिवाय बदल करू नये. तसेच प्लॉटच्या इमारती भोवती मोकळ्या सोडावयाच्या जागेत बदल करू नये व त्यामध्ये कोणत्याही प्रकारचे बांधकाम करू नये.
- १०) नागरी जमोन कमाल मर्यादा अधिनियम १९७६ नर्णाल तरतूदी प्रमाणे जागा बाधित होत असल्यास त्याची सर्वस्वी जबाबदारी आपलेवर राहिल.
- ११) भूखंडाकडे जाण्या-येण्याच्या मार्गाची जबाबदारी संपूर्णपणे आपलेकडे राहिल. बांधकाम प्रारंभ प्रमाणपत्र नियोजित रस्त्याप्रमाणे दिले असल्यास त्या रस्त्याचे काम महानगरपालिकेच्या सोयी प्रमाणे व प्राधान्याप्रमाणे केले जाईल व तसा रस्ता होईपर्यंत इमारतीकडे जाणाऱ्या येणाऱ्या मार्गाची जबाबदारी सर्वस्वी आपली राहिल.
- १२) जागेत जून भाडेकरू असल्यास त्यांच्याबाबत योग्य ती व्यवस्था करावयाची जबाबदारी मालकाची राहिल व मालक भाडेकरू यामध्ये काही वाद असल्यास किंवा निर्माण झाल्यास त्याचे निराकरण मालकाने करणे आवश्यक राहिल.
- १३) सदर जागेत विहीर असल्यास ती संबंधित विभागाच्या परवानगी शिवाय बुजवू नये.
- १४) सदर जागेतून पाण्याचा नैसर्गिक निचरा होत असल्यास तो जलनिःसारण विभाग, (क.डॉ.म.पा.)च्या परवानगीशिवाय वळवू नये.



पुस्तक नं. २
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३६ ५८

- १५) सदर प्रकरणी चुकीची व अपूर्ण माहिती दिली असल्यास सदर बांधकाम प्रारंभ प्रमाणपत्र रद्द समजण्यात येईल.
- १६) बांधकामाचे साहित्य रस्त्यावर टाकायचाचे झाल्यास महापालिकेच्या बांधकाम खात्याची परवानगी घेणे आवश्यक राहिल व त्याकरीता नियमाप्रमाणे लागणारी रक्कम (दड झाल्यास त्यासह रक्कम) भरावी लागेल तसेच निलूपयोगी साहित्य महापालिका सांगेल त्याठिकाणी स्वखर्चाने वाहून टाकणे बंधनकारक राहिल.
- १७) प्रस्तुत भूखंडात पिण्याचे पाणी महानगरपालिकेकडून उपलब्धतेनुसार दिले जाईल व त्यासाठी आवश्यक ती जलवाहिनी क.डो.म.पा.च्या पाणी पुरवठा विभागाकडून दिलेल्या निर्देशानुसार स्वखर्चाने टाकणे आवश्यक राहिल.
- १८) सदर जागेत बांधकाम करण्याबाबतचा पूर्वाचा परवाना असेल तर तो या बांधकाम प्रारंभ प्रमाणपत्रामुळे रद्द झाला असे समजण्यात यावे.
- १९) गटाराचे व पावसाच्या पाण्याचा निचरा हाणकारिता महानगरपालिकेच्या गटारास जोडणेसाठी पक्क्या स्वरूपाची गटारे बांधावेत तसेच बांधकामासाठी नव्याचे कनेक्शन मिळणार नाही त्यासाठी संबंधितांनी स्वतःबांधकामासाठीच्या पाण्याची व्यवस्था करावी.
- २०) नकारात रस्तारूंदीकरणाखाली दर्शविलेली जमीन तसेच अंतर्गत रस्ते, सार्वजनिक रस्त्याचा भाग समजण्यात येईल तसेच भविष्यात रस्ता रूंदीकरणासाठी जागा लागल्यास ती क.डो.म.पा.स विनामूल्य हस्तांतरित करावी लागेल.
- २१) रेडाकन प्रस्तावातील सर्व भूखंड रस्ते, खुल्या जागा, यांची प्रस्तावित नकाराप्रमाणे जागेवर आखणी ता.नि.भू.अ.याचे मार्फत करून घ्यावी व त्याचेकडील प्रमाणित मोजणी नकाराची प्रत, बांधकाम प्रारंभप्रमाणपत्र दिल्या तारखेपासून एक वर्षांचे आत सादर करावी.
- २२) भूखंडातील विकास योजना रस्ते क.डो.म.पा.च्या सार्व.बांधकाम विभागाच्या निर्देशाप्रमाणे खंडीकरण व गटार विकसित करून क.डो.म.पालिकेस विनामूल्य हस्तांतरित करावे.
- २३) भूखंडातील आरक्षित भाग भरणे करून व वाडेभित्तीचे बांधकाम करून रितसर करारनामा व खरेदीखतासह क.डो.म.पा.स विनामूल्य हस्तांतरित करावे.
- २४) जलनिःसारण विभाग व मलनिःसारण विभाग, अग्निशमन विभाग, पाणी पुरवठा विभाग, उद्यान विभाग, क.डो.म.पा. याचे कडील ना-हरकत दाखला बांधकाम नकारासह सादर करावा.
- २५) जागेच्या मालकी हक्काबाबत काही वाद असल्यास अथवा निर्माण झाल्यास त्यांचे संपूर्ण निराकरण करण्याची जबाबदारी आपली राहिल.
- २६) वरीलप्रमाणे सर्व ना-हरकत दाखल्यानुसार इमारतीचे नकारात फेरबदल करणे आपणांवर बंधनकारक राहिल.
- २७) नकारात दाखविल्याप्रमाणे बांधकामाचा फक्त राहणेसाठी/वणिज्य/शैक्षणिक/अभियंता उपयोग करावा.
- २८) भूखंडाचा पोंहोच रस्ता पक्क्या स्वरूपात तयार केल्याखेरीज वापर परवाना मिळणार नाही.
- २९) बांधकाम पूर्णत्वाचा दाखला घेतल्याशिवाय इमारतीचा वापर सुरू करता येणार नाही. बांधकाम पूर्णतेच्या दाखल्यासाठी, वास्तुशिल्पकार व स्थापत्यविशारद यांच्या विहित नमुन्यातील दाखल्यासह रितसर प्रस्ताव सादर करण्यात यावा, अन्यथा पुढील कार्यवाही करण्यात येईल.
- ३०) ओल्या व सुक्या कच-यासाठी स्वतंत्र कचराकुंड्यांची व्यवस्था करावी.
- ३१) कल्याण डोंबिवली महानगरपालिकेच्या निर्देशाप्रमाणे इमारतीत सौरऊर्जा उपकरणे बसवणे आवश्यक आहे.
- ३२) रेन वॉटर हार्वेस्टिंगबाबत मा.कार्यकारी अभियांता पाणीपुरवठा विभागाकडून निर्देश घेऊन त्याप्रमाणे अंमलबजावणी करणे आपणांवर बंधनकारक राहिल.
- ३३) प्रत्यक्ष जागेवर इमारतीचे बांधकाम चालू करणेपूर्वी बांधकाम मजुरीचा फलक लावणे आपणांवर बंधनकारक राहिल.
- ३४) पाणी पुरवठा व्यवस्था करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही.



