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KARJAT.

90/3330 पावती Original/Duplicate नोंदणी क्रं. :39म Wednesday, June 28, 2017 3:21 PM Regn.:39M पावती क्रं.: 5453 दिनांक: 28/06/2017 गावाचे नाव: धामणी दस्तऐवजाचा अनुक्रमांक: कजर-3330-2017 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: संगीता प्रकाश रुईया - -नोंदणी फी रु. 30000.00 दस्त हाताळणी फी रु. 2400.00 पृष्ठांची संख्या: 120 रु. 32400.00 एकूण: आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:28 PM ह्या वेळेस मिळेल. बाजार मुल्य: रु.9495000 /-मोबदला रु.9900000/-भरलेले मुद्रांक शुल्क : रु. 396000/-1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002703181201718S दिनांक: 23/06/2017 बँकेचे नाव व पत्ता: IDBI 2) देयकाचा प्रकार: By Cash रक्कम: रु 2400/-मी श्री./श्रीम. सीडी व थंडनेल प्रतपरत नेप्यासाठी को 🔑 बीयती यांना प्राधिकृत करत आहे तरी सदर दल्लोवज यांच्या देण्यात यावी ही दिनंती.

पक्षकाराची सही



28/06/2017

सूची क्र.2

दुय्यम निबंधक : दु.नि. कर्जत

दस्त क्रमांक : 3330/2017

नोदंणी : Regn:63m

गावाचे नाव: 1) धामणी

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

9900000

(3) बाजारभाव

9495000

(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) 1) पालिकेचे नाव:रायगड इतर वर्णन :, इतर माहिती: विभाग-1 प्लॉट दर 1670/- प्रती चौ.मी. बांधकाम दर 23300/- प्रती चौ.मी.)मौजे धामणी ता कर्जत जि रायगड येथील(जुने सर्व्हें नंबर $89/1/\overline{a}$ 1,90/6,89/2,90/3,90/5,89/1/बी1,181/2,88/12,88/13,90/4,89/1ए,90/1,92/1,181/1) जुना स.नंबर 185 केजेपी ऑडर प्रमाणे नवीन सर्व्हें नंबर 88अ प्लॉट नंबर 36 क्षेत्र 1004 चौ.मी.आकार 100.40 व बंगलो नं.36,एकूण बंगलो बांधकाम क्षेत्र 279.61 चौ.मी.कारपेट((Survey Number : 88A ;))

(5) क्षेत्रफळ

1) 0 चौ.फूट

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

- 1): नाव:-सुरेश मधुकर पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - वय:-31; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AAGPP1102Q
- 2): नाव:-अश्विन सुरेश पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - वय:-31; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AOYPP5990A
- 3): नाव:-डेव्हलपर्स सुरेश मधुकर पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - वय:-31; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AAGPP1102Q 4): नाव:-डेव्हलपर्स अश्विन सुरेश पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - वय:-31;

पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AOYPP5990A

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-संगीता प्रकाश रुईया - - वय:-52; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा-सदिनका नंबर 91 नववा मजला 2 ए विंडेमेरे,न्यू लिंक रोड समोर,शांतीवन म्हाडा जवळ,अंधेरी वेस्ट मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400053 पॅन नं:-AABPR3846A

2): नाव:-प्रकाश रामगोपाळ रुईया - - वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा-सदिनका नंबर 91 नववा मजला 2 ए विंडेर्मेरे,न्यू लिंक रोड समोर,शांतीवन म्हाडा जवळ,अंधेरी वेस्ट मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400053 पॅन नं:-AABPR3437K

(9) दस्तऐवज करुन दिल्याचा दिनांक

28/06/2017

(10)दस्त नोंदणी केल्याचा दिनांक 28/06/2017

नारचा चा चिताचा

3330/2017

(11)अनुक्रमांक,खंड व पृष्ठ

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(12)वाजारभावाप्रमाणे मुद्रांक शुल्क 396000

(13)बाजारभावाप्रमाणे

30000

नोंदणी शुल्क

(14)शेरा

दुयाम जिंबाम, कर्जत

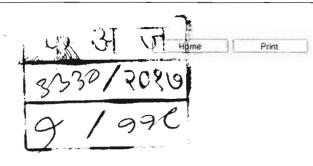


मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (iii) Within the limits of any Grampanchayat area or any such area not mentioned in sub-clause (ii)

DOC NO. 3330 2017

	मूल्यांकन पत्रक (ग्रामीण क्षेत्र-खुली जमीन	
Valuation ID : 201706297471		29 June 2017,05:47:22 Pl
मूल्यांकनाचे वर्षः	2017	
जिल्हा :	रायगड	
तालुका	कर्जत	
गावाचे नाव .	धामणी	
क्षेत्राचे नांव :	Rural	
विभागाचे नाव :	1	
सर्वे नंबर/गट नंबर.	88	
मूल्यदर	Rs. 1670 /-	
मेळकतीचा प्रकार	खुली	
कॉर्नर प्लॉट नाही नुसार जिमनीचा दर	Rs.1670 /-	
जमिनीचा वापर	बिनशेती जमीनी/भूखंड	
जिमिनीचा दर	Rs.1670 /-	
मिळकतीचे क्षेत्र	1004 चौ. मीटर Layout Plot	
मोजमापनाचे एकक	चौ. मीटर	
Sale Of Whole Layout Land	No	
 1. 1004चौ मीटर क्षेत्रासाठी वार्षिक मूल्य 	दरावर 100 % मल्य दर =1670 /-	
1004चौ मीटर क्षेत्रासाठी मुल्याकंन = 1		
= 1676		
जमीनीचे एकत्रित अंतिम मुल्य = मिळ		
=1676680	+ 0	
= Rs.167	680/-	

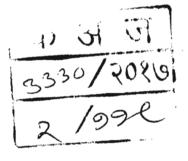




		मूल्यांव	कन पत्रक (ग्रामीण क्षेत्र - बां धीव	ſ)		
aluation ID	201706297507	,	,	29 Ju	ine 2017,05:49:43 P	М
मुल्यांकनाचे वर्ष जिल्हा तालुक्याचे नांव गांवाचे नांव	2017 रायगड कर्जत धामणी					
क्षेत्राचे नांव	Rural		सर्व्हे नंबर /न. भू. क्र	मांक: 88		
वार्षिक मूल्य दर तब खुली जमीन 1670	न्त्यानुसार मूल्यदर रु. निवासी सदनिका	कार्यालय -	दुकाने	औद्योगीक -	मोजमापनाः चौ. मीटर	_ ये एकक
बांधीव क्षेत्राची माहि	ती					
मिळकतीचे क्षेत्र -	335.532 चौ . मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकती	चा प्रकार- ब	ांधीव
बांधकामाचे वर्गीकरण-	!-आर सी सी	मिळकतीचे वय -	0 ТО 2 ач	मूल्यदर/ब दर-	गंधकामाचा R	s.1670/-
उद्ववाहन सुविधा -	नाही	मजला -	Ground Floor/Stilt Floor			
घसा-यानुसार मिव	क्रकतीचा प्रति चौ. मीटर	मृल्यदर = (वा			घट/वाढ	
3		•	300 * (100 / 100)) * 1	,		
			:23300/-			
A) मुख्य मिळकतीचे	मुल्य	= वरील प्रमाप	गे मुल्य दर * मिळकतीचे क्षेत्र			
		= 23300 * 33	5.532			
		= Rs.781789	5.6/-			
एकत्रित अंतिम मु			जिमनीवरील वाहन तळाचे मुल्य + बं वतीच्या खुल्या जागेचे मुल्य + तळघर			
		+C+D+E+F+(-	ū	
		5.6 + 0 + 0 + 0 + 0	+ 0 + 0 + 0			
	=Rs. 7817	895.6/-				

Home

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महाराष्ट्र शासन बक्त ब का षाग्राप्र पा DBANK & TREASURY RECEIPT (e-SE

16100512272209

Bank/Branch: IBKL - 6910653/Sanpada

Pmt Txn id : 127421366 Pmt DtTime : 23-JUN-2017@18:23:48 ChallanIdNo: 69103332017062352131

: 1301-RAIGAD District

Stationery No: 16100512272209

Print DtTime : 23-Jun-2017@19:25:17 GRAS GRN : MH002703181201718S : IGR149-KJT_KARJAT SUB R Office Name

23-Jun-2017@15:21:56 GRN Date

StDaty Schm: 0030046401-75/STAMP DUTY

StDuty Amt: R 3,96,000/- (Rs Three, Nine Six, Zero Zero Zero only)

Rgnree Schm: 0030063301-70/Registration Fees

RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

: B25-Agreement to sell/Transfer/Assignment Article

Consideration: R 99,00,000/-Prop Mublty: Immovable

Prop Descr : Bungalow No 36, ESHAANYA, Survey No 88A, Village Dhamni, Old Surve

85, Tal Karjat, Raigad, Maharashtra, 410201

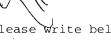
Payer: PAN-AABPR3846A, SANGEETA PRAKASH RUIA

Other Party: PAN-AAGPP1102Q, SURESH MADHUKAR PATKAR

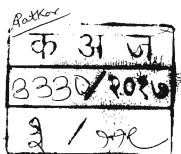
Bank officiall Name & Signature

Bank official2 Name & Signature

Space for customer/office use - - - Please Write below this line















AGREEMENT FOR SALE



THIS AGREEMENT FOR SALE made at Village Dhamni, Taluka Karjatrand District Raigad on this 28th day of June 2017

BETWEEN

(1) MR. SURESH MADHUKAR PATKAR (PAN: AAGPP1102Q) Aged 59 years and (2) MR. ASHWYN SURESH PATKAR (PAN: AOYPP5990A) Aged 29 years having office at 604, The Affaires, Plot # 9, Off Palm Beach Road, Sector 17, Sanpada, Navi Mumbai 400 705 and hereinafter called "THE LAND OWNER/S" (which expression shall unless repugnant to the context or meaning thereof mean and include his/their heirs, executors, administrators and assigns) of the First Part;

AND

- (1) MR. SURESH MADHUKAR PATKAR (PAN: AAGPP1102Q) Aged 59 years
- (2) MR. ASHWYN SURESH PATKAR (PAN: AOYPP5990A) Aged 29 years

Both having office at 604, The Affaires, Plot # 9, Off Palm Beach Road, Sector 17, Sanpada, Navi Mumbai 400 705 and hereinafter called "THE DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the Second Part:

The Land Owners and the Developers together shall be referred to as Promoters in this agreement and shall be considered such for the purpose of the Real Estate (Regulation and Development) Act, 2016

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AND

MRS. SANGEETA PRAKASH RUIA (PAN AABPR3846A) and MRS. PRAKASH RAMGOPAL RUIA (PAN AABPR3437K) Indian inhabitant residing at Flat No. 91, 9th Floor, 2 A Windermere, Off New Link Road, Near Shantivan, Mhada, Andheri (W), Mumbai – 400053. and hereinafter called as 'THE ALLOTTEE/S' (which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include his / her / their heirs, executors, administrators, legal representatives, successors and assigns) of the Other Part;

WHEREAS:-

A. (i) By and under various deed of conveyances executed with various erstwhile landowners, the firstly named developer **Mr. Suresh Madhukar Patkar** purchased from the said landowners various plots of agricultural lands altogether admeasuring at or about 20.64 Acres and situate at Village Dhamni, Taluka Karjat, District Raigad:-

Survey	Hissa No.	Area			
No.		H-R-P	Ares	Approximate	
				Acre	
89	1 B 2	0-71-0	71	1.75	
93	1	4-24-0	424	10.47	
90	6	3-41-0	341	8.42	

(ii) By and under various deed of conveyances executed with various erstwhile landowners, the secondly named developer Mr. Ashwyn Suresh Patkar purchased from the said landowners various plots of agricultural lands altogether admeasuring at or about 32.21 Acres and situate at Village Dhamni, Taluka Karjat, District Raigad:-

Survey No	Hissa No	Area		
Market Still		H-R-P	Ares	Approximate
KARJAT	,			Acre
89	2	1-43-0	143	3.53
90	3	0-0-4	4	0.10

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90	5	0-79-0	79	1.95
89	1 B 1	2-33-0	233	5.76
181	2	1-12-0	112	2.77
88	12	0-11-0	11	0.27
88	13	0-5-0	5	0.12
90	4	0-81-0	81	2.00
89	1A	3-1-0	301	7.43
90	1	2-55-0	255	6.30
92	1	0-44-1	44	1.09
181	1	0-36-0	36	0.89

(iii) The said agricultural land altogether admeasuring at or about 2,12,210 square meters owned by both the Promoters is fully and more particularly described in the Part -A of the First Schedule hereunder.

B. With the intention of developing the said Land and jointly by carving dut residential bungalow plots therein, the Promoters jointly control the Collector of District Raigad a layout/proposal for conversion of the said land from agricultural to non-agricultural purposes and for creation of saveral subplots therein.

C. The Collector of District Raigad sanctioned the Layout Plans and granted the Nor Agricultural Permission No. M.Sha./LNA 1 (B)/ SR 166 2010. Dated the December, 2015. thereby permitting the change of user of the said lagoral altogether admeasuring at or about 2,12,210 square meters and for converting the same to non-agricultural (residential) purposes.

D. Under the said NA Order, the said agricultural land admeasuring at or about 2,12,210 square meters came to be divided in 122 sub-plots/areas identified in the said order as residential plots, (Plot No. 1 to 51 and 53 to 71), open plots (plot no. 72 to 122) and remaining areas approved for infrastructure, amenity areas, recreation areas, open spaces and other areas. The revenue and land records of the said land came to be modified in terms of the said order. Upon the said modification of records, the land altogether admeasuring 2,12,210 square meters has come to be identified as bearing Plot No.88A. The said non-agricultural plots of land are fully and more particularly described in Part-B of the Second Schedule hereunder. The said land

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altogether admeasuring 2,12,210 square meters is hereinafter called and referred to as 'Project Land'.

- E. The Promoters have commenced the implementation the said sanctioned layout in situ and have commenced the demarcation of the areas as per the said sanctioned layout. The Promoters have also commenced implementation of a project named 'Eshaanya' on the project land there under utilizing the floor space index available or to become available in respect of the project land fully and more particularly described in the Second Schedule hereunder and constructing on the said land various residential bungalows/villas and other areas; recreational facilities and (amenity) areas and, either to sell the same to various Allottee/s on ownership basis, or to alienate the same unto various alienees on any other terms and conditions whatsoever that the Promoters may decide.
- F. The Promoters have also envisaged formation of an open-plot co-operative society or such legal entity of the said Allottee/s/alienees (here-in after referred to as the "entity" or "Entity") for the limited purposes of carrying out the maintenance and management of the amenity areas, common areas and open spaces in the project and of transferring unto the said entity the ownership of the said amenity areas, common areas and open spaces reserved in the said layout upon completion of the entire project.

The Promoters have proposed to develop the said project in various stages as per sale of the plots and proposed bungalows. The Promoters have applied to the Collector, Raigad District for obtaining the necessary Bungalow permission for the said proposed development and the said authority has sanctioned the Bungalow plans, submitted by the Promoters and has granted to the Promoters the said sanction and permission under Bungalow Permission (VihitParvana) dated 3 December, 2015 and bearing No. M.Sha./LNA 1 (B)/ SR 166 / 2010. The Collector Raigad District has also issued to the Promoters the Commencement Certificate vide certificate No. M.Sha./LNA 1 (B)/ SR 166 / 2010. Dated 3 December, 2015. Though the promoters here-in have the right to to develop the entire project land, the promoters have decided to carry out development in phases and accordingly have identified /earmarked a portion out of the project land as "Eshaanya Phase I" comprising of 49 sale plots (Plot No. 1 to 37 and 40 to 51) set out in Annexure C2 and that is only the subject matter of this agreement and the said project shall be known as 'Eshaanya'

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- H. The Allottee/s is aware that the Promoters shall have the unconditional right to make any amendments or changes to the approved layout or to the scheme save and except to the location, orientation, dimensions and other aspects of the areas agreed to be sold by the Promoters to the Allottee/s hereunder.
- I. The Promoters have entered into an agreement with Messrs Manajit S. Mohite as liasioning architect and Soyuz Talib Architects Pvt. Ltd. as design architect, a firm of architects duly registered with the Council of Architects and the have also appointed a duly recognised structural engineer for preparing the drawings and designs as well as structural layout of the proposed structures/Bungalows and the said structures proposed to be constructed on the said plots of land shall be completed under their respective professional supervisions.
- J. The Allottee/s is desirous of purchasing a residential bungalow in the said project named 'Eshaanya' together with the ownership rights in the plot situate underneath thereto. The Allottee/s has taken an inspection of the relevant papers and documents pertaining to the said project 'Eshaanya' and has also visited the said land in-situ and is aware of the location, status, approach and boundaries thereof. The Allottee/s has been made aware by the Promoters of the various aspects of the scheme, of the proposed project and also of the rights that the plot Allottee/s shall enjoy as also the liabilities to which the Allottee/s shall be subjected to in respect of the maintenance and management of Allottee/s' own property as well as those of the common areas and amenities in the project.
- the desire to purchase Plot No. 36 admeasuring at or about 1004 square meters ALONGWITH a residential 4 BHK bungalow comprising of Ground plus one upper floor having carpet area of 279.61 square meters that the Promoters shall construct thereon and also along with terraces, verandas, Decks, foyed, balconies, and such open structures not forming a part of the aforesaid carpet area and also pro-rata share in the common areas (Common Areas) as defined under clause (n) of Section 2of the Act (here-in-after referred to as the said Bungalow). The said plot and the said proposed bungalow are hereinafter called and referred to as 'the said property' and is fully and more particularly described in the Third Schedule hereunder.

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- L. The Promoters' architects and structural consultants have prepared the drawings, designs and structural designs of the said proposed bungalow, which the Allottee/s has wholly approved. The said Bungalow plans have been approved by the Collector of District Raigad vide Bungalow Permission (VihitParwana) No. M.Sha./LNA 1 (B)/ SR 166 / 2010. Dated 3rd December, 2015.
- Μ. The Allottee/s has agreed to the terms and conditions on which the Promoters shall develop the said 'Eshaanya'. The Promoters shall sell to the Allottee/s and the Allottee/s shall purchase from the Promoters the said Plot No.36 admeasuring at or about 1004 square meters shown delineated by red coloured boundary line on the above referred plan hereto annexed as Annexure-'C3' ALONGWITH the said residential 4 BHK bungalow comprising of Ground plus one upper floor of 279.61 square meters of carpet area that the Promoters shall construct thereon at or for the sale consideration of Rs. 99,00,000/- (Rupees Ninety Nine Lakhs Only). The term "carpet area" means the net usable floor area of the Bungalow, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Bungalow for exclusive use of the Allottee or verandah area and exclusive open terrace area decks and such open areas appurtenant to the said Bungalow for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Bungalow.

N. The Promoters assures that:-

There are no covenants existing in any document which are affecting or the said property, Project Land, the said Plot or the said proposed

(ii) There are no impediments attached to the said property.

The entire project land is vacant and devoid of claims of tenancy or soccupancy.

no illegal encroachments on the Project Land.

(v) All the necessary permissions pertaining to layout of the land and construction on individual plots have been obtained

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- (vi) The Project Land, the said Plot and the proposed Bungalow is free from mortgage, lien or charge.
- O. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- P. The Promoters are under the process of registering the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and will be done before 31st July, 2017.
- R. Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. 2,10,000/- (Rupees Two Lakhs Ten Thousand Only), being part payment inclusive of TDS@ 1% of the sale consideration of the Plot and the Bungalow agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.
- S. Under Section 13 of the Real Estate Regulation Act, 2016 the Promoters are required to execute a written Agreement for sale of said Plot along with Bungalow with the Allottee/s, being in fact these presents and also be required said Agreement under the Registration Act, 1908.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Plot with Bungalow fully and more particularly described in the Third Schedule hereunders.
- U. (i) Authenticated copies of the Certificate of Title issued by the attorney at law or advocate of the Promoters is annexed hereto and marked as Annexure A1',
 - (ii) Authenticated copies of the Non Agricultural Order is annexed hereto and marked as <u>Annexure 'A2'</u>,
 - (iii) Authenticated copies of the extract of Village Forms VII and XII of the **Plot No.36** on which the bungalow is to be constructed is annexed hereto and marked as **Annexure-'B'**,

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- (iv) Authenticated copies of the plans of the Layout being approved by Collector, District Raigad and NA Order M.Sha./LNA 1 (B)/ SR 166 / 2010. Dated 3rd December, 2015. Issued by the said Authority are annexed hereto and marked as Annexure C1.
- (v) Copy of proposed layout plan and the future proposed development in the project are annexed hereto and marked as **Annexure C2**.
- (vi) Copy of block plan showing the plot which is intended to be purchase by the allottee along with the bungalow are annexed hereto and marked as <u>Annexure</u> C3.
- (vii) Authenticated copies of the plan approved by planning authority are annexed hereto and marked as <u>Annexure-D1</u>.
- (vii) Authenticated copies of floor plan of the bungalow annexed hereto and marked as **Annexure-D2**.
- (v) List of amenities, fixtures and fittings provided within the bungalow are annexed hereto and marked as **Annexure**-<u>'E'</u>.

Promoters hereby agree to sell and transfer unto the Alottee/s ALL THAT

S AGREEMENT WITNESSETH AS FOLLOWS:-

Plot No. 36 admeasuring at or about 1004 square meters shown delineated by red coloured boundary line on the above referred plan hereto annexed as Annexure-'C3' ALONGWITH the residential 4 BHK bungalow comprising of Ground plus one upper floor having 279.61 square meters of carpet area which the Promoters shall construct thereon in accordance with the Plans annexed hereto as Annexure-'D2'. The Promoters shall comply with the plot layout, bungalow plans, RCC designs and other specifications as may be approved or marginated by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Plot and Bungalow except any alteration or addition required by any Government authorities or due to change in law.

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- (a) (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee ALL THAT Plot No. 36 admeasuring at or about 1004 square meters shown delineated by red coloured boundary line on the above referred plan hereto annexed as Annexure-'C3' <u>ALONGWITH</u> the residential 4 BHK bungalow comprising of Ground plus one upper floor having 279.61 square meters of carpet area which the Promoters shall construct thereon in accordance with the Plans annexed hereto as Annexure-D2 for the consideration of Rs. 99,00,000/- (Rupees Ninety Nine Lakhs Only)
- (b) The consideration of the Plot is **Rs. 2112.68** per square meter AND the consideration for construction of the Bungalow is Rs. **27820.43** per square meter. The total aggregate consideration amount for the Plot admeasuring at or about **1004** square meters and the Bungalow proposed to admeasure at or about **279.61** square meters of Carpet area is, thus, **Rs. 99,00,000**/-
- (c) The Allottee has paid on or before execution of this agreement a sum of Rs. 9,90,000/- (Rupees Nine Lakhs Ninety Thousand Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs. 89,10,000/- (Rupees Eighty Nine Lakhs Ten Thousand Only) in the following manner:
 - i. Amount of Rs. 19,80,000/- (Rupees Nineteen Lakhs Eighty Thousand Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement
 - ii. Amount of Rs. 14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand Only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the said Bungalow.
 - Five Thousand Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the Terrace slab of the said Bungalow.
 - iv. Amount of **Rs. 14,85,000/- (Rupees Fourteen Lakhs Eighty Five Thousand Only)** (not exceeding 85% of the total consideration)to be paid to the Promoters on completion of the walls, plaster, of the said Bungalow.

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- v. Amount of Rs. 9,90,000/- (Rupees Nine Lakhs Ninety Thousand Only) (not exceeding 95% of the total consideration)to be paid to the Promoters on completion of the Internal fittings of the said Bungalow.
- vi. Balance Amount of Rs. 4,95,000/- (Rupees Four Lakhs Ninety Five Thousand Only) against and at the time of handing over of the possession of the Bungalow to the Allottee on or after receipt of occupancy certificate or completion certificate.

(d) All the payments under this agreement shall be made by the Purchaser by demand drafts or cross order cheques drawn from the Purchaser's own account in favour of the Developers in the ratio of 40:60 Shares (40%: Suresh Madhukar Patkar, 60%: Ashwyn Suresh Patkar) in their individual accounts having the following bank details:

1) Account Holder Name : Suresh Madhukar Patkar

Bank Name : IDBI Bank Ltd.

Account No. : 0306102000009041

Branch : Sector 18, Sanpada

IFSC Code : IBKL0000306

tount Holder Name : Ashwyn Suresh Patkar

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: IDBI Bank Ltd.

nt No. : 0306102000009034

: Sector 18, Sanpada

: IBKL0000306

However, the Purchaser undertakes that, save and except the payment of consideration from lenders of housing loans, the Purchaser shall not make any payment through RTGS or issue to the Developers any cheque or demand draft from or through the account of any third party.

Rs. 21,21,130/- shall be appropriated towards land and Suresh Madhukar Patkar shall receive a sum of Rs. 8,48,452/- towards land and Ashwyn Suresh Patkar Rs. 12,72,678/-.towards land. The appropriation of each installment of the consideration shall be in proportion to the consideration for the land and consideration for the bungalow as stated in clause 1(b)

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The price is inclusive of tax deducted at source in accordance with the provisions of the Income Tax Act, 1961. The Purchaser shall deduct a sum equivalent to 1% from each of the above installments and immediately deposit the same in the Government account towards payment of Tax Deducted at Source. The Purchaser shall issue to the Developers a proof of deposit of the said TDS.

- (e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Plot and the Bungalow.
- (e)The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent shall enclose authorities etc., the Promoters the said notification/order/rule/regulation published/issued in that behalf to along with the demand letter being issued to the Allottee applicable on subsequent payments.
- (f) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters
- (g) The Promoters shall confirm the final Plot Area and the carpet are of the Bungalow that has been allotted to the Allottee/s after the competent of the Bungalow is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area of the Bungalow shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit, then Promoters shall refund the excess money paid by Allottee within forty-five days with annual

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interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Bungalow, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed/calculated in accordance with Clause 1(a) of this Agreement.

