

234

AGREEMENT FOR SALE

ACCORD CASTLE

AT SHANTIVAN, OPP. SILVER PARK,
JAMUNA NAGAR, MIRA BHAYANDAR ROAD,
MIRA ROAD (EAST).

FLAT / SHOP NO. 301 ON Third FLOOR,
IN A WING, BLDG. NO. _____

M/S./MR./MRS. Sayra I. Khan



BUILDERS

SAVALIYA REALTORS PVT.LTD.

JAMUNA NAGAR

BUILDERS & PROPERTY DEVELOPERS

S/2, Krishna Bhakti Apt.,
Opp. Ritu Enclave, Off. Mira-Bhy. Road,
Mira Road (E) 401 107.



दस्तावेजक्रमांक व वर्ष: 8255/2005

Friday, December 09, 2005

12:37:07 PM

दुय्यम निबंधक: टाणे 4

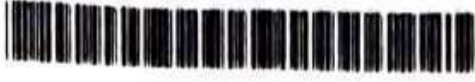
पृष्ठ 03

Page 03 of 8

सूची क्र. दोन INDEX NO. II

गावाचे नाव : नवघर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) करारनामा
मोबदला रु. 562,041.00
बा.भा. रु. 562,041.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 138/5 वर्णन: गौजे नवघर व्ही वॉर्ड, सदनिका क्र. 301/ए, 3रा मजला, अँकॉर्ड कॅस्टल, जमुना नगर, मीरा रोड पू.
- (3) क्षेत्रफळ (1) 54.92
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. सावलीया शेल्टर्स प्रा.लि. चे डायरेक्टर रोशन मालू यांच्या तर्फे कु.मु. केतन - मोरे; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: मिलन प्लाझा; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: भाईदर प.; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) सायरा आय. खान; घर/प्लॉट नं: 301/ए; गल्ली/रस्ता: -; ईमारतीचे नाव: अँकॉर्ड कॅस्टल; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: मीरा रोड पू.; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 08/12/2005
- (8) नोंदणीचा 09/12/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 8255 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 11875.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 5630.00
- (12) शेरा



Friday, December 09, 2005

12:35:38 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 8254

दिनांक 09/12/2005

गावाचे नाव नवघर

दस्तऐवजाचा अनुक्रमांक टनन4 - 08255 - 2005

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव: सायरा आय. खान

नोंदणी फी	: -	5630.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (86) अतिरीक्त मुद्रांक शुल्क	: -	1720.00
	: -	1875.00
एकूण	रु.	9225.00

आपणास हा दस्त अंदाजे 12:50PM ह्या वेळेस मिळेल

सह. दुय्यम निबंधक
ठाणे 4
ठाणे. क्र. ४

बाजार मुल्य: 562041 रु. मोबदला: 562041 रु.

भरलेले मुद्रांक शुल्क: 10000 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 372389; रक्कम: 5630 रु.; दिनांक: 09/12/2005

सायरा खान

5000Rs.



विक्रीचे ठिकाण : श्री साईबाबा डेरॉक्स सेंटर
 कलेक्टर ऑफिस बंगलूर, तारीख: 11.6.4/87
 अनुक्रम नं. 25279
 नांव...
 हस्ते... श्रीवलीया रिमल्ल प्रांतिमिरीस
 दिनांक... 8 DEC 2005

Setha
 मुद्रांक लिपिक
 कोपराड कार्यालय, ठाणे

8 DEC 2005



AGREEMENT FOR SALE
AGREEMENT DATED

श्यामराखान

PURCHASED

टनन-४
 एका कार्ड 22/11/2005
 9/10E

2160

5000Rs.



Sehar
 मुद्रांक प्रमाणिका
 कोतवाह दार्यालय, ठाणे

विक्रीचे ठिकाण : श्री साईबाबा डोरॉक्स सेंटर
 कलेक्टर ऑफिस जवळ, ठाणे 1. 11/6.4/87

अनुक्रम नं. 25275 रुपये... 5000

नांव... सावित्रीया रिमोट प्रा. लि. धोरे

हस्ते... (17 6 2005)

दिनांक 8 DEC 2005

(सि. एस्. एस्. दुगाडे)

8 DEC 2005

AGREEMENT FOR SALE
 AGREEMENT DATED



सायरा खान

PURCHASER

टक्का-४
 22/11/2005
 2/58

MRS. S.S. DUGADE

Govt. Authorised Stamp Vendor L. No. 4 / 1987
Shop No. 21, Near Collector Office, Thane (W)

917

RECEIPT

RECEIVED with thanks a sum of Rs. 6,000/- (Rupees 6 हजार रुपये
) from the withinnamed Purchaser सायरा खान
through सायरा खान towards the amount of Non - Judicial
Stamp Paper / General stamp papers vide Serial No. 25274 to 75
dated 8/12/05

8 DEC 2005

[Signature]
MRS. S.S. DUGADE
Stamp Vendor

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mira Road, on this
8th day of Dec 2005.

BETWEEN

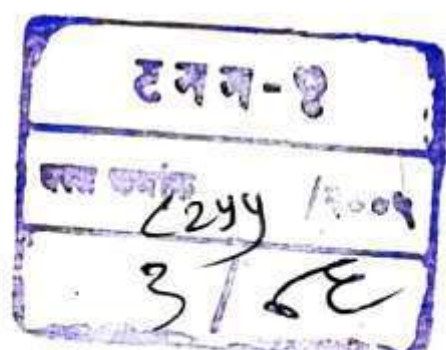
M/S. SAVALIYA REALTORS PVT. LTD. a Company incorporated under the Indian
Companies Act. having its office at S/2, Krishna Bhakti Apartment, Opp. Ritu
Enclave, Off. Mira Bhayandar Road, Mira Road (East)- 401 107, hereinafter
called and referred to as the "BUILDERS/PROMOTERS" (which expression
shall unless it be repugnant to the context or meaning thereof be deemed to
include the said company, its successors and assigns) of the **FIRST PART**

सायरा खान
SHRI/SMT/M/S..... SAURA AND Khan
.....
having address at.....
.....



hereinafter called "THE PURCHASER/S" (which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean and include
his/her/their respective heirs, executors, administrators, successors and
assigns) of the **SECOND PART**.

[Handwritten signature]



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सायरा खान

WHEREAS Shri Kamalakar Ragho Patil, Shri Chaya Kamalakar Patil, Ms. Reshma Kamalakar Patil, Kumar Kishor Kamalakar Patil, Ms. Pramila Kamalakar Patil, Kumar Rishikesh Kamalakar Patil, Shri Ganpat Ragho Patil, Kumar Manoj Ganpat Patil, Kumar Ramesh Ganpat Patil, Ms. Vanita Ganpat Patil, Shri Harishchandra Ragho Patil, Smt. Lata Harishchandra Patil, Ms. Devyani Harishchandra Patil, Kumar Nitin Harishchandra Patil, Ms. Madhuri Harishchandra Patil, Smt. Narmada Pandarinath Mhatre, Smt. Hemlata Vinayak Vare & Smt. Purnima Ramesh Patil were the owners of land bearing Old Survey No. 462, New Survey No. 138, Hissa No.5, admeasuring 6250 sq. meters, situate, lying and being at Village Navghar, Bhayandar Taluka & District Thane more particularly described in the First Schedule hereunder written (hereinafter referred to as the "said Entire Property").

AND WHEREAS by an Agreement, dated 27th April 1992 the said Shri Kamalakar Ragho Patil and others agreed to sell the said entire property, more particularly described in the First Schedule hereunder written, to Mr. Kadir Latif Thakur and Mr. Noormohammed Kaka Mahate at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement, dated 27th April 1992, the said Shri Kamalakar Ragho Patil and others had executed an Irrevocable General Power of Attorney in favour of Mr. Kadir Latif Thakur and Mr. Noormohammed Kaka Mahate, conferring upon them several powers inter alia power to sell the said entire property to the person or persons of their choice.

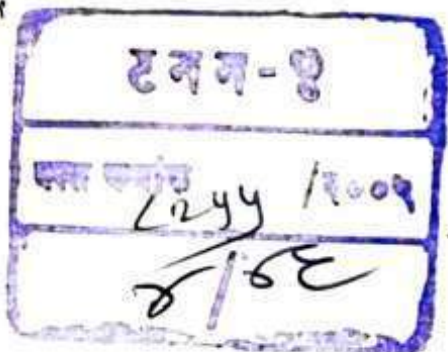
AND WHEREAS the said entire property was a subject matter of Bombay Tenancy and Agricultural Land Act, 1948 and as such, Sale and transfer of the said property was subject to the permissions to be issued by the collector u/s 43 of the Bombay Tenancy and Agricultural Land Act, 1948 and accordingly, the said Shri Kamalakar Ragho Patil and others had obtained Sale permission u/s 43 of the Bombay Tenancy and Agricultural Land Act, 1948 from the collector of Thane vide an Order No. TD/VI/TNC/SR-172/1994 Dated 6/10/1994.

AND WHEREAS the said Mr. Kadir Latiff Thakur and Mr. Noormohammed Kaka Mahate had formed a partnership in the name and style of M/s. Shalimar Builders vide a Deed of Partnership, dated 21/8/1992 registered in the office of Registrar of Partnership on 21st August, 1992.



AND WHEREAS the said Mr. Noormohammed Kaka Mahate retired from the said partnership firm of M/s. Shalimar Builders and on retirement of the said Mr. Noormohammed Kaka Mahate from the said partnership firm, the

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continuing partner namely Kadir Latiff Thakur had inducted Mr. Ifazur Rehman Abdul Hameed Ansari as one of the partners of the said firm vide a Deed of Retirement cum Partnership, dated 13/11/1992.

AND WHEREAS by a Deed of Retirement cum Partnership, dated 22nd November 1994m, Mr. Ifazur Rehman Abdul Hameed Ansari retired from the said partnership firm and by the said Deed of Retirement cum Partnership, dated 22nd November 1994, Mrs. Safiya Kadir Thakur, Ms. Shaheen Kadir Thakur and Ms. Rafat Kadir Thakur have been inducted as incoming partners of the said firm.

AND WHEREAS in the premises aforesaid, the said M/s. Shalimar Builders, being a Partnership firm of 1) Mr. Kadir Latif Thakur, (2) Mrs. Safiya Kadir Thakur (3) Ms. Shaheen Kadir Thakur and (4) Rafat Kadir Thakur have acquired the development rights of the said property.

AND WHEREAS the erstwhile Mira Bhayandar Municipal Council had sanctioned the plan of the building to be constructed on the said property vide a Development Permission No. NP/NR/2399/5744/94-95 dated 15/10/1994.

AND WHEREAS by an order No. ULC/TA/BHAYANDAR/SR-277, Dated 22nd June 1994, the Dy. Collector and the Competent Authority, Thane, under the Urban Land (ceiling and Regulation) Act. 1976 had granted permission u/s 8 (4) of the said act.

AND WHEREAS the Addl. Collector and the Competent Authority, Thane under the provisions of Urban Land (Ceiling and Regulation) Act. 1976 had granted permission to develop the said property vide an order No. ULC/TA/WSHS/20/SR-694, Dated : 5/9/1994.

AND WHEREAS the collector of Thane, by an Order No. Revenue / K-1/T-7/NAP/SR-248/94. Dated : 17-1-1995 granted N.A. permission in respect of the said property u/s 44 of the Maharashtra Land Revenue Code

AND WHEREAS by a Letter No.NP/NR/870/2005-06 Dated: 12/7/2005 Mira Bhayandar Municipal Council has issued a commencement Certificate in respect of the buildings to be constructed on the said property.

AND WHEREAS by an Agreement dated 17th March, 2005 the said M/s. Shalimar builders agreed to grant development rights of building No.A and B to be constructed in the layout of land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 5, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, more particularly described in the Second



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Schedule hereunder written, (hereinafter referred to as the "Said Building") to the Builders/Promoters herein at the price and on the terms and conditions therein contained.

AND WHEREAS in pursuance to the said Agreement dated 17th March 2005, the said M/s. Shalimar Builders had also executed a Power of Attorney in favour of the Promoters/Builders M/s. Savaliya Realtors Pvt. Ltd., herein, conferring upon them several powers inter-alia power to construct the said Buildings in the layout of the said property and also to sell the flats to the intending purchasers thereof.

AND WHEREAS in the premises aforesaid, the Builders herein are entitled to develop the said buildings, more particularly described in the Second Schedule hereunder written.

AND WHEREAS the documents executed by and between the parties thereto in respect of the said buildings as stated hereinabove are valid, legal, subsisting and same are in full force and effect.

AND WHEREAS the builders/Promoters have proposed to construct the said buildings in the layout of the said property, more particularly described in the Second Schedule hereunder written, to be known as "ACCORD CASTLE" (hereinafter referred to as the "SAID BUILDERS").

AND WHEREAS under the premises aforesaid, the Builders/Promoters alone have the sole and exclusive right to sell the Flats in the said buildings to be constructed by the Builders / Promoters in the layout of the said property and to enter into Agreement for sale with the Purchasers of the flats and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/s demanded from the Builders/Promoters and the Builders / Promoters have given inspection to the Purchaser/s have given inspection to the Purchaser/s of all the documents of title relating to the said property, the said orders and permissions granted by the authorities concerned, and the Agreements and Irrevocable General Power of Attorney by and between the parties thereto and also approved bung plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management and Transfer Act.) 1963 (hereinafter referred to as the said "Act") and the rules made thereunder.

AND WHEREAS the copies of Certificate of title to the said property issued by the Advocate of the Builders/ Promoters, copies of VI or VII and XII or any other relevant revenue record showing the nature of title of the Builders/

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Promoters to the said property and copies of the plans approved by the concerned authorities have been annexed hereto.

AND WHEREAS the Builders/Promoters have accordingly commenced construction of the said buildings in the said layout in accordance with the permission and orders granted by the authorities concerned.

AND WHEREAS the Purchaser/s applied to the Builders/Promoters for a allotment to the Purchaser/s Flat No.....A/301..... admeasuring 591 sq feet (Carpet) i.e. equivalent to 54.92 sq. meters on the 3rd floor in A wing of the Building No. known as "ACCORD CASTLE" in the complex known as "JAMUNA NAGAR", to the constructed by the Builders/Promoters in the layout of the said property, more particularly described in the Third Schedule written, (hereinafter referred to as the "Said Premises").

AND WHEREAS relying upon the said application, declaration and agreement, the Builders/Promoters agreed to sell to the Purchaser/s a Flat/ Shop at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS under section 4 of the said Act. Agreement for sale of the said Flat is required to be executed by the Builders/Promoters in favour of the Purchaser/s being in fact these presents and also to register these presents under the Registration Act. subject to the payment of requisite stampduty, registration fee and all incidental fees/charges, etc. by the purchaser/s to that effect.

NOW THIS AGREEMENT WITNESETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Builders/Promoters shall construct the said Buildings known as "ACCORD CASTLE" in the complex known as JAMUNA NAGAR in the layout of the said property in accordance with plans, designs, specifications approved by the local authorities which have been seen and approved by the local authority which have been seen and approved by the Purchaser/s with only such variations and modifications as the Builders/Promoters may consider necessary or as may be required by the concerned local authority for which the Purchaser/s hereby gives consent.

2. The Purchaser/s hereby agrees to purchase and the Builders/Promoters hereby agrees to sell Flat No.....A/301..... of an area admeasuring..... 591 sq. feet (Super Built-Up/Built-up/Carpet) equivalent to..... 54.92 sq. meters on the 3rd Floor, in A wing of the Building No..... known as "ACCORD CASTLE" in the complex known as "JAMUNA NAGAR" and more



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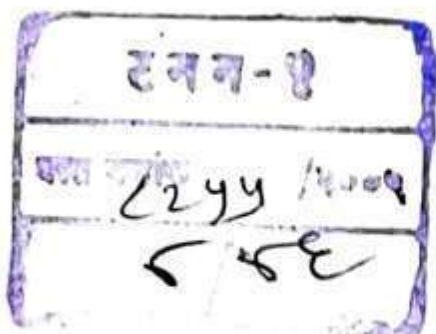
particularly described in the Third Schedule hereunder written, (hereinafter called "The said Premises").

3. The Purchaser/s shall pay to the Builders/Promoters a sum of Rs. 5,88,282/- (Rupees Five Lacs Eighty Eight Thousand Two Hundred Eighty Two only) as the purchase price in the respect of the said premises apart from other payments to be made by the Purchaser/s under this Agreement to the builders/Promoters. The Purchase price shall be paid by the Purchaser/s to the Builders/Promoters in the following manner :

- a) Rs. 1,00,000/- as Earnest Money on or before the execution of this Agreement.
- b) Rs...../- on completion of Plinth Work.
- c) Rs...../- on completion of the First Slab.
- d) Rs...../- on completion of the Second Slab. साथी साथी
- e) Rs...../- on completion of the Third Slab.
- f) Rs...../- on completion of the Fourth Slab.
- g) Rs...../- on completion of the Fifth Slab.
- h) Rs...../- on completion of the Sixth Slab.
- i) Rs...../- on completion of the Seventh Slab.
- j) Rs...../- on completion of the Eight Slab.
- k) Rs...../- on completion of the Brick Work.
- l) Rs...../- on completion of Internal Plastering Work.
- m) Rs...../- on completion of External Plastering Work.
- n) Rs...../- on completion of Flooring.
- o) Rs...../- on giving POSSESSION of the said premises.

4. IT IS HEREBY EXPRESSLY AGREED that the time for payment of each of the aforesaid installments of the purchase price shall be the essence of the contract. In the event of the Preacher/s making any default in payment of the installments of the purchase price, the Builders/Promoters will be entitled to terminate this Agreement and in the that event, the Builders/Promoters will refund to the Purchaser/s money paid by the Purchaser/s as purchase price till then without any interest thereon and the same shall be refunded by the Builders/Promoters to the Purchaser/s only after the said premises in s sold to another party by the Builders / Promoters and that too after the receipt of sale proceeds by the Builders/Promoters from such intending Purchaser/s of the said premises. Provided further that the Builders/Promoters shall be entitled

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to deduct outgoings in respect of the said premises and the loss or damages, if any, sustained by the Builders/Promoters on account of default committed by the Purchaser/s from the said amount to be refunded by the Builders to the Purchaser/s under these presents.

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5. Without prejudice to the above and the Builder's other rights under this agreement and/or in law the Purchaser/s shall be liable to pay to the Builder interest at the rate of 21% per annum on all amounts due under this Agreement if such amounts remain unpaid for seven days or more after becoming due.

6. The Builders / Promoters agree to give possession of the said premises to the Purchaser/s on or before the day of 200..... subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of God such as Earthquake, flood or any other natural calamities and act of enemy or other cause beyond the control of the Builders / Promoters. If however, the Builders / Promoters are not able to give possession of the said premises to the Purchaser/s owing to unavoidable circumstances, the Purchaser/s shall not be w entitled to claim any damages whatsoever.

7. Any addition and alteration in the said premises and/or in respect of the specifications and amenities by the Purchaser/s. If agreed by the Builders/Promoters, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Builders/Promoters.