शेरी सादर झाल्यास हमीपत्राबुसार
 बांधकामासाठी रद्द झाल्यास
 बांधकामाबाबतचे सर्व कागदपत्रे
 सादर करणे आपणांवर बंधनकारक राहिल.

इशारा: मजुर बांधकाम प्रस्तावाव्यतिरिक्त केलेल्या अनधिकृत फेरबदलाबाबत आपण महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतूदी नुसार दखलपत्र गुन्ह्यास पात्र राहिल.

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- १) उप आयुक्त अनधिकृत बांधकाम विभाग, क.डो.म.पा.कल्याण.
- २) करनिर्धारक व संकलक क.डो.म.पा.कल्याण.
- ३) विद्युत विभाग, क.डो.म.पा.कल्याण.

४) पाणीपुरवठा विभाग, क.डो.म.पा.कल्याण.
 ५) प्रभाग क्षेत्र अधिकारी, प्रभाग क्षेत्र.

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चिकणधर

गां.न.क्र. ७ व १२

तालुका कल्याण

भूमापन क्रमांक	भूमा क.चा. उपविभाग	भू-धारण प्रकार	भोगवटदाराचे नांव	खाते क्रमांक
१०३/२	४३२९		२२२ २२३ २२२ २५५ २०५२ २५३० २२३८ ३३३०	
स्थानिक नाव	एकर	हक्टर आर चौ मिसर	प्रती	कुळाचे नांव - रु. पैसे
लागवडी क्षेत्र	चौ.वार			खंद
एकर	०-२०-०			इतर अधिकार -
चौ.वार				२४ ३२२६ ३३३०
एकर	०-२०-०			३५५६
चौ.वार				महाकाई विहु मळी.
एकर	०-०६-९			२६६३
चौ.वार				त्रोजनेवाळी हेवा
एकर	०-०६-९			पुर्व फवानीशीवाप
चौ.वार				हकीरण मळी
एकर	२१२५८			हेवा २६०२-४४ यो. ३६
चौ.वार	२१२५८			४२६०

गां.न.क्र. १२ (पिकाची नोंदवही)

वर्ष	पिकाखालील क्षेत्र										पडीत व पिकास निरुपयोगी अशाजमिनी चा तपशिल	पार्णा पुर्वव्याचे साधन	जमीन करणाराचे नांव	शेरा	
	हंगाम	मिश्रपिकांचे एकूण क्षेत्र			घटक पिके व प्रत्येक पिकाचे क्षेत्र				निर्भळपिकाचे क्षेत्र						
		मिश्रपिकांचे संकेतांक	जलसिंचन	जलसिंचन	पिकाचे नांव	जल सिंचित	अजल सिंचित	पिकाचे नांव	जल सिंचित	अजल सिंचित					स्वरूप
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४		
			हे.आ	हे.आ		हे.आ	हे.आ		हे.आ	हे.आ		हे.आ			



असल बरहुकुम खरी नक्कल रुजू असे.

तारीख २०/१२/२०१०

तलाकी सज्जा चिकणधर
तालुका कल्याण, जि. ठाणे

२०१०
२०१०
३० / १२

क्र. मजगुल/कक्ष-२/१८/पनापपी/परवाना-१७६/२००९

या बांधकामाच्या अर्थात अशोक रामचंद्र भोंडरे, २. सशिवता राम भोंडरे, ३. सुनिता अविनाश केणे, ४. सगिता विनायक ठाकरे, ५. संतोष रामचंद्र भोंडरे, ६. मनीषाई विठ्ठल मंडवी यांना ठाणे जिल्ह्यातील कल्याण न्यायप्रमाणे मोजे - विक्रमपूर, ता. कल्याण येथील स.नं. २०३/२५, क्षेत्र ९७१०-०० चौ.मी. रहिवास व क्षेत्र ३१३-४० चौ.मी. वाणिज्य या विंगरशेतकी प्रयोजनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा (परवाना) देण्यांत येत असून कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशाप्रमाणे खालील क्षेत्रावर बांधकाम अनुज्ञेय नाही.

- १. रोड सेंट बँक एरिया - ४८५-०० चौ.मी.
- २. आर.जी. - १३८२-२५ चौ.मी.



शर्ती अशा :-

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

२. अनुज्ञाग्राही व्यक्तीने (घेंटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अर्धा इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिन्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.

३. अशी परवानगी देणा-या प्राधिकार-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोटाविभागी करता कामा नये.

४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत घरे, मटारे वगैरे बांधून आणि (ब) भूमापन विभागाकडून अशा भूखंडाची मोजणी व त्यांचे मोजांकन करून ती जमीन या आदेशाच्या ताब्यात पारून एक वर्षाच्या आत मंजूर आम्बखड्याप्रमाणेच काटेकोरपणे विक्रीसत केवळ पाहिजे आणि अशा रीतीने ती जमीन विक्रीसत केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विक्रीबाबत असेल किंवा त्यांनी इतर कोणत्याही व्यक्तीला विक्रीसत केलेल्या शर्तीचे पालन करूनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विक्री किंवा त्यांचे निष्पादित केलेल्या विलेग्रान्त तसा खास उल्लेख करण हे त्यांचे कर्तव्य असेल.