- (h) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 2.1 The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Plot and Bungalow to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Bungalow.
- 2.2 Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Plot with Bungalow to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the line of the completion of a construction by the Promoters as provided in clause 1(c) herein above. ("Payment Plan").
- 3. The Promoters hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Plot is 1004 square meters. It is agreed that the construction of the Bungalow shall be completed using part of the said FSI in accordance with the Plans annexed hereto as Annexure-D1. In the event there remains appears in balance the same shall remain for the exclusive use and disposal of the Allottee.
- 4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the Plot with Bungalow to the Allottee, the Promoters agrees to

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pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoters shall at their own option, may terminate this Agreement :Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of the house period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be may also promoters) within a period of thirty days of the termination, the installments of sale consideration of the Bungalow which may till then have been paid by the Allottee to the Promoters.

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- 5. The fixtures and fittings with regard to the flooring and sanitary fixings and amenities to be provided by the Promoters in the said Bungalow and the Bungalow as are set out in **Annexure-'E'**, annexed hereto.
- 6. The Promoters shall give possession of the Plot with Bungalow to the Allottee on or before. 30th day of June, 2018. If the Promoters fails or neglects to give possession of the Bungalow to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in

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respect of the Bungalow with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Bungalow on the aforesaid date, if the completion of Bungalow is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 **Procedure for taking possession** The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Plot with Bungalow, to the Allottee in terms of this Agreement to be taken within 15 days (fifteen days) from the date of issue of such notice and the Promoters shall give possession of the Plot with Bungalow to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s)to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the completion certificate of the plot with bungalow.

The Allottee shall take possession of the Bungalow within 15 days of the written writee from the promoter to the Allottee intimating that the said Bungalows are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Plot with Bungalow:

Opon receiving a written intimation from the Promoters as per clause 7.1, the Allottee shall take possession of the Plot with Bungalow from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Plot With Bungalow to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Bungalow to the Allottee, the Allottee brings to the notice of the Promoters any structural defect

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in the Bungalow or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act., provided no modifications / alterations have been made and the allottee has followed the user manual given by the promoter.

- 8. The Allottee shall use the Bungalow or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the parking space in the Bungalow only for purpose of keeping or parking vehicle and shall not convert the use thereof for commercial purposes.
- 9.1 The Promoters envisage that each Plot owner shall be the absolute owner of his/her plot along with the bungalow. Moreover, the common areas, open spaces and roads will be owned by an Entity. The Promoters shall, within three months from the date on which 51% of the total number of allotees have booked their bungalow submit an application to form, and the Allottee/s, along with other plot owners /bungalow owners shall join in formation of the entity of the Plot Owners in the Project for the limited purposes of carrying out the maintenance and management of the amenity areas, common areas and open spaces in the project. The Allottee/s for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the entity and for becoming a member, including the byelaws of the proposed contity and in, sign and return to the Promoters within seven day forwarded by the Promoters to the Allottee. No objection Allottee if any, changes or modifications are made in the draft by laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The choice of the legal entity to be formed for this purpose shall be exclusively to be that of the promoter.
- 9.2 (a) The Promoters shall, within three months of registration of the entity as aforesaid and subject to payment of the entire consideration cause to be transferred unto the Alllottee/s, the ownership of the said Plot along with Bungalow.
 - (b) The Promoters shall, within three months from the date of issue of the completion certificate to the last of the building in the layout, cause to be

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transferred unto the entity the ownership of the layout's internal roads, layout's amenity areas, layout's common areas and the open spaces reserved or to be reserved for common use in the said layout.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the Bungalow is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the plot area) of outgoings in respect of the project land and Bungalow/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land. Until the Entity is formed and the said structure of the Bungalow/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Promoters shall deduct Rs.5.5 per Square meter of plot area per month towards the outgoings from the deposit of Rs. 5,00,000/- . The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the Bungalow or wing is executed in favour of the entity or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the Bungalow or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Prometers to the entity, as the case may be.

noters the following amounts:-

Rs. 10,000/- for formation and registration of the entity or Limited

Company/Federation/ Apex body.

RS: Rs 5,00,000 towards provisional monthly contribution

towards of Entity as described in Clause 13. Taxes will be paid

extra if appoicable.

Res 50,000 for Water, Electric, and other utility and services connection

(iv) Rs 10,000/- for Legal charges.

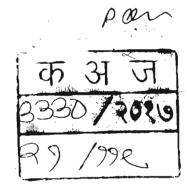
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- 11. The Allottee shall pay to the Promoters applicable charges to meet all legal charges and expenses for conveyance of the amenities and common areas unto the legal entity.
- 12. At the time of registration of conveyance of the plot with Bungalow, the Allottee shall pay to the Promoters, the stamp duty and the registration fees payable on such conveyance. The Alottee shall also pay to the Promoters Allottees' share of stamp duty and registration charges for the deed of conveyance of the ownership of the layout's internal roads, layout's amenity areas, layout's common areas and the open spaces reserved or to be reserved for common use in the said layout.
- 13. In order to maintain the entire project lands, the Promoters may, at their discretion, appoint facility management agencies. The said agency/ies shall manage the project facilities, amenities and services such as sanitary maintenance, garden maintenance, conservatory services, cleaning services, plumbing maintenance, electrical maintenance, parking area maintenance and other maintenance of every nature relevant to the entire project with respect to common areas. The Promoters shall collect Rs 5,00,000 for maintenance activity The fund and the interest earned on the fund to be collected by the Promoters from the Plot Purchaser shall be used strictly for the maintenance of the project and the Promoters shall maintain a separate account of the same .The Promoters shall hand over the balance remaining in the fund account to the Society or the Association of the Plot/property Owners at the time of conveyance of the common areas to the to the said society or association. The Plot Purchaser shall be required to pay his/her/it's the sums claimed therein to the service provider even if such project facilities, amenities and services are not being used by the Plot Purchaser.

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14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Allottee as follows:

- i. The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

All approvals, licenses and permits issued by the competent outhorities with respect to the Project, project land and said Bungalow are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said Bungalow shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land Bungalow and common areas;

not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with

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any person or party with respect to the project land, including the Project and the said Plot with Bungalow which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Plot with Bungalow to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the respect of the project land and/or the Project except the in the title report.
- xii. The Promoters agree and acknowledge that the property being purchased by the Allotee is Phase I of a larger layour sunctioned to them and if and when the next phase or phases are developed allotees/purchasers of the Phase I shall become untitled to the use and enjoyment of the of common areas like access to the water body and such common areas developed in the next phase of phases. The promoters undertake to make all such declarated and representations in their agreements with prospective customers of further phases so that the allotee is fully and unconditionally entitled to such common areas developed in the next or further phases.

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- 15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Bungalow may come, hereby covenants with the Promoters as follows:
 - i. To maintain the Plot and Bungalow at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Plot and Bungalow is taken and shall not do or suffer to be done anything in or to the Bungalow which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Bungalow or any part thereof without the consent of the promoters and local authorities, if required. The Allottee/s assure that the Allottee/s shall not commit violation of FSI regulations and shall indemnify the Promoters against any loss which shall be caused due to illegal construction in or about the Plot or expansion of the Bungalow structure after taking possession thereof.
 - Not to store in the Bungalow any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Bungalow or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure the Bungalow, including entrances of the Bungalow and in case any damage is caused to the Bungalow on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of

To carry out at his own cost all internal repairs to the said Bungalow and maintain the Bungalow in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the Bungalow which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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- Not to demolish or cause to be demolished the Bungalow or any part iv. thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Bungalow or any part thereof, nor any alteration in the elevation and outside colour scheme of the Bungalow and shall keep the portion, sewers, drains and pipes in the Bungalow and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Bungalow and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Bungalow without the prior written permission of the Promoters and/or the Society. The Allottee/s shall make no alterations to lines providing common services such as Water Line, Sewage Line, Electricity Lines, Telephone Lines. Internet Lines, Street Lighting Lines etc.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Bungalow or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow in the combe any portion of the project land and the Bungalow.

Promoters, his share of security deposit demanded by the local authority or Government or giving water, electricity or any other service connection to the Bungalow.

viii. To bear and pay increase in local taxes, water charges insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the Bungalow by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the

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possession of the Bungalow until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the legal entity may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Bungalow and the Bungalows therein and for the observance and performance of the Bungalow Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the legal entity regarding the occupancy and use of the Bungalow in the Bungalow and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the Bungalow is executed in favour of the Allottee/s AND the conveyance of Common Areas is executed in favour of the legal entity, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Bungalow or any part thereof to view and examine the state and condition thereof.

The Alllotees agree and acknowledges that the property being purchased by him is in Phase I of a larger layout sanctioned by the promoters and if and when the next phase or phases are developed the prospective purchasers of the next phase shall become proconditionally entitled to the use and enjoyment of the of common areas like the club-house and such common areas developed in the hase I.

16. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the legal entity or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Bungalow or of the said Plot or any part thereof. The Allottee shall have no claim save and except in respect of the Plot and Bungalow hereby agreed to be sold to him and all amenity areas, common areas, RG Areas, open spaces, common parking spaces, recreation spaces, will remain the property of the Promoters until the said structure of the Bungalow is transferred unto the Allottee and the said Common Areas are transferred unto the legal entity.

18. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement the Promoters shall not mortgage or create a charge on the Plot and Bungalow and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot with Bungalow. However, the Promoters shall have the unfettered right to mortgage or charge a charge on the remaining areas of the Project Land.

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) have from date of receipt by the Allottee and secondly, appears for redistration of the same before the concerned Sub-Registrar as and when intimated by the Promoters of the Allottee(s) fails to execute and deliver to the Promoters this agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, Bungalow and the Project itself.

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent alienees/ allottees of the Plot with Bungalow, in case of a transfer, as the said obligations go along with the Plot with Bungalow for all intents and purposes.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act of the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the allottee shall be liable to bear and pay the proportionate share with respect to plot area.

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25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, hereinafter the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

- 27. The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 28. All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Mrs. Sangeeta Prakash Ruia (Allottee)
Mr. Prakash Ramgopal Ruia (Allottee)

Flat No. 91, 9th Floor, 2 A Windermere, Off New Link Road, Near Shantivan, Mhada, Andheri (W), Mumbai - 400053 Notified Email ID: ruiaprakash@gmail.com

Mr. Suresh Madhukar Patkar (Promoter)
Mr. Ashwyn Suresh Patkar (Promoter)
604, "The Affaires" Plot # 9, Sector 17,
Sanpada, Navi Mumbai – 400 705.
Notified Email ID: patkonlife@gmail.com

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It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee, as the case may be.

29. JOINT ALLOTTEES

In case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears Secondand at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

30. STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

31. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the MAHARERA Authority as per the provisions of the Real State (Regulation and Development) Act, 2016, Rules and Regulations, there under 2009.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the District out at Raigad will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove damed have set their respective hands and signed this Agreement for sale at (Karjat, Raigad) in the presence of attesting witness, signing as such on the day Second above written.

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First Schedule

(Original agricultural land)

(i) Agricultural lands purchased by **Shri Suresh Madhukar Patkar** and lying, being and situate at Village Dhamni, Taluka Karjat, District Raigad:-

Survey	Hissa No.	Area		
No.		H-R-P Ares		Approximate
				Acre
89	1 B 2	0-71-0	71	1.75
93	1	4-24-0	424	10.47
90	6	3-41-0	341	8.42

(ii) Agricultural lands purchased by Shri Ashwyn Suresh Patkar being and situate at Village Dhamni, Taluka Karjat, District Raigad: Hissa No Survey No Area H-R-P Ares Approximate Acre ... 18.5\$UB 2 1-43-0 143 89 90 3 0-0-4 4 90 5 0-79-0 79 89 1 B 1 2-33-0 233 2 181 1-12-0 112 HAHJAT 12 0-11-0 11 0.27 88 13 0-5-0 5 0.12 88 2.00 90 0-81-0 81 89 1A 3-1-0 301 7.43



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Second Schedule

(Non-Agricultural Land)

ALL THAT pieces or parcels of Non-Agricultural land altogether admeasuring at or about 2,12,210 square meters divided in 122 (Seventy Two) sub-plots/areas identified in the Non Agricultural Permission No. M.Sha./LNA 1(B) / SR 166 / 2010 dated 3rd December 2015 as residential saleable plots (Plot Nos. 1 to 51 and 53 to 71) open plots (plot no. 72 to 122) and remaining areas approved for infrastructure, amenity areas, recreation areas, open spaces and other areas and lying being and situate at Village Dhamni, Taluka Karjat, District Raigad.

Third Schedule

(Purchaser's Premises)

ALL THAT residential Plot admeasuring at or about 1004 square meters and bearing Plot No. 36 and shown surrounded by red coloured boundary lines on the plan hereto annexed as Annexure- 'C3' ALONGWITH a duly constructed residential 4 BHK bungalow comprising of Ground plus one upper floor having Carpet area of 279.61 square meters to be constructed on old survey no. 185 and now new survey no. /allotted survey no. 88A as per KJP order (Old agricultaral land survey No. 89/1/B2, 93/1, 90/6, 89/2, 90/3, 90/5, 89/1/B1, 181/2, 88/12, 88/13, 90/4, 89/1A, 90/1, 92/1 & 181/1) in accordance with the building plans approved on 3rd December 2015 by the Collector of District

SIGNED SEALED AND DELIVERED

By the withinnamed 'Allottee'

(including joint buyers)

KARJA

ಸ್(೯) MRS, SANGEETA PRAKASH RUIA)

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(2) MR. PRAKASH RAMGOPAL RUIA POLITA

In the presence of.....

1. ReDeshmuch

2. C. N. Judasc



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SIGNED SEALED AND DELIVERED	
By the withinnamed 'Land Owners'	
1. Mr. Suresh Madhukar Patkar	
LANT	
2. Mr. Ashwyn Suresh Patkar	
Rott	cor
in the presence of	
2. C.M. Julane	
SIGNED SEALED AND DELIVERED	
By the withinnanied—Levelopers '	
1 MF Suresi Madrollar Patkar	
3330/2084	
33/99e Jabs	
2. Mr. Ashwyn Suresh Patkar	
In the presence of and	
1. Propositional section of the sect	

LIST OF ANNEXURES

- (i) Authenticated copies of the Certificate of Title issued by the attorney at law or advocate of the Promoters is annexed hereto and marked as **Annexure 'A1'**,
- (ii) Authenticated copies of the Non Agricultural Order is annexed hereto and marked as <u>Annexure 'A2'</u>,
- (iii) Authenticated copies of the extract of Village Forms VII and XII of the **Plot No. 36** on which the bungalow is to be constructed is annexed hereto and marked as **Annexure-'B'**,.
- (iv) Authenticated copies of the plans of the Layout being approved by Collector, District Raigad and NA Order M.Sha./LNA 1 (B)/ SR 166 / 2010. Dated 3rd December, 2015. issued by the said Authority are annexed hereto and marked as Annexure C1.
- (v) Copy of proposed layout plan and the future proposed development in the project are annexed hereto and marked as <u>Annexure C2</u>.

Quality with the bungalow are annexed hereto and marked as

(vii) Authenticated copies of the plan approved by planning authority are annexed thereto and marked as Annexure-D1.

Authenticated copies of floor plan of the bungalow annexed hereto and warked as Annexure-D2.

(v) List MASThenities, fixtures and fittings provided within the bungalow are annexed hereto and marked as Annexure-'E'.

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RECEIPT

RECEIVED of and from the Allottee above named the sum of **Rs. 84,000/-** (**Rupee Eighty Four Thousand Only**) as Part consideration inclusive of TDS@ 1% as mentioned hereinabove paid by him/her/them to us on execution hereof as per terms & conditions of this Agreement.

I/WE SAY RECEIVED

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Suresh Madhukar Patkar (Promoter)

RECEIPT

RECEIVED of and from the Allottee above named the sum of Rs. 1,26,000/-(Rupee One Lakh Twenty Six Thousand Only) as Part consideration inclusive of TDS@ 1% as mentioned hereinabove paid by him/her/them to us on execution hereof as per terms & conditions of this Agreement.

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I/WE SAY RECEIVED

Patro

Ashwyn Suresh Patkar (Promoter)





ANNEXURE "A1"

PS Legal ADVOCATES & SOLICITORS

Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

TO WHOMSOEVER IT MAY COME

Re: ALL THOSE 122 sub-plots of Non-Agricultural land and other infrastructure areas altogether admeasuring at or about 2,12,210 square meters identified in the Non Agricultural Permission No. M.Sha./LNA 1(B) / SR 166 / 2010 dated 3rd December 2015 and formerly bearing S. No. 88 Hissa 12 and 13; S. No. 89 Hissas 1A, 1B1, 1B2 and 2; S. No. 90 Hissa 1, 3, 4, 5 and 6; S. No. 92 Hissa 1; S. No. 93 Hissa 1 and S. No. 181 Hissas 1 and 2 of Village Dhamni, Taluka Karjat, District Raigad and bounded as follows:

On or towards the East by

: Forest Land and Land bearing Survey No. 183

On or towards the West by On or towards the North by : Land bearing Survey No. 1 and 2 : Land bearing Survey No. 85 and 88

On or towards the South by

: Village Road and Land bearing Survey No.

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93/2, 92/3 and 89

We have investigated the title of Shri Suresh Madhukar Patkar and Shri Ashwyn Suresh Patkar in respect of the captioned lands.

1. In order to investigate the title of the said lands, we have carried out a search of the revenue records in the office of the sub registrar of assurances at Karjat and Alibag from the year 1986 onwards and we have not found any entry or document affecting the title of the said lands. We have also published public notices in English daily 'Free Press Journal' and Marathi daily 'Nav Shakti' both dated 27th May 2016 inviting claims etc. on title to the said lands. We have not received any claim or objection in response thereto. We clarify that we have relied on the said search and the said public notice for the purposes of issuing the present title certificate.

We have perused documents (or copies of documents) of title that were shown to us by the landowners Shri Suresh Madhukar Patkar and Shri Ashwyn Suresh Patkar. We clarify that we have placed complete reliance on the copies shown to us as genuine. For the purposes of issuing this certificate we have relied upon the devolution of property recorded in the above documents of title the fitte certificate issued by Mr. Jagdish Urankar and also or the reverse and Valid records.

3. From the contents of the documents perused by us, it is seen by us that prior to 3rd December 2015, the captioned plots of land were agricultural and as identified by S. No. 88 Hissa 12 and 13; S. No. 89 Hissas 1A, 1B1, 1B2 and 2; 6



No. 90 Hissa 1, 3, 4, 5 and 6; S. No. 92 Hissa 1; S. No. 93 Hissa 1 and S. No. 181 Hissas 1 and 2 of Village Dhamni, Taluka Karjat, District Raigad. The ownership rights and absolute titles of these land parcels were acquired by the present owners as under:

4. (A) Plot of Land bearing Survey No. 88 Hissa No. 12:-

- (i) From the documents perused by us it is seen that by and under a duly registered Sale Deed dated 17th June 1995 one Shri. Babu Vithu Aswale sold unto Shri. Pradeep Prabhakar Patkar the agricultural land being ALL THAT piece or parcel of agricultural land bearing Survey No. 88 Hissa no. 12 of Village Dhamni, Taluka Karjat, District Raigad and admeasuring 0-11-0 (11 Ares). The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1190 dated 18th December 1995.
- (ii) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Fradeep Patkar. The names of the heirs and deceased were recorded or the record of rights vide Mutation Entry No. 1464 dated 10th November 2009.

Hereafter, Smt. Parna Pradeep Patkar being the constituted attorney for her children being Ms. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar executed in favour of Shri Ashwyn Suresh Patkar on a Deed of the dated 27th March 2014 and duly registered under no. 1681/2014 therein transferring the rights title and interest in the said land unto the said Shri Ashwyn Suresh Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1717 dated 28th March 2014.

Thus the said Shri Ashwyn Suresh Patkar became the absolute owner of ALC: HAT piece and parcel of agricultural land bearing Survey No. 88 Hissa No. 12 of Village Dhamni, Taluka Karjat, District Raigad and admeasuring 0-11-0 (11 Ares).

Pfot of Land bearing Survey No. 88, Hissa No. 13

From the documents perused by us it is seen that, by and under a duly registered Sale Deed dated 17th June 1995 one Shri. Babu Vithu Aswale sold unto Shri. Pradeep Prabhakar Patkar the agricultural Land being



Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

ALL THAT piece or parcel of agricultural land admeasuring 0-05-0 (5 Ares) bearing Survey No. 88 Hissa no. 13 of Village Dhamni, Taluka Karjat, District Raigad. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1190 dated 18th December 1995.

- (ii) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The names of the heirs and deceased were recorded on the record of rights vide Mutation Entry No. 1464 dated 10th November 2009.
- (iii) Thereafter, Smt. Parna Pradeep Patkar being the constituted attorney for her children being Ms. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar executed in favour of Shri Ashwyn Suresh Patkar on a Deed of Sale dated 27th March 2014 and duly registered under no. 1681/2014 therein transferring the rights title and interest in the said land unto the said Shri Ashwyn Suresh Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1717 dated 28th March 2014.
- (iv) Thus the said Shri Ashwyn Suresh Patkar became the absolute owner of ALL THAT piece and parcel of agricultural land admeasuring 5 Ares bearing Survey No. 88 Hissa No. 13 of Village Dhamni, Taluka Karjat, District Raigad.
- (C) Plot of Land bearing Survey No. 89, Hissa No. 1A
- (i) From the documents perusedby us it is seen that, prior to 8th January 1955, one Shri. Vithu Tukaram Aswale was the owner of the agricultural land being ALL THAT piece and parcel of land now bearing Survey No. 89 Hissa No. 1A admeasuring about 3 Hectors 1 Ares lying and being situate at Village Dhamni, Taluka Karjat, District Raigad. The said Mr. Vithu Tukaram Aswale sold the said land to Shri Dagdu Rama Kadam. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 472 dated 30th January 1955.
 - The said Shri. Dagdu Rama Kadam died on 4th June 1969 leaving behind him his sons namely Shri. Pandharinath Dagdu Badum, Shr Ghala Dagdu Kadam and his daughters being Smt. Sahubai Dagdu Kadam, Smt. Shantabai Dagdu Kadam, Smt. Nirabai Pagdu Kadam and his wife being Smt. Jayabai Dagdu Kadam. The said names of



(ii)



the heirs (waras) were recorded in the record of rights pertaining to the land vide Mutation Entry No. 797 dated 15th April 1970.

- (iii) One Smt. Janabai Dagdu Kadam, daughter of Dagdu Rama Kadam died leaving behind her no heir except her brothers being Shri. Pandharinath Dagdu Kadam, Shri Shankar Dagdu Kadam and her sisters namely Smt. Jaya Dagdu Kadam, Smt. Sakhubai Vitthal Mhase, Smt. Shantabai Tanaji Sawant and Smt. Nirabai Dattatray Khaire. The said names of the deceased and heir were recorded in the record of rights pertaining to the land being being ALL THAT piece and parcel of agricultural land now bearing Survey No. 89 Hissa No. 1A of Village Dhamni, Taluka Karjat, District Raigad admeasuring about 3 Hectors 1 Ares vide Mutation Entry No. 1197 dated 4th April 1997.
- (iv) Further, Shri. Pandharinath Dagdu Kadam, Shri Shankar Dagdu Kadam, Smt. Jaya Dagdu Kadam, Smt. Sakhubai Vitthal Mhase, Smt. Shantabai Tanaji Sawant and Smt. Nirabai Dattatray Khaire executed a registered deed of sale dated 10th June 1997 of the said land in favour of Smt. Parna Pradeep Patkar, Miss. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar, therein transferring the rights title and interest in ALL THAT piece and parcel of agricultural land now bearing Survey No. 89 Hissa No. 1A of Village Dhamni, Taluka Karjat, District Raigad admeasuring about 3 Hectors 1 Ares unto the said Smt. Parna Pradeep Patkar, Miss. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1204, dated 18th February 1998.

Theleafter, by and under a registered Deed of Sale dated 27th March 2014 and duly registered under Serial No. 1681/2014, the said Smt. Bruit radeep Patkar being the constituted attorney for her children being Me. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar executed a registered Deed of Sale unto Shri Ashwyn Suresh Patkar therein transferring the rights title and interest in ALL THAT piece and parcel of agricultural land now bearing Survey No. 89 Hissa No. 1A of Village Dhamni, Taluka Karjat, District Raigad admeasuring about 3 Hectors 1 Ares links the said Shri Ashwyn Suresh Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry has been approved by the Circle Officer on 21st April 2014.

This the said thri Ashwyn Suresh Patkar obtained the ownership rights of ALL THAT piece and parcel of agricultural land now bearing Survey



Prasanna Sarpotdar Advocate & Solicitor

304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

No. 89 Hissa No. 1A of Village Dhamni, Taluka Karjat, District Raigad admeasuring about 3 Hectors 1 Ares.

(D) Plot of Land bearing Survey No. 89, Hissa No. 1B/1

- (i) From the documents perused by us it is seen that prior to 1994, one Shri. Babu Vithoba Aswale was the owner of ALL THAT piece and parcel of agricultural land bearing Survey No. 89, Hissa No. 1B/1 of Village Dhamni, Taluka Karjat, District Raigad and admeasuring about 2 Hectors 33 Ares.
- The said Shri. Babu Vithoba Aswale transferred the said land unto his (ii) son being Shri. Jeevan Babu Aswale and his name was deleted from the revenue record and the name of his said son was then recorded on the concerned revenue record vide Mutation Entry No. 1152 dated 2nd June 1994.
- (iii) The said Shri Jeevan Babu Aswale then sold the said land unto Shri. Pradeep Prabhakar Aswale by and under a Deed of Sale dated 2nd May 1995 and duly registered under Serial No. 861B/1995. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1189 dated 18th December 1995.
- Thereafter, by and under a Sale Deed dated 21st October 2003 and duly (iv) registered under Serial No. 2552/2003 the said Shri. Pradeep Prabhakar Patkar sold unto Mrs. Parna Pradeep Patkar and Miss. Aarti Pradeep Patkar the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1410 dated 18th March 2008.
- (v) Thereafter, by and under a Sale Deed dated 27th March 2014 bearing registration no. 1678/2014 the said Smt. Parna Pradeep Patkar being the constituted attorney for her daughter being Ms. Aarti Pradeep Patkar sold unto Shri Ashwyn Suresh Patkar the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1714 on 28th March 2014.
- Thus the said Shri Ashwyn Suresh Patkar obtain (vi) of ALL THAT piece and parcel of agricultural lan Hissa No. 1B/1 of Village Dhamni, Taluka Karjat, District admeasuring about 2 Hectors 33 Ares.