8. Nothing contained in this Agreement, shall be construed so as to confer upon the Purchaser/s any rights title or interest of any kind whatsoever into or over the said property or building or any part thereof, save and except the said premises. Such conferment shall take place only on execution of conveyance in favour of such co-operative society which shall be formed by purchasers of different premises in the said building.

9. The Purchaser/s shall have no claim or right save and except in respect of the premises agreed to be purchased by him/her/them. All open spaces, lobbies, terrace, etc. will remain the property of the Builders/Promoters until the whole buildings are transferred to the co-operative society or Federation as hereinafter to the Co-Operative Society or federation as hereinafter mentioned but subject to the rights of the Builders/Promoters as hereinafter stated.

10. IT IS EXPRESSLY AGREED that the Builders/Promoters shall be entitled to sell the premise in the siad building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, for residential or for commercial user and/or for any other use as may be permitted by the local

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authority in that behalf and the Purchaser/s or his/her/their assignee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective purchasers thereof.

11. The Purchaser/s has informed the Builders/Promoters that he/she desires to use the said premises for residential purposes and/or any other purposes or user as may be permitted by the Builders/Promoters and the local authority from time to time. However, he Purchaser/s shall not change the use of the premises without prior written permission of the Builders / Promoters.

12. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the Builders/Promoters and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit and proper. In the event of the Builders/Promoters obtaining permission from the local authority for constructing any type of premises on the terrace, or the open spaces then the Builders / Promoters shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to be used by the purchasers of such premises constructed on the terrace with or without terrace to such person and on such terms as the Builders/Promoters may deem fit. The Builders/Promoters shall be entitled in that event of such premises constructed to be used by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed on the terrace. The society that may be formed by the Purchasers of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchasers of such premises constructed on the terrace. The Society that may be formed by the Purchaser/s of premises in the said building shall admit the Purchaser/s of such premises that may be constructed on the terrace or on the open spaces as its member and shall allot to such purchasers the premises that may have been constructed on the terrace along with the terrace. In the event of any water storage tank for the building being constructed on the terrace then the society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during such time and/or during such time as may be mutually agreed upon by the Purchaser/s of the premises on the terrace and the society.

13. The Builders/ Promoters have informed the Purchaser/s that there will be common access roads, passages, electric and telephone cables, water lines, drainages lines, Septic Tank and other common amenities in the layout of the property. The Builders/Promoters have further informed that all the maintenance charges of the aforesaid amenities will be common and the Purchaser/s alongwith other Purchasers in the Building shall share such charges and also

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maintenance charges proportionately. None of the Purchasers shall be entitled to object to the Builders/Promoters laying such pipelines, underground electric and telephone cable, water lines, drainage lines, sewage lines etc. passing through any of the property belonging to the Builders/Promoters. The Builders/Promoters also reserve the right of forming a Federation or an Apex Co-operative Housing Society or a Committee which may be allowed under the law for the time being in force of all the Societies for maintaining aforesaid common facilities such as underground electric and telephone cables, water lines, internal roads, sewage lines and all other common amenities passing through any of the property belonging to the Builders/Promoters.

14. The Builders/Promoters shall have a right until the execution of the Deed of Conveyance in favour of the proposed society to make additions or alteration or put up additional structures and stories on the said building which shall be the property of the Builders/Promoters and the Builders/Promoters will be entitled to dispose off the same in such manner as they deem fit and the Purchaser/s shall have no objection against the same. If any additional F.S.I. is available to the Builders/Promoters before the execution of the conveyance in favour of the proposed society, the Builders/Promoters shall be entitled to utilise the same by constructing additional floors on the said buildings and also to sell and dispose off the premises that may be constructed by utilising such additional F.S.I. irrespective of the fact that the premises and/or management of the said building has been handed over to or taken over by such co-operative society or Ad-hoc Committee or any other Body of such Purchasers.

15. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED THAT so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Builders/Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their rights, title or interest in the said property and/or in building to be constructed by the Builders / Promoters or any part thereof in accordance with the provisions of law for the time being in force.

16. IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES hereto that the Builders/Promoters shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to mortgage the said land and/or the entire construction work put up thereon or any part thereof and such mortgage created by the Builders/Promoters for obtaining construction loan shall have a priority over the right or charge in favour of the Purchaser/s for the payments made by the Purchaser/s hereunder.

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17. As soon as the Building is notified by the Builders/Promoters as complete such of the Purchasers of the premises (Including the Purchaser/s herein) shall pay the respective outstanding arrears of the price payable by them within 7 days of such notice served individually or to be put up in any prominent place in the said building. If the Purchaser/s fails to pay the said arrears inspite of the notice served as aforesaid, the Builders/Promoters will be entitled to terminate this agreement with the Purchaser/s and to refund to such Purchaser/s all the installments of purchase price paid by such Purchaser/s till then, but without interest thereon and after deducting therefrom the outgoing and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Builders/Promoters shall have disposed off such premises.

18. The Builders/Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement, have a first lien and charge on the said premises agreed to be purchased by the Purchaser/s. The Builders/Promoters shall execute or cause the owners of the said property to execute in favour of the Apex Body of the Co-operative Society to be formed by the Purchaser/s of the premises in the said layout a conveyance in respect of the property. If the Builders/Promoters created any encumbrances on the said property and/or the construction work thereon for obtaining construction loan in favour of any party or financial institution, the Builders/Promoters shall satisfy such mortgage or charge and clear the same on or before the execution of conveyance as aforesaid.

19. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same good condition, state and order in which it is delivered to him/her/them, and shall abide by all orders, bye-laws, rules and regulations of the Government, and any other authorities and the local Authority and shall attend or answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye-laws and shall observe and perform all term and conditions contained in this Agreement.

20. The Purchaser/s hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the essence of the contract. Further, the Builders/Promoters are not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due dates.

21. The Purchaser/s hereby covenants with the Builders/Promoters to pay amounts required to be paid by the Purchaser/s under this Agreement and to

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observe and perform the covenants and conditions contained in this Agreement and to keep the Builders/Promoters indemnified against the said payment and observance and performance of the said covenants and conditions.

22. The Purchaser/s hereby agrees and undertakes that the Purchaser/s shall become a member of the Co-operative Society in the manner hereinafter appearing AND ALSO from time to time sign and execute the application for the Registration and other papers and documents necessary for the incorporation and the registration of such society including the bye-laws of the proposed Society. No objection shall be raised for changes / additions made to the draft-bye-laws as may be required by the Registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safeguarding the Interest of the Building and other flat purchasers in the said building and failure to comply with the provisions of this clause will render this agreement ipso facto to come to an end.

23. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the state Government or any amount becoming payable by way of betterment charge or Development charges or any other payment of a similar nature in respect of the said property and/or the structure or structures to be constructed thereon and if paid by the Builders/Promoter, the same shall be reimbursed by the Purchaser/s to the Builders/Promoters in the proportion to the area of the said premises in the said building and/or in all other structures in the said property as the case may be determination of such proportionate charges by the Builders/Promoters shall be final.

24. a. The Purchaser/s hereby further agrees and bind himself/herself/ themselves to pay from the date of the delivery of the possessing of said premises. his/her/their proportionate share that may be determined by the Builders/Promoters from time to time as outgoings in respect of the property including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, tanker water charges, watchman and security service, sanitations, additions, and alternations, paintings, colour washing etc. and all other expenses incidental to the management of the property. Such payment shall be made by the Purchaser/s on or before 5th day of each and every calender month in advance whether demand thereof is made or not.

b) The Purchaser/s shall pay his/her/their proportionate share of the aforesaid taxes, charges and outgoings to the Builders/ Promoters until the Ad-hoc

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Committee constituted by the Purchasers of the Flats/Shops in the said building has been formed and the management of the said building and the common amenities has been handed over to such Ad-hoc Committee or the Co-Operative Society by the Builders/Promoters as the case may be. २११२१२१ २११२१

c) Until all the taxes and water charges are fixed and separately assessed the exact amount of outgoings is worked out, the Purchasers shall regularly pay to the Builders/Promoters the amount calculated by the Builders/Promoters for the outgoings. If the amount to recovered by the Builders/Promoters is more than the actual outgoings worked out for the premises purchased by the Purchasers the amount in excess shall be refunded to the Purchaser/s and if the amount so recovered is less than the actual amount worked out, the Purchaser/s shall immediately on demand pay to the Builders/Promoters the amount of the difference.

25. The Purchaser/s shall on demand or on or before delivery of possession of the said premises, keep deposited with the Builders/Promoters a sum of Rs...../- for legal charges, sharemoney, application fee, entrance fee and cost for formation and registration of the society and the Builders shall not be liable to render any accounts of the same and the Builders/Promoters shall be free to utilise the same for the purposes stated hereinabove.

26. The Purchaser/s shall not without the written permission of Builders/Promoters, let, Sub-let, sell, convey, charge or in any way encumber or deal with or dispose off his/her/their premises nor assign, underlet or part with his/her/their interest or benefit factor under this Agreement or any part thereof or in the said premises until the execution of the conveyance in favour of such co-operative society and till the Purchaser/s shall have paid to the Builders/Promoters all moneys payable to Builders/Promoters under this Agreement or otherwise. The co-operative Society so formed shall have no right to recognise any transfer without the prior written permission of the Builders/Promoters and shall submit to the Builders/Promoters a statement of the existing members at the end of every three month till the time the conveyance has been executed in favour of the society as stated herein.

27. The Purchaser/s shall permit the Builders/Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying checking and repairing cables, water lines, gutters, wires, structure and other conveniences or servicing to be used for the said building and also fro the purpose of maintenance, repairing and testing drainages, welding and electric wires and for similar purposes and also for the purpose of cutting off the supply of water to the premises or any

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other premises in the building in respect whereof the purchaser/s or the occupier of such of other premises, as the case may be, shall have committed default by not paying his/her/their share of the water tax and/or other outgoings and the electric charges and all other outgoings.

28. The Purchaser/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever nature in or to the said premises or any part thereof. the Purchaser/s shall keep the premises, walls, partition walls, sewers, drainages, pipes and appurtenances thereto in good and tenantable repair condition and in particular the said building including his/her/their premises. The Purchaser/s shall not close or cause to be closed the balconies or make or cause to be made any alterations in the elevations and outside colour scheme of the premises to be acquired by him/her/them.

29. After the possession of the premises is handed over to the Purchasers/ if any additions or alterations relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the Purchasers of premises in the said building jointly at their own costs and the Builders/Promoters shall not be liable for the same.

30. The Purchaser/s shall insure and keep insured the premises against loss or damage by fire or nay other calamities for the full value thereof.

31. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or nay part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building.

32. After the building is complete and ready and fit for occupation and after the society as aforesaid is registered and only after all the premises in the said building have been sold or disposed off by the Builders/Promoters and only after the Builders/Promoters have received all dues payable to them under the terms of this Agreement and also with various purchasers of premises, the Builders/Promoters shall execute a Conveyance in favour of the said society.

33. In the event of the Society being formed and registered before the sale and disposal by the Builders/Promoters of all the premises in the said building, the power and the authority of the society so formed or of the purchasers herein and other purchasers of the premises shall be subject to the overall power of the Builders/Promoters in any of the matters concerning the building, the construction and completion thereof and all amenities pertaining to the

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same and in particular, the Builders/Promoters shall absolute authority and control as regards the unsold premises and the disposal thereof irrespective of the fact that the purchasers of the different premises have formed a co-operative society, Adh-hoc Committee or any other body of the purchasers of the premises.

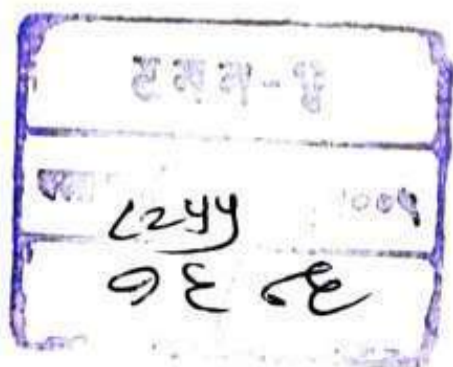
34. The Purchaser/s hereby agrees with the Builders/Promoters that the Co-operative Society that may be formed by the Purchasers of the Flat/Shop in the said building, also shall become the member of the intended Apex Co-Operative Society or the Federation of the Societies and if the same is not possible to be formed under the law for the time being in force each of the society in the said scheme shall nominate two persons to represent such Federation and a Committee shall be formed. Such Committee which is formed by the representative of each of the societies in the scheme shall be in charge of the maintenance of internal access roads, common recreation space, septic tank, garden, etc. and all other common amenities in the scheme and Apex Co-Operative Society, Committed or Federation is responsible for expenses in maintaining and reconstructing the internal access road and open recreation space and all the common amenities as needed from time to time. The Purchaser/s hereby consents to the formation of such Apex Co-Operative Society or Federation of the Societies or Committee to be formed by the Purchasers of the Flats/Shops in the said building and to become a member of such Apex Co-Operative Society or Federation or Committee and to pay from time to time such amounts of his/her/their contribution that may be payable to such body. The Purchaser/s further agrees and undertakes to contribute his/her/their proportionate share as may be fixed by such co-operative Society, federation or committee from time to time.

35. Any delay or indulgence by the Builders/Promoters in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s for any reason whatsoever shall not be construed as a waiver on the part of the Builders/Promoters of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights and remedies of the Builders/Promoters.

36. The letters, receipts and/or notices issued by the Builders/Promoters dispatched under certificate of posting to the address given by purchasers or pasted or the conspicuous part of the said building will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Builders/Promoters.

37. If the Purchasers/ neglects, omits or fails to pay for any reason whatsoever,

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to the Builders/Promoters any part of the amount due and payable to the Builders/Promoters under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession) within the time herein specified or if the purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Builders/Promoters shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall stand terminated. The Purchaser/s herein agrees that on the Builders/Promoters re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejection as a Trespasser.

38. The Builders/Promotes shall in that event refund the moneys without interest paid as purchase price by the Purchaser/s only after disposing off the premises to any other party. The Builders/Promoters shall be entitled to deduct from the purchase price becoming refundable to the Purchaser/s under this clause the loss or damage suffered by the Builders/Promoters and/or other purchasers of premises on account of the Purchaser/s committing breach of any of the terms and conditions herein.

39. The name of the society shall be decided by the Builders/Promoters and the Purchasers shall not be entitled to change such name in future at any time.

40. It is hereby agreed by and between the parties that till the date of getting water supply from the Mira-Bhayandar Municipal Corporation, the flat Purchaser/s in the proposed building on their own and at their own cost shall make alternative arrangement for water supply and to which the Builders/Promoters shall not be held responsible in any manner whatsoever.

41. It is hereby expressly agreed by and between the parties hereto that the Builders/Promoters shall be entitled to recover before the possession of the premises hereby agreed to be sold is given to the purchasers all the amounts of deposits paid by the Builders/Promoters to the various authorities which are non-refundable.

42. The Purchaser/s hereby agrees that even after the society is formed they shall not charge maintenance charges for the unsold premises to the Builders/Promoters.

43. The Purchaser/s hereby agrees that he shall not avail the T.V. Cables from any cable operator other than the cable operator approved by the Builders/

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Promoters and further agrees and undertakes that he/she shall not entertain any other T.V. cable operator in the said buildings.

44. The Purchaser/s also hereby agrees, confirm and place on record that the Builders/Promoters shall be entitled to allot stilts in the said buildings to the person or persons of their choice and shall also be entitled to take the consideration from such allottees of the said stilt area. Similarly, the Builders / Promoters shall also be entitled to sell the terrace abutting to the flats to the purchasers of such flats. Similarly, the Builders / Promoters shall also be entitled to allot car Parking space in the open area in the said complex to the person or persons of their choice. The Purchaser/s also hereby agrees and undertakes that he/she shall fix the grills to the said flat/shop as per the grill designed approved by the Builders/Promoters. The Purchaser/s also hereby place on record that he/she is aware of that the water connection to the said buildings as well as to the said flat will be provided by the Builders/Promoters in accordance with the rules and regulations adopted by the Mira Bhayandar Municipal Corporation.

45. The Purchaser/s also hereby agrees and undertakes that he/she shall become the member of the Ad-hoc Co-operative Housing Society of the purchasers of the premises in the said buildings till the date of formation and registration of the society under the provisions of Maharashtra Co-operative Societies Act and shall also agrees to adhere to all the rules and regulations to be formulated by such Ad-hoc Committee of the Co-operative Housing Society to be formed and registered by the Flat/Shop purchasers in the said buildings.

46. All costs, charges and expenses in connection with the formation of the cooperative Housing Society or Limited Company or Consortium as well as the costs, charges and expenses of preparing, engrossing, stamp duty and registering all the documents of transfer including Deed of Conveyance or any other writing or writings required to be executed by the Builders/Promoters in favour of the Apex Co-Operative Housing Society for conveying the lands together with buildings as well as the entire professional costs of the Advocate for Builders/Promoters in preparing and approving all such documents shall be borne and paid by the society or Limited Company or Consortium to be collected proportionately by all acquires of flats in the said building. The Builders/Promoters shall not contribute anything towards such costs, charges and expenses. The proportionate share of such costs, charges and expenses payable by the Purchasers shall be paid by the Purchasers to the builders/Promoters immediately on demand.

47. It is hereby agreed by and between the parties hereto that in case the Purchasers shall execute a separate Agreement with the Builders/Promoters

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in respect of the said additional amenities to be provided by the Builders/Promoters to the Purchaser/s and for the same the Purchaser/s shall pay to the Builders/Promoters extra amount for the extra amenities to be provided by the Builders/Promoters to the Purchaser/s in the said Flat. It is further agreed by and between the parties hereto that the said agreement for Additional Amenities to be executed by and between the parties hereto shall be treated as part and parcel of these presents for all purposes and intents.

48. The Purchaser/s hereby agrees and place on record that the Promoters shall be entitled to form either Federating of Societies of the buildings to be constructed by them or to form a Apex Co-Op. Hsg. Society of all the Buildings.

49. The Purchaser/s also hereby agrees and undertakes that he/she/they shall not object against the work of construction of the buildings by the Builders on their adjoining plot of lands.

50. The Purchaser/s also agrees and undertakes that after formation of society of the flat purchasers in the said buildings, he/she/they shall not taken any object to sell the unsold flats/shops in the said buildings by the Builders to the intending purchasers thereof and similarly, till the Builders sell the vacant and unsold flats/shops to the intending purchasers, neither the flat purchasers nor the society of the flat purchasers in the said building shall demand maintenance from the Builders/Promoters in respect of the said unsold flats/shops in the said buildings.

51. The registration of this Agreement is compulsory and mandatory under the Indian Registration Act. and also under the Maharashtra Ownership Flat Act. 1963 within 3 months from the date of execution hereof failing which the same attracts penalty. The Purchaser/s shall at his/her/their cost lodge this Agreement within 3 months from he date hereof for registration with sub-Registrar of Assurance at Thane and forthwith inform the Builders/Promoters, the seval number and the date under which the same is lodged to enable them to admit the execution of the same. The Purchaser/s shall pay stamp duty, Registration fee and other incidental expenses for registration of this Agreement.

52. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D. at his/her/their address given by him/her/them specified below:-

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53. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Maharashtra Ownership Flat (Regulation of the Promotion of the Construction etc.) Rules 1964 or any modifications orders and notifications issued by the competent authority under the Ownership Flats Act and for the time being in the force or any other provisions of law applicable thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Mira Road the day and year first hereinabove written.

THE FIRST SCHEDULE BEVY REFERRED TO :

ALL THESE pieces or parcels of land bearing Old Survey No. 462, New Survey No. 138, Hissa No.5, admeasuring 6250 sq. meters, situate, lying and and being at Village Navghar , Bhayandar Taluka and District Thane and in the Registration Distrct and Sub-District of Thane.

THE SECOND SCHEDULE ABOVE REFERRED TO

Building No. A & B to be constructed in the layout of the land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 5, situate, lying and being at Village Navghar, Bhayandar Taluka and District Thane and in the Registration and Sub-District of Thane.

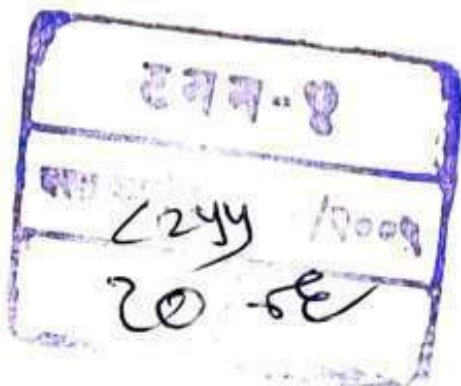
THE THIRD SCHEDULE ABOVE REFERRED TO:

A Flat bearing No. 301 admeasuring 591 sq. feet (Built-up/ Carpet) i.e. 54.92 sq. meters (Built-up/Carpet) on the 3rd floor in A Wing of the Building known as "ACCORD CASTLE" in the complex knownn as "JAMUNA NAGAR" to be constructed on the property described in the Secons Schedule hereinbefore written.

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SIGNED SEALED AND DELIVERED }

by the withinnamed "BUILDERS" }

M/S. SAVALIYA REALTORS PVT. LTD. }

Through its Director..... }

..... }

in the presence of }

M/S. SAVALIYA REALTORS PVT. LTD.

Rohit Mehta

Director

1. *[Signature]*

2.

SIGNED SEALED AND DELIVERED }

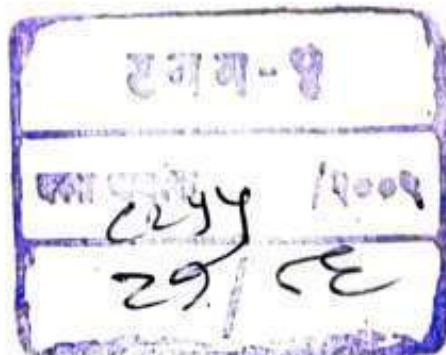
By the withinnamed "PURCHASERS" }

MR./MRS./MISS } X सायरा खान

Sayra Khan }

in the presence of }

2. *[Signature]*



RECEIPT

RECEIVED of and from the withinnamed Purchaser/s the Sum of
 Rs. 1,00,000/- (Rupees one lakh Rupees
 only) by
 way of part Payment / Full Sale consideration price hereinabove mentioned,
 by Cash on this day of 200..... by Cheque
 / DD Pay Order bearing No. 023145 dated 28/11/15 Drawn on
सिद्धार्थ एच 4142

Rs. 1,00,000/-

WE SAY RECEIVED
 FOR M/S. SAVALIYA REALTORS PVT. LTD.

Rohit Maloo
 (DIRECTOR)

WITNESS :-

- 1. [Signature]
- 2. [Signature]



AMENITIES & SPECIFICATION**DOOR**

- ✓ The main door will be Pannel door with sunmica finished. The bedroom will have a Pannel door with oil paint finishing.
- ✓ The WC & Bath will have a Pannel door.

WINDOWS

- ✓ Aluminium sliding windows.
- ✓ The windows in the Bath & WC will have M.S. Bar.

FLOORING

- ✓ Mosaic Tiles Flooring in Living Room, Bedroom & kitchen

KITCHEN

- ✓ Polished Kadappa Kitchen platform.

BATHROOM

- ✓ Kota Stone flooring in bath.
- ✓ Ceramic Tiles in bath upto 3' height.

W.C.

- ✓ Orissa pan in W.C.

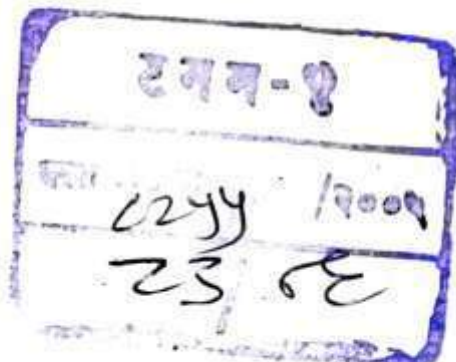
PLUMBING

- ✓ Open Plumbing work with standard C.P. Fittings.

ELECTRIFICATION

- ✓ All electrical points of Copper wiring with standard Accessories.

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THIS AGREEMENT made at Mira Road this 8th day of Dec 2015.

BETWEEN

M/S. SAVALIYA REALTORS PVT. LTD. a Company incorporated under the Indian Companies Act. having its office at S/2, Krishna Bhakti Apartment, Opp. Ritu Enclave, Off. Mira Bhayandar Road, Mira Road (East)- 401 107, hereinafter called and referred to as the "BUILDERS/PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said company, its successors and assigns) of the FIRST PART.

AND

Sayra. V. Khan
adult, Indian Inhabitant of Bombay, residing at

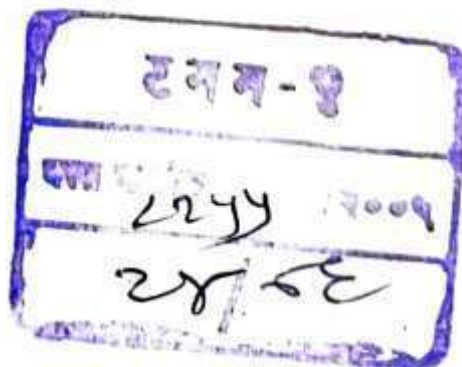


hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and the permitted assigns) of the OTHER PART.

WHEREAS by Agreement dated 20/10/15 the purchaser/s has/have agreed to purchase from the Developers and the Developers agreed to sell to Purchaser/s Flat/Shop No A/B01 on the floor in wing A of the building known as "ACCORD CASTLE" Project at JAMUNA NAGAR, Mira Road (East).Dist Thane.

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AND WHEREAS the specification for construction of the building and the Flat/Shop are as per Annexure 'A' to the said Agreement.

AND WHEREAS the Purchaser desires the Developers to provide additional amenities in respect of the said Flat/Shop other than those to be provided under the said Agreement for Sale of Flat/Shop and which additional amenities the Builders have agreed to provide on the terms and conditions hereinafter appearing :-

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1. The Purchaser desires the Developers to provide additional amenities in respect of the said Flat/Shop other than those to be provided under the said Agreement for Sale of Flat/Shop. A list of amenities to be provided is hereto annexed and marked Annexure 'A'

2. The Developers have agreed to provide to the Purchaser/s the said amenities detailed in Annexure 'A' hereto for a lumpsum payment of Rs. 173754/- (Rupees. One Lakh Seventy Three Thousand Five Hundred and Fifty Four only) which the Purchaser/s has / have agreed to pay to the Developers.

3. The Purchaser/s has / have agreed to make the payment of the said amount to the Developers in the following manners :

- 1. Rs. 1000/- On or before Completion of Agreement.
- 2. Rs. On or before Completion of Plinth
- 3. Rs. On or before laying of First Slab.
- 4. Rs. On or before laying of Second Slab.
- 5. Rs. On or before laying of Third Slab.
- 6. Rs. On or before laying of Fourth Slab.
- 7. Rs. On or before laying of Fifth Slab.
- 8. Rs. On or before laying of Sixth Slab.
- 9. Rs. On or before laying of Seventh Slab.
- 10. Rs. On or before laying of Eight Slab.
- 11. Rs. On or before Completion of Brick Works.
- 12. Rs. On or before Completion of Plastering.



Cont..3

Handwritten signature/initials



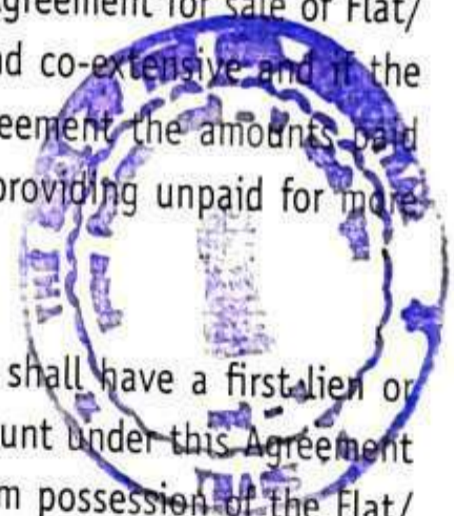
सायरा खान

- 13. Rs. On or before Completion of **Tiling.**
- 14. Rs. On or before Completion of **Plumbing**
- 15. Rs. At the time of the **Possession.**

4. In accordance with the above mode of payment the Developers having received from the Purchaser/s the said sum of Rs. / (Rupees..... only) on execution of this Agreement.

It is also agreed that the balance amount shall be paid by the purchaser/s to the developers within Seven days from the receipt of an intimation from the DEVELOPERS that payment has become due and payment to them, such intimation from the DEVELOPERS that payment has become due and payment to them, such intimation to be sent by ordinary post at the address of the Purchaser/s or to be left at the said address by land delivery. The Purchaser/s is/are expected so motu to ascertain the progress of construction from time to time and to make payment to the developers. The Developers are not bound to give notice requiring the Purchasers to make such payment and failure thereof shall not be pleaded as an excuse for non payment of any of the amount on respective due dates, the Developers shall be at liberty to terminate this Agreement, in which event the payment made by the Purchaser/s to the Developers shall stand forfeited.

5. It is expressly and declared that this agreement will be interdependent upon the Agreement for sale of the said Flat/Shop to the Purchaser/s that if the said agreement shall stand terminated, the amounts paid hereunder shall stand forfeited and the event of termination of this agreement for default by the purchaser/s in payment of any of the amounts hereunder the said Agreement for sale of Flat/Shop to the Purchaser/s shall also stand terminated by the Developers. It is also agreed that the Purchaser/s shall not be entitle to cancel and/or terminate this agreement without terminating the said agreement for sale of the flat/shop at the said Agreement for sale of Flat/Shop and this agreement are inter-dependent and co-extensive and if the purchaser/s choose/s to put an end to this Agreement the amounts paid thereunder shall stand forfeited in the manner providing unpaid for more than eight days after becoming due.



7. The Purchaser/s agree that the Developers shall have a first lien or charge on the said flat/Shop for any unpaid amount under this Agreement and the Purchaser/s shall not be entitled to claim possession of the Flat/Shop unless the dues under this Agreement are fully paid to the Developers.

R/W

Cont..4

X सागर शर्मा



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

SIGNED SEALED AND DELIVERED)
by the withinnamed DEVELOPERS)
M/S. SAVALIYA REALATORS PVT. LTD.)
through its director.....)
.....)
in the presence of.....)

For SAVALIYA REALATORS PVT. LTD.

Rajwinder

Director

1. *[Signature]*.....
2.

SIGNED AND DELIVERED by the)
withinnamed PURCHASER/S)
Sayoo L Kher.....)
.....)
in the presence of.....)

X सायरी खान

1. *[Signature]*.....
2.



Cont..5



ANNEXURE "A"

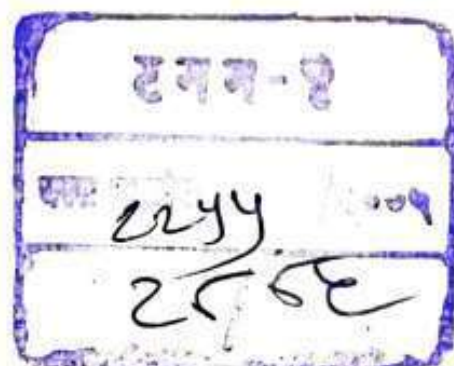
LIST OF ADDITIONAL AMENITIES

- ✓ The Building will be RCC Framed Structure with sufficient light & Ventilation & Top Class Construction.
- ✓ External wall of the building will be painted with Cement Paint.
- ✓ Internal Wall of the Building finished with Plaster of Paris Work.
- ✓ In living Room Ceiling Corner will be decorated with Plaster of Paris Moulding.
- ✓ The Main Door of the Room will be Attractive & Decorative.
- ✓ Bath & W.C. Doors with Sintex Panel.
- ✓ Bath & W.C. Windows with Glass Louvers.
- ✓ Powder Coated Aluminium Sliding Windows with Marble Framing.
- ✓ Ceramic Tiles Flooring in all rooms.
- ✓ Full Height Coloured Glazed tiles in Bath & WC.
- ✓ Green Marble Kitchen Platform with Stainless Steel Sink & Full Height Coloured Glazed Tiles Dado.
- ✓ In Living Room marble window frame will be provided Photo Frame Design.
- ✓ Concealed Electric Fitting with Good Quality Wiring. A/c Point in Bed Room, Telephone & T.V. Point in Living Room.
- ✓ Sanitation & Plumbing as per Modern Living requirement
- ✓ In Bathroom shower with Mixture Body & Geyser Point.
- ✓ Loft over bath in all Flat.
- ✓ PVC water tank over loft.
- ✓ Waterproofing with china chips on terrace.
- ✓ Building will be provided with compound wall & entrance gate.



Rajw.

१ सायरा खान



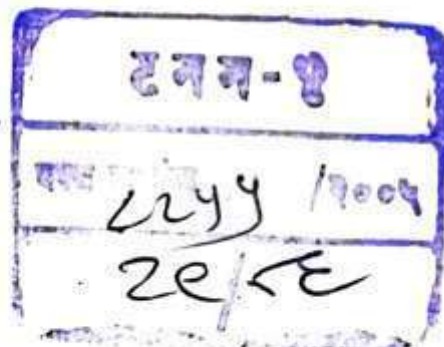
SEARCH REPORT

Re- : Land bearing Old Survey No.462, New Survey No.138, Hissa No.5, admeasuring 6250 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane.

Owners : Shri Kamalakar Ragho Patil, Smt. Chaya Kamalakar Patil, Ms. Reshma Kamalakar Patil, Kumar Kishor Kamalakar Patil, Ms. Pramila Kamalakar Patil, Kumar Rishikesh Kamalakar Patil, Shri Ganpat Ragho Patil, Kumar Manoj Ganpat Patil, Kumar Ramesh Ganpat Patil, Ms. Vanita Ganpat Patil, Shri Harishchandra Ragho Patil, Smt. Lata Harishchandra Patil, Ms. Devayani Harishchandra Patil, Kumar Nitin Harishchandra Patil, Ms. Madhuri Harishchandra Patil, Smt. Narmada Pandarinath Mhatre, Smt. Hemlata Vinayak Vare and Smt. Purnima Ramesh Patil.

I have taken searches in respect of the aforesaid property in the office of Sub-Registrar, Thane, from 1976 to 1991 and in the Office of Sub-Registrar, Bhayandar, from 1992 to 2005.

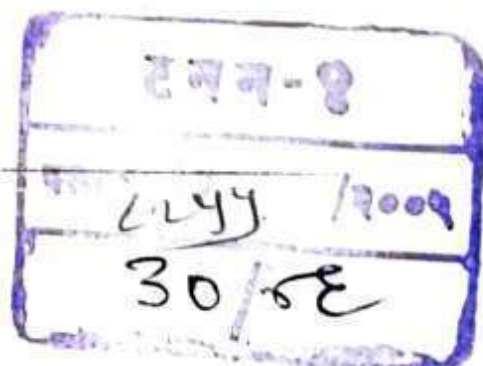
Notes of Search taken by me in the Sub-Registry of Thane from 1976 to 1991 :



No. Transaction	Detected
1976	"
1977	"
1978	"
1979	"
1980	"
1981	"
1982	"
1983	"
1984	"
1985	"
1986	"
1987	"
1988	"
1989	"
1990	"
1991	"

Notes of Search taken by me in the Sub-Registry of
 stayandar from 1992 to 2005 :-

No Transaction	Detected
1992	"
1993	"
1994	"
1995	"
1996	"
1997	"
1998	"
1999	"
2000	"
2001	"
2002	"
2003	"
2004	"
2005	"



D. G. Naik B. Com., LL. B.
ADVOCATE, HIGH COURT

10/10/2009
10/10/2009
10/10/2009

From the aforesaid searches and on the basis of Revenue records, I hereby state and certify that title of the said property is clear, marketable and same is free from all encumbrances.

Date : 10th day of October, 2009.

Advocate



saralja

- 3 -

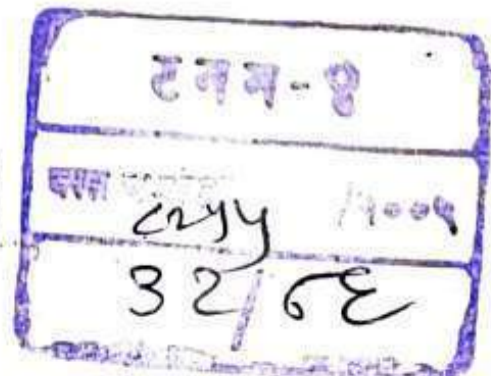


TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No.462, New Survey No.138, Hissa No.5, admeasuring 6250 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, owned by Shri Kamalakar Ragho Patil, Smt. Chaya Kamalakar Patil, Ms. Reshma Kamalakar Patil, Kumar Kishor Kamalakar Patil, Ms. Pramila Kamalakar Patil, Kumar Rishikesh Kamalakar Patil, Shri Ganpat Ragho Patil, Kumar Manoj Ganpat Patil, Kumar Ramesh Ganpat Patil, Ms. Vanita Ganpat Patil, Shri Harishchandra Ragho Patil, Smt. Lata Harishchandra Patil, Ms. Devayani Harishchandra Patil, Kumar Nitin Harishchandra Patil, Ms. Madhuri Harishchandra Patil, Smt. Narmada Pandarinath Mhatre, Smt. Hemlata Vinayak Vare and Smt. Purnima Ramesh Patil and have to state as hereunder

1. Originally one Shri Ragho Govind Patil was the owner of land bearing Old Survey No.462, New Survey No.138, Hissa No.5, admeasuring 6250 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane.
2. The said Shri Ragho Govind Patil became the owner of the said property under the provisions of Bombay Tenancy and Agricultural Land Act, 1948.
3. The said Shri Ragho Govind Patil, died intestate in or about 1992, leaving behind him, Shri Kamalakar Ragho Patil,

- 1 -



Smt. Chaya Kamalakar Patil, Ms. Reshma Kamalakar Patil, Kumar Kishor Kamalakar Patil, Ms. Pramila Kamalakar Patil, Kumar Rishikesh Kamalakar Patil, Shri Ganpat Ragho Patil, Kumar Manoj Ganpat Patil, Kumar Ramesh Ganpat Patil, Ms. Vanita Ganpat Patil, Shri Harishchandra Ragho Patil, Smt. Lata Harishchandra Patil, Ms. Devayani Harishchandra Patil, Kumar Nitin Harishchandra Patil, Ms. Madhuri Harishchandra Patil, Smt. Narmada Pandarinath Mhatre, Smt. Hemlata Vinayak Vare and Smt. Purnima Ramesh Patil as his heirs and legal representatives entitled to the estate of the deceased.