६. या सोबत जोडलेल्या स्थळ आम्बखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्याप्रमाणे इतर कोणत्याही क्षेत्रावर बांधकाम करण्याविषयी ही परवानगी देण्यांत आलेली आहे. मजगुल भूखंडातील नकाशात दर्शविल्याप्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

७. प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजगुलप्रमाणेच बांधण्यात येणे गरजेचे आहे.

८. प्रस्तावित इमारत किंवा कोणताही काम (अपत्यार) त्याच्या बांधकामास सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (घेंटीने) कल्याण-डोंबिवली महानगरपालिकेत



क्र. १७६/२००९	म. २
दस्त १९२०२०२०२०	
४९	५२

Handwritten signature and date '१९/०२/२०२०'.

क्र.महसुल/कक्ष-१/दे-१२/एनएपी/एसआर-७६/२००९

१७. अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापराने बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एकसंग करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बांधकाम असेल.

१८-अ. या आदेशात आणि सनदीमध्य नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन करण्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्त्रीस उक्त ठरले त्या आयोगास वाचा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निदिष्ट करेल असा दंड आणि आतंजगणी भरण्यानंतर उक्त जमीन किंवा भूखंड अर्जादारांच्या ताब्यात राहू देण्याचा अधिकार असेल.

१९. वरील खंड (अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणत्याही इमारत किंवा बांधकाम उभे करण्यात आले असेल किंवा तशी विरुद्ध या इमारतीच्या बांधकामाचा वापर करण्यात आला असेल तर विनिर्दिष्ट मुदतीच्या आत असा रीतीने मागलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकवाकी मरणास वसूल करून घेण्याचा अधिकार असेल.

१९. दिवली ही परवानगी मुंबई युटिलिटीव्हाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ. सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील त्या उपबंधाच्या अधिन असेल.

२०. अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रकम रु. ९१३५९/- (अक्षरी रु. शेंणव हजार सहाशे दोन मात्र) रूपांतरीत कर (कन्व्हर्शन टॅक्स) इकडील चलन क्र.१३६/२००९, दिनांक २४/४/२००९ अन्वये राखण जमा केली आहे.

२०-अ. कल्याण-डोंबिवली महानगरपालिका यांचेकडील मंजूर बांधकाम नकाशात दर्शविलेल्या क्षेत्रावर होणारी गौणखनिज उत्खनन ६७८ ब्रासवर होणारी स्वामीत्वधानाची र.रुपये ६७८२५/- अक्षरी रु. २५/- अशी एकूण रु.रुपये ६७८२५/- (अक्षरी रुपये सदुसष्ट हजार सातशे पन्नास मात्र.) इकडील चलन क्र. १०१/२००९, दि. २४/४/२००९ अन्वये शासनजमा केलेली आहे.

२१. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील नकाशावरहुकुमध बांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी कल्याण-डोंबिवली महानगरपालिका यांचेकडील बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अग्न बांधकामाच्या बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी शक्याच्या गुन्हा दाखल करण्यास पात्र राहतील व असे जादा बांधकाम दूर करण्यास पात्र राहिल.



क्र. २	
दस्त क्र. ४२७२	२०१८
४३	५२

कल्याण डोंबिवली महानगरपालिका, कल्याण.



प्रभाग बांधकाम पूर्णत्वाचा दाखला
विंग 'अ' व 'सी' करिता

जा.क.कडोमपा/नरवि/सीसी/कवि/२१२
दिनांक:- १०/२/२०१६

प्रति,
श्री/श्रीमती- अशोक रामचंद्र भोईर व इतर.
कुमुपधारक श्री.हितेद्रं जे.उंधाड.
द्वारा-वास्तुशिल्पकार, श्री.सतीश कानडे, कल्याण (प.)
स्ट्रक्चरल इंजिनियर श्री.खासनिस अॅण्ड असो, कल्याण (प.).

वास्तुशिल्पकार श्री.सतीश कानडे, कल्याण (प.) यांचे दि.१९/१०/२०१५ चे अर्जावरून दाखला देण्यांत येतो की, त्यांनी कल्याण डोंबिवली महानगरपालिका हद्दीत स.नं. १०३ हि.नं. २ मौजे- चिकणघर, कल्याण (प.) मौजे-चिकणघर, कल्याण (प.) येथे महानगरपालिका यांचेकडील बांधकाम परवानगी जावक क.कडोमपा/नरवि/बांप/कवि/५२७-२५२ दि.०१/१२/२०१० अन्वये ९७००.०० चौ.मी. क्षेत्र मंजूर केलेल्या क्षेत्रापैकी नकाशे प्रमाणे ४४०९.०१ चौ.मी. क्षेत्राचे रहिवास/वाणिज्य बांधकाम पूर्ण केले आहे.

सबब त्यांना सोबतच्या नकाशांमध्ये हिरव्या रंगाने दुरुस्ती दाखविल्याप्रमाणे तसेच खालील अटीस अधिन राहुन बांधकाम पुर्णत्वाचा दाखला प्रदान करण्यात येत आहे.

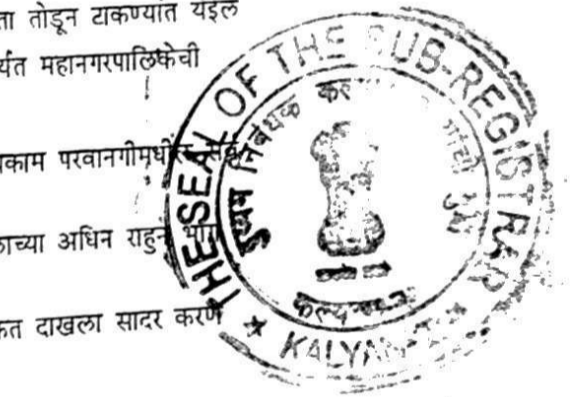
मजले	इमारत विंग 'अ'	इमारत विंग 'सी'	क्षेत्र (चौ.मी.)
.....	लोअर ग्राऊंड (पार्कींग)	३३.७०
तळ मजला	०२ सदनिका, ०६ दुकाने	स्टील्ट	३१६.८८
पहिला ते सातवा मजला	०४ सदनिका प्रत्येकी	०५ सदनिका प्रत्येकी	३१९२.००
आठवा मजला	०३ सदनिका	२६५.९७
नववा व दहावा मजला	०४ सदनिका प्रत्येकी	६००.४६
एकूण ७६ सदनिका ०६ दुकाने क्षेत्र ४४०९.०१ चौ.मी.			