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(E) Plot of Land bearing Survey No. 89, Hissa No. 1B/2

- (i) From the documents perused by us it is seen that, prior to 8th February 1989, the one Shri Sitaram Vithoba Aswale was the owner of the land being ALL THAT piece and parcel of agricultural land admeasuring about 71 Ares and now bearing Survey No. 89, Hissa No. 1B/2 of Village Dhamni, Taluka Karjat, District Raigad. By and under a Sale Deed dated 8th February 1989 the said Shri. Sitaram Vithoba Aswale sold the said land to one Shri. Yashwant Krushna Raudhal. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1168 dated 5th July 1995.
- (ii) Thereafter, by a Sale Deed dated 11th May 1999 and registered under Serial No. 834 of 1999 the said Shri. Yashwant Krushna Raudhal sold unto Shri. Rahul Pradeep Patkar and Ms. Arti Pradeep Patkar the said land. The said land came to be mutated on the record of rights in the name of the said purchasers vide Mutation Entry No. 1305 on 11th April 2003.
- (iii) Further, by a Sale Deed dated 27th March 2014 and duly registered under Serial No. 1675/2014 the said Smt. Parna Pradeep Patkar being the constituted attorney for her children Mr. Rahul Pradeep Patkar and Ms. Aarti Pradeep Patkar sold unto Shri Suresh Madhukar Patkar the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1711 on 28th March 2014.
- (iv) Thus the said Shri Suresh Madhukar Patkar obtained the absolute ownership aghts of ALL THAT piece and parcel of agricultural land now bearing Survey No. 89 Hissa No. 1B/2 of Village Dhamni, Taluka Karjat, District Raigad and admeasuring about 71 Ares.

t o'Lland bearing Survey No. 89, Hissa No. 2

From the documents perused by us it is seen that, prior to 1943 one Shri Gulam Amin Sahed Naze was the owner of agricultural lands including agricultural land now admeasuring about 1 Hectors 43 Ares and now bearing Survey No. 89 Hissa No. 2 of Village Dhamni, Taluka Karjat, District Raigad.

By a Deed of Sale dates the January 1943, the said Mr. Gulam Amin Salieb Haze sold unto Shri. Vittu Tukarani Aswale the said land. The said land

Advocates & Suite

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Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 276 dated 25th July 1944.

- (iii) The said Shri. Vithu Tukaram Aswale thereafter mortgaged the said land unto 'Kashele Group Vividh Karyakari Sahakari Society Ltd.' by executing Ekarar Patrak dated 2nd July 1951. The said mortgage has been duly recorded vide Mutation Entry No. 419 on 10th June 1951. The said charge of Kashele Society dated 2nd July 1951 on the said land has been extinguisjed and the same has been duly recorded vide Mutation entry no. 1494 on 14th June 2010.
- (iv) Thereafter the said Shri Vithu Tukaram Aswale died on 7th June 1965 leaving behind him his heirs namely Mr. Babu Vithu Aswale, Mr. Sitaram Vithu Aswale, Smt. Jeevanabai Vithu Aswale, Mrs. Babibai Namdev Sawant and Mrs. Banubai Hari Bhoir. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 810 dated 29th July 1970.
- (v) Further, it is seen from Mutation Entry No. 1020 on 10th April 1981 that the said Mr. Babu Vithoba Aswale gifted/gave the said land/his share to his brother namely Shri. Sitaram Vithoba Aswale and his son namely Bharat Babu Aswale. The said gift has been duly recorded vide the Mutation Entry No. 1020 on 10th April 1981.
- (vi) Thereafter, by and under a Sale Deed dated 6th August 1997 and registered under Serial No. 1942/1997 the said Shri. Sitaram Vithoba Aswalesold unto Smt. Vasanti Bhiku Patel and Shri. Pradeep Prabhakar Patkar the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1207 on 5th January 1999.
- (vii) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs his widow Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 1464 dated 10th November 2009

(viii) Thereafter, by a Sale Deed dated 27th March 20 under Serial No. 1663 of 2014, said Smt. Parna, P constituted attorney for Mr. Rahul Pradeep P Patkar and Smt. Vasanti Bhiku Patel sold un Patkar the said land. The said land came to be m





rights in the name of the said purchaser vide Mutation Entry No. 1718 on 28th March 2014.

(ix) Thus the said Shri Ashwyn Suresh Patkar obtained the ownership rights of ALL THAT piece and parcel of agricultural land admeasuring about 1 Hectors 43 Ares now bearing Survey No. 89 Hissa No. 2 of Village Dhamni, Taluka Karjat, District Raigad.

(G) Plot of land bearing Survey No. 90 Hissa No. 1

- (i) Prior to 1931, Shri Nanu Vithu Bhoir, Shri Ravji Devji Bhoir, Shri Chima Kamaji Bhoir, Shri Genu Shiva Bhoir and Shri Rama Tukaram Bedekar were the occupants of ALL THAT piece or parcel of land admeasuring 2 Hectares and 55 Ares bearing Survey Nos. 90 Hissa No. 1 of Village Dhamni, Taluka Karjat, District Raigad.
- (ii) Of the above occupants, the said Shri Genu Shiva Bhoir and Shri Nana Vithu Bhoir died and the names of Shri Vithu Genu Bhoir and Shri Anaji Nana Bhoir were duly mutated in the land records vide mutation entry no. 169 dated 5th April 1931 and Mutation Entry no. 250 dated 10th May 1940 respectively.
- (iii) Thereafter the name of Shri Pandu Bendu Rokde, who was cultivating the said land for a period of more than 10 years, was recorded as the protected tenant vide Mutation Entry No. 654 on 3rd January 1958.

The said Shri Pandu Bendu Rokde died intestate in the year 1969 leaving
The said Shri Pandu Bendu Rokde died intestate in the year 1969 leaving
The said Shri Shri Shreepat Pandu Rokde, Smt. Devay Krushna
Bhalerao and Smt. Bhimabai Janu Shinde (sons and daughters) and Smt.

The said Shri Pandu Rokde, Smt. Mainabai Pandu Rokde and Smt. Sundarabai
Pandu Rol de (wives). The names of the said heirs have come to be duly
recorded in the land and revenue records vide Mutation Entry No. 795
diated 15th September 1969.

The said wives of Shri Pandu Bendu Rokde passed away prior to 1992

The Shid vide Mutation entry no. 1130 the names of Shri Shreepat Pandu

Rokde Shri Devay Krushna Bhalerao and Smt. Bhimabai Janu Shinde

Were recorded as the heirs of Shri Pandu Bhendu Rokde on 4th August

and under a Sale Deed dated 13th June 1994 the said Shri Shreepat Pandu Rokde sold the said land unto Shri Bharat Babu Aswale. The said

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PS Legal

Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1160 on 1st February 1995.

- (v) By and under a Sale Deed dated 18th November 1994 the said Shri Bharat Babu Aswale sold the said land unto Shri Pradeep Prabhakar Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1201 dated 6th February 1998.
- (vi) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs his widow Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 1464 dated 10th November 2009.
- (vii) Thereafter, Smt. Parna Pradeep Patkar being the constituted attorney for her children being Ms. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar executed a Sale Deed dated 27th March 2014 and duly registered under Serial No. 1681/2014 unto Shri Ashwyn Suresh Patkar and sold the said land unto him. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1717 on 28th March 2014.
- (viii) Thus the said Shri Ashwyn Suresh Patkar obtained the ownership rights of ALL THAT piece or parcel of land admeasuring 2 Hectares and 55 Ares bearing Survey Nos. 90 Hissa No. 1 of Village Dhamni, Taluka Karjat, District Raigad.
- (H) Plot of Land bearing Survey No. 90 Hissa No. 3
- (i) Prior to 1943, one Shri Gulam Ali Aminsaheb Naze was the owner of the agricultural land being ALL THAT piece and parcel of land now bearing Survey No. 90 Hissa No. 03 admeasuring about 4 ares lying and being situate at Village Dhamni, Taluka Karjat, District Raigad.
- (ii) Vide a Deed of Sale dated 4th January 1943, the said Shri. Gulam Amin Saheb Naze sold the said land unto Shri. Vithu Tukaram Aswale. The said land came to be mutated on the record of rights in the hard frame of the said purchaser vide Mutation Entry No. 276 dated 25th half 1944.

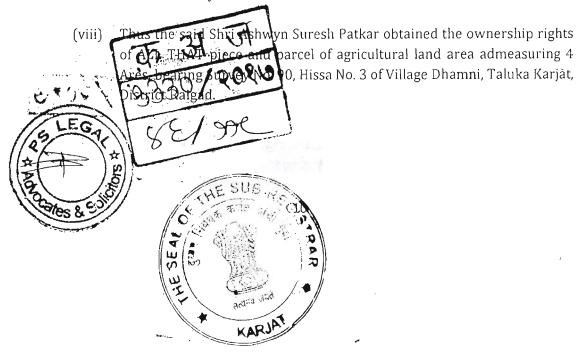
(iii) By a Sale Deed dated 20th March 1997 bearing 618/1997 Shri Sitaram Vithoba Aswale being the sol Tukaram Aswale sold the said land unto Smt. Sulbha Pr





The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1482 dated 1st April 2010.

- (iv) Thereafter on 5th August 1997, the said Smt. Sulbha Prabhakar Aswale sold the said land jointly unto Smt. Vasanti Bhiku Patel and Shri Pradeep Prabhakar Patkar vide a registered sale deed bearing no. 1932/92. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1589 dated 26th November 2011.
- (v) It is also noted that, said Smt. Sulbha Prabhakar Aswale filed a Special Civil Suit bearing no. 360/2012 in the Court of Civil Judge Senior Division Panvel against Smt. Vasanti Bhiku Patel and Prdeep Prabhakar Patkar. The said Civil suit was disposed off on 3rd December 2013 and the names of the said Shri Vasanti Bhiku Patel and Shri Pradeep Prabhakar Patkar were confirmed by the Tahsildar Karjat by his order dated 20th January 2014 bearing no. Masha/Kat2/Hakka Nond/ Kha/ Nond/ 6588/ 2014. The records of the said proceedings have been duly noted vide Mutation Entry no. 1708 dated 21st January 2014.
- (vi) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs his widow Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 1464 dated 10th November 2009.
- (vii) Thereafter, Smt. Parna Pradeep Patkar being the constituted attorney for her children being Ms. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar executed a registered deed of sale with Shri Ashwyn Suresh Patkar on 27th March 2014 bearing no. 1663/2014, therein transferring the rights title and interest in ALL THAT piece and parcel of land now bearing Survey No. 90 Hissa No. 03 admeasuring about 4 Ares lying and being situate at Village Dhamni, Taluka Karjat, District Raigad unto Shri Ashwyn Suresh Patkara The said sale has been duly recorded vide Mutation Entry No. 1718 on 28th March 2014.



Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

(I) Plot of land bearing Survey No. 90, Hissa No. 4

- (i) Prior to 1943, one Shri Damodar Nathuram Gujar was the owner of the ALL THAT piece and parcel of land now bearing Survey No. 90 Hissa No. 4 admeasuring about 81 Ares lying and being situate at Village Dhamni, Taluka Karjat, District Raigad.
- (ii) The said Shri Damodar Nathuram Gujar died intestate in the year 1943 leaving behind him as his only heirs his son Shri Jethalal Damodar Gujar and his wife Smt. Lalitabai Gujar. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 292 dated 15th December 1945.
- (iii) By and under a Deed of sale dated 12th May 1995 the said Shri Jethalal Damodar Gujar sold the said land to Shri Pradeep Prabhakar Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1187 dated 18th December 1995.
- (iv) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 1464 dated 10th November 2009.
- (v) Thereafter, Smt. Parna Pradeep Patkar being the constituted attorney for her children being Ms. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar executed unto Shri Ashwyn Suresh Patkar a registered Sale Deed 27th March 2014 bearing registration no. 1681/2014 thereby sold unto him the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1717 on 28th March 2014.
- (vi) Thus the said Shri Ashwyn Suresh Patkar obtained the ownership rights of ALL THAT piece and parcel of land admeasuring about 81 Ares now bearing Survey No. 90 Hissa No. 4 lying and being situate at village. Dhamni, Taluka Karjat, District Raigad.
- (J) Plot of land bearing Survey No. 90, Hissa No.
 - Prior to 1943, one Shri Gulam Ali Aminsaheb Hazewas the owner of the agricultural land being ALL THAT piece and parcel of land admeasuring

it,





about 79 Ares and now bearing Survey No. 90 Hissa No. 05 of Village Dhamni, Taluka Karjat, District Raigad.

- (ii) By and under a Sale Deed dated 4th January 1943 the said Shri. Gulam Amin Saheb Naze sold the said land unto Shri. Vithu Tukaram Aswale. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 276 dated 25th July 1944.
- (iii) The said land thereafter came to be transferred to the name of Shri Sitaram Vithoba Aswale who executed a Sale Deed dated 20th March 1997 bearing Registration No. 618/1997 and thereunder sold the said land to Smt. Sulbha Prabhakar Aswale. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1482 dated 1st April 2010.
- (iv) By and under a Sale Deed dated 5th August 1997 registered under Serial No. 1932/1997, the said Smt. Sulbha Prabhakar Aswale sold the said land unto Smt. Vasanti Bhiku Patel and Shri Pradeep Prabhakar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1523 dated 6th December 2010.
- (v) Vide Mutation entry no. 1708 dated 21st January 2014 it is also noted that the said Smt. Sulbha Prabhakar Aswale had filed a Special Civil Suit bearing no. 360/2012 in the Court of Civil Judge Senior Division Panvel. The said Civil suit came to be disposed off on 3rd December 2013 and the names of the said Smt. Vasanti Bhiku Patel and Shri Pradeep Prabhakar were confirmed by the Tahsildar Karjat by his order dated 20th January 2014 bearing no. Masha/Kat2/Hakka Nond/ Kha/ Nond/ 6588/ 2014.
- (vi) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The shares of Shri Pradeep Prabhakar Patel in the said land hence devolved on his heirs. The names of the heirs were recorded in the record of rights vide Mutation Entry No. 1710 dated 28th February 2014.

Thereafter, by a Sale Deed cated 27th March 2014 bearing no. 1663/2014 lie said Smt. Pares. Tradeep Patkar being the constituted attorney for the children being ws. It is Pradeep Patkar and Mr. Rahul Pradeep Patkar sold unto Sh. Ashwyn Suresh Patkar the said land. The said land came to be mutated on the record of rights in the name of the said burthaser vide Mutation Entry No. 1718 on 28th March 2014.



PS Legal ADVOCATES & SOLICITORS

Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

(viii) Thus the said Shri Ashwyn Suresh Patkar obtained the ownership rights of ALL THAT piece and parcel of agricultural land area admeasuring 79 Ares, bearing Survey No. 90, Hissa No. 5 of Village Dhamni, Taluka Karjat, District Raigad.

(K) Plot of land bearing Survey No. 90, Hissa No. 6

- (i) Prior to 1930, one Shri Vithu Tukaram Aswale and Shri Ganpat Tukaram Aswale were the joint owners of the agricultural land admeasuring 3 Hectares and 41 Ares now bearing Survey No.90 Hissa No. 6 of Village Dhamni, Taluka Karjat, District Raigad.
- (ii) By and under a Deed of Conditional Sale dated 10th August 1931, the said Shri Vithu Tukaram Aswale and Shri Ganpat Tukaram Aswale jointly sold the said agricultural land to Shri Shaikh Vajir Gajuddin Shaikh. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 178 dated 16th October 1931.
- (iii) Since the said sale was a conditional sale made for the repayment of a loan, upon the said loan being duly repaid, the name of the said Shri Shaikh Vajir Gajuddin Shaikh was duly deleted from the revenue records vide Mutation Entry no. 481dated 18th April 1955 and the names of Shri Vithu Tukaram Aswale and Shri Ganpat Tukaram Aswale were restored.
- (iv) By and under a Sale Deed dated 9th January 1992 bearing registration no. 446/1992 one Shri Bharat Babu Aswale being the legal heir of Shri Vithu Tukaram Aswale and Shri Ganpat Tukaram Aswale sold the said land jointly to Shri Harishchandra Barku Patil and Shri Mahipatrao Haribhau Varale. The said land came to be mutated on the record of rights in the name of the said purchasers vide Mutation Entry No. 1611 on 5th May 2012.

(v) By and under Sale Deed dated 10th May 2013 and registered under Serial No. 3154/2013, the said Shri Harishchandra Barku Patil and Shri Mahipatrao Haribhau Varale jointly sold the said land of Sm. Parna Pradeep Patkar and Kum. Aarti Pradeep Patkar. The aid land the mutated on the record of rights in the name of the accordance said land. May 2013.

By and under a Sale Deed dated 27th March 2014 and registered under Serial No. 1677/2014, the said Smt. Parna Pradeep Patkar and Kum. Aarti Pradeep Patkar jointly sold the said land to Shri Suresh Madhukar



Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1713 on 28^{th} March 2014.

(vii) Thus the said Shri Suresh Madhukar Patkar obtained the ownership rights of ALL THAT piece and parcel of agricultural land area admeasuring 3 Hectares 41 Ares bearing Survey No. 90 Hissa No. 6 of Village Dhamni, Taluka Karjat, District Raigad.

(L) Plot of land bearing Survey No. 92, Hissa No. 1

- (i) From the documents perused by us it is seen that, prior to 1943 one Shri Gulam Amin Sahed Naze was the owner of thea larger plot of agricultural land bearing Survey No. 92. By a Deed of Sale dated 4th January 1943, the said Mr. Gulam Amin Saheb Naze sold unto Shri. Vithu Tukaram Aswale ALL THAT piece or parcel of land bearing Survey No. 92 of Village Dhamni, Taluka Karjat, District Raigad. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 276 dated 25th July 1944.
- (ii) By a registered deed of sale dated 29th October 2002 one Mr. Sitaram Vithu Aswale, son of Mr. Vithu Tukaram Aswale transferred his share of the above land being ALL THAT piece and parcel of agricultural land bearing Survey no. 92 and admeasuring approximately 44 Ares unto the Mr. Pradeep Prabhakar Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1303, dated 1st April 2003.
- (iv) The said Mr. Pradeep Prabhakar Patkar died on 18th August 2009 leaving behind him his heirs namely Mr. Rahul Pradeep Patkar, Miss Aarti Pradeep Patkar and Mrs. Parna Pradeep Patkar. The names of the heirs were recorded in the record of rights pertaining to the land vide Mutation Entry No. 1464 dated 10th November 2009.

Thereafter, by a Sale Deed dated 27th March 2014 and registered under Serial No. 1680/2014 the said Smt. Parna Pradeep Patkar being the constituted attorney to her children being Ms. Aarti Pradeep Patkar and Mr. Rahid Pradeep Patkar executed unto Shri Ashwyn Suresh Patkar a registered therein transferring the rights title and interest in the said land. The said land take to be mutated on the record of rights in the name of the said purchasel vide Mutation Entry No. 1716 on 28th March



. (v)

Prasanna Sarpotdar Advocate & Solicitor

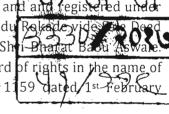
304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

- vide Mutation Entry No. 1813 on 1st September 2015, which mutation (vi) has been effected and certified by Circle Officer, Kashele on 5th September 2015, it came to be noted that the land originally bearing Survey No. 92 was subsequently divided into Survey Nos. 92 Hissa No. 1, 92 Hissa No. 2 and 92 Hissa No. 3 as per amendment register no. 663 dated 7th April 2010. The name of Shri Ashwyn Suresh Patkar has been duly recorded as the owner of the plot bearing Survey No. 92/1.
- Thus, the said Shri Ashwyn Suresh Patkar obtained the ownership rights (vii) of ALL THAT piece and parcel of agricultural land area admeasuring 44 Ares bearing Gat No. 92, Hissa No. 1 of Village Dhamni, Taluka Karjat, District Raigad.

Plot of land bearing Survey No. 93 Hissa No. 1 (M)

- (i) Prior to 1931, Shri Nanu Vithu Bhoir, Shri Ravji Devji Bhoir, Shri Chima Kamaji Bhoir, Shri Genu Shiva Bhoir and Shri Rama Tukaram Bedekar were the occupants of ALL THAT piece or parcel of land admeasuring 4 Hectares and 24 Ares bearing Survey Nos. 93 Hissa No. 1 of Village Dhamni, Taluka Karjat, District Raigad. Of the above occupants, the said Shri Genu Shiva Bhoir and Shri Nana Vithu Bhoir died and the names of Shri Vithu Genu Bhoir and Shri Anaji Nana Bhoir were duly mutated in the land records vide Mutation Entry No. 169 dated 5th April 1931.
- (ii) Thereafter one Shri Bapu Dhondu Rokade who was a tenant of the said land initiated Tenancy proceedings bearing no. 14/183 under the Bombay Tenancy and Agriculture Lands Act, 1948 and under the provisions of Section 32G acquired the said abovementioned land and the names of the previous occupants were duly deleted from the record of rights pertaining to the said land. Accordingly vide Mutation Entry No. 902, dated 2nd February 1973.
- Thereafter by a Sale Deed 8th November 1994 and an (iii) Serial No. 2149/1994 the said Shri Bapu Dhondu dated sold the said abovementioned land to Sh The said land came to be mutated on the record of rights in the said purchaser vide Mutation Entry No. 11 1995.





By a Sale Deed dated 2nd May 1995 and and registered under Serial No 861A/1995 the said Shri Bharat Babu Aswale sold and transferred the said land unto Shri Pradeep Prabhakar Patkar. The said land came to SF

mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1188 dated 18^{th} December 1995 the name of the said Shri Pradeep Prabhakar Patkar has been duly recorded as the owner of the said land.

- (v) The said Shri Pradeep Prabhakar Patkar died intestate on 18th August 2009 leaving behind him as his only heirs Smt. Parna Pradeep Patkar, his daughter Ms. Aarti Pradeep Patkar and his son Mr. Rahul Pradeep Patkar. The names of the heirs of the said Shri Pradeep Prabhaakar Patkar have been duly recorded as the owners of the said land vide Mutation Entry No. 1464 dated 10th November 2009.
- (vi) Thereafter, by a Sale Deed dated 27th March 2014 and and registered under Serial No. 1676/2014 the said Smt. Parna Pradeep Patkar being the constituted attorney for her children being Ms. Aarti Pradeep Patkar and Mr. Rahul Pradeep Patkar sold unto Shri Suresh Madhukar Patkar the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1712 on 28th March 2014.
- (vii) Thus the said Shri Suresh Madhukar Patkar obtained the ownership rights of ALL THAT piece and parcel of agricultural land area admeasuring 4 Hectares 24 Ares bearing Survey No. 93, Hissa No. 1. of Village Dhamni, Taluka Karjat, District Raigad.

(N) Plot of Land bearing Survey No. 181, Hissa No. 1

(ii)

(i) Prior to 1940, the land bearing Survey No. 181 Hissa No. 1 admeasuring 36 Ares lying an being situate at Village Dhamni, Taluka Karjat, District Raigad was occupied by a number of occupants.

One of the said occupants, Shri Nana Vithu Bhoir died leaving behind him as his only heir Anaji, which has come to be recorded vide Mutation entry No. 250 dated 14th May 1940. Thereafter another occupant Mr. Ravji Devji Bhoir also died intestate leaving behind him as his only legal heir one Mr. Pandu Bavyi Bhoir, which has come to be recorded vide Mutation outly No. 1860 dated 1st June 1985. A third occupant being Smt. Babihai Thackr also died intestate leaving behind her as her only heir her bisband Mr. Kisan Bliku Thakur, which has come to be recorded vide Mutation Entry No. 1862 dated 1st June 1985.



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ADVOCATES & SOLICITORS

Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

- (iii) Thereafter upon a Vardi given jointly by the occupants, Mr. Pandu Ravji Bhoir, Mr. Khandu Chimaji Bhoir, Mr. Kalu Chimaji Bhoi, Mr. Kisan Bhiku Thakur, Smt. Sugandhabai Raghunath Deshmukh and Mr. Kukka Rama Badekar in favour of Mr. Raghunath Khandu Bhoir, the name of Mr. Raghunath Bhoir was brought on record as the holder of the land bearing Survey No. 181/1 and all other names were deleted vide Mutation Entry No. 1063 dated 1st June 1985.
- (iv) By a Sale Deed dated 4th July 1985 and and registered under Serial No. 1092/1985 the said Mr. Raghunath Khandu Bhoir sold unto Dr. Jimmy Meerchandani the said land. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1079 dated 5th July 1987.
- (v) By a Sale Deed dated 20th February 2009 and registered under Serial No. 2121/2009 the said Dr. Jimmy Meerchandani sold the above land jointly favour of Shri Ramdas Kisan Maharnavar, Shri Shalendra Mohan Patil and Shri Anil Ramrao Gogavale. The said land came to be mutated on the record of rights in the name of the said purchasers vide Mutation Entry No. 1444 on 23rd February 2009.
- (vi) By a Sale Deed dated 20th February 2009 and and registered under Serial No. 4006/2012 the said Shri Ramdas Kisan Maharnavar, Shri Shalendra Mohan Patil and Shri Anil Ramrao Gogavale jointly sold the said land on to Shri Amol Dashrath Kharat. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1671 on 2nd April 2013.
- (vii) By a Sale Deed dated 7th February 2014 and registered under Serial No. 762/2014 the said Shri Amol Dashrath Kharat sold the said land unto Shri Ronak Mohan Pralhadka. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1719 on 28th March 2013.
- (viii) By a Sale Deed dated 27th March 2014 and register (1997) 1682/2014 the said Shri Ronak Mohan Pralhadka so to the 3al Shri Ashwyn Suresh Patkar. The said land came to be mutate record of rights in the name of the said purchaser viile Mutati No. 1720 dated 27th March 2014.