4. By a Mutation Entry No. 350, dated 16/11/1993, certified on 14/12/1993, the names of the said Shri Kamalakar Ragho Patil, Smt. Chaya Kamalakar Patil, Ms. Reshma Kamalakar Patil, Kumar Kishor Kamalakar Patil, Ms. Pramila Kamalakar Patil, Kumar Rishikesh Kamalakar Patil, Shri Ganpat Ragho Patil, Kumar Manoj Ganpat Patil, Kumar Ramesh Ganpat Patil, Ms. Vanita Ganpat Patil, Shri Harishchandra Ragho Patil, Smt. Lata Harishchandra Patil, Ms. Devayani Harishchandra Patil, Kumar Nitin Harishchandra Patil, Ms. Madhuri Harishchandra Patil, Smt. Narmada Pandarinath Mhatre, Smt. Hemlata Vinayak Vare and Smt. Purnima Ramesh Patil have been recorded in the 7/12 Extract of the said property as the owners thereof.

5. By an Agreement, dated 27th April, 1992, the said Shri Kamalakar Ragho Patil and others agreed to sell the said property, to Mr. Kadir Latif Thakur and Mr. Noormohammed Kaka

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33/58

Ref. No.: Mahate at the price and on the terms and conditions therein contained.

6. In pursuance to the said Agreement, dated 27th April, 1992, the said Shri Kamalakar Ragho Patil and others had executed an Irrevocable General Power of Attorney in favour of Mr. Kadir Latif Thakur and Mr. Noormohammed Kaka Mahate, conferring upon them several powers inter-alia power to sell the said property to the person or persons of their choice.

7. The said property was a subject matter of Bombay Tenancy and Agricultural Land Act, 1948 and as such, sale and transfer of the said property was subject to the permissions to be issued by the Collector u/s.43 of the Bombay Tenancy and Agricultural Land Act, 1948 and accordingly, the said Shri Kamalakar Ragho Patil and others had obtained permission u/s.43 of the Bombay Tenancy and Agricultural Land Act, 1948 from the Collector of Thane vide an Order No. 10/1994/DC/SR-172/1994, dated 6/10/1994.

8. The said Mr. Kadir Latif Thakur and Mr. Noormohammed Kaka Mahate had formed a partnership in the name and style of M/s. Shalimar Builders vide a Deed of Partnership dated 21/8/1992 registered in the Office of Registrar of Partnership on 21st August, 1992.

9. The said Mr. Noormohammed Kaka Mahate retired from the said partnership firm of M/s. Shalimar Builders and on



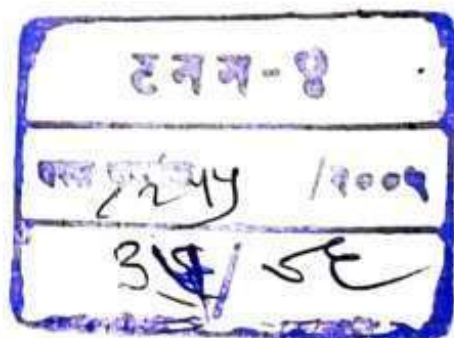
retirement of the said Mr. Noormohammad Kaka Mahate from the said partnership firm, the continuing partner namely Kadir Latif Thakur had inducted Mr. Ifazur Rahman Abdul Hameed Ansari as one of the partners of the said firm vide a Deed of Retirement cum Partnership, dated 13/11/1992.

10. By a Deed of Retirement cum Partnership, dated 22nd November, 1994, Mr. Ifazur Rehman Abdul Hameed Ansari retired from the said partnership firm and by the said Deed of Retirement cum Partnership, dated 22nd November, 1994, Mrs. Safiya Kadir Thakur, Ms. Shaheen Kadir Thakur and Ms. Rafat Kadir Thakur have been inducted as incoming partners of the said firm.

1. In the premises aforesaid, the said M/s. Shalimar Builders, being a Partnership firm of 1) Mr. Kadir Latif Thakur, 2) Mrs. Safiya Kadir Thakur, 3) Ms. Shaheen Kadir Thakur and 4) Rafat Kadir Thakur had acquired the development rights of the said property.

2. The erstwhile Mira Bhayandar Municipal Council had sanctioned the plan of the building to be constructed on the said property vide a Development Permission No. NP/NR/2399/744/94-95, dated 15/10/1994.

By an Order No. ULC/TA/Bhayandar /SR-277, dated 22nd November, 1994, the Dy. Collector and the Competent Authority, Mira, under the Urban Land (Ceiling and Regulation) Act,



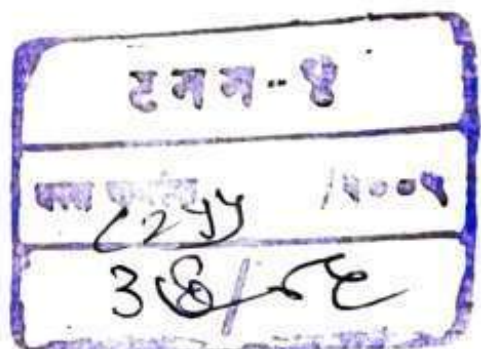
Ref. No.: 1976 had granted permission u/s.8(4) of the said Act to develop the said property.

14. Under the said Order, an area admeasuring 1934 sq. meters was declared as Surplus Vacant Land and as such, the said M/s. Shalimar Builders had obtained permission from the Addl. Collector and the Competent Authority, Thane u/s.20 of the Urban Land (Ceiling and Regulation) Act, 1976 vide an order No.ULC/TA/WSHS/20/SR-694, dated 5/9/1994.

15. The Collector of Thane, by an Order No.Revenue/K-1/T-7/NAP/SR-248/94, dated 17/1/1995 granted N. A. permission in respect of the said property u/s.44 of the Maharashtra Land Revenue Code.

16. By a Letter No.NP/NR/3738/9897/94-95, dated 23/3/1995, the erstwhile Mira Bhayandar Municipal Council had issued a Commencement Certificate in respect of the buildings to be constructed on the said property.

17. By an Agreement, dated 17th March, 2005, the said M/s. Shalimar Builders, in its turn agreed to grant development rights of Building No.A and B, save and except ground floor, to be constructed in the layout of land bearing Old Survey No.462, New Survey No.138, Hissa No.5, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, to M/s. Savaliya Realtors Pvt. Ltd. at the price and on the terms and conditions therein contained.



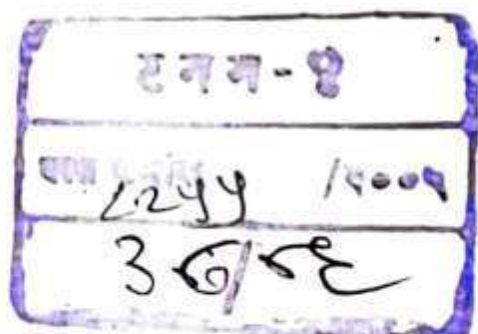
18. In pursuance to the said Agreement, dated 17th March, 2005, the said M/s. Shalimar Builders had also executed a Power of Attorney in favour of Directors of M/s. Savaliya Realtors Pvt. Ltd., conferring upon them several powers inter-alia power to develop the said Building No.A and B in the layout of the said property.

19. In the premises aforesaid, the said M/s. Savaliya Realtors Pvt. Ltd. are entitled to develop the said Building No.A and B in the layout of the said property.

20. The documents executed by and between the parties thereto in respect of the said property as well as the said buildings as stated hereinabove are valid, legal, subsisting and same are in full force and effect.

21. I have also taken the search in respect of the said property in the office of Sub-Registry of Thane from 1976 to 1991 and in the office of Sub-Registry of Bhayandar from 1992 to 2005. However during the course of my searches, I have not come across any registered instruments pertaining to the said property.

22. On the whole from the searches taken by me in the office of Sub-Registry of Thane and Bhayandar and also on the basis of documents furnished to me as well as on the basis of information provided to me, I hereby state and certify that the title to the land bearing Old Survey No.462, New Survey



Ref. No.:

No. 138, Hissa No. 5, admeasuring 6250 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, owned by Shri Kamalakar Raghu Patil, Smt. Chaya Kamalakar Patil, Ms. Peshma Kamalakar Patil, Kumar Kishor Kamalakar Patil, Ms. Pramila Kamalakar Patil, Kumar Rishikesh Kamalakar Patil, Shri Ganpat Raghu Patil, Kumar Manoj Ganpat Patil, Kumar Ramesh Ganpat Patil, Ms. Vanita Ganpat Patil, Shri Harishchandra Raghu Patil, Smt. Lata Harishchandra Patil, Ms. Devayani Harishchandra Patil, Kumar Nitin Harishchandra Patil, Ms. Madhuri Harishchandra Patil, Smt. Narmada Pandarinath Mhatre, Smt. Hemlata Vinayak Vare and Smt. Purnima Ramesh Patil, is clear, marketable and free from all encumbrances. I further state and certify that the said M/s. SAVALIYA REALTORS PVT. LTD. are entitled to construct Building No. A and B in the layout of land bearing Old Survey No. 462, New Survey No. 138, Hissa No. 5, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, as per the permissions and orders granted by the authorities concerned and also entitled to sell the premises in the said Buildings to the intending purchaser thereof.

Date : 10th day of October, 2005.



[Signature]

Advocate

saivalya

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02/11/2005
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- १) मंजूर नकाशाप्रमाणे जागंचेर प्रत्येक भाजणी करून घेणेची आहे व त्याची किंमत निरिच्छक मुंभ अंमलात जाण घेणेची प्रमाणीत केलेली नकाशाची प्रत या कार्यालयच्या अभिलेखाचे दोन प्रतीमध्ये घटविलेची आहे व त्यात मंजुरी घेणे आवश्यक आहे.
- २) सध्या भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरधानीशिवाय करता येणार नाही. तसेच मंजूर रेषांकनातील इमारती विक्रीत करण्यासाठी इतर/दुस-या विक्रयकारांक अधिकार दिल्यात / विक्रयकारांसाठी अधिकृत केल्यात दुय्यम / दुस-या विक्रयकाराने मंजूर बांधकाम नकाशे व घटई तप्याचे व परधानीत मंजूर अटी व शर्तीचे उल्लंघन केल्यात / पालन न केल्यात या सर्व कृतीत मुक्त विक्रयकार धारक व वास्तुविशारद जबाबदार राहिले.
- ३) या जागेंच्या आजुवाजुला जे पूर्वीचे नकाशे मंजूर झाले आहेत त्याचे रत्न हे सध्या नकाशातील रस्त्याची प्रत्यक्ष मोजणीचे व सिगांकनाचे घेणे मुमंकिन नसून आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामात रत्न मंलग्नित टेंवणे व मार्बजनिक वापरामाठी खुले टेंवणेची जबाबदारी विक्रयकार/वास्तुविशारद / धारक यांची राहिल. रस्त्यावायत व वापरवायत आपली / धारकाची कोणतेही हरकत असणार नाही.
- ४) नगरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन मारगुल अधिनियम च्या तरतुदीत कोणत्याही प्रकारची बाधा येता काय नये व या दोन्ही कायद्यान्वये पारित झालेल्या व यापुढे घेतांयकी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विक्रयकार व वास्तुविशारद इतर धारक यांची राहिल.
- ५) रेषांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामाग्री अंतराची जागा ही मार्बजनिक असून महानगरपालिकेच्या मालकीची राहिल व या जागेचा वापर मार्बजनिक रस्त्यासाठी /रस्ता रुंदीकरणासाठी करण्यात येईल. यावायत अर्जदार व विक्रयकार व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ६) भालकी हक्कावायतचा वाद उत्पन्न झाल्यास त्यांस अर्जदार, विक्रयकार, वास्तुविशारद, धारक व सर्वधात व्यक्ती जबाबदार राहतील. तसेच धरील जागेस पांच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागंचेर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विक्रयकार, वास्तुविशारद यांची राहिल. यामध्ये तफावत निर्माण झाल्यास सुधारीत मंजुरी घेणे कळविले आहे.
- ७) मंजूर रेषांकनातील रत्न टेंवणे व गटारे व खुली जागा (आर.जी.) अर्जदाराने / विक्रयकाराने नगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा मार्बजनिक वापरामाठी कायम स्वरुपी खुली टेंवणे बंधनकारक राहिल.
- ८) मंजूर रेषांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- ९) इमारतीत उदवाहन, अग्निशामक, तरतुद, पाण्याची तळिनीवरील व इमारतीवरील अशा दोन टाक्या दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- १०) महानगरपालिका आपणांस बांधकामामाठी व पिण्यामाठी व इतर कारणांसाठी पाणी पुरवटी करण्याची हद्दी घेत नाही. यावायतची सर्व जबाबदारी विक्रयकार/धारक यांची राहिल. तसेच सांडपाण्याची भांडे व मंलग्नितनाची व्यवस्था काण्याची जबाबदारी विक्रयकारांची/ धारकाची राहिल.



दस्तावेज-४

दिनांक २२/५/२००९

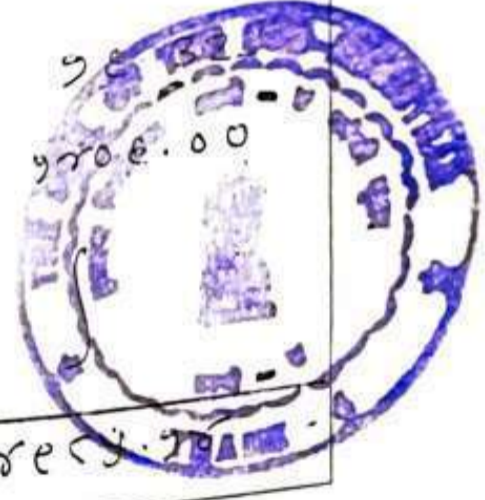
२०/०६

मंजुरी/नं/२००५-०६ दि १२/०५/०५



- १३) अर्जदाराने म.न. वि.नं. मांज. नगरपालिका/ महानगरपालिका मंजुरी विलंब नांव. प्राविष्टीकरण नांव. अर्थात् मंजुरी व इतर मंजुरीचा तपशील दर्शविणारा फक्त प्रत्यक्ष जागवर वाचण्यात आल्यानंतरच इतर विकास कामास सुरवात करणे बंधनकारक राहिल. तसेच सर्व मंजुरीचे फूट कागदपत्र तयार झाल्यामाटी निरीक्षणमाटी जागवर सर्व कालालधीमाटी उपलब्ध करून देवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.
- १४) मंजुर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधित सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू पावल्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यत्यासा याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यन्वीन करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतर्गत कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार/ विकासक/ स्ट्रक्चरल अभियंता/ वास्तुविशारद/ बांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहिल.
- १५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यामाटी महानगरपालिकेची व इतर विभागांची पूर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेच छुल्या जागेत वृक्षारोपण करण्यात यावे.
- १६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफायत असल्यास नियमावलीनुसार त्वरीत सुधारित बांधकाम नकाशे मंजुर घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.
- १७) यामुर्वी-पत्र-क्रं..... दि..... अन्वये-
/यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम घालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यन्वीन करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम क्षेत्र चौ.मी.
१.	खे, वी, वी-१	१	प्राविष्ट + प्रावि	३४५५.५२
२.	उख-१	२	तळ	८०.३०
३.			गांधीचे वारळी	५६
४.			पोल्लान्द क्षेत्र	५२०६.००
५.			आदिपतिक्षेत्र	
६.				
७.				
८.				
एकूण				

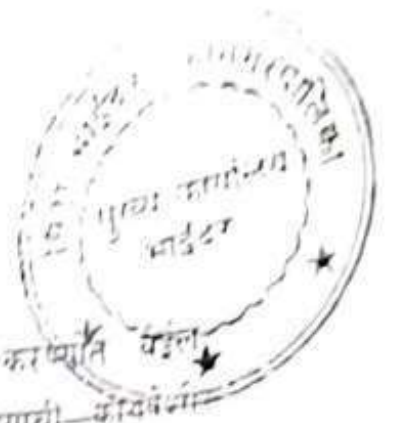


टक्का-४
८२५५
४९/०६

- १) बांधकाम माहित्य रस्त्यावर व मार्गजिक ट्रिकाणी टेंचता येणार नाही. बांधकामचे फलपत्र घाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.
- २) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील वाच कं. ४२ ते ४९ ची बांधकामाचे प्रस्तावनावरील बांधकामाची संपुर्ण जबाबदारी विक्रामक/ अभियंता, वास्तुविशारद, स्ट्रक्चरल अभियंता, पर्यवेक्षक व धारक यांची राहिल.
- ३) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र २९ करण्याची कार्यवाही घाल्यास बांधकाम करण्यात येईल व भुंगई प्रतिक. महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुद्ध विहित कार्यवाही करण्यात येईल.
- ४) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
- ५) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद मर्थ अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.
- ६) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमात्मक हस्तावाद्यातील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्यास नियोजित केल्यास.
- ७) महानगरपालिकेकडून मादर केलेल्या प्रस्तावान घुस्कीर्ण भागिनी व विभी धारकना असलेली जागावरील मादर केल्यास व प्रस्तावाच्या अनुपंगाने महानगरपालिकेची दिशाभुल केल्यास निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- ८) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Still) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे टेंचण्यात यावी व या जागेचा वापर वाहनतळामाठीच करण्यात यावा.
- ९) मंजूर विकास योजनांत विकास योजना रस्त्याने / स्मॉल-स्कीकुरणाने बांधित होणारे क्षेत्र... २९३७.०० चौ.मी / महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या बांधकामात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने मदरचे क्षेत्र कायमावरुपी घुस्की/ गोकळे/ अतिक्रमणाविरुद्धी टेंचण्याची जबाबदारी विक्रामकाची राहिल. तसेच या जागेचा भागकी हरक इतरांकडे बांधण्याची परिस्थितीत व संकलने वर्ग करता येणार नाही. तरांच या क्षेत्राचा इतरांकडे बांधकाम आपणांस इतर संबंधितास व धारकाम विकारता येणार नाही.
- १०) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत मक्षम अधिका-चाचे 'ना हरकत प्रमाणपत्र' मादर करणे बंधनकारक आहे.
- ११) मंजूर रेखांकनाच्या जागेत-विद्यमान-इमारत-तोडण्याचे-प्रस्तावीत-केले-असल्यास-विद्यमान-बांधकामक्षेत्र-पुनर्मापन-पात्र-करून-घेतल्यानंतर-विद्यमान-इमारत-तोडून-नवीन-बांधकाम-प्रारंभ-करणे-बांधकाम-आहे.
- १२) प्रस्तावनीय इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे.
- १३) महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालु असल्याचे निदर्शनास आल्यास



६२५५ / २००९
 ४४४६६



- वास्तुविशारद, विकामक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.
- २६) पूर्वेविक्रमीत- / नव्याने-पूर्ण-संगण-या-दुगारमीपत्रं-विद्यमान-स्थितीत-आपण-संपादित-केवळ-जबाबदारी-वास्तुविशारद-विकामक-व-धारक-यांची-मदील-यावाक्यची-परत-कायदेशीर-पुत्रता-विकामक-न-रहिल्या-शासनां-अन्वये-काम-ना-या-इतर-याची-विकामक-व-धारक-ने-नये-बंधनकारक-महानगर-वा-भंजुरीची-मुदत-दि.१२/०१/०५-पासून-दि.११/०१/०६-पर्यंत-रहिल. तदनंतर-महाराष्ट्र-प्रादेशिक-व-नगर-रचना-अधिनियम-१९६६-चे-तरतुदीनुसार-विहित-कालावधीसाठी-मुक्तीकरण-करण्यात-येईल-अन्वये-मदर-ची-भंजुरी-कायदेशीर-रीत्या-आपण-आप-रदद-होईल.
- २७) यापुर्वीचे पत्र क्रं..... नपा/नर/२३९९ / १५९९ / ६००-९५ दिनांक ११/०१/०६
- २८) अन्वये देण्यात आलेली भंजुरी रदद करण्यात येत आहे.
- २९) मदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकामक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक भूचरल अभियंता व धारक यांची राहिल.
- ३०) जागवर रॅन वॉटर हाव्हॉस्टींगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला मादर करणे आपणावर बंधनकारक राहिल.
- ३१) श्रीगणेश दामलाल यामलल व जे. जे. जे. ULC मुदतकाळ सादर करणे
 नपा/नर/६०० / २००५/६००६ दि. १२/०१/०५

सावधान

भंजुर वांधकाम नकाशे व प्रारंभ पत्रात नमूद अटी व शर्तीचे पालन न करता वांधकाम केल्यास व नियमावलीनुसार आवश्यक अमलंत्वा परवानग्या न घेता वांधकाम करणे व वापर करणे यांकरायेदेशीर अमून मदरहू वांधकाम अनधिकृत वांधकामावावत अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ च्या तरतुदीनुसार दखलपत्र गुन्हा दखल संबंधीत व्यक्ती शिधेम पात्र ठरतात.