अटी:-

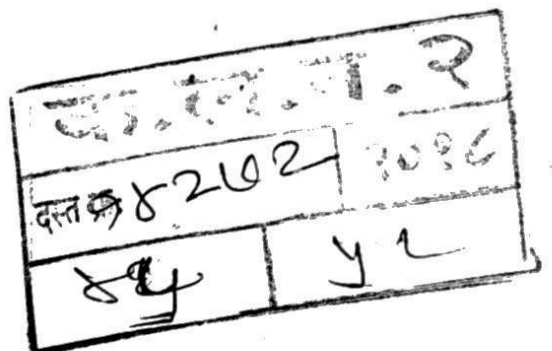
- भविष्यात रस्ता रुंदीकरणासाठी जागा लागल्यास ती इमारतीच्या सामासिक अंतरातून क.डों.म.पा.स विनामुल्य हस्तांतरीत करावी लागेल.
- मंजूरी व्यतिरीक्त जागेवर बांधकाम केल्याचे आढळल्यास ते पूर्व सूचना न देता तोडून टाकण्यांत येईल
- पाणी पुरवठा उपलब्ध करून देण्याची जबाबदारी पाणी पुरवठा सुधारणा होईपर्यंत महानगरपालिकेची राहणार नाही.
- जावक क.कडोमपा/नरवि/बांप/कवि/५२७-२५२ दि.०१/१२/२०१० बांधकाम परवानगीमधील अटी आपणांवर बंधनकारक राहतील.
- जागेच्या मालकी बाबत वरिष्ठ स्तरावरील अपील झाले असल्यास त्यानिकालाच्या अधिन राहुन बांधकाम पूर्णत्वाचा दाखला प्रदान करण्यात येत आहे.
- अंतिम बांधकाम पुर्णत्वाचा दाखला घेणेपूर्वी यु.एल्.सी. विभागाकडील नाहरकत दाखला सादर करणे आपणांवर बंधनकारक राहिल.

प्रत:-

- कर निर्धारक व संकलक, क.डों.म.पा., कल्याण
- प्रभाग क्षेत्र अधिकारी, 'ब' प्रभाग कार्यालय, क.डों.म.पा., कल्याण.



सहाय्यक संचालक
कल्याण डोंबिवली महानगरपालिका



श्री शैलेंद्र ड. जल्लवार

Advocate High Court

असहकारी हायकोर्ट

अ. २, दुसरा मजला, सुभाष चौक, शिवपूजा, कल्याण
दफ्तार क्र. २३२७४४७, २३२७४४६

SHAIENDRA D. JALLAWAR

Advocate High Court

Advocate High Court

K. 3, 1st and 2nd Floor, Sudhanshu Chambers,
Shivapada, Kalyan, Tel. 2327447, 2322526

Date: 05.02.2007

To,
M/s. Tulsi Land Developers,
a partnership firm having their address at
Tulsi Pooja, Khadak Pada, Kalyan

Reg: All that piece and parcel of land lying, being and situate at village Chikanghar, Taluka Kalyan, within the limits of Kalyan Dombivli Municipal Corporation bearing Survey No. 103, Hissa No. 2, Area admeasuring 9710 sq.meters belonging to Shri Ashok Ramchandra Bhoir and Others.

READ:

1. Extract of 7/12.
2. Relevant mutation entries.
3. Order under Section 8(4) of Urban Land (Ceiling and Regulation) Act, 1976 bearing No. ULC/ULN/6(1)/SR-9 Chikanghar dated 21.08.1980.
4. Order under Section 20 of Urban Land (Ceiling and Regulation) Act, 1976 bearing No.ULC/ULN/Sec.(20)/SR-605 dated 16.06.2006.
5. Development Agreement dated 20.06.2006 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 3919/2006 between Shri. Ashok Ramchandra Bhoir and Others as Vendors and M/s. Tulsi Land Developers as the Developers.
6. Search Report.

On through the above documents I am of the opinion that:

- (i) there appears endorsement on the extract of 7/12 as regards the restricted tenure under the provisions of the Bombay Tenancy and Agricultural Land Act 1948 and necessary permission under the said Act requires to be obtained.

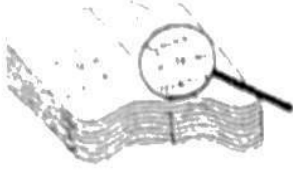


The said land is surplus land under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and in terms of the exemption order granted under section 20 of the said the necessary development on surplus land can be availed.

The search report reveals various transactions of sale of rooms and structures to various persons in the said property

and subject to what is stated hereiabove, the title of the owners to the said property is clear and marketable and the Owners are well and sufficiently entitled to submit the plans to Kalyan Dombivli Municipal Corporation for obtaining sanction and approval by obtaining the various permissions and no objections under the provisions of prevailing laws, enactments and statutes and also by settling the claims of the of the persons having right and interest in the said property are entitled to develop the same.

श्री शैलेंद्र ड. जल्लवार	
(S. D. JALLAWAR)	
Advocate	
२००७/०२/२०२	२००६
४०	५८



H Shree II

Mob. : 9820429462
Resi. : 0251-2311731

G.H. JAGTAP

B Com

SEARCHER

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Opp Rank of Maharashtra / Anand Sports,
Station Road, Kalyan (W)

Resi. : Datta Kripa Niwas Hsg. Soc., Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talav, Thankar pada, Kalyan (W)-421301

Date :- 02/06/2016

SEARCH REPORT

Re:- Property bearing S.No. 103, H.No. 2, Area 0 H - 90 R - 0 P + Pot
Kharaba 0 H - 07 R - 1 P, Owner - Ashok Ramchandra Bhoir &
Others, situated at Mouje CHIKANGHAR, Taluka KALYAN, District
THANE.