Thus, the said Shri Ashwyn Suresh Patkar obtained the ownership rights of ALL THAT piece and parcel of agricultural land area admeasuring 36



Ares bearing Survey No. 181 Hissa No. 1 of Village Dhamni, Taluka Karjat, District Raigad.

(0) Plot of Land bearing Survey No. 181, Hissa No. 2

- (i) Prior to 1937, the plot of land admeasuring about 1 hectare and 12 ares being ALL THAT piece and parcel of agricultural land now bearing Survey No. 181 Hissa No. 2 of Village Dhamni, Taluka Karjat, District Raigad was owned by one Shri Gajanan Nathushet Badle. The name of the said Shri Gajanan Nathushet Badle was duly recorded as the Karta of the Hindu Undivided Family vide Mutation Entry No. 223 dated 20th October 1937.
- (ii) Vide Mutation Entry No. 628 dated 27th June 1957 it is seen that pursuant to an oral partition between the family of Shri Gajanan Nahtushet Badle, the abovementioed plot being ALL THAT piece and parcel of agricultural land admeasuring about 1 Hectare and 12 Ares bearing Survey No. 181 Hissa No. 2 of Village Dhamni, Taluka Karjat, District Raigad came to be owned by Shri Balaram Nathushet Badle.
- (iii) Vide another Mutation entry No. 1166 dated 5th July 1995 it is seen that the said Shri Balaram Nathuseth Badle passed away on 20th February 1993 and the names of his heirs being Shri Gopinath Balaram Badle, Shri Suresh Balaram Badle, Shri Subhash Balaram Badle, Shri Mangesh Balaram Badle and Smt. Nalini Manohar Patange came to be mutated land and revenue record.
- (iv) Thereafter the said Shri Gopinath Balaram Badle, Shri Suresh Balaram Badle, Shri Subhash Balaram Badle, Shri Mangesh Balaram Badle and Smt. Nalini Manohar Patange jointly executed a Sale Deed dated 16th October 1995 and registered under Serial No. 2124/1995 pertaining to the said abovementioned land unto Shri Rahul Pradeep Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vide Mutation Entry No. 1191 dated 18th December 1995.

By Sale Deed dated 27th March 2014 bearing no. 1679/2014 the said Shri Rahul Practee Patkar sold the said land unto Shri Ashwyn Suresh Patkar. The said land came to be mutated on the record of rights in the name of the said purchaser vice Mutation Entry No. 1715 on 28th March 2014.

Of ALL THAT Diece and parcel of agricultural land admeasuring about 1

TARUAT KARUAT

(vi)



Prasanna Sarpotdar Advocate & Solicitor 304, Nirmal Sagar, Gadkari Chowk, L. J. Road, Shivaji Park, Dadar (West), Mumbai - 400 028. Tel/Fax: 022-24461930

Email: pslegalassociates@gmail.com

hectare and 12 ares bearing Survey no. 181 Hissa No. 2 of Village Dhamni, Taluka Karjat, District Raigad.

5. Thus, as mentioned hereinabove, by and under the various deeds of sale Mr. Suresh Madhukar Patkar purchased from various erstwhile landowners the following various plots of agricultural lands altogether admeasuring at or about 20.64 Acres and situate at Village Dhamni, Taluka Karjat, District Raigad:-

Survey No.	Hissa No.	Area			
		H-R-P	Ares	Approximate Acre	
89	1 B 2	0-71-0	71	1.75	
93	1	4-24-0	424	10.47	
90	6	3-41-0	341	8.42	

6. Further, as mentioned hereinabove, by and under various deed of sale Mr. Ashwyn Suresh Patkar purchased from various erstwhile landowners the following plots of agricultural lands altogether admeasuring at or about 32.21 Acres and situate at Village Dhamni, Taluka Karjat, District Raigad:-

Survey No.	Hissa No.	Area			
		H-R-P	Ares	Approximate Acre	
89	2	1-43-0	143	3.53 Lach 3	\ J
90	3	0-04-0	4	0.10	AND
90	5	0-79-0	79	1.95 3330	KOZO
89	1 B 1	2-33-0	233	5.76	A. (3) (1) (1)
181	2	1-12-0	112	2.77	<i>77</i> (
88	12	0-11-0	11	0.27	
88	13	0-5-0	5	0.12	
90	4	0-81-0	81	2.00	SUE
89	1A	3-1-0	301	7.43	To the
90	1	2-55-0	255	6.30	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
92	1	0-44-1	44	1.09	
181	1	0-36-0	36 -	0.89 III	CO. P. C. S. T. S. A. R. S.
	-			# HEAT	Don or

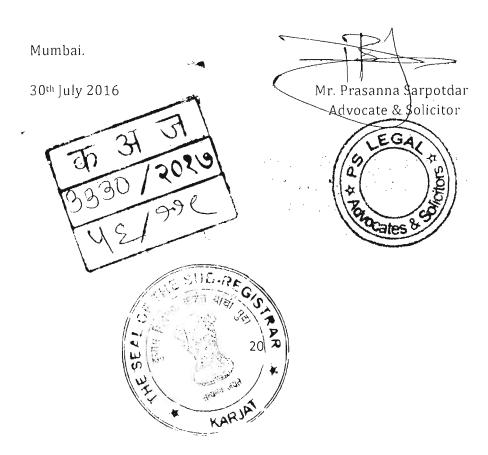
Thereafter with the intention of developing the said agricultural lands by carving out residential bungalow plots therein, the said purchasers namely Mr. Suresh Madhukar Patkar and Mr. Ashwyn Suresh Patkar joined their said land holding and thereafter jointly submitted to the Collector of



7.

District Raigad a layout/proposal for conversion of land from agricultural to non-agricultural purposes and for creation of several sub-plots therein.

- 8. The Collector of District Raigad sanctioned the Layout Plans and granted the Non Agricultural Permission No. M.Sha./LNA1(B)/SR166/2010 dated 3rd December 2015 thereby permitting the change of user of the agricultural land altogether and to the extent of admeasuring at or about 2,12,210 square meters and for converting the same to non-agricultural (residential) purposes.
- 9. Under the said NA Order, the said agricultural land admeasuring at or about 2,12,210 square meters came to be divided in 122 (One Twenty Two) subplots/areas identified in the said order as residential plots and remaining areas approved for infrastructure, amenity areas, recreation areas, open spaces and other areas. The revenue and land records of the said land have come to be modified in terms of the said order for the said Non Agricultural Land and now a separate record for each sub-plot is retained in the VF Nos. 7 and 12. All the said sub-plots stand in the names of Mr. Suresh Patkar and Mr. Ashwyn Patkar and they have become the absolute owners of the same.
- 10. Relying thus on the above and in view of there being no objections received in response to the public notices issued by us and further in view of there being no entry or document found in the searches made by us affecting the ownership rights claimed by the said owners, we do hereby certify that, the title of Mr. Suresh Patkar and Mr. Ashwyn Patkar to the captioned lands is clear, unencumbered, marketable and free from reasonable doubts.



DIWA order Warjai PARNA PATHAKAR-1998 (NIVASI) II doc - 1



वाचा :-

- १) श्रीमती पर्णा प्रदीप पाटकर वगैरे ३ रा.पाटकर हाऊस,३४, टर्नर रोड,बांद्रा (पश्चिम) मुंबई-५० यांचा अर्ज दिनांक ०८/०६/२०१० व दि.१७/७/२०१४.
- २) श्री.सुरेश मधुकर पाटकर वगैरे २ रा.वेदांत, प्लॉट नं.८५, सेक्टर नं.१२,वाशी, नवी मुंबई ४०० ०७३ यांचा अर्ज दि.२५/११/२०१४
- 3) तहसिलदार कर्जत यांजकडील पत्र क्र.मशा/बिनशेती परवानगी/के.नं.६०/१० दिनांक १२/०७/२०१० व पत्र क्र.मशा/बिनशेती परवानगी/के.नं.६०/२०१०, दिनांक १८/४/२०१५
- ४) सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांजकडील पत्र जा.क्र.ससंनर-राअ/बिशे/ बांप/मौजे धामणी/ता.कर्जत/स.नं.८८/१२ व इतर/१४६० दिनांक १६/०६/२०१५ व पत्र क्र. ससंनर-राअ/विकास शुल्क वस्ली/२१५८, दिनांक १०/९/२०१५.
- ५) जिल्हा आरोग्य अधिकारी,रायगड जिल्हा परिषद,अलिबाग यांचेकडील पत्र जा.क्र.राजिप/ आरोग्य/एनएसईपी/९९७५/८१८७/१० दिनांक ०७/१२/२०१० व जा.क्र.राजिप/आरोग्य/ एनएसईपी/८९९/१५, दिनांक ६/२/२०१५
- ६) कार्यकारी अभियंता (बांधकाम),रायगड जिल्हा परिषद,अलिबाग यांजकडील पत्र जा.क्र./ राजिप/बांखा/सीबी -१/४३९०/२०१० दिनांक ०२/०८/२०१०.
- ७) श्री.परशुराम महादू दरोडा, रा.धामणी पैकी जांभुळपाडा, पो.आंबिवली, ता.कर्जत व श्री.मंगल खंडू शिद, रा.धामणी, पो.आंबिवली, ता.कर्जत यांचा दिनांक १२/८/२०११ रोजीचा अर्ज.
- ८) उप अधिक्षक भूमी अभिलेख,कर्जत यांचेकडील पत्र क्र.भूमापन/धामणी/तक्रारी अर्ज / मो.र.नं.१५८-२०११/२०१२/१४०३, दिनांक १३/६/२०१५.
- ९) तहसिलदार कर्जत यांचेकडील पत्र क्र.मशा/जिमनबाब/कात.१/५६१/५६२/१२, दिनांक १६/६/२०१२ य पत्र क्र.मशा/जिमनबाब/कात-१/१३२४/१३३०/२०१२, दिनांक २१/८/२०१२
- १०) श्री.परशुराम महादू दरोडा, रा.आंबिवली, ता.कर्जत व श्री.मंगल खंडू शिद व श्रीमती.भागीबाई मंगल शिद, रा.धामणी, पो.आंबिवली, ता.कर्जत यांनी दिनांक १४/११/२०१३ रोजी या कार्यालयाकडे अर्ज केलेला अर्ज व तहसिलदार कर्जत यांजकडे दिनांक ७/११/२०१३ रोजीचे केलेले प्रतिज्ञापत्र.
- ११) श्री.हरिश्चंद्र बारकू पाटील द्वारा श्री.डी.बी.पाटील, १३०२, दुर्वाकूर, महात्मा फुले मार्ग, धूतपापेश्वर कारखान्यामार्गे, पनवेल, ता.रायगड यांचा तक्रार अर्ज दिनांक १९/६/२०१२
- १२) श्री.महिपतराव वराले वगैरे व श्री.हिरश्चंद्र पाटील यांनी दिनांक १४/११/२०१३ रोजी केलेला अर्ज.
- १३) उप अधीक्षक भूमी अभिलेख,कर्जत यांजकडील अति /बि.शे./मो.र.नं.४३९/१२-१-२०१५ दि.१८/२/२०१५ च्या मोजणी नकाशाची प्रत.
- १४) शासन, महसूल व वन विभागाकडील राजपत्र दिनांक २२/०८/२०१४.
- १५) शासन, महसूल व वन् विभागाकडीत परिपत्रक क्र.संकिर्ण २०१३/०६/प्र.क्र.१४१७/ई-१, दि.२७/०८/२०१४.
- १६) या कार्यालयाकडील (रिप्केड्स) १६) ए.१(अ) व (ब)/अधिकारी/२०१४, दि.९/१२/२०१४
- १७)महाराष्ट्र जमीन महसूल अधिनिकार कि नियम.
- १८) महाराष्ट्र जिमन महसूल अधिनियम १९६६ च करम ४४ व त्याखालील नियम.
- १९) महाराष्ट्र जमीन महसूल (जिमिनीच्या विपस्त कर्ल व अकृषिक आकारणी) नियम १९६९.
- २०) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व त्याखालील नियम.
- २१) या कार्यालयाकडील मुजूर टिप्पि द्विमांक २७/११/२०१५.



क्र.मशा/एल.एन.ए.१(ब)/एस.आर.१६६/२०१० जिल्हाधिकारी रायगड यांचे कार्यालय अलिबाग, दिनांक :- ०३/१२/२०१५

आदेश

मौजे धामणी तालुका कर्जत येथील खालील वर्णनाची जमीन श्री.सुरेश मधुकर पाटकर वगैरे २ यांच्या नावे हक्कनोंदीस दाखल आहे.

		58-55-8	हिंद गिकुग	
उन्हें मुर्गु पाटकर्र	8-00	8-35-0	5	६२६
अश्वित सुरेश पारकर	P-6-0	0-35-0	3	828
रकडाए रकधुम १९५६	88-5	8-38-0	3	દેર્ક
एकडाए १९६५ म्हिस	49-5	0-88-3	3	65
रक्जार एकप्रम १६५६	3-00	9-83-6	ż	05
उत्तरेत सुरेश पारकर	00-0	0-20-0	8	05
उक्डाम १६५५ मञ्हीस	88-0	0-67-0	8	09
उक्डाए १९५५ म्हिस	29-0	0-80-0	ż	09
उक्तडाए १६५६ म्हिस	3-00	0-22-5	8	05
एकडाए १९६म् म्हिस	20-0	3-83-0	٤	95
मुरेश मधुकर पारकर	0-50	0-80,-0	हेबर	95
उमञ्चाप १६५६ मञ्बार	07-8	<i>5-33-0</i>	इब्र	52
		०-६७-९ गिमिए		
१क नाम १६५५ मा		रिणरुमि किर्म ०-१०-६	३अ	95
उक्तडाय १६५५ म्हिन्स	20-0	0-6-0		22
उक्तडाए १६५६ म्हिशिह	50-0	0-33-0	35	
धान विशिष्टिक	(भ्रभ्रःह) - प्राकारः	(प्राप्तः, ह) - रहाँ १	म् .ड्री	.Ħ.Ħ

104.00 Jig

त्रीन अर्जदार यांचे मालकीची असल्याचे किसून यते.
त्रीन त्रीत तारणाचा बोजा नीते.
त्रीन प्रमियंत्राया रेथेच्या बाहेर आहे.
त्रीन भूसंपादनाखाली येत नाही.
ह) जमीन भूसंपादनाखाल मांच कार्यहोत्रात अहे.
ह) त्रीत प्रमित प्रमियं यांचे कार्यहोत्रात अहे.
त्रीत प्रमित वाहये तांचित वाहये तांचित तांचित.
प)

माकधां किया १८ है १८ है १८ है १८ मध्य वांधकाम परवानमा मोक्यांक प्रिक्रिय है। इस १० है १८ है १८ है १८ है। स्थान परवान क्यांक क्यांक्यां क्यां क्यां क्यांक्यां क्यांक्यां क्यांक्यां क्यांक्यां क्यांक्यां क्यां क्यांक्यां क्यां क्यां क्यांक्यां क्यांक्यां क्यांक्यां क्यांक्यां क्यां क्या

क्रण्यात यंणार आहे. महाराष्ट्र जमीन महसूल अधिनयम १९६६ व महाराष्ट्र जमीन महसूल अधिनयम १९६६ व वांयकाम नियमतील **रबहुर्य पा**लन करण्याचे अजैदार

.हाम्ह किक अनाम मिंग्य

प्रकरण तिरुवात कर्नत संगति सामक स्वाय कर्ना सिंग्य सामक स्वाय है.१९/०८/२०/२१ सदर कान मान अर्जदार यांनी खरेदीखतान्वये प्राप्त करून घेतलेली आहे. सदर मिन अनेदार यांचे तांचे कात क्षाया व वहिवाती आहे. सदर मिन इप स्वरूपाची आहे. जीमनीच्या मालको हक्काबाबत Q/g/

कोणत्याही तक्रार अगर हरकत नाही. सदर जिमन अर्जदार यांचे नांवे दाखल आहे, अर्जदार यांचे शिवाय अन्य कुळे वा कब्जेदार दाखल नाहीत. सदर जिमनीवर तगाई, सहकारी सोसायटी किंवा कोणत्याही राष्ट्रीयकृत बँकेचा बोजा दाखल नाही. सदर जिमन ग्रामपंचायत मोग्रज यांचे हद्दीत येत आहे. सदर जिमन एखाद्या शासकीय अथवा सार्वजनिक कामासाठी संपादन करणेत येणार नाही किंवा तशी संपादना बाबतची नोटीस अर्जदार यांना प्राप्त झालेली नाही अथवा तशी ७/१२ उतारेवर नोंद झालेली दिसून येत नाही. सदर जिमनीत भराव करावा लागणार नाही. तथापी भराव करावा लागल्यास त्यामुळे पावसाचे पाणी वाहून जाणारे नैसर्गिक मार्ग बंद होणार नाहीत. तसेच आजूबाजूचे रहिवाशी, शेतकरी यांना कोणत्याही प्रकारचा त्रास होणार नाही याची अर्जदार दक्षता घेणार आहेत. सदर जिमन एखाद्या पाणी पुरवठा प्रकल्पाचे लाभ क्षेत्रात येत नाही किंवा ती पूर्नवसनासाठी राखून ठेवणेत आलेली नाही. सदर जमीन माथेरान इको सेन्सेटीव्ह झोनमध्ये येत नाही. सदर जिमनीस आदिवासी कायदा, आदिवासींना जिमन परत करणेबाबतचा हस्तांतरण कायदा, कमाल जिमन धारणा कायदा, कमाल नागरी जिमन धारणा कायदा, खाजगी वन संपादन कायद्याच्या तरत्दी लाग् नाहीत. तसेच २२ अ खालील तरतुदी लागू नाहीत. निवासी कारणासाठी बिनशेती परवानगी मागितलेल्या जिमनीत जाणे येणेसाठी नकाशामध्ये दर्शविल्याप्रमाणे कशेळे-कोठींबे-धामणी जिल्हा परिषदेचा रस्ता उपलब्ध आहे. सदर रस्ता वन खात्याच्या जागेतून जात नाही. तसेच सदरह जिमन संज्ञेत मोडत नाही. अर्जदार हे नियमाप्रमाणे सनद तयार करुन घेणार आहेत. सदर जिमनीत अर्जदार हे रस्ते, विज,पिण्याचे पाणी, सांडपाणी वाहुन नेणारी गटारे व अंतर्गत रस्ते स्वखर्चाने करुन घेणार आहेत. सदर जिमनीवरुन उच्च दाबाची विद्युत लाईन जात नाही. तसेच पिण्याचे पाण्याची अथवा सांडपाणी वाहून नेणारी पाईप लाईन जात नाही. पाण्याचे नैसर्गिक मार्ग बंद करणार नसल्याचे अर्जदार यांनी जबाबात कबूल केले आहे. प्रश्नाधीन जागेत अंदाजे १५०० चौ.फुटाचे जुने बांधकाम असून सदर जागेत २०० आंब्याची झाडे आहेत. सदर जागेचा उपयोग विटांच्या उत्पादनासाठी केला जात नाही. तसेच सिनेमागृह,पेट्रोल पंप, सर्व्हीस सेंटर अथवा स्फोटक पदार्थ साठवणुकीकरीता करणार नाहीत. अर्जदार यांना निवासी कारणासाठी बिनशेती परवानगी प्राप्त झाल्यास ते सर्व अटी व शर्तींचे पालन करण्यांस तयार असून दरवर्षी सुधारीत दराने अकृषिक जिमन महसूल व त्यावरील उपकर भरणा करणेस तयार आहेत. तसेच सनद व करारनामा लिहून देणेंस तयार आहेत,असा अहवाल दिलेला आहे.

जिल्हा आरोग्य अधिकारी,रायगड जिल्हा परिषद,अलिबाग यांनी त्यांचेकडील पत्र दि.०७/१२/२०१० अन्वये, मौजे धामणी, ता.कर्जत,जि.रायगड येथील स्निनं क्टिंग के देखार क्षेत्र १९-२३ या जागेची आरोग्यदृष्टया पहाणी केली असता सदरची जागा नियासी कारणासाठी जिन्हों कि करण्यासाठी पत्रातील अटींवर नाहरकत दाखला देणेत येत आहे, असे के किवल आहे.

कार्यकारी अभियंता (बांधकाम),रायगड जिल्हा परिषद, अलिबाए यांनी त्यांचेकडील पत्र दिनांक ०२/०८/२०१० अन्वये, सदर जागा ग्रा.मा.१३० धामणी मेचकरवांडी अता तारकर्जित च्या लगत असुन प्रस्तावित बांधकाम नियमानुसार योग्य अंतराबाहर आहे. तरी सदर प्रस्तावास पत्रातील अटींस अधिन राहुन नाहरकत दाखला देण्यात येत आहे,असे कळविले आहे.

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अधिक्षक, भुमि अभिलेख, कर्जत यांनी केलेल्या बिनशेती मोजणीनुसार स.नं.१८१/२ मधून रस्ता गेल्याचे दिसून येते. सदर रस्ता हा धामणी-येलकरवाडी हा ग्रामीण मार्ग आहे. सदर रस्ता पोहोच मार्ग म्हणून उपलब्ध होत आहे. शासनाच्या नगर विकास विभागाकडील निर्देश क्र.टिपीएस/१८०८/१२५४/प्र.क्र.१२५७/निव-१३ दि.१०.०२.२०१० अन्वये अर्जदार यांनी रक्कम रु.६५१५०/जमा करणे आवश्यक आहे. सदर रक्कमेपैकी रक्कम रु.२७०००/- इतके छाननी शुल्क चलन क्र.५० दि.१८/१२/२०१४ व उर्वरित रक्कम रु.३८,१५०/- चलन क्र. दि.०४/०६/२०१५ अन्वये स्टेट बँक ऑफ इंडिया अलिबाग शाखा येथे भरणा केली आहे व चलनाची एक प्रत या कार्यालयास प्राप्त आहे.

भूखंडनिहाय तक्ता

तपशिल	क्षेत्र (चौ.मी.)
१) एकूण भुखंड क्षेत्र	२,१२,२१०.००
२) वजा-अ)अस्तित्वातील रस्त्याखालील क्षेत्र	२९१.००
ब) रस्ता रुंदीकरणाखालील क्षेत्र	१३०८.००
३) निव्वळ भूखंडाचे क्षेत्र (१-२)	२,१०,६११.००
४) प्रस्तावित खुले क्षेत्र (आवश्यक १०%)	२२,५८१.००
५) प्रस्तावित सुविधा क्षेत्र (आवश्यक ५%)	१०,६५३.००
६) वॉटर हार्वेरिंटगखालील क्षेत्र	९,६१८.००
७) भुखंडाखालील क्षेत्र	१,२८,९५०.००
८) अंतर्गत रस्त्याखालील क्षेत्र	३९,३२२.००
९) वापरात येऊ न शकणारे क्षेत्र	२८३.००

बांधकाम क्षेत्राचा तपशिल

इमारत	भू.क्र.	तळ मजला	पहिला मजला	एकूण प्रस्तावित बांधकाम	
प्रकार		(चौ.मी.) प्रती	(चौ.मी.)	क्षेत्र (चौ.मी.) तळ/तळ+१	
		भूखंड			
टाईप A	१ ते ७१	188.5564	११६.५९	२६३.२५७५	
·	(भु.क्र.५२	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
* *	• वगळून)	•			
एकू	एकूण क्षेत्र		१५.७७.८९	१८४२८.०२५	
इमारत प्रकार	भू.क्र.	'खुल्या जागेचे	अनुज्ञेय बांधकाम	प्रस्तावित बांधकाम क्षेत्र	
(D) / /		क्षेत्र (चौ.मी.)	क्षेत्र (चौ.मी.)	(चौ.मी.)	
टाईप B	खुळी जागा क्रन्स	६२२१.००	६२२.१०	६१९.७४९५	
57	मधील मलबचे	7			
	षाधकाम् 0 १	<i>(</i> 9)			
टाईप 🕻 众	ख्रेभी जागा कर	906.00	90.60	१६.८१	
	मधील प्रिपृश्वन	/)			
	किंद्राचे बांधकान				
एकूण प्रस्तावित <u>बांधका</u> म क्षेत्र = टाईप A+B+C=१९०६४.५८४५ चौ.मी.					

सबस्य अर्जदाराने साँदेर केलेचा बांधकाम व स्थलदर्शक नकाशांना हिरव्या रंगाने केलेल्या दुरुस्तीनुसार प्रजातील शर्नीना अधिन राहून निवासी कारणासाठी बिनशेती रेखांकन व बांधकाम परवानगी दुएसींस या कार्यालयाची हरफत नाही,असे अभिप्राय दिले आहेत.

श्री. पश्चिम महाद्वे द्वरोड़ा, री धामणी पैकी जांभुळपाडा, पो.आंबिवली, ता.कर्जत व श्री.मंगल खंडू शिद, प.बामणी, पो.आंबिवली, ता.कर्जत यांनी दिनांक १२/८/२०११ रोजी या कार्यालयाकडे तक्रार अर्ज करुन, मौजे धामणी, ता.कर्जत, येथील श्रीमती पूर्णा पाटकर यांनी मोजणी भूमी अभिलेख कर्जत्मार्फत केली आहे. तसेच लगतचे कब्जेदार व त्यांच्या क्षेत्रापैकी वहिवाटदार गेले २५ वर्षापासून आम्ही आहोत तसेच आमचे पीक पाहणी सदरी नांव आहे. मोजणी करताना



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आम्हाला कोणत्याही प्रकारच्या आजुबाजूच्या हद्दी निशाण्या दाखविल्या नव्हत्या व श्रीम. पूर्णा पाटकर यांनी पूना जागेची बिनशेती मो.र.नं.१५८-१४/६/२०११ अन्वये उप अधिक्षक भूमी अभिलेख, कर्जत यांचेकडे अर्ज केला व दिनांक ११/८/२०११ व १२/८/२०१५ रोजी मोजणी केली असल्याचे समजते. सदरहू मोजणी समयी अर्जदार उपस्थित नव्हते मोजणी न करता सर्व्हेअर परत गेले. मोजणीप्रमाणे प्रत्यक्ष जागेवर सिमांकन केलेले नाही. याबाबत विचारणा केली असता योग्य उत्तर देणेत आले नाही. सबब दिनांक ११ व १२ ऑगस्ट २०११ रोजी चालू असलेली मोजणी बेकायदेशीर आहे असे समजते तथापि पूर्वी केलेली हद्दकायम मोजणी व बिनशेती मोजणीबाबत सखोल चौकशी करण्यांत यावी असा तक्रार अर्ज केला आहे.