आपला,
 अधिकृत.

मिरा भाईदर महानगरपालिका.



टनन-४	
पत्रा नं.	१२५५ / २००५
दि.	१२/०१/०६

के. वि. पाटील, अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन
ठाणे व बृहन्मुंबई नागरी संकुलना समोपतालील ८ कि.मी. परिसर यांचे
न्यायालयार्थ

प्रकरणा क्रमांक :- कृ. पुस्तकी/टिजे/माईदर/एत. आर. २७७
निकासाचा दिनांक :- २२/६/१९९४
विवरणपत्र धारकाचे नांव :- श्री. गणपत राघो पाटील, रा. नक्कर [माईदर]
ता. जि. ठाणे.



नागरी जमीन कमाळ धारणा अधिनियम १९७६ चे

कलम ८(४) खालील आदेश.

२/- श्री. गणपत राघो पाटील, रा. नक्कर ता. जि. ठाणे यांनी ते
धारण करित असलेल्या क्षेत्राचे नागरी जमीन कमाळ धारणा कायदा कलम ६(१)
खालील विवरणपत्र दिनांक १८.८.१९७६ रोजी दाखल केले होते. विवरणपत्रांत
नमुद केलेल्या क्षेत्राचा तपशिल खालील प्रमाणे आहे.

जिल्हा	तालुका	गांवाचे नांव	त. नं./दि. नं.	क्षेत्र
ठाणे	ठाणे	माईदर	४६२/५	१-३-०४

३/- प्रस्तुत प्रकरणाची नागरी जमीन कमाळ धारणा कायदा कलम ८(३)
अन्वये दि. १६.४.८५ रोजी नोटीस निर्गमित करण्यात आली होती. विवरणपत्र
धारक यांना सदर नोटीस मिळाल्या पासून तीस दिवसांचे आत आपल्या हरकती
सादर करण्याची संधी देण्यात आली होती. तसेच सदर मुदतीत हरकती दाखल
न केल्यास नोटीसीचा मसुदा त्यांना मान्य आहे असे गृहित धरण्यात येईल याची
कल्पना नोटीसीत देण्यात आली होती. सदरचे नोटीसीला विवरणपत्र धारक
यांनी उत्तर दिलेले नाही. त्यानंतर प्रकरणाची दिनांक ५.७.९०, ४.१.१९९१
व दिनांक २१.९.९३ रोजी सुनावणीची तारीखा नेमण्यात आली होती. दिनांक
२१.९.९३ रोजी विवरणपत्र धारक यांनी सपक्ष हजर राहून असा जबाब दिला
आहे की, विवरणपत्रातील जमीन वडीलोपार्जित असून त्या जमीनीस विवरणपत्र
धारक वगैरे ४ यांची नावे कुळ म्हणून लागलेली आहेत. या जमीनीचा कुळ कायदा
कलम ३३२ ग अन्वये अद्यापी निर्णय झालेला नाही. सदरचे प्रकरण अपर
तहसिलदार व शेत जमीन न्यायाधिकरण, ठाणे यांचे कोर्टात प्रलंबित असल्याचा
स्विनरंक त्यांनी जबाबामध्ये पुढे उल्लेख केला होता. सदरचा निर्णय होईपर्यंत
प्रकरणाची निर्णय देणेत येवू नये अशी विनंती त्यांनी जबाबाचे ठेवणे केले आहे.

कृ. मा. प.
८२५
२४/९

प्रस्तुत जमीनीस 14/12 चे कब्जेदार सदरी श्री. बेरनाथ कृष्णराव मोर
यांचे नांव दाखल असल्यामुळे श्री. सोब पांजा दिनांक 10.10.93 रोजी नागरी
जमीन क्वाल धारणा कायद्याचे कलम 30 खाली नोटीस निर्गमित करण्यांत आली
होती. परंतु सदरची नोटीस पत्ता अपूर्ण असल्यामुळे या कार्यात परत आली
होती. त्यामुळे ही नोटीस त्वाठी सज भाईंदर यांचे मार्फत दि. 29.3.1994
रोजी संबंधितांना बजावण्यासाठी पाठविण्यांत आली होती. परंतु सदरच्या
नोटीसीला श्री. सोब पांजा उत्तर दिलेले नाही.

विवरणपत्र धारक पांजा प्रस्तुत जमीनी बाबत तहसिलदार व
शेत जमीन न्यायाधिकरण कल्पणा याचिळडोल आदेश क्रमांक टेनन्ती/दावा
नंबर 329/1993 दि. 24.6.93 ची सत्यपुत सादर केली आहे. त्याप्रमाणे
नगर स्थित हरफार क्रमांक 339 व 340 व 14/12 चा उतारा सादर केला आहे.
सदरचे कागदपत्र अडलोकन करता असे क्विसून थो की, प्रस्तुत जमीनीची विक्री
कु कायदा कलम 32 व खाली विवरणपत्र धारक यांचे नावे झालेली असून
त्यानुसार सदरची जमीन त्यांचे नावे कब्जेदार सदरी लागलेली आहे. त्यानंतर
सदरचे विवरणपत्रातील नमुद केलेल्या क्षेत्राची जागेवर जावून मोजणी व
तपासणी करण्यासाठी प्रकरण दिनांक 23.2.1994 रोजी या कार्यालयाच्या
अधिपत्याखाली काम करीत असलेले परिरक्षण भूमापक याचिळडे पाठविले होते.
त्यांनी मोजणी व तपासणी करून तसेच नकाशा तयार करून प्रकरण अहवाला
द्वारे दिनांक 3.3.94 रोजी सहाय्यक नगर रचनाकार याचिळडे परतपर भूपदटा
द्वारे पाठविले व छाननी पत्रक तयार करण्यासाठी पाठविले होते. त्यानंतर
सहाय्यक नगर रचनाकार यांनी प्रस्तुत नृ जागेचे छाननी पत्रक तयार करून
छाननी प्रमाणे जमीनीचा भूपदटा द्याविलेला आहे.

REGISTRATION
OFFICE
MUMBAI

जिल्हा	तालुका	गांवाचे नांव	स.नं./दि.नं.	रकूण धारणा क्षेत्र चौ.मी.	जमीनीचा भूपदटा	रस्त्याखालील क्षेत्र चौ.मी.	निटव मोकळे क्षेत्र च
ठाणे	ठाणे	भाईंदर	862/4 [नविन 130/4]	6240.00	रहवास +रस्ता	2399.00	3829.00



विवरणपत्र धारकास नागरी जमीन क्वाल धारणा कायदा 1906 चे प्रमाणे व नोटीस कलम
(2) नुसार दिनांक 16.3.94 रोजी नोटीस निर्गमित करण्यांत आली होती. विवरणपत्र धारक
पांजा सदर नोटीस मिळाल्या पासून तीस दिवसांच्या आत आपल्या हरकती व सादर करण्याची
ची देण्यांत आली होती. तसेच सदर मुदतीत हरकती सादर न केल्यास नोटीसीचा मसुदा त्यांना
आव्य आहे असे गृहित धरण्यांत येईल याचीही कल्पना नोटीसीत देण्यांत आली होती.

श्री. के. ए. ठाकूर यांनी श्री. गणपत राघो पाटील यांचे कुमुडाल्यासाठी या नोटीसाने

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[Handwritten signatures and numbers]

सदर नोटीसीला दि. १७.३.९४ अन्वये हरकती अर्ज दाखल जेना आहे. सदरचे हरकतीस त्यांनी असे म्हटले आहे की, कलम ८(३) चे नोटीसी मध्ये प्रस्तावित जेला ५००.०० चौ.मी. क्षेत्राचा एक भाग मंजूर करण्यांत आला आहे ते त्यांना छालील कारणास्तव मान्य नाही.

१] विवरणापत्रांत नमूद केलेली जमीन ही विवरणापत्र धारक यांची। दंडिलीजेंत मिळकत असल्याने त्यामध्ये ११ वारस कायदेशीर हिस्सा मिळणेस मात्र ठरत आहेत. तसेच सदरच्या क्षेत्रातील रस्त्याछालील बाधित होत असलेले एकूण २३१९ चौ.मी. क्षेत्र त्यांच्या संपूर्ण धारण करण्यांत येणा-या क्षेत्रातून वगळण्यांत यावे

८/- प्रस्तुत प्रकरणाचे सुनावणीची तारीख दि. ८.५.९४ रोजी येण्यांत आली होती. त्यावेळी विवरणापत्र धारक व इतर सहभागीदार यांची कुबुजातधारी श्री. हरिचंद्र राघो पाटील यांनी समक्ष हजर राहून असा जबाब दिला आहे की, प्रस्तुत जमीन त्यांचे वडील श्री. राघो गोविंद पाटील यांच्या निधना नंतर त्यांचे इतर १८ वारसदारांच्या नावे दाखल झाली आहे. अपर तहसिलदार व शेत जमीन न्यायाधिकरण कल्याण यांचे कडील दिनांक २४.८.९३ प्रमाणे कुबुजात ३२ ग अन्वये ठारेदी किंमत ठरवून सदरच्या किंमतीचा भरणा केल्या नंतर कुबुजात ३२ रम छालील विवरणापत्र धारक हे मालक झाले आहेत. सदरची जमीन वडील-पार्जित असल्यामुळे त्यामध्ये कायदेशीर वारसदारांना हिस्सा मिळणे बाबत त्यांनी पुढे जबाबात सांगितले आहे.

९/- दाव्यातील ७/१२ चा उतारा पहाता असे दिसून येते की, प्रश्नांकीत जमीन ही श्री. बेरनाथ प्रान्तिश सोझ यांचे मालकीची होती व त्या जमीनीमध्ये विवरणा पत्र धारक व इतर यांचे नावे कुबु म्हणून दाखल झाली होती. परंतु अपर तहसिलदार व शेत जमीन न्यायाधिकरण कल्याण यांचे कडील पत्र क्र. टेंनन्सी/ ३२१/१९९३ दि. २४.८.९३ चे आदेशान्वये प्रश्नांकीत जमीनीची कुबु कायदा कलम ३२ ग छाली विक्री करण्यांत येवून नवघर फेरफार क्रमांक ३४९ व ३५० अन्वये ७/१२ सदरी विवरणापत्र धारकांची नोंद झालेली आहे. त्याचप्रमाणे सदरच्या जमीनीची अंतिमार्थ नवघर छाली क्र. २०० मध्ये करण्यांत आला आहे.

१०/- विवरणापत्र धारक यांनी छालील नमूद केलेल्या वारसाचे वयाचे पुराव्या दाखल शाळा सोडल्याचा दाखल व इतर कागदपत्र सादर केली आहेत. त्याचा तपशिल छालील प्रमाणे :-

१] श्री. कमलाकर राघो पाटील यांनी कार्यकारी दंडाधिकारी ठाणे यांचे तमोर दिनांक २६.११.९३ रोजी वारसाचे वयाबाबतचा प्रतिज्ञा लेखा सादर केलेला आहे. त्याचा तपशिल छालील प्रमाणे आहे.

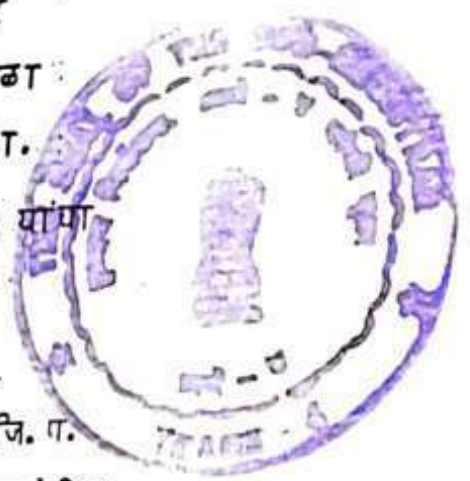


... ४२-४
... ८२५५ / १५-०९
४२५२

नांव	वि. प. धारकाची नावे	वय (वर्ष)
कमलाकर राघो पाटील	रुवा:	६२
बीमती रेखा कमलाकर पाटील	मुलगी	२१
किशोर कमलाकर पाटील	मुलगा	२०
बीमती प्रमिला कमलाकर पाटील	मुलगी	१९
बी. गणपत राघो पाटील	भाऊ	५९
बी. हरिशंकर राघो पाटील	-"	५०
बीमती देव्यानी हरिशंकर पाटील	पुतणी	२०
बीमती माधुरी हरिशंकर पाटील	-"	१९
बीमती नर्मदा गंडरीनाथ म्हात्रे	बहीण	६४
बीमती पौर्णिमा रमेश पाटील	भाची	४०
सौ. हेमलता विनायक वाडे	-"	४२

११/२ - विवरणपत्र धारक यांनी त्यांचे जबाबा सोबत वारसांचे वयाचे दाखले सादर केले आहेत. त्यांचा तपशिल खालील प्रमाणे :-

नांव	जन्मतारीखा	वयाबाबतचे पुरावे
पाटील किशोर कमलाकर	२. ७. ७४	शारदा विद्यामंदीर, ठाणे यांचा शाळा सोडल्याचा दाखला.
रम्या कमलाकर पाटील	२०. २. ७६	अभिनव विद्यामंदीर गोडदेव यांचा शाळा सोडल्याचा दाखला.
देव्यानी, हरेश्वर पाटील	११. ६. ७४	अभिनव विद्यामंदीर यांचा जन्माचा दाखला
नितीन हरिशंकर पाटील	२१. १०. ७५	---
गणपत राघो पाटील	१. ६. ४५	शिक्षण विभाग, जि. प. ठाणे प्राथमिक विद्यामंदीर नवघर यांचा दाखला.
हरिशंकर राघो पाटील	१. ६. ४९	प्राथमिक विद्यामंदीर नवघर यांचा शाळा सोडल्याचा दाखला.



दस्तावेज-४

दिनांक १२/५/१९०९

२०१५

७) कमलाकर राघो पाटील

वय ४०

खेलापूर विधानसभा मतदार
संघ मतदार पाटी १९९३
पाटीचा भाग क्र. ७१/३५६
चा उतारा.

१२/- दाव्यातील मौजे नवघर येथील फेरफार क्र. १६०४ १८७८ पहाता त्यामध्ये राघो गोविंद पाटील हे मयत झाल्यानंतर विवरणापत्रातील जमिनीस इतर हक्कामध्ये सन १९६८ मध्ये गणापत राघो पाटील व इतर दोन अज्ञान पातन कर्ता आई जमनाबाई राघो पाटील व त्यांची मुलगी यशोदाबाई रामेंद्र पाटील यांचे नांव वारसा म्हणून दाखल केले होते. परंतु त्यावेळी यशोदाबाई रामेंद्र पाटील यांनी आपले नांव दाखल करून नये असा जबाब दिल्यावरून त्यांचे नांव फेरफार क्र. १८७८ दिनांक २८.६.६८ अन्वये काढी करण्यात आल्याचे दिताते. त्यानंतर फेरफार क्र. २४९ व ३५० अन्वये सदरची जमीन १८ वारसाचे नावे दिनांक १४.१२.९३ रोजी मंजूरीने दाखल झाल्याचे दिताते.

१३/- उपरोक्त वारसांपैकी परिच्छेद क्र. १० मध्ये अनुक्रमांक १, ५, ६ व २ वर नमुद केलेले वारस हे दिनांक १७.२.१९७६ रोजी सज्ञान असल्याचे दिसून येते. त्याबाबत त्यांनी वयाबाबतचे पुरावे सादर केलेले आहेत. तसेच अ. क्र. ९ वर नमुद केलेली व्यक्तीही अ. क्र. १, ५, ६ यांची बहीण असून ती सन १९६८ रोजी सज्ञान असल्याचे फेरफार क्र. १८७८ वरून दिताते. त्यामुळे सदरचे वार इतम प्रत्येकी ५०० चौ.मी. या प्रमाणे वार स्वतंत्र भाग मिळण्यास पात्र असल्याने मी त्यांना अनुज्ञेय क्षेत्र मंजूर केले आहे.

१४/- भाईदर हे गांव बृहन्मुंबई नागरी संकुलना समोवतातचे ८ कि.मी. परिसरात येत असून त्या गांवासाठी नागरी जमीन कमाल धारणा कायद्याची मर्यादा प्रत्येक भागासाठी ५०० चौ.मी. इतकी निश्चित करण्यांत आली आहे. त्यामुळे विवरणापत्र धारक हे ४ x ५०० चौ.मी. = २०००.०० चौ.मी. क्षेत्र ठेवण्यास पात्र ठरतात. विवरणापत्र धारकाने धारणा केलेल्या ३९३१.०० चौ.मी. एवढ्या निव्वळ मोकळ्या क्षेत्रातून त्यांना अनुज्ञेय असलेले २००० चौ.मी. क्षेत्र वजा करता त्यावेळेस १९३१.०० चौ.मी. अतिरिक्त घोषित करण्यास पात्र ठरत आहे.