I have taken the Search in respect of the above mentioned property and I have gone through
the available Index-II Registers kept in the Office of Sub-Registrar KALYAN No. 1 To 5 for the
period of 13 years i.e. 2004 To 2016
I could not take the search for the year January 2013 To June 2013 & 2016 the Index-II register
are still not ready in the office of Sub-Registrar Kalyan 1 and for the year 2013 To 2016 the
Index-II register are still not ready in the office of Sub-Registrar Kalyan 4 and for the year 2015 &
2016 the Index-II register are still not ready in the office of Sub-Registrar Kalyan 2, 3 & 5,
SEARCH REPORT IS AS UNDER

YEAR	TRANSACTION	YEAR	TRANSACTION
2004	NIL	2011	NIL
2005	NIL	2012	NIL
2006	Transaction	2013	NIL UPTO July To December
2007	NIL	2014	Transaction
2008	NIL	2015	NIL
2009	NIL	2016	Transaction
2010	Transaction		

The Transaction of the above mentioned property of which the details is as under :-

TRANSACTION FOR THE YEAR 2006 :-

(Seen from SRO KLN - 2 Index II register)

1) Development Agreement Rs 2,30,00,000/-, Market Value Rs. 2,30,00,000/-,
S.No. 103/2, Area 9710 Sq.Meters,

Vendor :- 1) Ashok Ramchandra Bhoir 2) Usha Ashok Bhoir, 3) Sushila Ram
Mhatre, 4) Sunita Avinash Kene, 5) Sangita Vikas Thakur, 6) Santosh
Ramchandra Bhoir, 7) Manibai Vithu Madhavi,

Purchaser/Developer :- M/s. Tulsi Land Developers Through its Partners -

1) Hitendra J.Undhad, 2) Ashik G.Savliya,

Date of Execution & Registration 20/06/2006, Regn.No. 3919,

Stamp Duty Rs. 2,30,000/- Registration Fee Rs. 30,000/-

(Seen from SRO KLN - 2 Index II register)

2) Power of Attorney;

S.No. 103/2, Area 9710 Sq.meters

Vendor :- 1) Ashok Ramchandra Bhoir 2) Usha Ashok Bhoir, 3) Sushila Ram
Mhatre, 4) Sunita Avinash Kene, 5) Sangita Vikas Thakur, 6) Santosh
Ramchandra Bhoir, 7) Manibai Vithu Madhavi,

Power of Attorney Holder :- M/s. Tulsi Land Developers Through its Partners

1) Hitendra J.Undhad, 2) Ashik G.Savliya,

Date of Execution & Registration 20/06/2006, Regn.No. 3920,

Stamp Duty Rs. 100/- Registration Fee Rs. 100/-

TRANSACTION FOR THE YEAR 2010 :-

(Seen from SRO KLN - 2 Index II register)

Agreement for Sale Rs. 56,99,996/- Market Value Rs. 56,99,996/-;

S.No. 55/2, 58/1, 61/2 & 57, T.D.R.Area 2787 Sq.Meters out of 12885 Sq.Meters

S.No. 103/2 Pt,

Vendor :- 1) Mohammed Ali Mohammed Amin Khatib for Self & Power of Attorney
for Sr.No. 2 To 7; 2) Bilkis Begum Gulam Hafiz Farid, 3) Ayesha Fasiuddin Farid,
4) Jahanara Fasiuddin Farid, 5) Yasmin Fasiuddin Farid, 6) Himayu Fasiuddin Farid,
7) Abdul Malik Mohammed Hussain Madu,

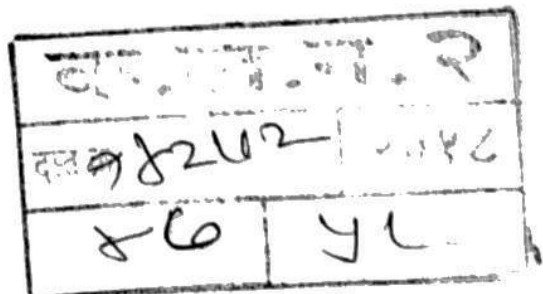
Purchaser :- 1) M/s. Tulsi Land Developers Through its Partner - Hitendra J.Undhad,

Date of Execution 10/07/2010 Date of Registration 12/07/2010, Regn.No. 6644,

Stamp Duty Rs. 1,71,000/- Registration Fee Rs. 30,000/-



...2/-



// 2 //

TRANSACTION FOR THE YEAR 2014 :-
(Seen from SRO KLN - 1 Index II register)
Release Deed;

S.No. 103/2, Area 9710 Sq.Meters,
Releasor :- 1) Babybai Vishnu Tendulkar, 2) Shakunbai Hiru Lengale, 3) Shripat Vithu Madhavi for Self & Natural Guardian for Minor - Harshada, 4) Jayashree Shripat Madhavi, 5) Kalpana Nandu Davdekar, 6) Vandana Vithu Madhavi,
Releasee :- 1) M/s. Tulsi Land Developers Through its Partners - Hitendra J.Undhad & Ashik G.Savliya, 2) Ashok Ramchandra Bhoir, 3) Sushila Ram Mhatre, 4) Sunita Avinash Kene, 5) Sangita Vikas Thakur, 6) Santosh Ramchandra Bhoir,
Date of Execution & Registration 10/10/2014, Regn.No. 7536,
Stamp Duty Rs. 200/- Registration Fee Rs. 1,000/-

TRANSACTION FOR THE YEAR 2016 :-
(Entry found in SRO KLN - 2 online Index II register search)
Indemnity Bond Rs 0/-, Market Value Rs. 1,07,67,000/-,
S.No. 103/2, Area 485 Sq.Meters out of 9710 Sq.Meters,
(Reservation No. 79 High School)

Vendor :- M/s. Tulsi Land Developers Partnership Firm Through its Partner - Hitendra J.Undhad for Self & Power of Attorney Holder for - 1) Ashok Ramchandra Bhoir for Self & Natural Guardian for Minor - Bhagyashree, Komal & Vaibhavi, 2) Usha Ashok Bhoir, 3) Sushila Ram Mhatre, 4) Sunita Avinash Kene, 5) Sangita Vikas Thakur, 6) Santosh Ramchandra Bhoir, 7) Manibai Vithu Madhavi,
Purchaser :- Kalyan Dombivali Municipal Corporation,
Date of Execution & Registration 01/03/2016, Regn.No. 1645,
Stamp Duty Rs. 500/- Registration Fee Rs. 30,000/-

NOTE :- S.No. 103/2, Constructed Building known as Aayush Palace by M/s. Tulsi Land Developers, various Agreement for Sale of Flats documents Executed and Registered.