वरील तक्रार अर्जाबाबत तहसिलदार कर्जत यांजकडून या कार्यालयाकडील पत्र दिनांक १७/३/२०१२ अन्वये अहवाल मार्गाविण्यांत आला होता त्यानुषंगाने तहसिलदार कर्जत यांनी त्यांचेकडील पत्र दिनांक १६/६/२०१२ व २१/८/२०१२ अन्वये सदरचा विषय हा उप अधिक्षक भूमि अभिलेख, कर्जत यांच्या कार्यालयाशी संबंधित असल्याने त्याबाबत त्यांनी त्यांचेकडून प्रकरणी अहवाल मार्गाविला असता उप अधिक्षक भूमी अभिलेख कर्जत यांनी दिनांक १३/६/२०१२ रोजीच्या पत्रान्वये अहवाल सादर केला असून, सदरचा अहवाल पुढील कार्यवाहीसाठी या कार्यालयाकडे पाठविला आहे.

उप अधिक्षक भूमी अभिलेख,कर्जत यांनी दिनांक १३/६/२०१५ अन्वये प्रकरणी अहवाल सादर केला आहे की, मौजे धामणी, ता.कर्जत, येथील स.नं.८८/१२ वगैरे चे हद्दकायम मोजणीकामी पर्णा पाटकर यांनी या कार्यालयाकडे अर्ज केला होता. सदर प्रकरणी अतितातडी हद्दकायम मो.र.नं.३८६१, ३८६३, ३८६४/२०१० देणेत येऊन सर्व संबंधित व लगत कब्जेदारांना आगाऊ मुदतीच्या मोजणी नोटीसा देऊन दि.१९/३/२०१०, २०/३/२०१०, २३/३/२०१० रोजी मोजणी करणेत आली व हद्दी दाखविणेत आल्या. श्रीमती पर्णा पाटकर वगैरे यांनी स.नं.९३/१ व १८१/२ या स.नं.मध्ये तक्रार अजदार यांचे अंदाजे साडेतीन एकर जमीन वहिवाटीत असून हद्दकायम मोजणीमध्ये सदर जमीन वरील दोन्हीही तक्रार अर्जदार यांचे ताबेकब्जे वहिवाटीत आहे तसेच हद्दकायम मोजणी व बिनशेती मोजणी तसेच मंजूर रेखांकन व प्रत्यक्ष जागेवा तक्षण अर्जदार यांचे ताबेतील जमीन ही occupation land म्हणून दर्शविणेत आली असून, यांचे ताबेतील जमीन सोडून रेखांकन केले आहे.

प्रकरण बिनशेतीसाठी दाखल झाल्यानंतर सहाय्यक संचालक निगरिचनर, रायगड-अलिबाग यांजकडून प्रकरण बिनशेती मोजणीसाठी दिनांक १३/५/२०११ च्या प्रजन्मचे प्राय झाले अ.ति.बि.शे. मोजणी फी र.रु.२,५६,५००/- भरणा करुन त्यासल अ.ता.बि.शे.मो.र.नं.१५८-१४/६/२०११ देणेत आला. प्रकरणी आगाऊ नोटीस दिनांक १६/७/२०११ अनुके मोजणीची तारिख ५/८/२०११ नेमणेत आली. मोजणी समयी भूकरमापक गेल असता त्या ठिकाणी अर्जदार व त्याचा प्रतिनीधी उपस्थित नव्हते. अर्जदार यांना मोजणी क्रिकें आगाऊ नोटीस बजावली किंवा नाही यांचा बोध होत नाही किंवा प्रकरणात पोच नास्याने, प्रकरणी पुनश्च मोजणीची तारिख दिनांक ११ व १२/११/२०११ ही नेमणेत आली. सदर प्रकरणांत अटक करणेत अर्जित होती. त्यामुळे सदरचे प्रकरण संवेदनशील स्वरुपाचे अधिकारी/कर्मचारी याच अटक करणेत अर्जित नोटीस रुजू झाली किंवा नाही याबाबत बोध होत नाही असा व्यापक दृष्टीकोन समोर ठेऊन पुन्हा मोजणी तारीख नेमणेत आली. अर्जदार श्रीम. पर्णा पाटकर यांचे प्रतिनीधी श्री.शिवाजी घोडे यांना नोटीस समक्ष बजावून दि.११/८/२०११ रोजी प्रत्यक्ष जागेवर जाऊन मोजणी कामास सुरुवात केली. सदर प्रकरणाचे करावयाचे जिमनीचे क्षेत्र जासत असलेमुळे दि.१४/८/२०११ रोजी पूर्ण करणेत आले.

तक्रारी अर्जदार श्री.परशुराम महादु दरोडा यांनी तक्रार अर्जामध्ये अर्जदार जागेवर हजर नाही व प्रत्यक्ष जागेवर कोणीही नसताना मोजणी करणेत आलेली आहे. असे नमुद केले आहे. सदर बाबतीत खुलासा करणेत येतो की, मोजणी प्रकरणांत सिमांकन दाखला सादर केलेला आहे. तसेच जागेवर मोजणी अर्जदार यांचे प्रतिनीधी यांनी दाखविलेल्या सिमांकनाप्रमाणे मोजणी करणेत आलीबाबतचा जबाब व पंचनामा करणेत आला आहे. तक्रारी अर्जदार यांना दोन वेळा मोजणी तारीख नेमलेबाबत नमुद केले असून दुसरे वेळेस पुनर्भेट मोजणी की न भरता मोजणी केली आहे.

असे नमुद केले आहे. याबाबत खुलासा करणेत येतो की, मोजणी तारीख दि.५ व ६/८/२०११ नेमणेत आली होती. परंतु, अर्जदार यांना मोजणी तारखेची नोटीस मिळाली किंवा नाही. याबाबत पोहच नसलेने तसेच सदर प्रकरणी अँटी करप्शन ब्युरो यांनी कार्यवाही केलेली असलेने अर्जदार यांचे मोजणी काम पुन्हा मोजणी तारीख नेमुन पुर्ण करुन घेणे आवश्यक होते. असे इकडील मत आहे.

श्री.परशुराम महादू दरोडा, रा.आंबिवली, ता.कर्जत व श्री.मंगल खंडू शिद व श्रीमती.भागीबाई मंगल शिद, रा.धामणी, पो.आंबिवली, ता.कर्जत यांनी दिनांक १४/११/२०१३ रोजी या कार्यालयाकडे अर्ज करुन व तहसिलदार कर्जत यांजकडे दिनांक ७/११/२०१३ रोजीचे केलेले प्रतिज्ञापत्र सादर करुन, त्यांनी श्रीम. पर्णा पाटकर यांच्या जिमनीबाबत दाखल केलेल्या तक्रार अर्जाबाबत पुर्णपणे निराकरण झालेले आहे. श्रीम.पाटकर यांच्या मोजणी नकाशा मो.र.नं.१५८/१४-६-२०११ माझ्या वहीवाटीखाली दाखल असलेले जिमनीचा ताबेकब्जा व त्यावरील कुळहक्क कायमस्वरुपी त्यांना सोडलेला आहे. आता माझ्यात व श्रीमती.पर्णा पाटकर यांच्या मिलकतीमध्ये कोणताही वाद नाही व भविष्यात कोणताही वाद उत्पन्न करणार नाही तसेच त्यांना त्यांच्या जागेची बिनशेती व बांधकाम परवानगी देणेस माझा कोणताही विरोध व तक्रार नाही असे लिहून दिले आहे.

श्री.हिरिश्चंद्र बारकू पाटील द्वारा श्री.डी.बी.पाटील, १३०२, दुर्वाकूर, महात्मा फुले मार्ग, धूतपापेश्वर कारखान्यामागे, पनवेल, ता.रायगड यांनी दिनांक १९/६/२०१२ रोजी या कार्यालयाकडे तक्रार अर्ज करुन, मौजे धामणी, ता.कर्जत, येथील स.न९०/६ क्षेत्र ३-४१-० हे.आर ही जिमन मी हिरिश्चंद्र पाटील व महिपतराव वराते यांनी एकत्रितपणे दिनांक ९.१.१९९२ रोजी नोंदणीकृत खरेदीखताने खरेदी केली आहे. सदरहू खरेदी खताचा अंमल वेळीच झाला नाही या गोष्टीचा फायदा श्री.प्रदीप पाटकर वगैरे यांनी घेऊन हीच जमीन दिनांक २.५.१९९५ रोजीचे खरेदीखताने खरेदी करुन फेरफार नं.११८८ अन्यये स्वतःचे नांवे करुन घेतलेली आहे. याबाबत आम्ही उपविभागीय अधिकारी पनवेल यांजकडे आरटीएस अपील नंबर २५२ व २५३/२०११ दाखल केले होते. या अपिलांचा निर्ण दिनांक ७/४/२०१२ रोजी आमच्या बाजूने झाला आहे व त्याप्रमाणे फेरफार क्र.१६११, दिनांक ५/५/२०१२ रोजी दाखल केली सदरची मिळकत आमचे नांवे आहे व त्याप्रमाणे ७/१२ सदरी फेब्स्कार क्रमाकाने हक्कनोंदीस दाखल आहे. तरी श्री.प्रदीप प्रभाकर पाटील यांना बिनशेती परवानगी देणेत येऊ नये असा तक्रार अर्ज केला आहे.

शी. नहिंपताव वराले वगैरे व श्री.हिरश्चंद्र पाटील यांनी दिनांक १४/११/२०१३ रोजी या कार्यालयाव अर्ज केटन वरीलप्रमाणे केलेल्या तक्रारीबाबत खुलासा केलेला आहे. मौजे धामणी स.नं.६० ह हम निक्तिरीक्वत सामस्याने चर्चा करुन तडजोड झालेली आहे. सदरची मिळकत सामुणी क्वीक पटकर न आरती प्रदीप पाटकर हयांनी आम्हांकडून रितसर नोंदणीकृत खरेदीखताने विकत कित्ती आहे. स्रेंदर बाबत आता आमच्यामध्ये काहीही वाद नाही व सदरची तक्रार रह समजाविक दाखेल असलेल्या स.नं.९०/६ सह एकत्रित बिनशेती व बांधकाम परवानगी देण्यास आमची कोणतीही हरकृत नाही.

र्जिल्हा आरोग्य अधिकारी,रायगड जिल्हा परिषद,अलिबाग यांनी त्यांचेकडील पत्र दि.६/२/२०११ अन्वये, मौजे धामणी, क्रांकर्जत,जि.रायगड येथील स.नं.९०/३, ९०/५ व १८१/१ क्षेत्र १-१९-० या क्रिंगेची आरोग्यवृष्ट्या पहाने केली असता सदरची जागा निवासी कारणासाठी बिनशेती करण्यासाठी क्रिंगेतील अटीवर नाहरकत् वाख्वला देणेत येत आहे, असे कळविले आहे.

ता.कर्जत १०/३,१०/५,१८१/३००० क्षेश्त्र १-१९-० हे.आर ही जिमन श्री.अश्विन सुरेश पाटकर यांच्या नावे दाखल आहे. सदर जिमनीपैकी स.नं.८८/१२,८८/१३,८९/१अ,८९/१ब१,८९/१ब२,८९/१ व १८१/२ या जिमनीची बिनशेती परवानगी मिळणेबाबत श्रीम.पर्णा प्रदिप पाटकर यांनी आपले कार्यालयाकडे केलेल्या अर्जाकामी दिनांक १२/०७/२०१० अन्वये अहवाल सादर करण्यांत आलेला आहे. तथापी दिनांक २८/११/२०१४ अन्वये मौजे धामणी, ता.कर्जत येथील स.नं.९०/३,९०/५ व १८१/१ जिमनीसह बिनशेती अहवाल सादर करण्यात येत आहे. वरील दर्शविलेल्या स.नं.९०/३,९०/५ नोंद क्र.१७१८ दि.२८/३/२०१४ व स.नं.१८१/१ नोंद क्र.१७२० दि.२८/३/२०१४ अन्वये खरेदीखताने प्राप्त झाल्याची नोंद दिसून येत आहे. सदर ठिकाणी

A Collary

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जिमनीचा बिनशेती कारणासाठी वापर सुरु झालेला नसून सदर जिमन आजरोजी मोकळी असून जिमन पड स्वरुपाची आहे. सदरची जिमनी भोगवटा वर्ग एक ची आहे. सदरची जिमन एखाद्या इनाम नष्ट कायद्याप्रमाणे मिळालेली नाही. सदर जिमनीत कुळाचा बोजा अगर इतर कोणताही हक्क नाही. सदरचे जिमनीवर तगाई कर्जाचा बँकेन अथवा सहकारी सोसायटीने दिलेल्या कर्जाच्या रक्कमेचा बोजा नाही. सदरची जिमन मोग्रज ग्रुप ग्रामपंचायतीच्या हद्दीत समाविष्ट आहे. सदरची जिमन संपादनाखाली अगर निजकच्या काळात शासकिय कामासाठी किंवा एखादे सार्वजनिक कामासाठी संपादन करण्यात येणार नाही. सदरची जिमन एखाद्या विकास कार्यासाठी टाऊन प्लॅनिंग स्कीमसाठी राख्नून ठेवलेली नाही. जिमन तुरुंगाजवळ नाही. जिमनी जवळ सुरुंग अगर सैनिकी छावणी नाही. अर्जदार यांचे जिमनीतून उच्च दाबाची विद्युत लाईन अथवा टेलिफोनची लाईन जात नाही. तथापी सदर जिमनीमध्ये काही ठिकाणी सर्व्हिस लाईन जात असून याबाबत अर्जदार हे नियमोचित अंतर सोड्न बांधकाम करणार आहे. प्रस्तावित बिनशेती जिमनीमध्ये जाणे-येणेकरीता कशेळे-जामरुंग या मुख्य रस्त्यापासून मोग्रज धामणी हा जि.प.चा पोहोच रस्ता उपलब्ध आहे. जिमनीचा अर्जदार विटा वगैरे इत्यादीचे उत्पादनासाठी उपयोग करणार नाहीत. सदर जिमनीचा उपयोग सिनेमा,पेट्रोलपंप किंवा सर्व्हीस सेंटर किंवा स्फोटक वस्तुंच्यासाठी करणार नाहीत. जिमनीतुन गटाराची अगर पाण्याची लाईन जात नाही. सदर जिमनीत प्लॉट पाइन विक्री करणार आहेत. जिमनीत इतर कोणाचेही हक्क/हितसंबंध नाहीत. गावचा बिनशेती दर प्रति चौरस मीटर ०-१० पैसे आहे. जिमन समृद्र अथवा खाडी किनारी नाही. जिमनीचे संदर्भात आदिवासींच्या जिमनी परत करणेबाबत कायदा, सिलींग कायदा, खाजगी वने संपादन कायदा, वन संवर्धन कायदा इत्यादी कायद्यांच्या तरतुदी लागू होत नाहीत. सदर जिमनीमध्ये भराव करावा लागणार नाही. तथापी भराव करावा लागल्यास् त्यामुळे सदर जिमनीत असणारा नैसर्गिक पाणी वाहून जाण्याचे मार्ग बंद होणार नाहीत. त्याचप्रमाणे भरावामुळे पावसाचे पाणी साचून आजूबाजूचे शेतकऱ्यांना/रहिवाशांना त्रास होणार नाही याची दक्षता अर्जदार घेणार आहेत, असे कळविले आहे.

सहाय्यक संचालक, नगररचना, रायगड-अलिबाग यांनी त्यांचेकडील पत्र दिनांक १०/९/२०१५ अन्वये, मौजे धामणी, ता.कर्जत येथील स.नं.८८/१२,८८/१३,८९/१३,८९/१ब१, ८९/२,८९/१ब२, ९०/३,९०/४, ९०/५,९०/६,९२/१,९३/१,१८१/१ व १८१/२ एकूण क्षेत्र २,१२,२१०.०० चौ.मी. या जागेत निवासी कारणासाठी बिनशेती रेखांकन व बांधकाम परवानगी मिळणेबाबत आपल्या कार्यालयाकडे अर्ज केला आहे. सदर प्रकरणी या कार्यालयाने दिनांक १६/०६/२०१५ च्या पत्रान्वये आपल्या कार्यालयाकडे अभिप्राय समस्य केला आहे. त्यां अभिप्रायानुसार आपण बाजारमुल्य दर तक्त्यातील बांधकाम दराच्या ऐ जिल्हिकंड चेत्रच्या पी वाचण्यात यावे. सदर जागेसाठी भूखंड क्षेत्राच्या बाजारमुल्य तक्त्यातील भूकंडल्या दराज्या वाचण्यात यावे. सदर जागेसाठी भूखंड क्षेत्राच्या बाजारमुल्य तक्त्यातील भूकंडल्या दराज्या विवासी कारणासाठि रेक विवास वाचण्यात यावे. सदर जागेसाठी भूखंड क्षेत्राच्या दराच्या निवासी कारणासाठि रेक विवास क्रिक्ट विवास कर्णेप प्रविचान कर्णेप विवास क्षेत्र एक्याण्णव हजार चारशे रुपये मात्र) विकास शुल्क बांधकाम आदेश निर्गमित करणेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले अहिं भिट क्षेत्र विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले अहिं भिट कर्ण कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले अहिं भिट कर्ण कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले अहिं भिट कर्ण कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले अहिं भिट कर्ण कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले असिं कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले असिं कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले असिं कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे बंधनकारक राहील असे कळविले असिं कर्णेपुर्वी महसूल विभागाने भरणा करुन घेणे विभाग कर्णेपुर्वी सहसूल विभाग निर्णाण कर्णेपुर्वी सहसूल विभाग निर्णाण करुन घेणे विभाग करुन घेणे विभाग कर्णेपुर्वी सहसूल विभाग करुन घेणे करुन विभाग करुन

श्री.सुरेश पाटकर व वगैरे २ यांनी तहसिलदार अलिबाग याँ कहें केलेल दिस्तं के ८/९/२०१५ रोजीची विहीत नमुन्यातील प्रतिज्ञापत्र सादर केले असून, त्या है यांनी रखाकनातील सर्व जागांचा (रिक्रीएशनल ओपन स्पेसेसचा) वापर रेखांकनातील भूप्रेंडधारकांची सामाईक वापराकरिताच करु व वरील त्या संबंधी अटींचे तंतोतन पालन करुन, तसेच से.नं.८९/१ अ.चे सदरी एकूण क्षेत्र ३-०१-०० असे नमूद आहे तरी उप अधिक्षक भूमी अभिलेख कर्जत मांज्यडील मोजणी (मो.र.नं.४३९/१२/१२०१५ मोजणी दिनांक १८/२/२०१५ प्रमाणे सदर सर्व्ह नं.८९/१ अ चे क्षेत्र कमी भरले असून ते २-८३-०० एवढे आहे. तरी मोजणीप्रमाणे जेवढे क्षेत्र त्याबाबत आमची काहीही हरकत नाही असे लिहून दिलेले आहे.

महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार विकास योजनेमध्ये समाविष्ट केलेल्या क्षेत्रात स्थित असलेल्या जिमनीच्या वापरात बदल करण्यासाठी परवानगीची आवश्यकता नसल्याबाबतचा अध्यादेश महसूल व वन विभागाने राजपत्रात दिनांक २२/८/२०१४ रोजी प्रसिध्द केला असून, त्यामध्ये वर्ग - १ च्या जिमनीबाबत संबंधित महसूल यंत्रणेची व वर्ग -२ जिमनीबाबत जिल्हाधिकारी याचे नाहरकत प्रमाणपत्र घेऊन नियोजन प्राधिकारी यांनी विकास परवानगी देणेबाबत आदेश दिलेले आहेत व महाराष्ट्र जिमन महसूल अधिनियम १९६६ चे कलम ४२ मध्ये पुढील ४२ अ कलम समाविष्ट केला आहे. रायगड जिल्हयातील जिमनीची विकास परवानगी देण्यासाठी जिल्हाधिकारी, मुख्य कार्यकारी अधिकारी, रा.जि.प.अलिबाग, सिडको प्राधिकरण, मुख्याधिकारी नगरपरिषद हे नियोजन प्राधिकारी आहेत. त्यानुसार प्रस्तूत प्रकरणास विकास परवानगी देण्याचे अधिकारी महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम १८ अन्वये जिल्हाधिकारी यांना आहेत.

महसूल व वन विभागाकडील परिपत्रक क्र.संकिर्ण २०१३/०६/प्र.क्र.१४१७/ई-१, दिनांक २७/८/२०१४ नुसार रायगड, ठाणे व पालघर या जिल्हयातील रायगड प्रादेशिक योजनेतील, मुंबई महानगर प्रदेश, प्रादेशिक योजनेत समाविष्ट नसलेल्या क्षेत्रातील जिमनीस अकृषिक परवानगी देण्याबाबतचे अधिकार तहसिलदार, उपविभागीय अधिकारी, अपर जिल्हाधिकारी व जिल्हाधिकारी यांना जिमनीच्या योजने व एकरीनुसार प्रत्यायोजन केलेले आहेत. उक्त शासनाकडील परिपत्रक दिनांक २२/८/२०१४ व या कार्यालयाकडील परिपत्रक दिनांक ९/१२/२०१४ अन्वये अर्जदारांस विकास परवानगी नियोजन अधिकारी या प्राप्त अधिकारान्वये देण्यांत येत आहे.

वरील परिस्थिती विचारात घेता, अर्जदार यांना (प्लॉट पाडून) निवासी कारणासाठी विकास परवानगी व प्लॉट नं.१ ते ५१,५३ ते ७१ मध्ये बांधकाम परवानगी देण्यास हरकत दिसत नाही. म्हणून महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ४२ व ४४ त्याखालील नियमानुसार व उपोद्धातातील अ.क. ६ ते ८ कडील पत्रान्वये जिल्हाधिकारी रायगड यांना प्रदान करणेत आलेल्या शक्तीनुसार व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ मधील तस्तूदीनुसार व महाराष्ट्र जमीन महसूल (जमीनीच्या वापरात बदल व अकृषिक आकारणी) नियम, १९६९ मधील तस्तूदीनुसार श्री.सुरेश मधुकर पाटकर वगैरे २ यांस खालील जमिनीची (प्लॉट पाडून) बिनशेती व प्लॉट नं.१ ते ५१, ५३ ते ७१ मध्ये मंजूर नकाशाप्रमाणे बांधकाम परवानगी निवासी या कारणासाठी स्वालील शर्वींवर देण्याव येव आहे

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्रिं शर्ती :-

- १ महाराष्ट्र जमीन महसूल अधिनियम १९६६ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व त्याखालील नियमास अधिन राहून निवासी या कारणासाठी बिनशेती व बांधकाम परवानगी देण्यांत आलेली आहे.
- ज्या कारणाकरीता बिनशेती व बांधकाम परवानगी देण्यात आलेली आहे त्याच कारणासाठी जमीन व त्या वरील बांधकामाचा उपयोग केला पाहिजे. बिनशेती जिमनीचा भाग अगर त्यातील बांधकामा चा कोणताही भाग नियोजित बिनशेती उपयोगाखेरीज अन्य बिनशेती उपयोगाकडे जिल्हाधिकारी यांच्या पूर्व मंजूरीखेरीज वापरता कामा नये.या शर्तींसाठी बांधकामाच्या वापरावरुन बिनशेती जमीनीचा उपयोग कोणता हे ठरविणेत येईल.
- प्रस्तुत बिनशेती जिमनीची प्लॉटची अगर सब प्लॉटची विभागणी जिल्हाधिकारी यांच्या पूर्व मंजूरीशिवाय करता कामा नये.
- ४ अर्जासोबत जोडलेला ले आऊट व बांधकाम नकाशा खालील शर्तींवर मंजूर करणेत येत आहे. नकाशात दर्शविल्याप्रमाणे नियोजित बांधकाम करण्याचे असून बाकीचे क्षेत्र खुले तेवण्याचे आहे.
- ४(१) महाराष्ट्र शासनान मंजूर केलेल्या प्रादेशिक योजनेसाठीच्या मंजूर विकास नियंत्रण नियमावलीतील नियम क्र.६.८ नुसार पुढीलप्रमाणे तरतुद नमूद असून त्याप्रमाणे कार्यवाही होणे आवश्यक आहे. सदर रेखांकनात पायाभूत सुविधा जसे अंतर्गत रस्ते,पावसाळी नाले, मलिनसा:रण व्यवस्था, पाणी पुरवठा,खुल्या जागेचा विकास इ.जबाबदारी मालक व विकासक थांची राहील तसेच वरील सर्व सुविधा विकासकाने प्रकल्प पुर्ण होण्यापुर्वी पुर्ण करणे बंधनकारक राहील.
- ४(२) स्थलदर्शक नकाशावर दाखविल्याप्रमाणे रस्त्यापासून नियोजित बांधकामाचे अंतर व नियोजित बांधकामापासून पुढील,मागील व बाजुची अंतरे प्रत्यक्षात जागेवर असली पाहिजेत व त्याखालील जागा कायम खुली ठेवावी.
- ४(३) रेखांकनातील कोणत्याही रस्त्याची रुंदी मंजुर केलेल्या रुंदीप्रमाणे ठेवण्यात यावी व सर्व रस्ते पक्क्या स्वरुपात रहदारीला योग्य होतील अशा स्वरुपात तयार करण्यात यावेत.
- ४(४) नियोजित बांधकामाचे,भूखंडातील अस्तित्वातील अन्य बांधकामे धरुन एकुण क्षेत्र नकाशावर दर्शविल्याप्रमाणे टाईप A साठी तळ+१ मजले व इमारतीची उंची ८.० मी. कि० चंदि क्षेत्र निर्देशांकाचे व टाईप B व C साठी तळ मजला व इमारतीची उंची ४ अ में व ०.१ पर्द क्षेत्र निर्देशांकाचे मर्यादेत प्रत्यक्ष जागेवर कमाल राहिले पाहिजे. खुल्म जागेमध्ये प्रस्ताविष्ठ असलेले बांधकाम क्षेत्र खुल्या जागेतील अस्तित्वातील व प्रस्तावित प्रस्वित्र मिलूम खुल्या जागेच्या क्षेत्राच्या १०% पेक्षा जास्त असता कामा नये.
- ४(५) रेखांकनातील रस्ते जर शेजारील जागांना मार्ग देत असतील तर अशा शेजारील जागांच्या संभाव्य रेखांकनातील रस्त्यांना ते जोडण्याची व वापरण्याची परवानगी द्वार्टी लागेल अ
- ४(६) खुल्या जागेचे क्षेत्र १०% पेक्षा कमी असता कामा नये. खुली जामा स्वर्शिवलेल्या क्षेत्रांके विकास नियंत्रण नियमावलीतील अनुज्ञेय वापराप्रमाणे करण्यात याको 🔅 🎉
- ४(७) पिण्याच्या पाण्याच्या स्त्रोत पासून सेप्टीक टॅन्कचे अंतर १२.० मी. किया आवश्यक आहे.
- ४(८) इमारतीसाठी आवश्यक असणाऱ्या पाण्याची सोय तसेच सांड्रेसण्याची सोयाचे मेला निर्मुलनाची व्यवस्था नसल्यास प्रत्यक्ष वापरापुर्वी अर्जदाराने केली पाहिजे.
- ४(९) नियोजित बांधकामात .मंजुरीपेक्षा वेगळे बदल करावयाचे असल्यास पूर्व परवानगी घेणे आवश्यक आहे.
- ४(१०) महाराष्ट्र प्रादेशिक नियोजन व नगर रचना अधिनियम १९६६ चे कलम ४८ नुसार सदर बांधकाम परवानगी ही सक्षम महसूल प्राधिकारी यांनी दिलेल्या तारखेपासून १ वर्षापासून वैध असेल. त्यानंतर पुढील वर्षासाठी अर्जदार यांनी योग्य त्या कारणासहीत नियोजन प्राधिकरणाकडे विनंती अर्ज करुन परवानगीचे नुतनीकरण करता येईल. वैध मुदतीत

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बांधकाम पूर्ण केले नसेल तर नविन परवानगी द्यावी लागेल. नविन परवानगी घेताना त्यावेळी अस्तित्वात असलेल्या नियमांचा व नियोजित विकास आराखडयाच्या अनुषंगाने, छाननी करण्यात येर्डल व ती बाब अर्जदार/जिमन मालक यांचेवर बंधनकारक राहील.