वरील वस्तुस्थिती नुसार मी खालील प्रमाणे आदेश देत आहे.

" विवरणापत्र धारक यांना १९३१.०० चौ.मी. अतिरिक्त क्षेत्र धारक म्हणून घोषित करण्यांत येत आहे. सदरचे अतिरिक्त क्षेत्र मौजे भाईदर येथील

स.नं. ४६२/५ [नविन १३८/५] मधुमत्र संपादन करण्यात यावे. नागरी जमीन

दस्तावेज-४
१५/१०/९५
<i>[Signature]</i>



शहरात पाण्याचे कलम २ व १०(१) नुसार प्रारणी पुढील कार्यवाही
 करण्यात यावी. "

सदरचा निकाल विवरणपत्र धारकांना कळविण्यात यावा.



सही/-
 उपर जिल्हाधिकारी व सधम प्राधिकारी,
 ठाणे, नागरी संकुलन व बृटन्मुबई नागरी
 संकुलना सभोवताली ८ कि.मी. परिसर,
 ठाणे.

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~~Urban Agglomeration, Pune~~



दस्तावेज-४
 2244 18/609
 8105E



No. UIC/TA/.../20/SI- 634
Office of the Addl. Collector &
Competent Authority,
Thane Urban Agglomeration,
Collectorate Building, 11th
Floor,
Thane.

Date: 5-7-1994

ORDER

WHEREAS Shri/Smt./M/s. Ganpat Rajho Patil of Village Navghar Dist. Thane, holds vacant land in excess of the ceiling limit in the limits of Thane Urban Agglomeration, the details of which are given in the Schedule hereto appended;

AND WHEREAS, the above person, has applied for exemption under section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 (37 of 1976) to the said excess land for ~~providing sites~~ construction of tenements as per the guidelines issues under Government Resolution, Housing & Special Assistance Department No. 335-1076/2340/XII, dt. 22/6/1988 and 22/10/1992 and 07/01/1994.

AND WHEREAS the said person has mentioned in the application that his scheme of ~~providing sites~~ construction of tenements shall be governed by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Act XIV of 1963) or by the Maharashtra State Co-operative Societies Act, 1960 (Act XXIV of 1961),

AND WHEREAS the Additional Collector & Competent Authority is satisfied that having regard to the location of land, the purpose for which land is being used or is proposed to be used and other relevant factors, it is necessary in the public interest so to do;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of section 20 of the said Act, after having recorded in writing the reasons for making this order, the



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22/4 / 2004
५०/४६

the buildings are incomplete, the land under such incomplete buildings and the land appurtenant thereto shall be deemed to have been withdrawn and the vacant land in such land with structures and land appurtenant thereto shall be treated as Chapter-III of the Urban Land (Ceiling & Regulation) Act, 1976.



Quality of construction shall not be inferior to the specifications laid down in the guidelines of 22nd August, 1980 already mentioned in the Appendix 'A'. The actual construction and the quality of construction shall be subject to the building regulations of the local authorities, and subject to such other conditions as may be imposed by the Municipal Corporation/Municipal authority, Town Planning Authority and other statutory bodies. The layout of the land to be used under this scheme shall be in accordance with the statutory provisions applicable in this regard.

7) The land reservation under Development Plan or the reservation prescribed by the local authority in layout for various public amenities as well as the internal roads (where ever they are to be transferred as per local Authority's rule) shall be transferred by the said persons to Government/the Municipal Authorities without charging any consideration either before the work actually is commenced or at a later date as shall be prescribed in this regard. No commencement certificate shall be obtained unless the land under reservation etc. is actually handed over to the Government/Municipal Authority if it is so prescribed. Internal roads shall be bought upto the standards laid down by the Municipal Corporation/Council before they are transferred.



8) The said person shall allot only one dwelling unit to one family. The definition of family under the Urban Land (Ceiling & Regulation) Act shall be applicable in this regard.

हुमन-४
२४५/१००९
Y. S.

9) The said person shall sell 10% of the permissible floor space index in the form of tenements with plinth area upto 40 sq. m. as described in Schedule to persons nominated by the Government to tenement

on formula prescribed in condition No. 12.

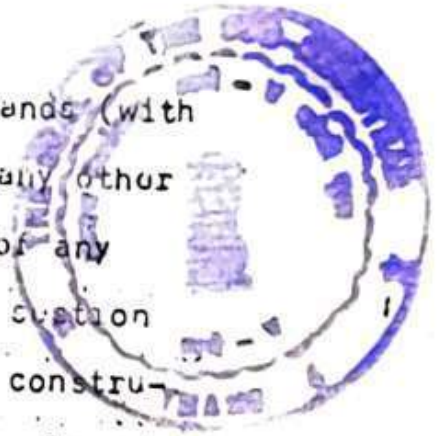
10) The dwelling units sold or otherwise transferred which are allotted to the Government nominees shall not be permitted to be resold or transferred otherwise. The dwelling units which the scheme holder can sell in the open market shall not be permitted from the date of possession of dwelling unit.

11) The said person shall not sell or otherwise transfer the dwelling unit to any person who himself or any of his family members already own a dwelling unit in the same Urban Agglomeration and that the said person shall obtain an Affidavit from the intending Purchaser to this effect.

12) The land holder shall sell the tenements to members of the public at the price bases on the formula stated hereinafter i.e.

(a) Five times the compensation payable under Urban Land (C & R) Act, 1976, (b) Cost of construction, (c) 15% profit on (a) & (b). After determining the final selling price the landholder shall communicate this figure to the Competent Authority from time to time.

13) The said person shall not transfer the exempted lands (with or without buildings thereon) or any part thereof to any other person, except for the purpose of mortgage in favour of any financial institution specified in sub-section (1) of section 5 of the Act, for raising finance for the purpose of construction of any one or all the tenements mentioned above. Breach of this condition shall mean that the exemption granted under this order stand withdrawn.



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दिनांक 22/4/2009
यश/रि

14) The area required to be kept open according to the D.C. Rules, Building Regulations of _____ Municipal Corporation/Council/Town Planning Rules and other statutory regulation shall always be kept open. This part of the area shall not be used for any construction whatsoever, here is a change in FSI in future, permitting additional construction.

15) Said person shall submit from time to time necessary reports to be prescribed by the Additional Collector and Competent Authority in order to indicate the progress of the work done by him.

16) If at any time the Additional Collector & Competent Authority is satisfied that there is no breach of any of the conditions mentioned in this order, it shall be competent for the Additional Collector & Competent Authority to withdraw by an order, the exemption order from the date specified in the order.

Provided that before making any such order the Additional Collector & Competent Authority shall give reasonable opportunity to the person whose lands are exempted for making representation against the proposed withdrawal.

17) When any such exemption is withdrawn or deemed to be withdrawn under these conditions, the provision of Chapter-III of the said Act shall apply to the lands as if the land had not been exempted under this order.

18) It shall be lawful for the State Government, the Addl. Collector & Competent Authority or any person specifically authorised by the State Government in this behalf to enter on the land, so allowed to be retained for the purpose of construction of tenements/~~providing water and sewerage~~

houses to inspect and check the development, the material and the construction work, to call for, inspect and check the book of accounts of development, construction and disposal of the tenements.



रजम-४
and
२०१५ .. १०/०९
यशसे

: A :

19) The holder shall advertise the entire scheme within six months from the date of sanction of the order from the Additional Collector & Competent Authority in at least two local newspapers, mentioning the details of the scheme including the area and the final selling price for tenements for plinth and carpet area, specifications, location, terms and conditions of allotment of tenements, in accordance with Maharashtra Ownership Flats Act, 1963. He shall send copies of the Advertisements to the Authority within one week from the date of publication of the advertisement. If the scheme is proposed to be implemented in phases (within the total time period prescribed herein), the first advertisement should be in respect of all the dwelling units including indicating the phases of construction. Attention is invited to condition no. 6 and other relevant conditions prescribed under the guidelines issued on 22nd August, 1986. Any violation of the stipulation shall be considered breach of the condition..



20) The exemption granted under section 20 of the said Act shall be deemed to have been withdrawn for such vacant land which have not been built upon, if and when such exempted lands are required for any Government or Semi-Government Organisation in the public interest.

21) All the conditions mentioned in Government Resolution Housing & Special Assistance Department No. SSS-1086/2340/XIII, dt. 22/8/1986 and No. ULC/1086/(2795)/D-XIII, dt. 22/8/88 shall apply for the exempted land and shall be binding on the landholder.



22) Government expects that the concept of 'low rise low costs' construction technology, without sacrificing the set standards and specifications should be adopted to maximum possible extent and less reliance should be placed on use of cement and steel by having load bearing walls made of bricks of good quality and strength and by using low-cost building technology.

टनन-४..७	
22/9	1988
55/5E	

23) Additional Collector & Competent Authority reserve the right to alter any of the conditions prescribed herein.

24) The land holders/developers shall maintain a register of tenement for the various categories of flats to be sold in the open market duly recording the names of the Purchaser

along with the related guidelines. These registers shall be made available to the Additional Collector & Competent Authority or such other officers as authorised by them for inspection from time to time.

25) The percentage of Government nominees on initial 4000.00 sq.mtr. would be 10% provisionally pending final adjudication on the prayers made by the State Government to reconsider the directions made on 31-1-1990 in the case of C.A. 2598/90.

any change in the Government direction pursuant to the order of the Supreme Court shall be binding on the land holder.

27) The Scheme holder shall obtain the P.A. Permission u/s. 44 of the M.L.R.C. 1966, before the commencement of the building construction.

28) The percentage of Government nominees on initial 4000.00 sq.mtr. would be 10% provisionally pending final adjudication on the prayers made by the State Government to reconsider the directions made on 31-1-1990 in the case of C.A. 2598/90.



Handwritten stamp box containing the text: टनन-४...०, २२५, १०९९, and a signature.

SCHEDULE

Application regarding applicant and the vacant land for which the exemption is sought under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976.

Name and Address of the Persons holding the land.	: Shri. Ganpat Jagho Petli C/o. Shri Avinash 2 Floure 101, West View Bldg., A-2, Sector-2 Shanti Nagar, Mid-Band, Thane
Status of the Person	: Individual
No. & Date of application	: No. 4174 Dated 6.8.2009
Name of the Urban Agglomeration in which the exemption is sought	: Thane Urban Agglomeration 8 Kms. Peripheral Area of Greater Bombay.
Description of property for which exemption is sought-	
a) District	: Thane
b) Taluka	: Thane
Village	: Koyghar
S.No. / खण्ड/खण्ड	: 462/ (New S.No. 130/5)
c) Total surplus/probable खण्ड	: 1931.00 sq.mtr. (U/UR-277 dt. 22.6.04)
d) Land to be retained as per Circular dt. 11-8-89.	: N/A.
e) Total area under scheme	: 1931.00 sq.mtr. is.
f) Area under reservation if any	: --
g) Area of land to be exempted	: 1931.00 sq.mtr.
h) Area under compulsory open space खण्ड	: 269.65 sq.mtr.
i) Net buildable area under scheme	: 1661.35 sq.mtr.
j) Built-up area to be sold to Government at fixed rate	: 164.14 sq.mtr.
k) Buildable land to be surrendered to Government free of cost.	: Nil



W. S. S.

दस्तावेज-४

2274 / 2009

9/10/09

191

Total No. of Tenements
to be constructed

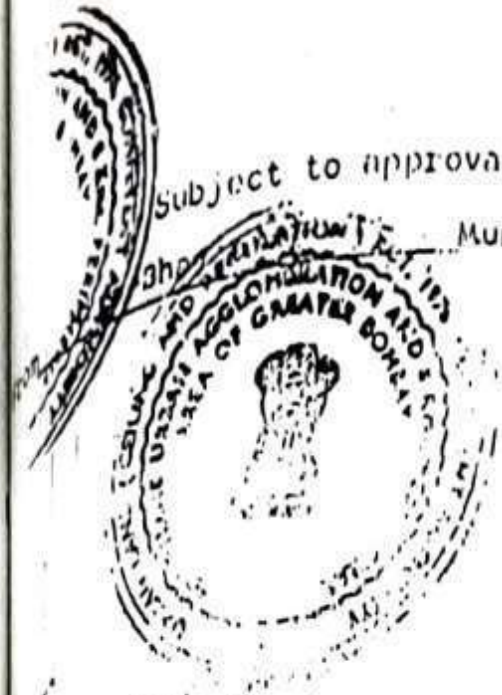
1. 41 Nos. of tenements upto 20.00 sq. m.
Plinth Area.

No. of Tenements to be
sold to Government at
fixed rate

1. 01 Nos. of tenements upto 10.00 sq. m.
Plinth Area.

Subject to approval of building plans.

Municipal Corporation Council.



M. V. V.
Adl. Collector & Competent
Authority (Urban Land Ceiling)
Thane Urban Agglomeration,
Ex-officio Deputy Secretary
to Government in Housing and
Special Assistance Department.

Shri K. L. ...
West View Hill, A-2/1, Sector-2
Mira Road, Mira-Road (E) Thane.

Submitted to -
Secretary Housing & Special Assistance Department,
Wardalaya, Bombay-400 022.

For order with compliments to -

The Chief Officer/
Municipal Corporation Council for information and with request not to
issue occupation certificate under M.O.C. regarding handing
over of 102 tenements to Govt. is issued by this office to the
Scheme holder.

The Sub-Registrar, Thane.

Office Copy.



दस्तावेज-४
२५५ / १००९
५६/६६

THE ESTATE INVESTMENT CO. PRIVATE LTD.

19-10-1953
 19-10-1953
 19-10-1953

3rd March 1953

Dear Sir,

Sub: Old Survey No. 662
 New Survey No. 138
 Hissa No. 5 of village Bhayander
 Granting N. O. C.

Our name has been erroneously entered in the "Other Rights" column of the Record of Rights in respect of the following Survey Number which are Suli land:

Old Survey No.	New Survey No.	Village	Area a-c-a	Assessment
662	138	Bhayander	1-21-12	2.05

- Name of the Occupants:
- 1) Jannabai Ragho P. Patil
 - 2) Ganpat Ragho P. Patil
 - 3) Kamalakar Ragho P. Patil
 - 4) Harishwar Ragho P. Patil

We have, therefore, to request you kindly to remove our name from the "Other Rights" column of the Record of Rights in respect of the above land after following due procedure of the law.

Yours faithfully,
 For THE ESTATE INVESTMENT CO. PVT. LTD.,

R. V. Shetty
 Constitutional Attorney
 12/10/53
 Registered Office of Firms
 Bombay



रमम-४
 २२५५ / १००५
 ५००८

क्र. महसूल/कक्षा-१/टे-१/पनसरी/ससआर-३५८/१५
जिल्हाधिकारी कार्यालय, ठाणे
दिनांक :- ५/१/१९९५

वाचणे :-

- १) श्री. गणपत राघो पाटील व इतर रा. नवघर (भाईंदर) ता. ठाणे यांचा अर्ज दि. ३१/१०/९४
- २) ज्येष्ठभागीय अधिकारी ठाणे विभाग ठाणे यांचे याचि आदेश क्र. टीडी/४/टीएनसी/ससआर-१७२/९४ दि. ६/१०/९४
- ३) दि. इस्टेट इन्व्हेस्टमेंट क. प्रा. लि. यांचे तहसिलदार ठाणे यांना लिहिलेल्या पत्र क्र. ईआय/३०४ दि. ३० मार्च १९९३ ची प्रत.
- ४) तहसिलदार ठाणे यांचेकडील अहवाल क्र. महसूल/कक्षा-१/टे-२/जमिनबाब/वशी/ससआर-१५८/९४ दि. १२/९४
- ५) अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संपूलन ठाणे यांचेकडील आदेश क्र १) क्र. युसलसी/टी३/भाईंदर/ससआर २७७ दिनांक २२/६/९४ व २) क्र. युसलसी/टी३/डब्ल्यू सस. स्थ. सस. २०/ससआर-६९४ दिनांक ५/९/९४
- ६) मुख्याधिकारी, मिरा भाईंदर नगर पालिका परिसर यांचेकडील जा. क्र. न.वा/नर/२३९९/५७४४/९४-९५ दि. १५/१०/९४

आदेश :-

ज्या अर्था, श्री गणपत राघो पाटील व इतर रा. नवघर (भाईंदर) तालुका ठाणे जि. ठाणे यांना ठाणे जिल्ह्यातील ठाणे तालुक्यामधील गोजे नवघर (भाईंदर) या ठिकाणी स. नं. ४६२/५ नविन रा. नं. १३८/५ मधील आपल्या मालकीच्या जमिनीतील ६२५०=०० चौ. मि. बसवण्या जागेचा रहिवास्त या बिगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केला आहे.

त्या अर्था, आता महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे धारम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यात आलेल्या अधिकाऱ्यांचा वापर करून उक्त जिल्हाधिकारी, याद्वारे १) श्री. कमलाकर राघो पाटील २) छाया कमलाकर पाटील ३) रेश्मा कमलाकर पाटील ४) किशोर कमलाकर पाटील ५) प्रमीला कमलाकर पाटील ६) अयाचीकेश कमलाकर पाटील ७) गणपत राघो पाटील ८) मनोज गणपत पाटील ९) रमेश गणपत पाटील १०) वनीता गणपत पाटील ११) हरिश्चंद्र राघो पाटील १२) लता हरिश्चंद्र पाटील १३) देवयानी हरिश्चंद्र पाटील १४) नितीन



०२/-

ट न म - ४
२५५ / १००५
६० २६

१५) माधुरी हरिश्चंद्र पाटील १६) नर्मदा पंढरीनाथ महाजो
 विनायक वारे १८) पुर्णिमा रमेश पाटील रा. नवघार (भाईंदर)
 नविन १३८/५ मधील ६२५०=०० चौ.मी. पेकी डी.पी. रोड
 २३१९=०० चौ.मी. व बागेसाठी आरीशत ४३३=०० चौ.मी. असे संपूर्ण
 रट्टिवात / ~~अथवा~~ या बिगर शेतकी प्रयोजनार्थ वापर करण्याबाबत
 अनुज्ञा (परमिशन) देत आहेत.

अनुज्ञा अर्जा :-

१) ही परवानगी अधिनियम त्याठाली केलेले नियम यांना अधिन ठेवून देण्यात आलेली आहे.

२) अनुज्ञासाठी व्यक्तीने (ग्रन्तीने) अशा जमिनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग, उक्त जमिनीचा ज्या प्रयोजनार्थ उपयोग करण्यांत परवानगी देण्यांत आली असेल त्या प्रयोजनार्थच व्हावे पाहिजे. आणि त्याने अशा जमिन किंवा तिचा कोणताही भाग इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे व्हावे म्हणून तशा अधिकाऱ्याकडे लेखी परवानगी मिळविल्या शिवाय वापर करता कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.

३) अशा परवानगी प्राप्त झाल्यावर अशा भूखंडाची किंवा त्याचे जे कोणतेही उपभूखंड करण्याबाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आपली जबाबदारी करता कामा नये.