NOTE :- S.No. 103/2, Constructed various Chawls, various Agreement for Sale of Rooms documents Executed and Registered.

NOTE :- According to available Computerized Index-II register from the year
2004 To 2012, July 2013 To 2015 in S.R.O. KALYAN - 1.
Nov. 2005 To 2014 in S.R.O. KALYAN - 2.
Nov. 2005 To 30th June 2015 in S.R.O. KALYAN - 3.
Nov. 2005 To 2012 in S.R.O. KALYAN - 4.
Oct. 2011 To 2014 in S.R.O. KALYAN - 5.

Attached Govt. Fees paid vide Receipt No. 9028,
Search Application No. 3519/2016, dated 27/05/2016

HENCE THIS SEARCH REPORT;

PLACE: KALYAN;
DATE: 02/06/2016



G. H. JAGTAP
SEARCHER (B.Com.)
1/1, Datta Kripa Naka, Chawl Soci. Opp. Kala -
Tola, New Sangli Dist., Maharashtra,
Kalyan - 401 201. Tel: 982020452

क.स.न.व.?
98202
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शैलेन्द्र द. जल्लवार

बी कॉम. एलएम बी
अडवोकेट हायकोर्ट

109, विकास हाईटस, संतोषीमता रोड, काव्याण (प).
फोन २३२२५२६, २३२७४४९
email lawmen2011@yahoo.com

SHAIENDRA D. JALLAWAR

B.Com LL.B

Advocate High Court

109, Vikas Heights, Santoshimata Road, Kalyan (West)

Tel 2322526 2327447

email lawmen2011@yahoo.com

M/s. Tulsi Land Developers,
a partnership firm having their address at
Tulsi Pooja, Khadak Pada, Kalyan

Date 08.06.2016

Reg: All that portion of land admeasuring 3378.83 sq. metres forming a part of the piece and parcel of land lying, being and situate at village Chikanghar, Taluka Kalyan, bearing Survey No. 103 Hissa No.2 admeasuring 9710 sq. metres, within the limits of the Kalyan Dombivli Municipal Corporation belonging to Shri Ashok Ramchandra Bhoir and Others.

READ:

1. Extract of 7/12
2. Relevant mutation entries.
3. Order under Section 8(4) of Urban Land (Ceiling and Regulation) Act, 1976 bearing No. ULC/ULN/6(1)/SR-9 Chikanghar dated 21.08.1980.
4. Order under Section 20 of Urban Land (Ceiling and Regulation) Act, 1976 bearing No.ULC/ULN/Sec.(20)/SR-605 dated 16.06.2006.
5. Development Agreement dated 20.06.2006 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 3919/2006 between Shri. Ashok Ramchandra Bhoir and Others as Vendors and M/s. Tulsi Land Developers as the Developers.
6. Non-Agricultural Order granted by the District Collector, Thane bearing No.Maahsul/K-1/T-7/NAP/SR-76/2009 dated 24.04.2009.
7. Building Commencement Certificate granted by the Kalyan Dombivli Municipal Corporation bearing No KDMP/NRV/BP/ KV/96-48 dated 30.04.2010.
8. Deed of Confirmation and Release dated 10.10.2014 registered at the office of Sub-Registrar of Assurances at Kalyan under Serial No. 7536/2014 executed by Babibai Vishnu Tendulkar and others in favour of Shri Ashok Ramchandra Bhoir and Others, M/s. Tulsi Land Developers.
9. Building Completion Certificate granted by the Kalyan Dombivli Municipal Corporation bearing No.KDMP/NRV/CC/312 dated 10.03.2016.
10. Search Report.

I have investigated the title of the Owners Shri Ashok Ramchandra Bhoir and Others to the above said property and I am of the opinion that the title of the owners to the said property is clear, marketable and free from encumbrances and doubts subject to terms of exemption order granted under Section 20 of Urban Land (Ceiling and Regulation) Act, 1976 and in terms of the sanctioned plans, permissions and approvals granted by them Kalyan



शैलेन्द्र द. जल्लवार	
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जे	यल

शैलेन्द्र द. जल्लावार

बी. कॉम., एल.एल.बी.

अॅडवोकेट हायकोर्ट

१०९, विकास हाईटस, संतोषीमता रोड, कल्याण (प).

फोन : २३२२०२६, २३२७४४७

email lawmen2011@yahoo.com

SHAIENDRA D. JALLAWAR

B Com. LL.B

Advocate High Court

105, Vikas Heights, Santoshmata Road, Kalyan (West)

Tel 2322526, 2327447

email lawmen2011@yahoo.com

Dombivali Municipal Corporation M/s. Tulsi Land Developers are well and sufficiently entitled to develop the buildings on the land admeasuring 3378.83 sq. metres.

It appears that by and under a Development Agreement dated 20.06.2006 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under Serial No. 3919/2006 made and executed between Shri Ashok Ramchandra Bhoir and Others as the owners and M/s. Tulsi Land Developers as the Developer, the Owners granted the development rights in respect of the said property to M/s. Tulsi Land Developers at and for the price/consideration and on the terms and conditions therein mentioned.