- ४(११) सदर जागेबाबत कोणत्याही न्यायालयात/प्राधिकरणासमोर कोणत्याही प्रकारचा दावा/वाद चालू असल्यास त्याची जबाबदारी अर्जदार/मालक यांची राहील.
- ४(१२) जिमनीवरील सदरचा विकास करताना जागेवरील भुपृष्ठ रचनेमध्ये अनावश्यक बदल करु नये तसेच जागेतून जाणारे कोणत्याही नैसर्गिक पाणी प्रवाहास बाधा येऊ नये यासाठी आवश्यक ती उपाययोजना करणे जरुरीचे आहे.
- ४(१३) सौर उर्जेवर चालणारे रस्त्यालगतचे पथदिवे बसविण्याचे आहेत.
- ४(१४) Rain Water Harvesting बाबतची यंत्रणा अर्जदार यांनी इमारतीच्या वापरापूर्वी स्वखर्चाने करणे जिमन मालक/विकासकावर बंधनकारक राहील.
- ४(१५) प्रकाश व वायुविजन यासाठी ठेवलेल्या खिडक्यांचे क्षेत्र हे संबंधीत खोलीच्या क्षेत्राच्या १/६ पेक्षा कमी असू नये.
- ४(१६) नियोजित बांधकामामुळे भुखंडावर असलेल्या कोणाच्याही वहिवाटीचे हक्कांचा भंग होणार नाही याची जबाबदारी अर्जदार/जिमन मालकाने परस्पर घेतली पाहिजे.
- ४(१७) स्थलदर्शक नकाशावर दर्शविल्याप्रमाणे वाहनतळासाठी आवश्यक तेवढे क्षेत्र खुले ठेवणे आवश्यक आहे.
- ४(१८) प्रस्तुत रेखांकनामधील भूखंडामध्ये बांधकाम करताना IS CODE-१३९२०-१९९३ भूकंपरोधक RCC डिझाइननुसार बांधकाम घटकांचे नियोजन अर्हताप्राप्त स्ट्रक्चरल इंजिनियर यांचेकडून करुन घेणे आवश्यक असून त्यांचे देखरेखीखाली नियोजित इमारतीचे बांधकाम पूर्ण करणे अर्जदार/विकासकर्ता यांचेवर बंधनकारक राहील.
- ४(१९) बांधकाम नकाशाची छाननी अनुज्ञेय चटई क्षेत्र, भुव्याप्त क्षेत्र याबाबतीत केलेली आहे. बांधकाम नकाशातील गणितीय चुका अथवा जागेवर मंजूर बांधकाम नकाशे दर्शविल्या व्यतिरिक्त जादा बांधकाम असल्यास/केल्यास त्यास संबंधीत वास्तुशिल्पी व अर्जदार जबाबदम्स राहतील.

सद्दिजागसाठी भूखंड क्षेत्राच्या बाजारमुल्य दर तक्त्यातील जिमनीच्या दराच्या ०.५% [(म.५०५० x ०.५%) x एकूण भू.क्षे.२१२२१०.०० चौ.मी. = रु.१५,३८,५२३/-] व ब्रह्माप भेत्राच्या प्रकारानुसार बाजारमुल्य दर तक्त्यातील निवासी कारणासाठी बाधकामाच्या दराच्या २% [(रु.१४५० x २%) x बां.क्षे.१९०६४.५८४५ चौ.मी. = ५५,५२८५/-] असे एकूण र.रु.२०,९१,४००/- (अक्षरी वीस लक्ष एक्याण्णव हजार चारशे रुपये मात्र) विकास शुल्क अर्जदार / जिमनमालक यांनी जिल्हाधिकारी रायगड तथा नियोजन क्षिकारी यांच्या नांवे स्टेट बँक ऑफ इंडिया शाखा अलिबाग येथे काढलेल्या बचत खाते क्रि.५२५७००८०१० मध्ये दिनांक ३/१२/२०१५ रोजी जमा केली आहे. व त्याचा धनावेश्च/इक्की./रोख रक्कम जमा केल्याची पावती सादर केली आहे.

करता येणार नाही अन्यथा नियमानुसार कारवाईस पात्र राहील. (१२) जिमिनीवर बांधकम्म पूर्ण झालेनंतर वर नमुद सर्व अटींची पूर्तता करुन भोगवटा प्रमाणपत्र

होणे अर्जी प्रयोग पूर्ण झालनार पर ननुष सव अटावा पुतात परिन नागवटा प्रमाणवत्र होणे अर्जी प्रयोग बंधनकारक राहील अन्यथा नियमानुसार कारवाईस पात्र राहील.

- ४(२३) अर्जदार यांनी सादर केलेली माहिती/कागदपत्रे खोटी अथवा दिशाभुल करणारी असल्यास सदर परवानगी रह समजण्यात येईल.
- परील जिमनीच्या क्षेत्रातील बांधकामाचा नकाशा महाराष्ट्र जमीन महसूल (जिमनीच्या वापरातील बदल व अकृषिक आकारणी)नियम १९६९ मधील परिशिष्ट दोन मधील तरतुदींस अनुसरुन व महाराष्ट्र प्रादेशिक व नगरररचना अधिनियम १९६६ मधील तरतुदीनुसार मंजूर करण्यात आला आहे. त्या मंजूर नकाशाप्रमाणे बांधकाम करणे आवश्यक राहील.

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- ६ अर्जदार यांनी प्रस्तूत जिमनीचा बिनशेती उपयोग या आदेशाच्या तारखेपासून एक वर्षाचे आत सुरु केला पाहिजे. सदरची मुदत वेळोवेळी जिल्हाधिकारी यांच्याकडून वाढवून घेणेत आलेली नसल्यास बिनशेती परवानगी रद्द झालेली आहे,असे समजण्यात येईल.
- अर्जदार यांनी उपयोग सुरु झाल्याबद्दलची समज संबंधित तहसिलदार यांना गावचे तलाठीमार्फत बिनशेती उपयोग सुरु झाल्यापासून ३० दिवसाचे आत देण्याची आहे. तसे न केल्यास राजपत्रात नमूद केल्यानुसार ती व्यक्ती अकृषिक आकारणी देण्याबरोबरच आणखी पंचवीस हजार रुपयांस द्रव्यदंड किंवा अकृषिक आकारणीच्या चाळीस पट इतकी रक्कम, यांपैकी जी अधिक असेल ती रक्कम देण्यास पात्र होईल.
- जिमनीचा बिनशेती वापर सुरु झाल्यापासून अर्जदार यांनी दर चौरस मिटरला ०-१० पैसे या प्रमाणे बिनशेती आकार देण्याचा आहे. सुधारीत दर अंमलात आल्यानंतर त्या सुधारीत दराने बिनशेती आकार भरावा लागेल. जरुर तर फरकाची रक्कम भरावी लागेल. जर जिमनीचे नियोजित उपयोगात बदल करण्याचा झाला तर नियोजित बिनशेती उपयोगाची मुदत जरी संपली नसली तरी असा बदलता उपयोग सुरु झालेपासून अर्जदार यांना बदलत्या दराने आकार द्यावा लागेल. या मुदतीनंतर जो सुधारीत दर लागू केला जाईल. त्याप्रमाणे बिनशेती आकार देण्याचा आहे. तसेच नियमाप्रमाणे जिल्हा परिषद व पंचायत समिती कर व इतर कर अथवा टॅक्सेसची रक्कमही द्यावी लागेल.
- ९ बिनशेती उपयोग सुरु केल्यापासून एक महिन्यांचे आत अर्जदार यांनी जरुर ती मोजणी फी भरली पाहिजे. बिनशेती प्लॉटला डिमार्केशन करुन कुंपण घातले पाहिजे.
 - जिमनीची सर्व्हे खात्यामार्फेत प्रत्यक्ष मोजणी झाल्यानंतर जर क्षेत्र व बिनशेती आकार यात बदल होत असेल तर त्याप्रमाणे जरुर ते बदल सनदेत करण्यात येतील.
 - बिनशेती उपयोग सुरु झाल्यापासून एक महिन्याचे आत अर्जदार यांनी महाराष्ट्र जमीन महसूल(जिमनीच्या वापरात बदल आणि अकृषिक आकारणी)नियम १९६९ मधील परिशिष्ट चार/पाच/सहा मध्ये सनद पूर्ण करुन दिली पाहिजे.
 - सनदेच्या तारखेपासून तीन वर्षाचे आत नियोजित इमारतीचे बांधकाम पूर्ण केले पाहिजे. बांधकाम पूर्ण करण्याची मुदत जरुरती दंडाची कारवाई करुन वाढवून देण्याचे स्वेच्छादिन अधिकार जिल्हाधिकारी यांना आहेत.
- १३ जिमनीचा प्रत्यक्ष बिनशेती वापर सुरु न करता प्रस्तूत जिमनीची विक्रिंग्वेल पर कुळ विहेवाट व शेतजिमन अधिनियम १९४८ मधील तरतुई नुसार जुरुर कारवाईस पात्र राहील.
- वरील शर्तींचा भंग करुन केलेला बिनशेतीचा उपयोग नवीन विधिकाम कि मंजूर बांधकामात केलेला फेरबदल अगर केलेली दुरुस्ती काढून जमीन पूर्ववत करण्याबद्दल जिल्हाधिकारी यांच्याकडून आदेश देण्यात येतील. त्या आदेशातील मुद्रवीत दिलेल्या आदेशांची पूर्तता अर्जदार अगर प्लॉटधारक यांनी न केल्यास जिल्ह्या केलिया त्याप्रमाणे पूर्तता करुन घेतील व अशी पूर्तता करुन घेण्यात येणारा विश्व अर्जदार यांचेकडून वसूल करणेत येईल. अर्जदार यांनी तो सुरळीत न दिल्यास जमीन किल्ह्या अकबांकी महणून तो वसूल केला जाईल.
- १५ जिमनीचे कब्जेदार यांनी या जिमनीतील मोकळया जागी जास्तीत जीस्त आडे (व्रुक्ष) जावर्ती पाहिजेत व त्यांचे चांगल्या तन्हेने संगोपन करणेची दक्षता घेतली पाहिजे.
- १६ जर अर्जदार वरीलपैकी कोणत्याही शर्तींचे उल्लंघन करील तर सदर कायद्यांतील तरतुदी व सरकारी ठरावान्वये अर्जदार ज्या कोणत्याही इतर शिक्षेस पात्र असेल त्या शिक्षेस बाधा न येता जिल्हाधिकारी हे फुर्मावितील त्याप्रमाणे दंड किंवा आकारणी केली असता सदरहू जमीन अर्जदार यांच्या भोगवटयात चालू ठेवण्याचा अधिकार जिल्हाधिकारी यांचा आहे.
- १७ सदर जागेस नवीन व्यवसाय चालू करावयाचा असल्यास त्यास आरोग्य विषयक नाहरकत दाखला देण्यासाठी नवीन प्रस्ताव सादर करावा लागेल.



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- १८ सदर विकास जिमनीवर इमारतीचे बांधकाम करतेवेळी सांडपाण्याची व्यवस्था गटाराद्वारे करुन सदर गटारामध्ये गप्पीमासे सोडणेत यावेत. जेणेकरुन डासोत्पती होणार नाही याची दक्षता घ्यावी.
- १९ ग्रा.मा.१३० धामणी मेचकरवाडी रस्त्याचे मध्यापासून इमारत रेषा -१२ मीटर व नियंत्रण रेषा -२५ मीटर अंतरावर असणे आवश्यक आहे.
- २० ग्रा.मा.१३० धामणी मेचकरवाडी रस्त्याचे मध्यापासून १२ मीटरचे आत केव्हाही कोणत्याही प्रकारचे बांधकाम करता येणार नाही.
- २१ सदर जागेत जाणेयेणेसाटी रस्ता करताना पाण्याचा निचरा योग्य प्रकारे होईल असे जलनि:सारणाचे काम स्वख्वर्चाने करावे.
- २२ भविष्यात रस्ता रुंदीकरणाचे काम निघाल्यास या रस्त्यासाठी लागणारी जागा विनातक्रार उपलब्ध करुन द्यावी लागेल.
- २३ सदर जागेतुन जाणारे पाय्वाट,वहीवाटीचे रस्ते तसेच नैसर्गिक पाण्याचे मार्ग बदलताना रस्त्याचे कोणत्याही प्रकारे नुकसान होणार नाही याची दक्षता घ्यावी.
- २४ रस्त्यालगत विना परवाना कोणत्याही प्रकारचे अतिक्रमण अथवा अनाधिकृत बांधकाम करु नये
- २५ अस्तित्वातील रस्ता व रस्ता रुंदीकरणाने बाधीत क्षेत्रामध्ये कोणत्याही प्रकारचा बिनशेती वापर व बांधकाम करु नये.
- २६ जिमनीमध्ये अनिधकृत बांधकाम केल्यामुळे अर्जदार यांनी नियमानुसार होणारा दंड तहसिलदार कर्जत यांजकडे १५ दिवसात भरणा करावा.
- २७ जिमनीमधील अनिधकृत बांधकाम अर्जदार यांनी स्वखर्चाने पाइन टाकावे.
- २८ भविष्यात या सोबतच्या मंजूर रेखांकनामध्ये दुरुस्ती करुन, सुधारीत रेखांकनास मंजूरी ध्यावयाची झाल्यास, सोबतच्या रेखांकनात दर्शविलेले रस्ते जर लगतच्या भूखंडांना जोडले असतील तर ते सुधारीत रेखांकनात त्याचप्रमाणे अबाधित ठेवण्यात यावेत.
- २९ प्रस्तावित जिमनीबाबत कोणत्याही प्रकारचा वाद उद्भवल्यास त्याची सर्वस्वी जबाबदारी अर्जद्वर जिमनमालक यांची राहील तसेच कोणत्याही न्यायालयात दावा दाखल असल्यास कार्याबावत होणार न्यायनिर्णय अर्जदार/जिमनमालक यांच्यावर बंधनकारक राहील.

स्टर विकास आहेश हे उपलब्ध पीक पहाणी दर्शविणारे गांव न.नं.७/१२ व त्यानुषंगाने क्यान्य फेरफार यांचे आधारे देण्यात येत आहे,प्रकरणी अनुपलब्ध कागदपत्रांमुळे अथवा कोणत्याही बाबीमुळे भविष्यात जिमनीबाबत/बांधकामाबाबत/ हद्दीबाबत/क्षेत्राबाबत /अधिकार अभिलेखाबाबत/मालकीबाबत/ पोचरस्त्याबाबत वाद/ तक्रार/ध्याखाबत वाद निर्माण झाल्यास, त्याची सर्वस्वी जबाबदारी अर्जदार/जिमनमालक यांची राहील. तसेच प्रकरणी होणारे न्यायनिर्णयांचे पालन करणे त्यांच्यावर बंधनकारक राहील.

महासाद शेतजमीन(जमीन धारणा कमाल मर्यादा)अधिनियम १९६१, मुंबई कुळविहवाट व शेतुजमीनित्रधिनियम १९४८,मुंबई धारणा जिमनीचे तुकडे पाडण्यास प्रतिबंध करणबाबत अधिनियम अधिनियम १९८,भारतीय वन अधिनियम १९२७,महाराष्ट्र खाजगी वन (संपादन) अधिनियम १९८, वन (संरक्षण) अधिनियम १९८०, पर्यावरण संरक्षण अधिनियम १९८६, भूमी संपादन अधिनियम १८९४ मधील तरतुदींचा भंग झाल्यास सदरची परवानगी रह

विद्वार प्रियोगी ही प्रचलित मुंबई कुळ विहवाट व शेतजमीन अधिनियम १९४८ महाराष्ट्र व्हेर्लिज पंचायत ॲक्ट, म्युनिसियल ॲक्ट व टाऊन प्लॅनिंग ॲक्ट त्यांतील तरतुदीस अधिन राहून देणेत आलेली आहे.

महाराष्ट्र अनुसुचित जमातींना जमीन प्रत्यार्पित (Restoration) करणे अधिनियम १९४७ व महाराष्ट्र अनुसूचित जमातींना जमीन प्रत्यार्पित (Restoration) करणे नियम १९७५ मधील तरतूदींचा भंग होणार नाही. तसेच महाराष्ट्र जिमन महसूल अधिनियम १९६६ चे कल्म ३६ व ३६अ चा भंग होणार नाही म्हणजेच अनुसूचीत जमातीतील व्यक्तींकडून करणेत येणाऱ्या वहीवाटींचे हस्तांतरण होणार नाही याची अर्जदार यांनी दक्षता घ्यावी.

* Callian

भारतीय वन अधिनियम १९२७ मधील कलम ३५(३) व ३५(१) अथवा अन्य तरतुदीनुसार 38 अथवा महाराष्ट्र खाजगी वने संपादन अधिनियम १९७५ व वनसंवर्धन अधिनियम १९८० मधील तरतृदीप्रमाणे वरील जिमन वनजिमन असल्याचे निदर्शनास आल्यास ही परवानगी आपोआप रह झाली असे समजण्यात यावे.

प्रस्तुत जिमनीत या आदेशाप्रमाणे अकृषक वापर सुरु करण्यापुर्वी व त्रयस्थ व्यक्तींचा हित 34 संबंध निर्माण करण्यापूर्वी जिमनीच्या मालकीहक्काबाबत Title Clearance प्रमाणपत्र मान्यता प्राप्त Solicitor कड्न प्राप्त करुन घेणे आवश्यक राहील.

वरीलप्रमाणे सर्व नियम, अधिनियम, शासन निर्णय, परिपन्नके यांना अनुसरुन अर्जदार यांना 38 सादर केलेली माहिती अपूरी, चुकीची, खोटी असल्याचे कोणत्याही टप्प्यावर निर्दशनास आल्यास या आदेशान्वये दिलेली परवानगी आपोआप रद्द होईल. याबाबतचे सर्व दाईत्व अर्जदार यांचेवर राहील.त्यास शासन अथवा कोणतेही शासकीय अधिकारी, कर्मचारी जबाबदार असणार नाहीत. अर्जदार हे फौजदारी व दिवाणी कारवाईस पात्र राहतील.

या विकास आदेशातील सर्व शर्ती अर्जदार/मालक/भूखंडधारक यांच्यावर बंधनकारक 30 राहतील. वरील शर्तीचा अगर सनदेतील शर्तीचा अर्जदार यांने भंग केल्यास बिनशेती परवानगी रह करण्यात येईल व याखेरीज अर्जदार हे जमीन महसूल कायदा व त्याखालील नियम, सरकारी ठराव व आदेशांप्रमाणे कारवाई व दंडास पात्र होतील.

lector of

सही /- x x x (शीतल तेली-उगले) जिल्हाधिकारी रायगड अलिबाग

श्रीमती पर्णा प्रदीप पाटकर वगैरे ३ रा.पाटकर हाऊस,३४, टर्नर रोड,बांद्रा पश्चिम मुंबई यांस म्राहितीसाठी.

श्री.सुरेश मधुकर पाटकर वगैरे २ रा.वेदांत, प्लॉट नं.८५, सेक्टर नं.१ ४०० ०७३ यांस माहितीसाठी.

सोबत मंजूर प्लॅनची प्रत जोडली आहे.

तहसिलदार कर्जत यांचेकडे पढील कार्यवाहीसाठी

याकामी अर्जदार यांचेकडून बिनशेती उपयोग सुरु झाल्याची समज पुढील कार्यवाही करणेत यावी.

उप अधिक्षक भूमी अभिलेख, कर्जत याजकडे माहितीसाठी खाना.

सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांजकडे माहिती राही सस्नेह रवाना प्रत:-

जिल्हा आरोग्य अधिकारी,रायगड जिल्हा परिषद,अलिबाग यांजकडे माहितीसादी रव्यना

कार्यकारी अभियंता (बांधकाम),रायगड जिल्हा परिषद,अलिबार्ग 🚧 जकडे माहितीसा प्रत:-

तलाठी सजा कोंठींबे,तालुका कर्जत यांना माहितीसाठी व पुढील जरुर त्येर कार्रे कार्र

उपवनसंरक्षक अलिबाग याजकडे माहितीसाठी व जरुर त्या कार्यवाहीसाठी.

मा.विभागीय आयुक्त,कोकण विभाग,कोकण भवन,नवी मुंबई यांजकडे माहितीसाठी सादर.

सह संचालक, नगर रचना, मुल्यांकन,कोकण विभाग, कोकण भवन, तिसरा मजल्म, कक्ष क्र.२१३, सीबीडी, नवी मुंबई ४०० ६१४ यांजकडे खाना.

एल.एन.ए. हॅण्ड फाईलसाठी.