४) अनुज्ञासाठी व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका अधिकाऱ्यांच्या यांचे समाधान होईल अशा रितीने अशा जमिनीत रस्ते, गटारे व बांधून आणि (ब) भूगापन विभागाकडून अशा भूखंडाची मोजणी व त्याचे त्रिमांजन करून ती जमिन या आदेशाच्या तारखेपासून एक वर्षाच्या आत मंजूर आराखड्याप्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रितीने ती जमिन विकसित केली जाईल तर त्याने त्या जमिनीची कोणत्याही रितीने विल्हेवाट लावता कामा नये.

५) अनुज्ञासाठी व्यक्तीस असा भूखंड विकायचा असेल किंवा त्याची इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञासाठी व्यक्तीने तो भूखंड या आदेशात

००३/-



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आणि सनदीमध्ये नमुद केलेल्या शर्तपि पालन करूनच विकणे किंवा अशा शर्त-
नुसार त्याची अन्य प्रकारे विलेखाट तावणे आणि त्याने निष्पादित केलेल्या
विलेखात तसा ठास उल्लेख करणे हे त्याचे कार्य असेल.

6) या सोबत जोडलेल्या स्थाळ आराखाड्यात आणि / किंवा इमारतीच्या
मकाशात निर्दिष्ट केल्याप्रमाणेच इतक्या जोते क्षेत्रावर बांधकाम करण्याविषयी
ही परवानगी देण्यात आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या-
प्रमाणेच उर्वरित क्षेत्र घिना बांधकाम मोकळे सोडले पाहिजे.

6.3) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्या-
चे असू नये.

6) प्रस्तावित इमारत किंवा कोणातेही काम (असल्यास) याच्या बांधकामास
सुरुवात करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने (गृह्णीने) नगरपालिका यांची असा
बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर
बांधकाम करणे असेल.

7) अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्याप्रमाणे सिमातक
मोकळे अंतर (ओपन मार्गिनल डिस्टन्सेस) सोडले पाहिजे.

8) या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही
व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनासाठी वापर करण्यास सुरुवात
केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यात आला असेल तर ती
गोष्ट अलाहिदा.

9) अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यात
आली असल्याचे समजण्यांत येईल.

10) अनुज्ञाग्राही व्यक्तीने अशा जमिनीचा बिगरशेतकी प्रयोजनार्थ वापर
करण्यात ज्या दिनांकास सुरुवात केली असेल / आणि किंवा ज्या दिनांकास त्याने
अशा जमिनीचा वापरात बदल केला असेल तर ती दिनांक त्याने एक महिन्याच्या
आत तलाठ्यामार्फत ठाणे तहसिलदारास कळविले पाहिजे. जर तो असे करण्यास
सुद्धे तर महाराष्ट्र जमिन महसूल (जमिनीच्या वापरातील बदल व बिगरशेतकी
प्रकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास
आता अनुज्ञाग्राही पात्र ठरेल.

11) अशा जमिनीचा त्या प्रयोजनार्थ वापर करण्यास अनुज्ञाग्राहीस परवानगी
देण्यात आली असेल त्या प्रयोजनार्थ वापर करण्यास प्रारंभ करण्याच्या दिनांका-

००४/-

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सदर अनुज्ञाग्राहीने त्या जमिनीच्या खंडात दर चौ.पि.मीचे राने ०.१०.११
अशा दराने बिगरशेतकी आकारणी दिली पाहिजे. अशा जमिनीच्या वापरात
कोणत्याही प्रकारचा बदल करण्यात आला तर त्या प्रसंगी निराळ्या दराने बिगर
शेतकी आकारणीच्या हमाची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट
घेणारात घेण्यांत येणार नाही.

दिनांक ३१/७/१९९१ रोजी अस्तित्वात हे असलेल्या दराने अकृषिक आकारणी
सदर आदेशामध्ये करण्यांत आलेली असती तरी महाराष्ट्र जमिन महसूल अधि-
नियम १९६६ मधील तरतूदीनुसार आणि त्या अनुषंगाने वेळोवेळी तयार करण्यांत
आलेल्या प्रचलित निमानुसार दिनांक १/८/१९९१ पासून अकृषिक आकारणीचे हे
परवानगीधारक अंमलात येतील त्या दरानुसार आकारणीची रक्कम भरणे
परवानगीधारक वर बंधनकारक राहिल. तसेच दिनांक १/८/१९९१ पासून
निरमित केलेल्या आदेशान्वये जरी जुन्या दराने अकृषिक आकारणीचे दर नमूद
के असल्यास जुने दर व नवीन अस्तित्वात येणारे दर यामधील फरकाची रक्कम
भरणे परवानगीधारकावर बंधनकारक राहिल. त्याचप्रमाणे स्मृतरात कराचे
कराची रक्कम भरणे हे देखील अनुज्ञाग्राही यांचेवर बंधनकारक राहिल.

जमिनीच्या बिगरशेतकी वापरास सुरुवात केल्यापासून रक महिन्याच्या
आत अनुज्ञाग्राहीने जमिनीच्या मोजणीची फी दिली पाहिजे.

भूमापन विभागाकडून जमिनीची मोजणी करण्यांत आल्या नंतर अशा
जमिनीचे जितके क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशांत
आणि सनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगरशेतकी आकारणी यात बदल
करण्यांत येईल.

सदर जमिनीच्या बिगरशेतकी वापरास प्रारंभ केल्याच्या दिनांकापासून
दोन वर्षांच्या कालावधीत अनुज्ञाग्राहीने अशा जमिनीवर आवश्यक ती इमारत
बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द झाल्यात येईल. व अनुज्ञाग्राही
जाना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

पूर्वीच मजूर केलेल्या नकाशावर हवूम अगोंदेरच बांधलेल्या इमारतीत
अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये, किंवा तीमध्ये कोणताही
बदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करणा-
ऱ्या जिल्हाधिकारी याची परवानगी घेतली असेल आणि अशा भरीय किंवा
फेरबदलीचे नकाशे मजूर करून घेतले असतील तर ती गोष्ट वेगळी.

अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरात अस्वच्छता व घाण निर्माण



०५/-

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कोणार नाही अशा रितीने आपल्या स्वतःचा वापसि आपली पाणी
 सुरक्षाधी व सांडपाण्याची निचरा करण्याची व्यवस्था केली पाहिजे.

१८) जमिनीच्या शिगरशेतकी वापरास प्रारंभ केल्याचा दिनांकापासून एक
 महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमिन महसूल (जमिनीच्या
 वापरात बदल व शिगरशेतकी आकारणी) नियम १९६९ च्या अन्वये अनुभूषी वाळवणे
 यंत्रणेच्या नमुन्यात एक सनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट
 करणे तातूंत अंमलकारक असेल.

१९) या आदेशांत आणि सनदीमध्ये नमूद केलेल्या शर्तपिकी कोणत्याही
 जातीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त जीर्णोद्धारानिष्ठाच्या उपबंधांमध्ये
 असा अनुज्ञाग्राही ज्या कोणत्याही शास्त्रीस पात्र ठरेल त्या शास्त्रीस यांच्या
 न देऊ देता ठाण्याच्या जिल्हाधिकारी-वास तो निर्दिष्ट करेल असा दंड आणि
 आकारणी भरल्यानंतर उक्त जमिन किंवा भूखंड अर्जदाराच्या ताब्यात राहू
 देण्याचा अधिकार असेल.

२०) वरील खंड (अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या
 तरतूदी विरुद्ध जावून कोणतीही इमारत किंवा बांधकाम उभे करण्यात आले
 असेल किंवा अशा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर
 करण्यात आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रितीने उभारलेली
 इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या
 जिल्हाधिकारी-वाने निर्देश देणेविषयी संमत असेल. तसेच ठाण्याच्या
 जिल्हाधिकारी-वाला अशा इमारत किंवा बांधकामे काढून टाकण्याचे किंवा
 तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रित्यर्ष आलेला उर्ध
 अनुज्ञाग्राही व्यक्तीकडून जमिन महसुलाची धाक्याकी म्हणून तसूल वस्तु घेण्याचा
 अधिकार असेल.

२१) दिलेली ही परवानगी मुंबई कुव्हीट व शेतजमिन अधिनियम १९४८
 महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इत्यादी
 तरतूदा त्या त्यावेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणत्याही
 उल्लंघन प्रकरणाच्या अन्य सर्वोच्च बाबीच्या जाबतीत लागू होतील त्या
 उल्लंघनाच्या अधिन असेल.

२२) हा आदेश निर्गमित केल्याच्या दिनांकापासून तीस दिवसांच्या आंत



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शहरशेतकी आकरणीच्या तिप्पट रक्कम म्हणजे रु. ३६९३=०० (ब्रह्मारी सम्ये
तिन हजार सहाशोः श्याबेसत मात्रा) इतकी रक्कम समांतर वर (कन्व्हर्शन टॅक्स)
म्हणून अनुज्ञाग्राही व्यक्तीने भरली पाहिजे. जर असे करण्यास तो ज्वर करील तर
ही रक्कम शहरशेतकी वापराबाबत देण्यात आलेली परवानगी रद्द होण्यास
पात्र ठरेल. या कराची रक्कम संपादित तहसिलदाराकडे भरली पाहिजे.

२२) अनुज्ञाग्राही यांनी मिरा-भाईदर नगरपालिका/पंचिअट मंजूर नकाशावर
सूक्ष्म बांधकाम केले पाहिजे.

२३) अनुज्ञाग्राही यांनी मिरा-भाईदर नगरपालिका/पंचिअट पालेअडीत बांध-
काम नकाशा व्यक्तीरित्त जादा बांधकाम केल्यास अगर बांधकामामध्ये बदल
करून जादा घटई क्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक
नगररचना अधिनियम १९६६ चे क्लम ५२ अन्वये फौजदारी स्वत्वाचा गुन्हा दाखल
करणेत पात्र राहतील व असे पादा बांधकाम दूर करणेत पात्र राहतील.

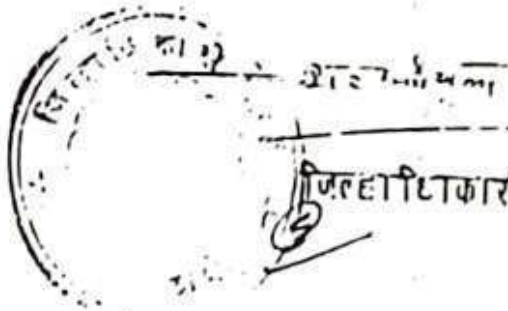
२४) अपर जिल्हाधिकारी व तक्षमप्राधिकारी ठाणे नागरी संतुलन ठाणे
यांना त्यांचेकडील आदेशा जाऊ. पुणतसी/टीए/डब्ल्यूएतएतए/२०/एतआर-६९४
दिनांक ५/९/९४ अन्वये प्रश्नांविषी जाग्रेमध्ये कमाल जमीन धारणा कायदा १९७६
चे क्लम २० अन्वये योजना मंजूर केलेली असून सदरहू आदेशामध्ये नमूद केल्याप्रमाणे
ठराविक मापाध्यासदनिका बांधणे हे परवानगीधारक याचेवर बंधनकारक
राहिल. त्याचप्रमाणे ज्या तदनिका शासनाकडे दर्ज करणेचा आहेत त्यांचा
ताबा शासनास देणे हे परवानगीधारक याचेवर बंधनकारक राहिल.

सही/-

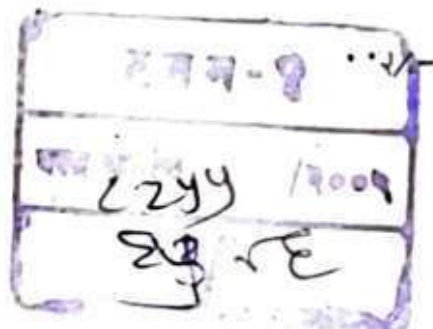
(अरविंद रेड्डी)

जिल्हाधिकारी, ठाणे

प्रत :- श्री. गणपत राघो पाटील व इतर १७ रा. नवंबर (भाईदर) ता. ठाणे



जिल्हाधिकारी ठाणे करिता



NO.ULC/TA/W.S.H.S.- 20/S.R.694,
Office of the Addl. Collector &
Competent Authority, Thane Urban
Agglomeration, Collectorate Bldg.,
2nd floor, Thane.
Dated - 01/10/2002.

READ

1. This office orders No. ULC/TA/W.S.H.S.20/S.R.-694
Dated- 05/09/1994.
2. Government order in Marathi No Najaka- 1095 /6182/
Najakada -3 dated - 15.10.1997.
3. Application from M/s. Shalimar Builders Dt. "Nil".

CORRIGENDUM

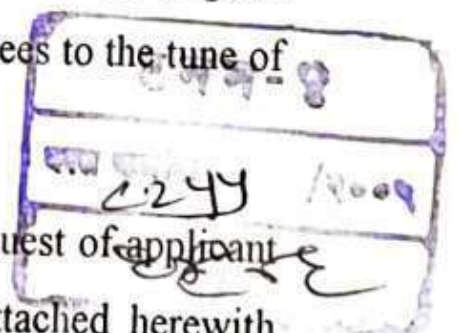
WHEREAS this office has granted exemption to Shri. Ganpat Ragho Patil, u/s 20 of U.L.C.R. Act to the applicant for construction of dwelling units on the terms and condition mentioned in the order No . ULC /TA/ W.S.H.S. -20 / S.R-694, Dt- 05/09/1994. In respect of surplus vacant land bearing S.No. Old - 462/5 (138/5 New) admeasuring 1931.00 Sq. Mts. situated at village - Navghar , Tal .& Dist. Thane

WHEREAS the applicant had to surrender 10 % built up area in form of tenement for the allotment to the Govt. nominees i.e. 164.14 Sq. Mtrs. at predetermined price.

WHEREAS the Govt. of Maharashtra in Housing & Special Assistance Department informed to reduce this 10 % area to 5% for the scheme sanctioned after 30.1.90. as per the order of Hon. Supreme Court of India .

WHEREAS the applicant has applied for modification of original order & requested to reduce the percentage for Govt. nominees to the tune of 5 % vide his application Dt. Nil.

WHERE AS the undersigned is satisfied with the request of applicant and is pleased to amend the order as per the schedule attached herewith subject to condition that if the F.S.I of the D.P Road is used on the surplus vacant land the land holder / developer will have to surrender 5%of this F.S.I. in the form of tenement's to Government.



As per Govt. order, the percentage of tenement to be surrendered to Govt. for allotment to govt. nominees is reduced to 5% of total number of tenement to be constructed on the exempted land. However this will not affect the number of tenement's already surrendered to Govt. if they constituted more than 5% as calculated above and the holder will have no right to ask for return of any of the tenement so surrendered.

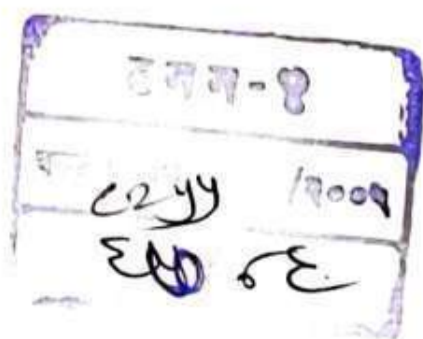
All other condition mentioned in the order dated 05/09/94 are remain unchanged.



(V.A.SAPKAL.)

**Addl. Collector & Competent Authority,
Thane Urban Agglomeration, Thane.**

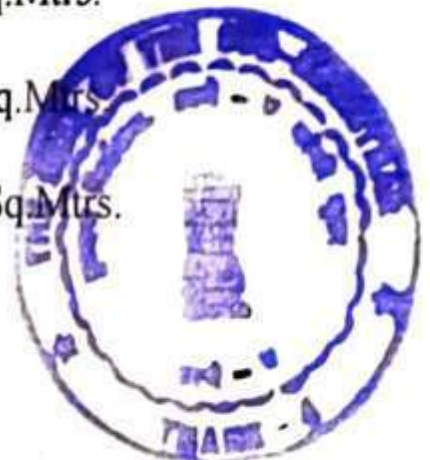
To,
Shri. Ganpat Ragho Patil,
C/o. M/s. Shalimar Builders,
Shop No. 4, Saphiya Manzil,
Near Jama Masjid,
Nayanagar, Mira -Rd. (E).



SCHEDULE


Details regarding applicant and the vacant land for which the exemption is sought under section 20 of Urban Land (Ceiling & Regulation) Act. 1976

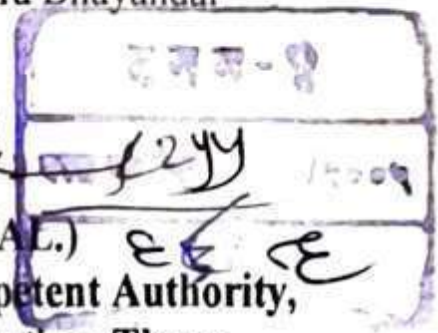
1. Name & Address of the person holding the land - Shri. Ganpat Ragho Patil,
C/o. M/s. Shalimar Builders,
Shop No. 4, Saphiya Manzil,
Near Jama Masjid,
Nayanagar, Mira - Rd. (E).
2. Status of the person - Individual
3. Date of Application - Nil.
4. Name of Urban Agglomeration in which the exemption is sought. - Thane Urban Agglomeration & 8 K.M.S. Peripheral Area of Greater Bombay.
- 5.a) Description & property for which exemption is sought.
District - Thane
Taluka - Thane
Village - Navghar.
- b) S.No. - Old - 462/5 (New - 138/5).
- c) Total probable surplus area in Sq. Mtrs. - 1931.00 Sq.Mtrs.
- d) Total area under scheme - 1931.00 Sq.Mtrs.
- e) Area of land to be exempted - --
- f) Area under compulsory open space - 289.65 Sq.Mtrs.
- g) Non buildable area under scheme - 1641.35 Sq.Mtrs.
- h) Built-up area to be sold to Govt. nominees at fixed rate - 82.06 Sq.Mtrs.
- 6) Total No. of tenement to be constructed.
a) Tenement upto 40Sq. Mtrs. 41 Nos.
- 7) No. of tenements to be sold to Government nominees at fixed rate.
a) Tenement upto 40 Sq. Mtrs. 02 Nos.



Subject to approval of building plans from Mira Bhayandar

Municipal Corporation.


(V.A.SAPKAL.)
Addl. Collector & Competent Authority,
Thane Urban Agglomeration, Thane.



क्र.युएलसी/टिए/एटीपी/कलम २०/एस.आर.६९४,
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे,
दिनांक - ०९/११/२००२.

प्रति,
श्री. गणपत राघो पाटील,
द्वारा- मे. शालीमार बिल्डर्स,
शॉप नं. ४, साफीया मंडील, जागा भरिजद जवळ,
नया नगर, मिरा-रोड (पूर्व),
ता. जि. ठाणे - ४०११०७.