It appears that on the strength of the powers and authority vested in said M/s. Tulsi Land Developers have got the plans sanctioned from the Kalyan Dombivli Municipal Corporation for construction of building/s on the said property under building commencement certificate bearing No. KDMP/NRV/BP/ KV/96-48 dated 30.04.2010 and the land is also converted to non-agricultural assessment under the Order passed by the District Collector, Thane under order bearing No. Mahsul/K-1/T-7/NAP/SR-76/2009 dated 24.04.2009

It further appears that in pursuance to the sanctioned plans and permissions M/s. Tulsi Land Developers have constructed the buildings A and C wings and the Kalyan Dombivali Municipal Corporation has granted the part completion certificate under No. KDMP/NRV/CC/ KV/312 dated 10.03.2016.

It further appears that said M/s. Tulsi Land Developers in pursuance to the exemption order have issued letter dated 14.02.2015 to the Competent Authority, Ulhasnagar Urban Agglomeration, Thane in respect of providing two flats in A wing.

It further appears that out of the said property an area admeasuring 485 sq. metres being affected by Reservation Site No. 79 (High School) stood handed over in favour of Kalyan Dombivali Municipal Corporation and necessary indemnity bond stood executed in favour of Kalyan Dombivali Municipal Corporation on 01.03.2016 registered at the office of Sub-Registrar of Assurances at Kalyan-2 under serial No. 1645/2016.

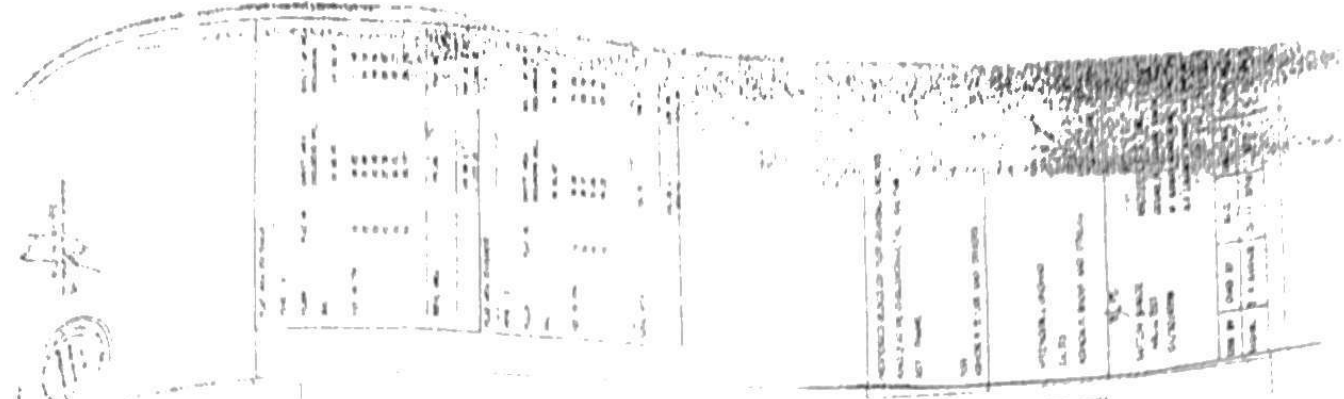


I have gone through the search report taken at the office of Sub-Registrar of Assurances at Kalyan by Shri G. H. Jagtap in respect of the said property and the search report reveals various transactions of sale of rooms and structures to various persons in the said property.

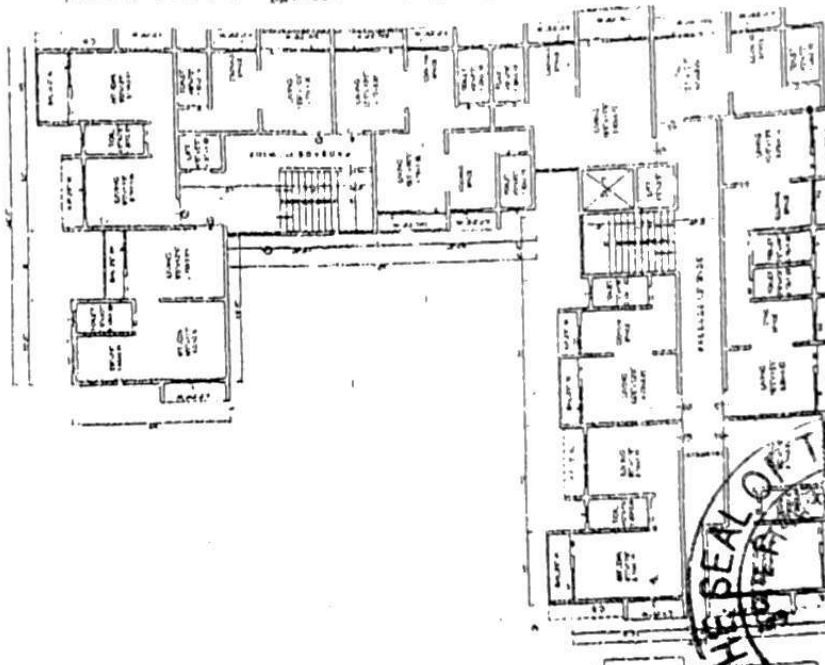
Hence this certificate.