गाव नमुना सात

अधिकार अभिलेख पत्रक (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

गाव :- **धामणी**

तालुका :- **कर्जत**

जिल्हा :- रायगड

दिनांक:- 19/06/2017 पर्यंत अदयावत

गट क्रमांक व भ् उपविभाग 88/अ/36	धारणा पद्धती भोगवटादार वर्ग -1	भोगवटट	प्रराचे नांव		
शेतीचे स्थानिक नांव			क्षेत्र आकारआणे पै	पो.ख. फे.फा	खाते क्रमांक
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 जुडी किवा - विशेष आकारणी					* KARJAT
					सीमा आणि भुमापन चिन्हे

गाव नमुना बारा दिनांक:- 19/06/2017 पर्यंत अदयावत अधिकार अभिलेख पत्रक (महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत् ठेवणे) नियम,१९७१ यातील नियम

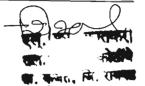
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२९) तालुकाः कर्जत

जिल्हाः रायगड

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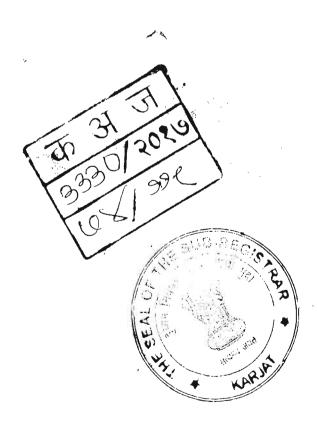
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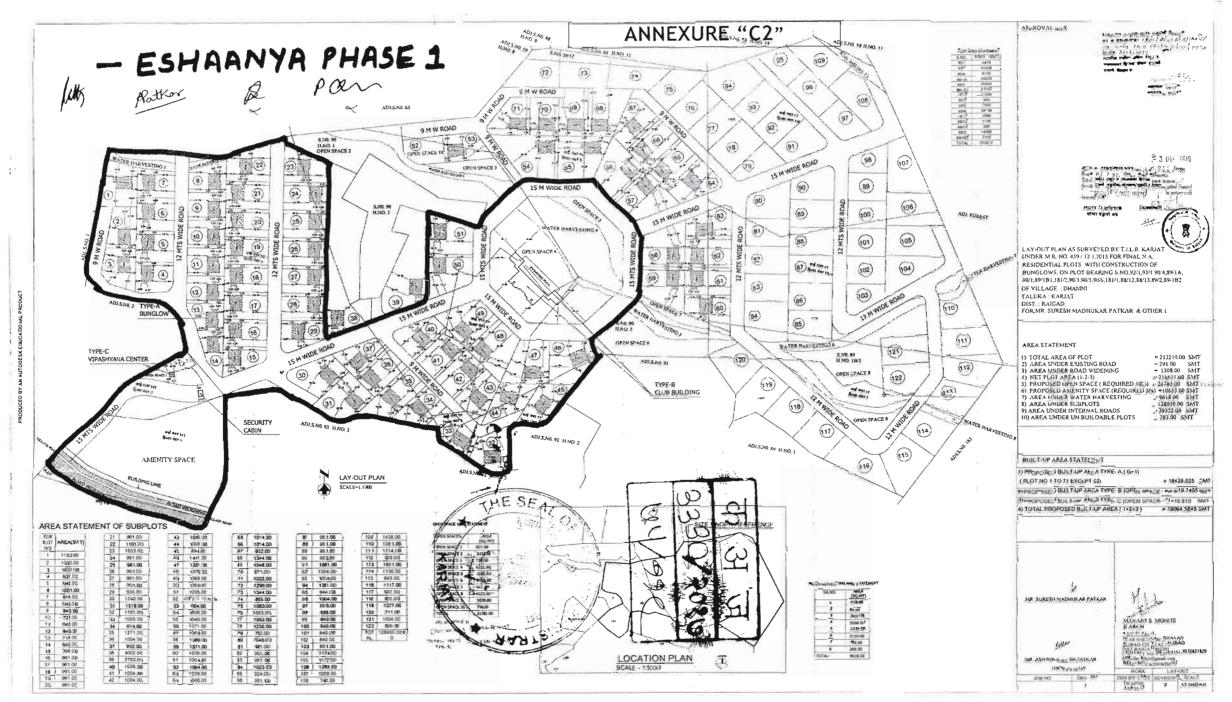
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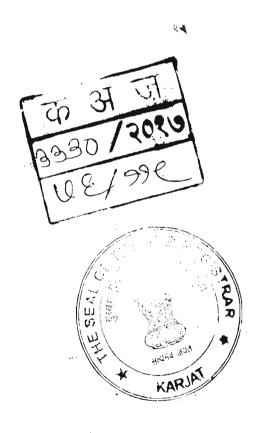
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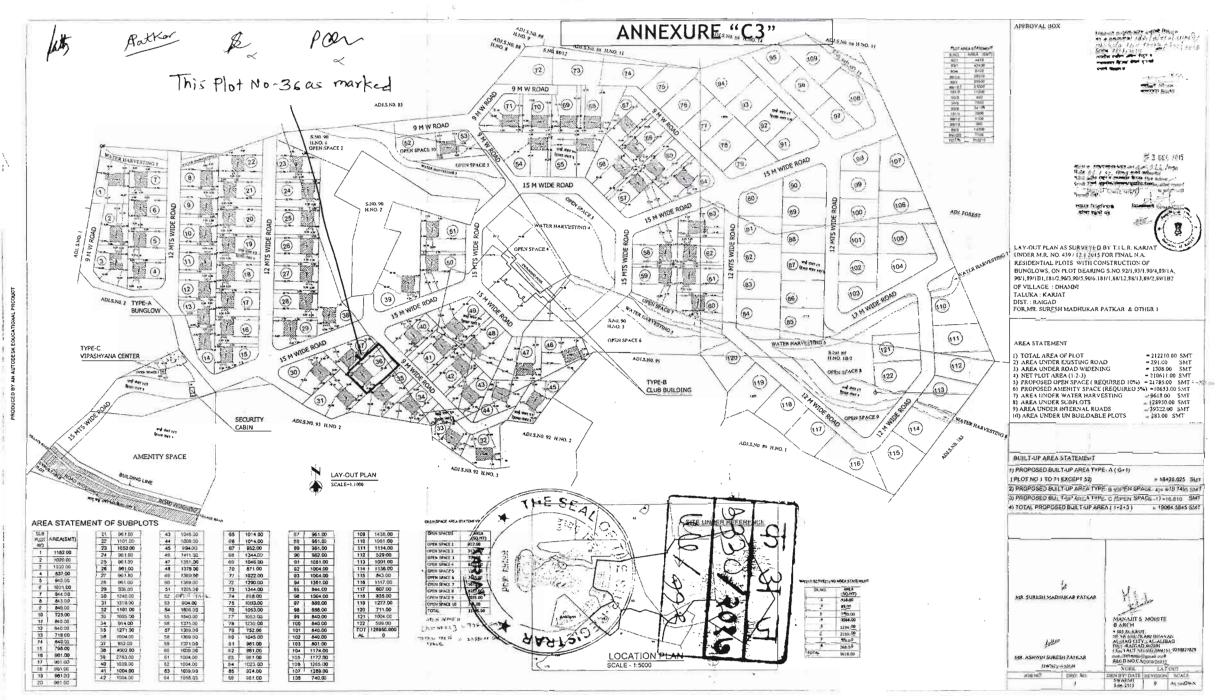




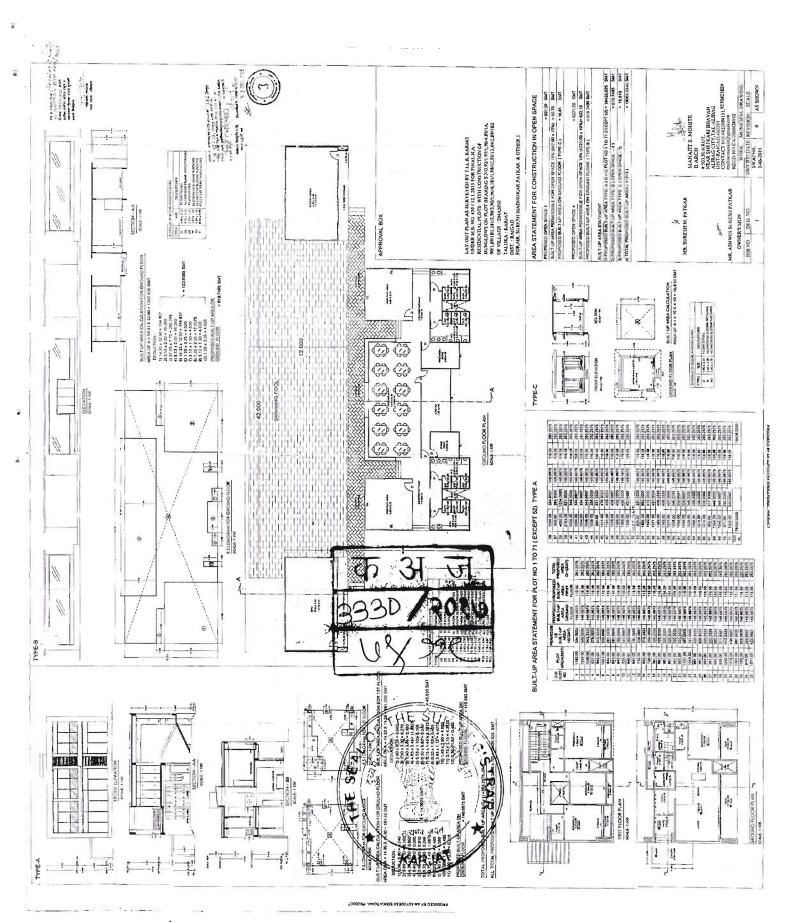








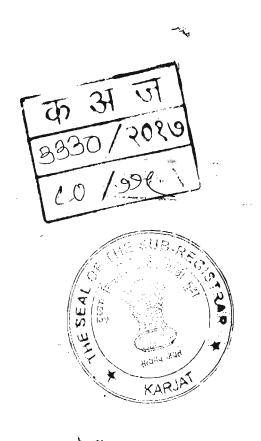




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AMENITIES

STRUCTURE

RCC framed structure with External & Internal brick/block work with plaster.

External walls finished in sand faced plaster with external grade paint of Jotun make.

KITCHEN

Granite platform with SS sink of Sincore make.

PLUMBING

External Plumbing to be done of Astral/ Ashirwad make.

<u>WINDOWS</u>

Powder coated Aluminum sliding windows of 27mm Series.

ELECTRICAL

Conduiting For wiring and 3 phase meter supply.

GENERAL

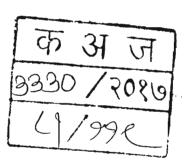
Compound wall in brick work with plaster and cement paint. Paved car porch.

Lill

Patker

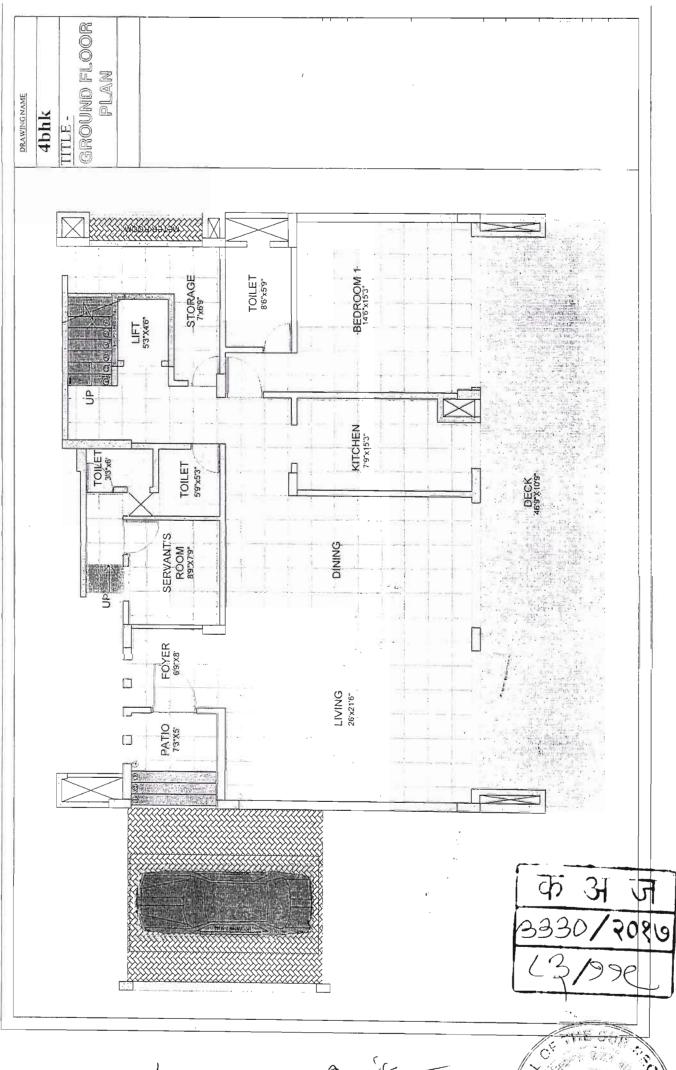
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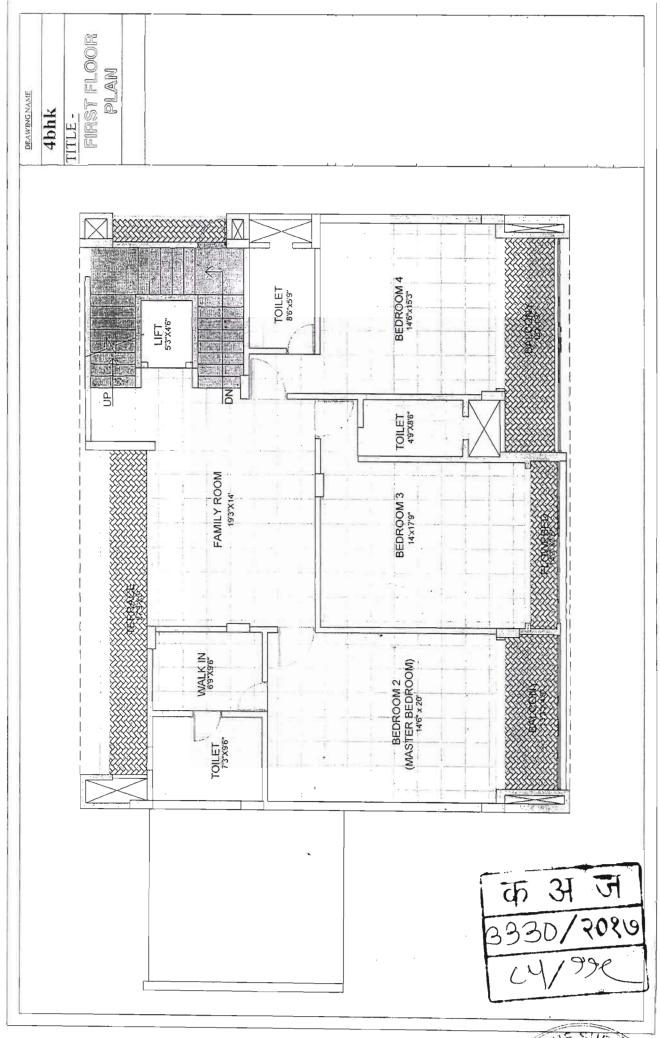


July Patker

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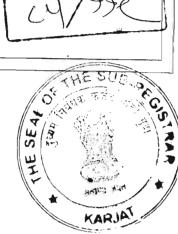


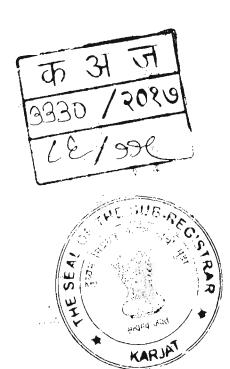


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पावती

Original/Duplicate

दिनांक: 25/01/2017

Wednesday, January 25, 2017

11:27 AM

नोंदणी क्रं. :39म

Regn.:39M

गावाचे नाव: सानपाडा

दस्तऐवजाचा अनुक्रमांकः टनन3-995-2017 दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: श्री.सुरेश मधुकर पाटकर - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

पावती क्रं.: 1225

₹. 320.00

पृष्ठांची संख्याः 16

एकूण:

₹. 420.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:42 AM ह्या वेळेस मिळेल.

बाजार मुल्यः रू.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 320/-

पक्षकाराची सही मुळ दस्तऐवज परत मिळाला दु. नि. ठाणे-३





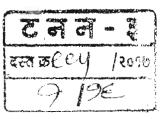






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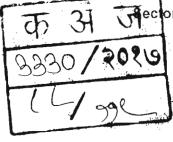




POWER OF ATTORNEY

TO ALL TO WHOM these presents shall come, we Mr. Suresh Madhukar Patkar (PAN: AAGPP1102Q) Aged 59 years & Mr. Ashwyn Suresh Patkar (PAN: AOYPP5990A) Aged 29 years having address at 604, The Affaires, Plot No. 9, Off Palm Beach Road,

क अ जिल्हा 17, Sanpada, Navi Mumbai – 400 705 SEND GREETINGS,





Motkey



1347 GG

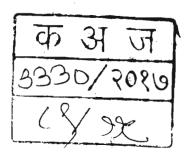
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देखा पाढ कर विलेख बडतस्ट

500/-V.S.5979

23 MM 2019









WHEREAS:-

1. We are carrying on business of jointly developing Non Agricultural Plots and construction of bungalow plots in project namely "ESHAANYA" Situated at Survey Nos. 185 (Plot Nos. 1 to 144) at Village Dhamni, Taluka Karjat, District Raigad in the name of Mr. Suresh Madhukar Patkar & Mr. Ashwyn Suresh Patkar and sale of Bungalows & Bungalow Plots and such other premises in such Bungalows/Bungalow Plots ownership basis as contemplated by the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act,1963 hereinafter referred to as "The Said Act" and as such we are required to execute agreements for sale in favour of the prospective purchasers of Bungalows / Bungalows Plots and such other premises in such Bungalows/ Bungalow Plots and lodge such agreements for registration before the Sub- Registrar, Karjat / Neral as required under Section 4 of the said act and the Registration Act,1908.

Sub-Registrar for admitting execution of the Agreement for sale and/or correction deed, Cancellation Deed, Sale Deed & other instruments with prospective Purchaser as contemplated under the said Act.

(PAN: AHJPR1987K) aged 31 years adult having address at 1/D/14, Suyash CHS. Sector -10, Koperkhairane, Navi Mumbai 400 709 to admit execution of the such agreements for Sale, Correction/ Rectification Deed, Cancellation Deed & Conveyance Deed with prospective Purchase and /or other instruments as required to the registered under the said Act which the said Act which the said Act which the documents which are executed by Mr. Suresh Madhukar Patkar & Mr. Ashwyn Suresh Patkar.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that we do hereby nominate, constitute and appoint the said Mr. Sumit P. Rane to be my true and lawful Attorney for the purpose expressed, that is to say:-

 To present and lodge in the office of the Sub- Registrar, Karjat/ Neral and to admit execution of the Agreements for Sale and/or other instruments as required to be registered under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and

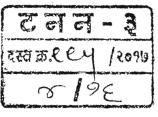
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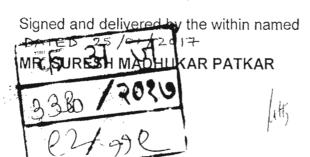




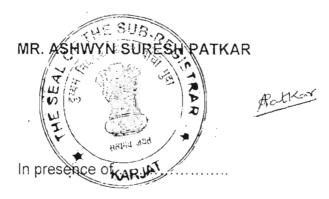


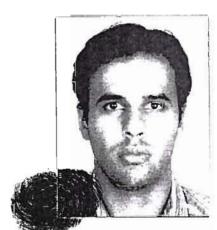
Transfer) Act 1963 and the Registration Act, 1908 entered into by us in favour of the prospective purchasers of Bungalow/Bungalow Plots and such other premises in the Residential Bungalow Project constructed by us and to do all acts and things necessary for effectively registering the such Agreements.

- AND WE DO HEREBY agree to ratify and confirm all and whatever our said attorney shall or purport to do or cause to be done by virtue of these presents.
- 3. IN WITNESS WHERE OF we have put our hands and hand the days and the year fist hereinabove written









- 1) Ashow Badale. *
- 2) Ganesh Mujage





(Power of Attorney Holder)





क अ ज 3330/२**०१७** e3/7१९





महाराष्ट्र स्टेट इलेक्ट्रिसिटी डिस्ट्रीब्यूशन कंपनी लि.

बीज आकार देयक

ऑन लाईन बिल पेमेंट सुविधा कंपनीच्या संकेत स्थलावर उपलब्ध आहे. अधिक माहितीसाठी www.mahadiscom.in या संक्रेत स्थळावर संपर्क साधावा.

बिलीग युनिट 4752 / PAMBEACH SUB DIV / NERUL O&M DIVISION

V 2,5.1 . 1/246

000290027454

: ASHWYN S PATKAR & SANGEETA P SURESHP

देयक रक्कम देय दिनांक

वीज**ंदेयक माहे**

10110:00 26/12/16

OFFICE-604, PLOT NO-9, SEC-17, SANPADA / - 400703

देयक भरणा 08/12/16

मोबाइल/इमेल:

GGN:201612275282558

पर्यंत विचारात घेतला आहे

पी. सी./चक्र+मार्ग-क्रम/डि.टी.सी. २/19/1009/0082/4752029

दर संकेत **: 52/LT II Comm 3 Ph <20KW

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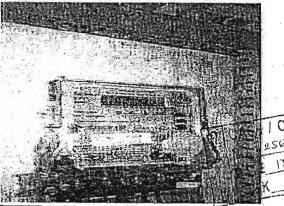
मंजूर भार : 10.10 KW.

पुरवदा दिनांक:

10/11/11

विवरण

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वीज शुल्क 21.%	1741.64
वीज विक्री-कर	74.94
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एकूण थक्रबाकी/जमा	4.80
देयकाची निव्यळ्ळ रक्कम	10114.88
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मागील, पावतीचा दिनांक 18/11/16	10050.00
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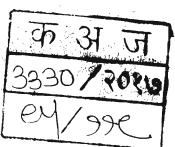
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Registered Office Plot No. 1.39. Prakashead, Prof. Ament Kanekar Alare, Bandra M.J. Akronar-100 05.T







स्वार्थ लेखा शंख्या IPERMANENT ACCOUNT NUMBER AAGPP1102Q





THE INAME SURESH MADHUKAR PATKAR

पिता का नाम /FATHER'S NAME MADHUKAR NARAYAN PATKAR

जन्म तिथि ADATE OF BIRTH

10-12-1957

Pare-

हस्ताक्षर ISIGNATURE

आयकर आयुक्त (क्रम्प्यूटर केन्द्र) Commissioner of Income-tax (Computer Operation

For lower of Alfarmay

इस कार्ड के खो / पिल जाने पर कृपया जारी प्राधिकारी को सूचित / वापस कर दें आयकर आयुक्त (कप्प्युटर केन्द्र). आयकर आयुक्त (कम्प्युटा सी-13, प्रत्यक्षकर भवन, यांद्रा-कुर्ला कॉम्प्लेक्स, मुंबई - 400 051.

In case this card is lost/found, kindly inform/return to the issuing authority:

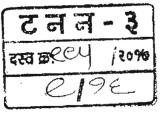
Commissioner of Income-Tax (Computer Operations),

C-13, Pratyakshakar Bhayan,

Bandra-Kurla Complex,

Mumbai - 400 051.

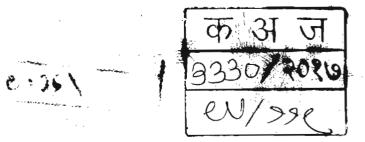




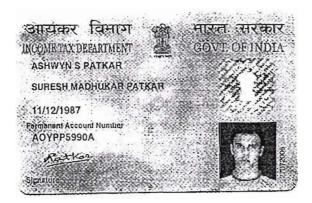












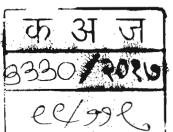


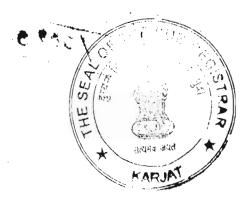














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बुधवार,25 जानेवारी 2017 11:28 म.पू. दस्त गोषवारा भाग-1

टनन3 98)**9**E

रस्त **क्र**मांक: 995/2017

दस्त क्रमांक: टनन3 /995/2017

बाजार मुल्यः रु. 01/-

मोबदलाः रु. 00/-

भरलेले मुद्रांक श्लकः रु.500/-

दु. नि. सह. दु. नि. टनन3 यांचे कार्यालयात

पावती:1225

पावती दिनांक: 25/01/2017

अ. क्रं. 995 वर दि.25-01-2017

रोजी 11:25 म.पू. वा. हजर केला.

सादरकरणाराचे नावः **श्री.सुरेश मधुकर पाटकर - -**

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

₹. 320.00

पृष्टांची संख्या: 16

uns

दस्त हजर करणाऱ्याची सही:

एकुण: 420.00

क आ ज 3330**/२०१७** 969/५१९

Joint Sub Registrar Thane 3

Joint Sub Registrar Thane 3

दस्ताचा प्रक्रारः कुलमुखत्यारपत्र

मुद्रांक शुल्कः (48-अ) जेव्हा एकाच संव्यवहाराच्या सहस्रात एका किन्ना अधिक दस्तऐवजांची नोंदणी करण्याऱ्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा असिल दस्तऐवजां किंपादिस् कियाचे कबूल करण्यासाठी केला असेल

नेट्डा

शिक्का क्रं. 1 25 / 01 / 2017 11 : 20 :

AM ची वेळ (सादरीकर)

शिक्का कं. 2 25 / 01 / 2017 11 : 22 : 35 AM ची किका

- प्रतिज्ञा पत्र-

गरा दस्तारेवज नोदणी कायदा १९०८ नियम १९६१ डितेर्जतं तरतुदीनुसार नोदणीस दाखल केला आहे. दरतासभीस संपूर्ण मजकुर निष्पादक व्यक्ती, साभीदार व शोषत जोतने समाधार दस्तावी सताता कारादेशीर दारी साठी लाहीं कियादक व्यक्ती संपूर्णण जावादी संपूर्णण जावादार आहेत. सडेद स्वर स्रतांतरण दस्तांयुळे राज्यशासन / केंद्रशासन यांच्या कोणताही कायदा / नियम /परिपत्रक

ांचे उद्याधन होत नाही.

प्राण) भार जहन धेणार सही

लिह्न दणार सही

25/01/2017 11 30:18 AM

दस्त गोषवारा भाग-2

टनन3 94196

दस्त कमांक:995/2017

दस्त क्रमांक :टनन3/995/2017 दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नावःश्रीःसुरेश मधुकर पाटकर - पत्ताः604, 6, द अफेयर्स प्लॉट नं ९ पाम बीच रोड
सेक्टर १७ सानपाडा नवी मुंबई -४००७०५ , 17,
सानपाडा, सानपाडा, MAHARASHTRA, THANE.
Non-Government.
पॅन नंबर:AAGPP1102Q

2 नाव:श्री.अश्विन सुरेश पाटकर - -पत्ता:604, 6, द अफेयर्स प्लॉट नं ९ पाम बीच रोड सेक्टर १७ सानपाडा नवी मुंबई -४००७०५ , 17, सानपाडा, सानपाडा, MAHARASHTRA, THANE, Non-Government पॅन नंबर:AOYPP5990A

3 नावःश्री.सुमित पी राणे - - . पत्ताःप्लॉट नं: 14, माळा नं: 1, इमारतीचे नावः १/डी/१४ सुयश सोसायटी सेक्टर १० कोपरखैरणे नवी मुंबई -४००७०९, ब्लॉक नं: 10, रोड नं: कोपरखैराणे, महाराष्ट्र, ठाणे पक्षकाराचा प्रकार कुलमुखत्यार देणार वय :-59 स्वाक्षरी:-)

छायाचित्र

अंगठ्याचा ठसा



कुलमुखत्यार देणार वय :-29 स्वाक्षरी:-







पॉवर ऑफ़ अटॉर्नी होल्डर वय:-31 स्वाक्षरी:-





वरील दस्तऐवज करून देणार तथाकथीत पुराजुखत्यारेपत्र चा दस्त ऐवज करून दिल्याचे कहुल करतात. शिक्का क्र.3 ची वेळ:25 7 01 4 2017 11 : 237: 56.4M

ओळख:-

अनु

क्र.