(S. D. JALLAWAR)
(S. D. JALLAWAR)
Advocate

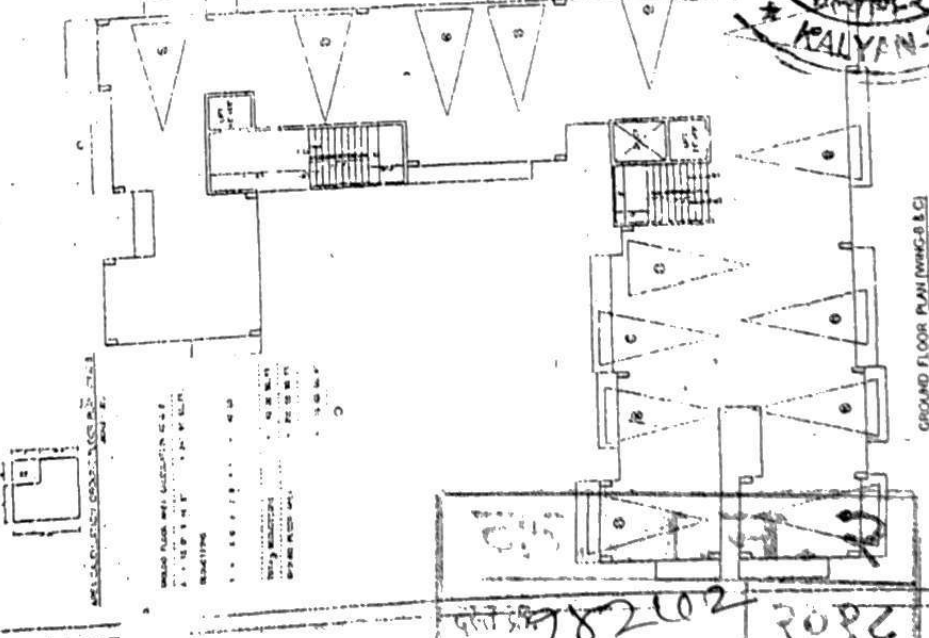
क. ल. नं. २	
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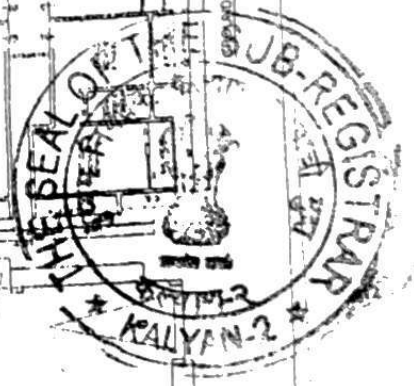
EIGHTH FLOOR PLAN (WING A)



NINTH FLOOR PLAN (WING B & C)
(1ST TO 7TH FLOOR)



GROUND FLOOR PLAN (WING A & C)



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दस्त क्रमांक कलन2 14272/2018

दस्ताचा प्रकार करारनामा

दस्त गोपवारा भाग-2

कलन2 14272/2018
दस्त क्रमांक 14272/2018

अनु क्र	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव म. तुलसी वनंद देवदत्तपुत्र नरें. भागीदार श्री गोपाळ वी मजलिया पत्ता प्लॉट नं. , माळा नं. , इमारतीचे नाव: तुलसी पुत्रा, ब्लॉक नं. खडकपाडा, रोड नं. कल्याण, महाराष्ट्र, ठाणे पिन नंबर AACFT9796J	लिहून घेणार वय -54 स्वाक्षरी - <i>Senjaria</i>		
2	नाव रामराव संतोष पाटील पत्ता प्लॉट नं वी/308, माळा नं: निमरा मजला, इमारतीचे नाव महावीर अपार्टमेंट 2, ब्लॉक नं: जैन सोमायटी समोर, रोड नं: संतोषी माता रोड, कल्याण प. महाराष्ट्र, ठाणे पिन नंबर ACVPP9425B	लिहून घेणार वय -54 स्वाक्षरी - <i>Pati</i>		
3	नाव नग्या रामराव पाटील पत्ता प्लॉट नं वी/308, माळा नं: निमरा मजला, इमारतीचे नाव महावीर अपार्टमेंट 2, ब्लॉक नं: जैन सोमायटी समोर, रोड नं: संतोषी माता रोड, कल्याण प. महाराष्ट्र, ठाणे. पिन नंबर BXPPP9440N <i>S.R Patil</i>	लिहून घेणार वय -51 स्वाक्षरी -		

वरील दस्तऐवज करत देणार तथाकथित करारनामा चा दस्त ऐवज करत दिल्याचे कबुल करताना
शिक्रा क्र.3 ची वेळ 04 / 12 / 2018 01 : 05 : 51 PM

ओळख -
खालील दस्त असे निवदीत करताना की ते दस्तऐवज करत देणा-यांना व्यक्तीशः ओळखतात. व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव मनिष नुळमकर - - वय 33 पत्ता Kalyan पिन कोड 421301	स्वाक्षरी <i>Mishra</i>		
2	नाव वृषभ उदाड वय:25 पत्ता:Kalyan पिन कोड:421301	स्वाक्षरी <i>Vr</i>		

शिक्रा क्र.4 ची वेळ:04 / 12 / 2018 01 : 07 : 35 PM

शिक्रा क्र.5 ची वेळ 04 / 12 / 2018 01 : 10 : 34 PM नोंदणी पुस्तक 1 मध्ये

सह Sub-Registrar Kalyan-3
करारनामा

Epayment Details



sr Epayment Number Defacement Number
1 MH008785939201819M 0004912795201819

14272 /2018

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GOPAL B SENJALIA

BACHUBHAI RAVJIBHAI SENJALIA

20/01/1964
Permanent Account Number
ACTPS3399H

Gopal Senjalia
Signature



17112005

Gopal Senjalia

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AACFT9796J



नाम /NAME
TULSI LAND DEVELOPERS

निगमन/बनाने की तिथि /DATE OF INCORPORATION/FORMATION
25-03-2003

P.R. Sharma

आयकर अधिकारी (कंप्यूटर कार्य)
Commissioner of Income-tax (Computer Operations)

आयकर विभाग

भारत सरकार
GOVT. OF INDIA

S. R. PATIL

RESIDENT BACHUBHAI SHINDE

01-04-1964

BAACHUBHAI SHINDE

S.R. Patil

S.R. Patil



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ACVPP9425E



नाम /NAME
RAMESH SANTOSH PATIL

पिता का नाम /FATHER'S NAME
SANTOSH MAHADU PATIL

जन्म तिथि /DATE OF BIRTH
01-04-1964

आयकर अधिकारी (कंप्यूटर कार्य)
Commissioner of Income-tax (Computer Operations)

R.H.

आयकर अधिकारी (कंप्यूटर कार्य)
Commissioner of Income-tax (Computer Operations)

P.R. Sharma



भारत सरकार
Government of India



उधड कृष्ण चव्हाण

Undhad Rushabh Chaudhary

जन्म तारीख/ DOB: 07/04/1993

पुरुष / MALE



4833 7736 3052



भारत सरकार
GOVERNMENT OF INDIA



मनिष अशोक तुलसकर

Manish Ashok Tulaskar

जन्म वर्ष / Year of Birth 1984

पुरुष / Male



6339 4923 0241

सामान्य माणसाचा अधिकार

M. Tulaskar

क.स.स.स. २	
दस्त क्र. ४२०२/२०१८	
५५	५८