खालील इसम असे निवेदीन किर्तार्स की

पॅन नंबर:AHJPR1987K

देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

1 नाव:गणेश मुजगे

पक्षकाराचे नाव

पत्ताःसेक्टर 19 वाशी नहीं भुंबई

पिन कोड:400709

2 नाव:अश्रू बदाले -वय:27

पत्ता:आशियाना सेक्टर के वारी

्र स्वाक्षरी

स्वाक्षरी

छायाचित्र

अंगठ्याचा ठसा











995 /2017

शिक्का क्र.4 ची वेळ:25 / 01 / 2017 11 : 24 : 34 AM

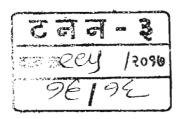
शिक्का क्र.5 ची वेळ:25 / 01 / 2047 11 : 24 : 50 AM नोंदणी प्स्तक 4 मध्ये

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Joint Sub Revisirar Thane 3

Know Your Rights as Registrants

- 1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
- 2. Get print immediately after registration.



प्रमाणित करण्यात येते की सदर दस्तार एकूण.....पाने आहेत

सह दुरयम निबधक, ठाणे-३ (वर्ग-२)

पुस्तक क्र. १ क्रमाक Rey

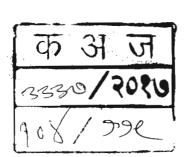
सह दुय्यम निबंधक उणि—३ (वर्ग-२) देनाक था माहे े सन 2090

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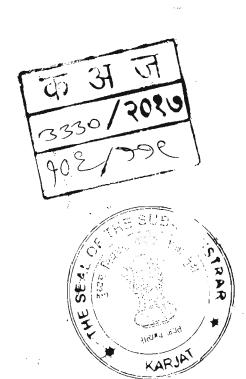


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CUALLANING.	Taux A	pplicable Assess	nant
CHALLAN NO.	(0021) INCOME-TAX (OTHER THAN	pplicable Assessr (0020) INCOME-TAX ON	nent
ITNS 280	COMPANIES)	COMPANIES(CORPORATION TAX) 2018-19	
PAN: AA	BPR3846A		
	NGEETA PRAKASH RUIA		
	40000 23062017 AOYPP5990A AE1841335 A	ANDHERI WEST MUMBAI MAHARASHTRA-400053	
Tel. No. : 0			
monet.		Payment	
(100) ADVANO		(106) PROFITS OF DOMESTIC COMPANIES	
	SSESSMENT TAX I DISTRIBUTED INCOME TO UNIT	(102) SURTAX	
HOLDERS	DISTRIBUTED INCOME TO UNIT	(400) TAX ON REGULAR ASSESSMENT	
(800) TDS ON	SALE OF PROPERTY	ı	
	Details of Payment	FOR USE IN RECEIVING BANK	
	Amount (in Rs. only)	Debit to A/c / Cheque credited on	
Income Tax:	59,400.00	23/06/2017 (dd/MM/yyyy)	
Surcharge:	0.00	Payment Status : Success	
Education Cess:	0.00	Bank Reference No.: 1236621597	
Interest: Penalty:	0.00 0.00	SPACE FOR BANK SEAL	
Others:	0.00	ICICI Bank Uttam Nagar, New Delhi	
Fee:	0.00	CIN	
Total:	59,400.00	BSR Code: 6390340	
Total (in we	•	Tender Date: 230617	
Crores Lakhs	Thousands Hundreds Tens Units	Challan Serial No. : 52214	
Zero Zero	Fifty Nine Four Zero Zero		
Debit to A/c:	102801502427		
Date:	23/06/2017	Rs: 59,400.00	
Drawn on:	Internet Banking Payment through ICICI Bank		
	Taxpayers Counterfoil	Payment Status : Success	
PAN:	AABPR3846A	Bank Reference No. : 1236621597	
Received From:	SANGEETA PRAKASH RUIA	SPACE FOR BANK SEAL	
Paid in Cash / Debi	it to 102801502427	ICICI Bank	
For Rs. :	59.400.00	Uttam Nagar, New Delhi	
Rs (in words) :	Rupees Fifty Nine Thousand Four	CIN	
its (iii words) .	Hundred and Zero paise only	BSR Code: 6390340 Tender Date: 230617	
Drawn On :	Internet Banking Payment through ICICI Bank	Challan Serial No.: 52214	
On Account of :	(0021) INCOME AX OTHER THAN COMPANIES)		
Type of Payment :	•	Rs: 59,400.00	
For the Assessmen Year :	nt 2018-19		



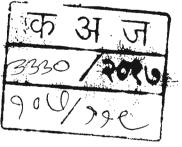


Form 26QB

Your E-tax Acknowledgement Number is AE1841335

- The Acknowledgement No. generated will be valid only if the taxpayer makes a payment at Bank's site. Taxpayers are advised to save above Acknowledgement No. for downloading Form 16B from TRACES website.
- As communicated by Income Tax Department, TDS certificate (Form 16B) will be available for download from the TRACES website after atleast 2 days of deposit of tax amount at the respective Bank.
- The TDS amount as per Form 26QB should be entered in the field 'Basic Tax' (Income Tax) on the Bank's web-portal as TDS certificate (Form 16B) will be based on 'Basic Tax' (Income Tax) only.
- If Date of deduction is greater than Date of Payment/Credit, the same may result in Demand Notice for late deduction.
- If Date of deduction is less than Date of Payment/Credit, the same may result in Demand Notice for late deduction.
- If Date of furnishing Form 26QB is beyond prescribed due date, the same may attract late filing fee u/s 234E.

Tax Applicable	0021	Assessment Year	2018-19
Minor Head Code	800	Financial Year	2017-18
Permanent Account No. (PAN) of Transferee(Payer/Buyer)	AABPR3846A	Permanent Account No. (PAN) of Transferor (Payee/Seller)	AOYPP5990A
Full Name of the Transferee	SANGEETA PRAKASH RUIA	Full Name of the Transferor	ASHWYN SURESH PATKAR
Category of Transferee on the basis of PAN	Indiviual	Category of Transferor on the basis of PAN	Indiviual
Status of PAN as per ITD PAN Master	Active PAN	Status of PAN as per ITD PAN Master	Active PAN





l of 3

6/23/17, 10:05 PM

Complete Address of the Property Transferee-

Name of

premises/Building/ WINDERMERE

Village

Flat/Door/Block

No.

91, 2 A

Road/Street/Lane

OFF NEW LINK

ROAD

City/District

ANDHERI WEST

MUMBAI

State

MAHARASHTRA

Pin Code

400053

Email ID

ruiaprakash@gmail.com

Mobile No.

9820088211

Complete Address of the Property Transferor

Name of

premises/Building/

604 THE AFFAIRES

Village

Flat/Door/Block No.

PLOT NO 09 SECTOR 17

Road/Street/Lane

SANPADA

City/District

NAVI MUMBAI

State

MAHARASHTRA

Pin Code

400705

Email ID

patkonlife@gmail.com

Mobile No.

9820055698

Date of

Agreement/Booking

Date of Payment/Credit 23/06/2017

Date of Tax Deduction 23/06/2017

23/06/2017

Whether more than one

Transferee/Buyer

Whether more than one

Transferor/Seller

Payment Type

Lumpsum

Yes

Complete Address of the Property Transferred

Type of Property

Building

Name of

premises/Building/

BUNGLOW NO 36,

Village

ESHAANYA

SURVEY NO 88A,DHAMNI

Road/Street/Lane

Flat/Door/Block No.

KARJAT,

City/District

RAIGAD

State

MAHARASHTRA

Pin Code

410201

-Tax Deposit Details-

Rate (in %)

Total Amount

Paid/Credited

5940000

59400

TDS Amount to be

paid

Interest

0

Fee

0

Total payment

59400,00 Fifty Nine Thousand

Value in words

Four Hundred

Rupees and paise

Total Value of Consideration (Property Value) 5940000

Mode of Payment

Bank Name

Online (Net-Banking)

ICICI Bank

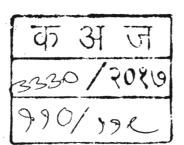
2 of 3

6/23/17, 10:05 PN



CHALLAN NO.	D Tax Applicable					Assessment		
/TNS ITNS 280 (0021) INCOME-TAX (OTHER THAN COMPANIES)		(0020) INCOME-TAX ON COMPANIES (CORPORATION TAX)		Year 2018-19				
PAN:	AABPR38	346A						
Full Name :	SANGEE	TA PR	AKASH RUIA	١				
	3960000	23062	017 AAGPP1	102Q AE1	841173 A	NDHERI MUMBAI WES	T MAHARASHTRA-4000	53
Tel. No. :	Tel. No. : 0							
					Type of F	Payment		
(100) ADV	ANCE TA	X					F DOMESTIC COMPANI	ES
(300) SEL	F ASSESS	MENT	TAX			(102) SURTAX		
(107) TAX HOLDERS		RIBUT	ED INCOME	TO UNIT		(400) TAX ON REGULAR ASSESSMENT		
(800) TDS	ON SALE	OF P	ROPERTY					
	Deta	alls of	Payment			FOR US	E IN RECEIVING BANK	(
			Amount (in	Rs. only)		Debit to	A/c / Cheque credited o	on
Income Tax:		39,600	0.00			23/0	6/2017 (dd/MM/yyyy)	
Surcharge:		0.00				Payment Status :	Success	
Education Cess:	;	0.00				Bank Reference No. :	1236612821	
Interest:		0.00			ļ	SPA	CE FOR BANK SEAL	
Penalty:		0.00					ICICI Bank	
Others:		0.00				Utta	am Nagar, New Delhi	
Fee:		0.00					CIN	
Total:		39,60	0.00			BSR Code :	6390340	•
1	Total (in words):		Tender Date: 230617					
Crores Lakhs			Hundreds	Tens	Units	Challan Serial No. :	52202	
Zero Zero	Thirty		Six	Zero	Zero			
Debit to A/c: Date:		23/06	01502427			Rs:	39,600.00	
Date.			iet Banking P	aument the	rough			
Drawn on:		ICICI			ougn			
	Тахр	ayers	Counterfoil			Payment Status :	Success	
PAN:		AABP	R3846A			Bank Reference No. :	1236612821	
Received From: SANGEETA PRAKASH RUIA		SPACE FOR BANK SEAL						
Paid In Cash / A/c / Cheque N		10280	01502427			1 111	ICICI Bank am Nagar, New Delhi	
For Rs. :		39,60	00.00				CIN	
Rs (in words): Rupees Thirty Nine Thousand Six Hundred and Zero paise only		BSR Code :	6390340					
Drawn On : Internet Banking Payment through ICICI Bank		Tender Date : Challan Serial No. :	230617 52202					
On Account of : (0021) INCOME-TAX (OTHER THAN COMPANIES)								
Type of Payme	ent:	(800)	TDS ON SA	LE OF PR	OPERTY	Rs:	39,600.00	
For the Assess	sment	2018	-19					







Form 26QB

Your E-tax Acknowledgement Number is AE1841173

- The Acknowledgement No. generated will be valid only if the taxpayer makes a payment at Bank's site. Taxpayers are advised to save above Acknowledgement No. for downloading Form 16B from TRACES website.
- As communicated by Income Tax Department, TDS certificate (Form 16B) will be available for download from the TRACES website after at least 2 days of deposit of tax amount at the respective
- The TDS amount as per Form 26QB should be entered in the field 'Basic Tax' (Income Tax) on the Bank's web-portal as TDS certificate (Form 16B) will be based on 'Basic Tax' (Income Tax) only.
- If Date of deduction is greater than Date of Payment/Credit, the same may result in Demand Notice for late deduction.
- If Date of deduction is less than Date of Payment/Credit, the same may result in Demand Notice for
- If Date of furnishing Form 26QB is beyond prescribed due date, the same may attract late filing fee u/s 234E.

- }		,		
Contraction.	Tax Applicable	0021	Assessment Year	2018-19
a contract	Minor Head Code	800	Financial Year	2017-18
And the Control of the Local	Permanent Account No. (PAN) of Transferee(Payer/Buyer)	AABPR3846A	Permanent Account No. (PAN) of Transferor (Payee/Seller)	AAGPP1102Q
	Full Name of the Transferee	SANGEETA PRAKASH RUIA	Full Name of the Transferor	SURESH MADHUKAR PATKAR
	Category of Transferee on the basis of PAN	Indiviual	Category of Transferor on the basis of PAN .	Indiviual
	Status of PAN as per ITD PAN Master	Active PAN	Status of PAN as per ITD PAN Master	Active PAN

Complete Address of the Property Transferee-Complete Address of the Property Transferor-Name of Name premises/Building/ WINDERMERE, THE AFFAIRES premi Village Flat/Door/Block No. 91, 2 A NO 9 SECTOR OFF NEW LINK Road/Street/Lane ROAD ANDHERI MUMBAI City? 'I MUMBAI City/District WEST State MAHARASHTRA State MAHARASHTRA Pin Code 400705

THE SU

KARJAT

· SEA https://onlineservices.tin.egov-nsdl.com/etaxnew/ConfirmDetailsServlet?rKey=-15611286

~	Email ID	400053 ruiaprakash@gmail.com 9820088211	Email ID Mobile No.	patkonlife@gmail.com 9820055698	-
	Date of Agreement/Booking	23/06/2017	Whether more than one Transferee/Buyer	Yes	
	Date of Payment/Credit	23/06/2017	Whether more than one Transferor/Seller	Yes	
	Date of Tax Deduction	23/06/2017	Payment Type	Lumpsum	

			The same of the sa
-Complete Address of th	ne Property Transferred	Tax Deposit Details	
Type of Property	Building	Rate (in %)	1
Name of premises/Building/	BUNGLOW NO 36	Total Amount Paid/Credited	3960000
Village		TDS Amount to be paid	39600
Flat/Door/Block No.	ESHAANYA,	Interest	0
	SURVEY NO 88A	Fee	0
Road/Street/Lane	DHAMNI	Total payment	39600.00
City/District	KARJAT,RAIGAD		Thirty Nine Thousand
State	MAHARASHTRA	Value in words	Six Hundred Rupees
Pin Code	410201		and paise

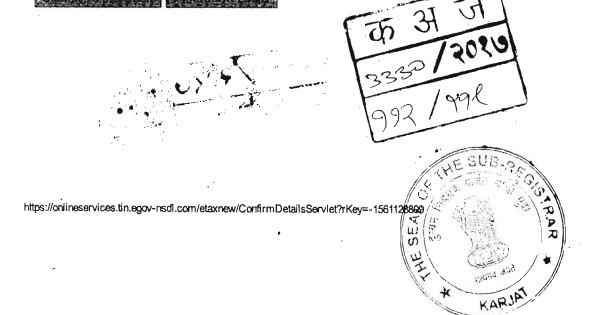
Total Value of Consideration (Property Value) 3960000

Mode of Payment Online (Net-Banking)

Bank Name ICICI Bank

If the above is correct, then click on "Submit to the bank" Note:

- Provision to Enter Amount Value is also given in the Bank's Site.
- Challan Tender Date will be the date of deposit/ date on which taxpayer has deposited challan in Bank
- This Acknowledgment is only for the information regarding TDS on Sale of Property submitted to Tax Information Network (TIN). This cannot be construed as proof of payment of taxes.



स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAGPP1102Q



नाम /NAME SURESH MADHUKAR PATKAR

पिता का नाम /FATHER'S NAME MADHUKAR NARAYAN PATKAR

जन्म तिथि /DATE OF BIRTH

हरताक्षर /SIGNATURE

FROY ...

आयकर आयुक्त (कम्प्यूटर केन्द्र)

Commissioner of Income-tax (Computer Operations)

आयकर विभाग INCOME TAX DEPARTMENT

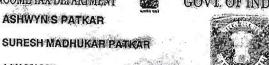
ASHWYN'S PATKAR

Permanent Account Numbe AOYPP5990A

11/12/1987



भारत संस्कार GOVT OF INDIA





खाई लेखा चंद्या /PERMANENT ACCOUNT NUMBER AABPR3846A



TIP NAME SANGEETA PRAKASH RUIA

पता का पाप FATHER'S NAME RAMPRAKASH JAIPURIA

जन्म विधि /DATE OF BIRTH 07-06-1965

THE PROPERTY ISIGNATURE

आयकर निदेशक (पद्मति) DIRECTOR OF INCOME TAX (SYSTEMS)

puis

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER





AABPR3437K

HTH /NAME PRAKASH RAMGOPAL RUIA

पिंता का नाग /FATHER'S NAME RAMGOPAL NATHMAL RUIA

जन्म तिथि /DATE OF BIRTH

01-01-1962

हस्ताक्षर /SIGNATURE

आयकर निवेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)







क अ ज १९४/१९१७

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भारत सरकार GOVERNMENT OF INDIA



राजेश बंदू देशमुख Rajesh Bandu Deshmukh जन्म वर्ष / Year of Birth : 1975 पुरुष / Male



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आधार - सामान्य माणसाचा अधिकार

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भारतीयः विशिष्ट-ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address: Indraprasiha Apart, वी-विंग, फडके होस्पिटल अवळ, कोतचुल Block No-007, B-Wing, Near नगर, कर्जत, रायगढ, महाराष्ट्र, 410201 Phadake Hospital, Kotwal Nagar, Karjat, Karjat, Raigarh, Maharashtra, 410201



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भारत जरकार Government of India

चंद्रकांत नामदेव त्यङ्के Chandrakant Namdev Ladake जल्म तारीख / DOB : 15/06/1975 पुरुष / Male



6989 4379 6006

आधार - सामान्य माणसाचा अधिकार

C. nr sulake



भारतीय विशिष्ट ओळड प्राधिकरण Unique Identification Authority of India

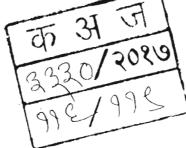
नत्ता मेचकरवाडी, पंठ, आंबितळी, रायगडे, कर्जत, नहाराष्ट्र, 410201 Address: Mechakarvadi, Peth, Ambivali, Raigarh, Karjat, Maharashtra, 410201

6989 4379 6006





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90/3330

बुधवार,28 जून 2017 3:21 म.नं.

दस्त गोषवारा भाग-1

दस्त क्रमांक: कजर /3330/2017

बाजार मुल्य: रु. 94,95,000/-

मोबदला: रु. 99,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,96,000/-

दु. नि. सह. दु. नि. कजर यांचे कार्यालयात

अ. क्रं. 3330 वर दि.28-06-2017

रोजी 3:07 म.नं. वा. हजर केला.

पावती:5453

पावती दिनांक: 28/06/2017

सादरकरणाराचे नाव: संगीता प्रकाश रुईया - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2400.00

पृष्टांची संख्या: 120

एकुण: 32400.00

Sub Re

दस्त हजर करणाऱ्याची सही:

Sub Registrar Karjat

दस्ताचा प्रक्रार्र: करारनामा

मुद्रांक शुल्कः (तीन) कोणत्याही ग्रामपंचायतीच्या हद्दीतील क्षेत्रात किंवा उप-खंड (दोन) मध्ये नमूद न करण्यात आलेल्या अशा कोणत्याही क्षेत्रात.

शिक्का क्रं. 1 28 / 06 / 2017 03 : 07 : 05 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 28 / 06 / 2017 03 : 08 : 35 PM ची वेळ: (फी)

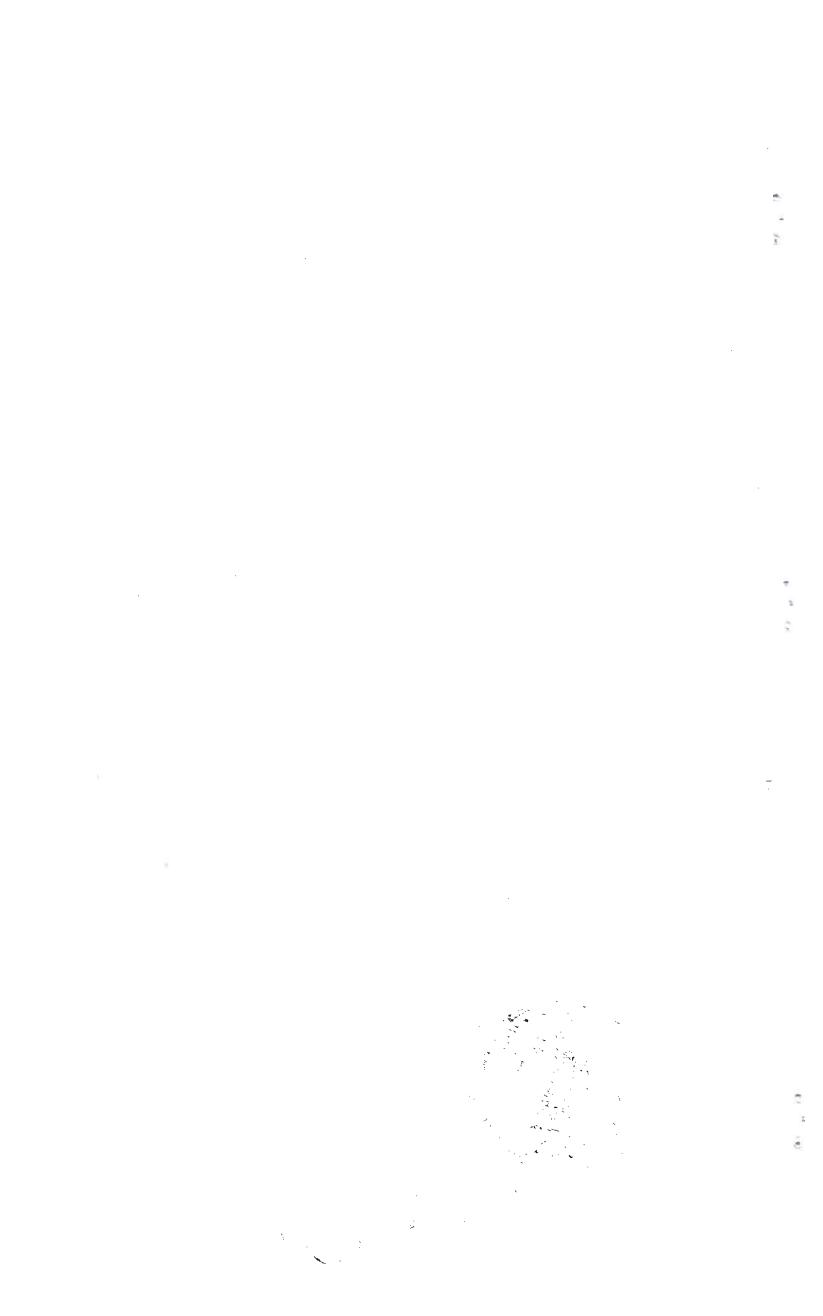
दस्तऐवजासोबत जोडलेली कागदपत्रे कुलमुखत्यार पत्र व्यक्ती इत्यादी बनावट आढळून आल्यास यांची संपूर्ण

जबाबदारी निष्पदकांची राहील

तिहन देणार

लिह्न घेणार

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28/06/2017 3 20:52 PM

दस्त गोषवारा भाग-2

दस्त क्रमांक:3330/2017

दस्त क्रमांक :कजर/3330/2017 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता अनुक्र.

> नाव:सुरेश मधुकर पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - -पत्ताःप्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पॅन नंबर:AAGPP1102Q

> नाव:अश्विन सुरेश पाटकर यांचे तर्फे कबुली 2 जबाबाकरीता म्हणून सुमित पी राणे - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पॅन नंबर:AOYPP5990A

> नाव:डेव्हलपर्स - सुरेश मधुकर पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - -पत्ताःप्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पॅन नंबर:AAGPP1102Q

> नाव:डेव्हलपर्स - अश्विन सुरेश पाटकर यांचे तर्फे कबुली जबाबाकरीता म्हणून सुमित पी राणे - -पत्ताःप्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ऑफिस पत्ता -604 एफफेर्स प्लॉट नंबर 9 पाम बीच रोड सेक्टर 17 सानपाडा नवी मुंबई,, महाराष्ट्र, ठाणे. पॅन नंबर:AOYPP5990A

5 नाव:संगीता प्रकाश रुईया - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा-सदनिका नंबर 91 नववा मजला 2 ए विंडेमेरे,न्यू लिंक रोड समोर,शांतीवन म्हाडा जवळ,अंधेरी वेस्ट मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AABPR3846A

6 नाव:प्रकाश रामगोपाळ रुईया - -पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा-सदिनिका नंबर 91 नववा मजला 2 ए∧ स्वस्थरी विंडेर्मेरे,न्यू लिंक रोड समोर,शांतीवन म्हाडा/ जवळ,अंधेरी वेस्ट मुंबई, महाराष्ट्र, मुम्बई. 🏒 WCA

पक्षकाराचा प्रकार

लिहून देणार वय:-31 स्वाक्षरी:-



लिहून देणार वय :-31 स्वाक्षरी:-



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लिहुन घेणार वय:-52 स्वाक्षरी:-



लिहून घेणार वय :-54



छायाचित्र

























वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची बेळ:28 (कि है) : 16:02 PM

ओळख:-खालील

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तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

पॅन नंबर:AABPR3437K

पिन कोड:410201

RBDeshmulen

छायाचित्र

अंगठ्याचा ठसा





स्वाक्षरी

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वय:37 पत्ता:रा कर्जत ता कर्जत जि रायगड पिन कोड:410201

C ns. Junta

स्वाक्षरी





शिक्का क्र.4 ची वेळ: 28 / 06 / 2017 03: 16: 46 PM

शिक्का क्र.5 ची वेळ:28 / 06 / 2017 03 : 17 : 07 PM नोंदणी पुस्तक 1 मध्ये

Sub Registral Karjat

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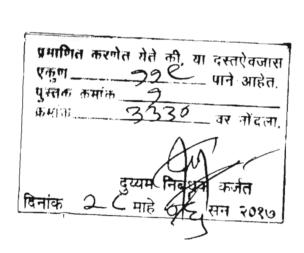
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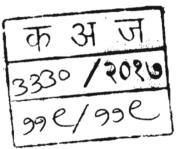
3330 /2017

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