विषय - ना.ज.क.धा. अधिनियम १९७६,
कलम २० खालील दुर्बल घटक घरबांधणी
योजनेतील सदनिकांचे दर निश्चीतीबाबत...
जमीनधारक - श्री. गणपत राघो पाटील,
मौजे-नवघर, ता. जि. ठाणे.
स.क्र. ४६२/५ (जुना), १३८/५ नविन.
योजनेखालील क्षेत्र - १९३१.०० चौ. मी.
संदर्भ - मे. शालीमार बिल्डर्स यांचा विनंती अर्ज
दि. "निरंक".

महोदय,

वरील संदर्भिय पत्रान्वये आपल्या योजनेतील खुल्या बाजारातील सदनिका विक्रीचा दर व शासन नामनिर्देशित व्यक्तींसाठी राखीव असणाऱ्या सदनिकांचा दर निश्चित करणेसाठी या कार्यालयाकडे विनंती केलेली आहे. शासन परिपत्रक दिनांक २७/७/८७ तसेच दिनांक २९/१२/९० अन्वये ठरवून दिलेल्या सूत्राप्रमाणे तांत्रिक छाननि करून योजनेतील खुल्या बाजारातील सदनिकांचा विक्रीचा दर रु.६५७/- प्रति चौ. फुट इतका हिशोबीत होत आहे तसेच ५% शासननामनिर्देशित व्यक्तींसाठी राखीव असणाऱ्या सदनिका विक्रीचा दर रु. ४१५/- प्रति चौ. फुट इतका हिशोबीत होईल. त्यानुसार सदनिकांची विक्री व्हावी, तसेच प्रस्तुतच्या दरास पूर्वलक्षी प्रभाव असणार नाही याची नोंद घ्यावी.

खुल्या बाजारातील सदनिका विकताना मा. सर्वोच्च न्यायालयाचे निर्देशाचे काटेकोरपणे पालन होणे आवश्यक आहे.

१. या निर्देशानुसार योजनेतील खुल्या बाजारातील सदनिका वरीलप्रमाणे निश्चित केलेल्या दरानेच विकण्यात याव्यात.
२. हा निश्चित केलेला दर नमुद करून योजनेची जाहीरात दोन स्थानिक वर्तमानपत्रात द्यावी.
३. योजनेतील सदनिका खरेदी करण्यासाठी येणाऱ्या व्यक्तींच्या अर्जाची नोंद घ्यावी खास - ७
विहित नमुन्यातील ठेवलेल्या रजिस्टरमध्ये ठेवण्यात यावी.
४. प्रत्येक अर्जाची एक प्रत या कार्यालयाकडे पाठवावी.
५. वरील प्रमाणे ठेवलेले रजिस्टर दर महिन्याच्या ५ तारखेच्या आंत या कार्यालयास पडताळणीसाठी दाखवावे.
६. सदर सदनिका समाजातील आर्थिक दृष्ट्या दुर्बल घटकांनाच विक्यावी.
७. एका कुटुंबाला एकच सदनिका विकण्यात यावी.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे.

क्र.युएलसी/टिए/एटीपी/कलम २०/एस.आर.६९४,
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे,
दिनांक - ०९/०९/२००२.

प्रति,

श्री. गणपत राघो पाटील,
द्वारा- मे. शालीमार बिल्डर्स,
शॉप नं. ४, साफीया मंडील, जामा मस्जिद जवळ,
नया नगर, मिरा-रोड (पूर्व),
ता. जि. ठाणे - ४०११०७.

विषय - ना.ज.क.धा. अधिनियम १९७६,
कलम २० खालील योजनेस मुदतवाढ मिळणेबाबत...
जमीनधारक - श्री. गणपत राघो पाटील,
मौजे-नवघर, ता. जि. ठाणे.
स.क्र. ४६२/५ (जुना), १३८/५ नविन.
योजनेखालील क्षेत्र - १९३१.०० चौ. मी.

संदर्भ - मे. शालीमार बिल्डर्स यांचा विनंती अर्ज दि. "निरंक".

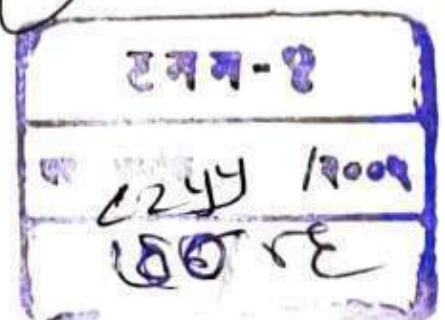
महोदय,

उपरोक्त विषयासंदर्भात आपणांस कळविणेत येते की, खालील अटी व शर्तीच्या अधीन राहून योजनेतील बांधकाम आठ महिन्यात पूर्ण करण्यास या कार्यालयाची हरकत नाही.

१. योजना आदेश क्र. युएलसी /टिए/डब्ल्यु.एस.एच.एस. २०/एस.आर. ६९४, दिनांक ०५/०९/१९९४ मधील इतर अटी व शर्ती पूर्वी प्रमाणेच योजनाधारक / विकसक यांच्यावर बंधनकारक राहतील याची कृपया नोंद घ्यावी.
२. योजनेतील बांधकाम आठ महिन्यात पूर्ण करून दोन सदनिका शासन नामनिर्देशित व्यक्तींसाठी हस्तांतरीत कराव्यात.



अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन ठाणे.



क्र.युएलसी/टिए/एटीपी/कलम २०/एस.आर. ६९४.
अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे,
दिनांक - १/११/२००२.

प्रति,
श्री. गणपत राघो पाटील,
द्वारा- मे. शालीमार बिल्डर्स,
शॉप नं. ४, साफीया मंडील, त्रामा मस्जिद जवळ,
नया नगर, मिरा-रोड (पूर्व),
ता. जि. ठाणे - ४०११०७.

विषय - ना.ज.क.धा. अधिनियम १९७६,
कलम २० खालील योजना....
जमीनधारक - श्री. गणपत राघो पाटील,
मॉजे-नवघर, ता. जि. ठाणे.
स.क्र. ४६२/५ (जुना), १३८/५ नविन.
योजनेखालील क्षेत्र - १९३१.०० चौ. मी.

संदर्भ - मे. शालीमार बिल्डर्स यांचा विनंती अर्ज
दि. "निरंक".

महोदय.

उपरोक्त विषयासंदर्भात आपणांस कळविणेत येते की, खालील अटी व शर्तीच्या अधीन राहून योजनेतील सदनिकांच्या नोंदणीस या कार्यालयाची हरकत नाही.

१. मूळ योजना आदेश क्र. युएलसी/टिए/ एटीपी/डब्ल्यु.एस.एच.एस. २० / एस.आर.६९४, दि.०५/०९/१९९४मधील इतर अटी व शर्ती पूर्वी प्रमाणेच योजनाधारक / विकासकत याबाबत बंधनकारक राहतील.
२. मा. सर्वोच्च न्यायालयाने दि. ३१/१/१९९० रोजी कलम २० खालील योजनेबाबत दिलेल्या निर्णयाचे काटेकोरपणे पालन करणेत यावे.
३. योजनेतील खुल्या बाजारातील सदनिका रु. ६५७/- प्रति चौ.फुट या दराने विकाव्यात व त्यासाठी ठेवलेले रजिस्टर विहित नमुन्यात भरून या कार्यालयास पडताळणीसाठी दर महिन्याच्या ५ तारखेच्या आत सादर करावे.

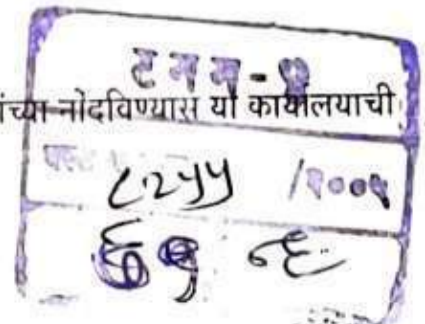
[Handwritten Signature]

अपर जिल्हाधिकारी व सक्षम प्राधिकारी,
ठाणे नागरी संकुलन, ठाणे.

प्रत - सह जिल्हा निबंधक, ठाणे.

प्रत - दुय्यम निबंधक, ठाणे - क्र. ७,

यांना कळविणेत येते की, विषयांकीत क्षेत्रातील सदनिकांच्या नोंदविण्यास या कार्यालयाची हरकत नाही



PROPOSED BUILDING IN PLANNED ZONE
 DIST. THANE - AT NH 48/5
 N.C. THANE

APPROX. HEIGHT OF BUILDING
 APPROX. AREA OF BUILDING

PROPOSED BUILDING IN PLANNED ZONE
 DIST. THANE - AT NH 48/5
 N.C. THANE

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 APPROX. AREA OF BUILDING

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 DIST. THANE - AT NH 48/5
 N.C. THANE

APPROX. HEIGHT OF BUILDING
 APPROX. AREA OF BUILDING

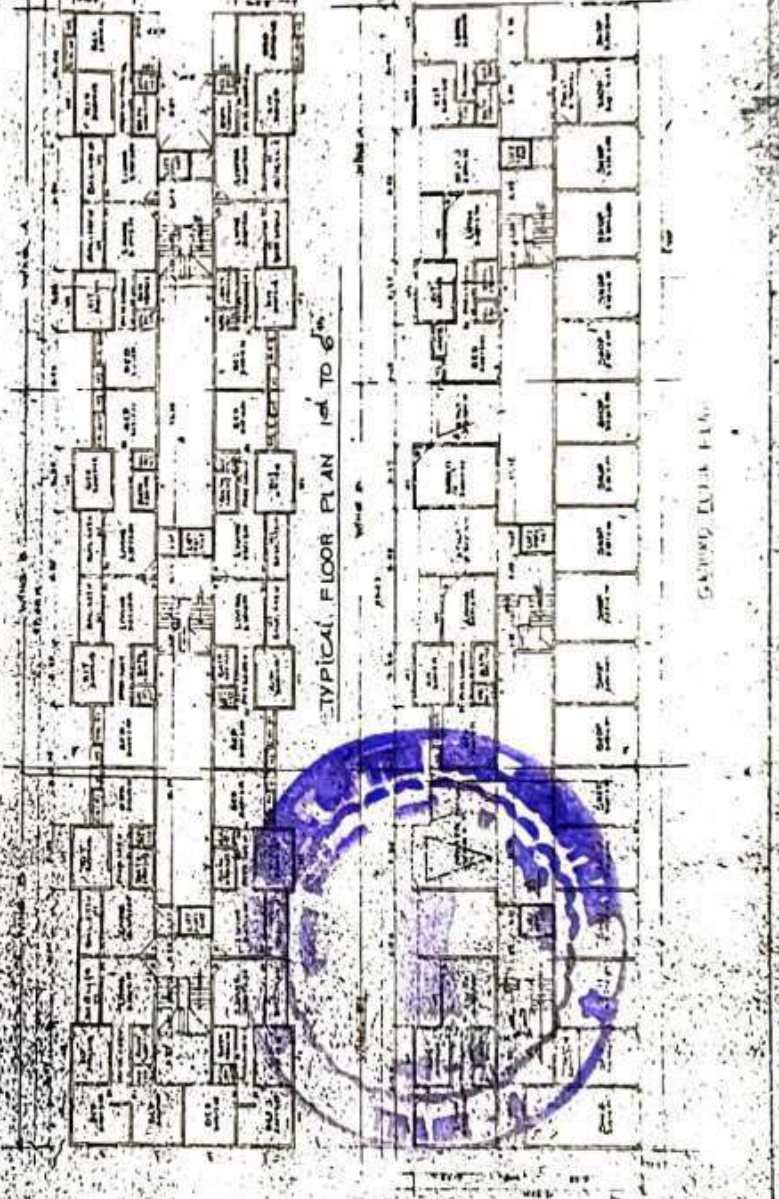
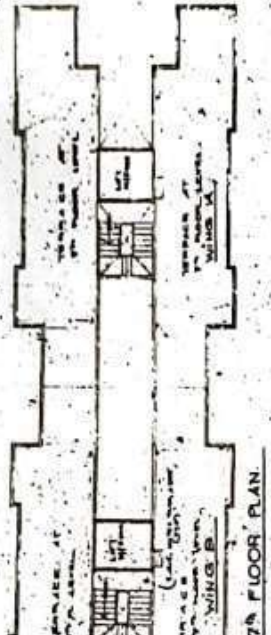
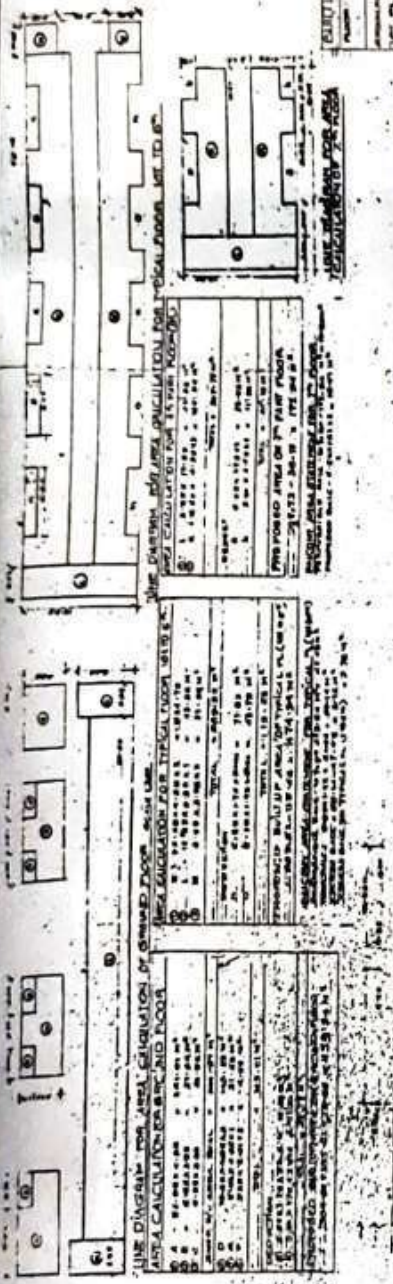
PROPOSED BUILDING IN PLANNED ZONE
 DIST. THANE - AT NH 48/5
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 N.C. THANE

APPROX. HEIGHT OF BUILDING
 APPROX. AREA OF BUILDING

PROPOSED BUILDING IN PLANNED ZONE
 DIST. THANE - AT NH 48/5
 N.C. THANE



GROUP AREA CALCULATION

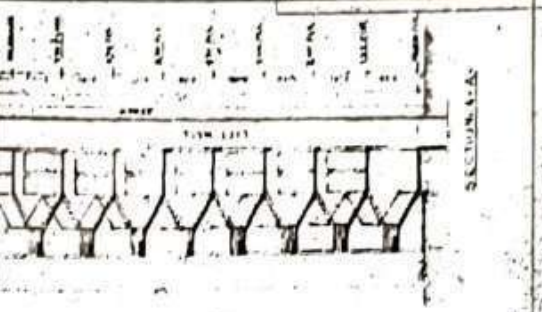
GROUP	AREA	PERCENTAGE
GROUP 1	1000	10%
GROUP 2	2000	20%
GROUP 3	3000	30%
GROUP 4	4000	40%
GROUP 5	5000	50%
GROUP 6	6000	60%
GROUP 7	7000	70%
GROUP 8	8000	80%
GROUP 9	9000	90%
GROUP 10	10000	100%

SCALE BILL OF DOORS & WINDOWS

ITEM	QUANTITY	UNIT	REMARKS
DOOR	10	NO.	...
WINDOW	20	NO.	...
...

TRADING AREA STATEMENTS

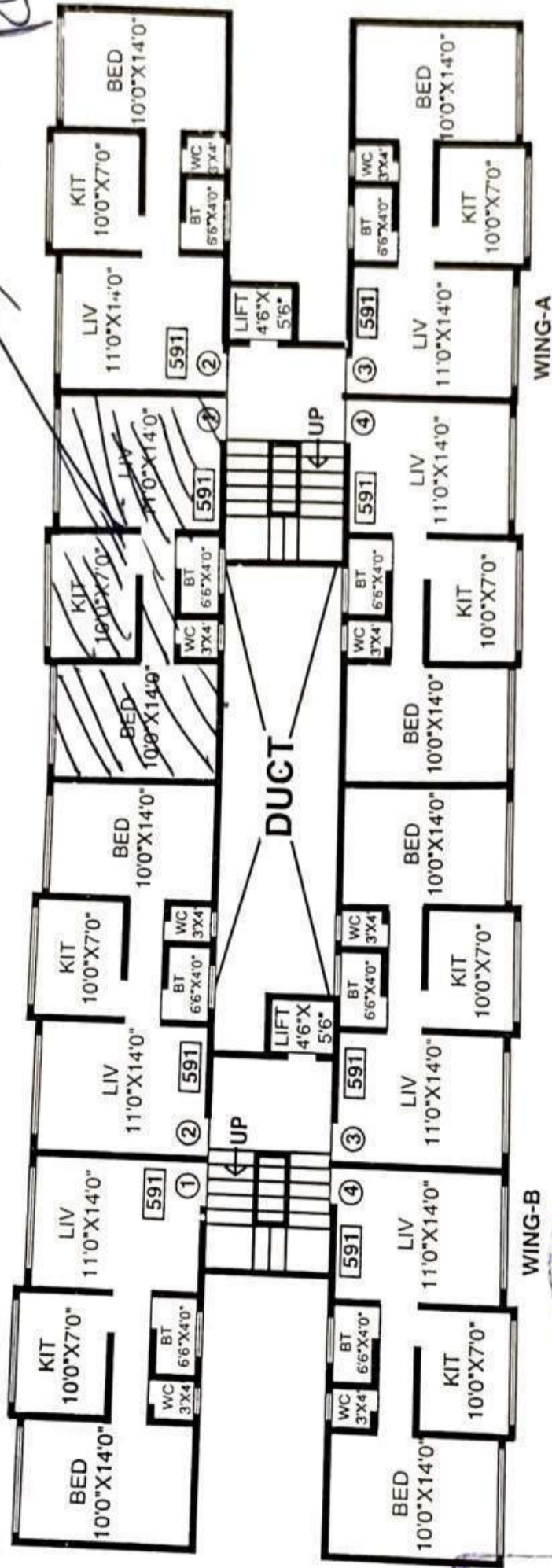
TRADING AREA	AREA	PERCENTAGE
TRADING AREA 1	1000	10%
TRADING AREA 2	2000	20%
TRADING AREA 3	3000	30%
TRADING AREA 4	4000	40%
TRADING AREA 5	5000	50%
TRADING AREA 6	6000	60%
TRADING AREA 7	7000	70%
TRADING AREA 8	8000	80%
TRADING AREA 9	9000	90%
TRADING AREA 10	10000	100%



उत्तर-४
 २२५५ / २००५
 ६०५६

ACCORD CASTLE

Handwritten notes and signature: *30/01/19*, *20/01/19*, *20/01/19*



TYPICAL FLOOR PLAN



FLAT NO.	_____	PURCHASER'S SIGN.	For SAVALIA REALTOR S PVT.LTD.
FLOOR	_____		
WING	_____		
AREA	_____		
		_____	DIRECTOR

Friday, November 25, 2005

4:17:52 PM

पावती

Original

नोंदणी 39 म.
Regn. 39 M

गावाचे नाव नवघर

दस्तावेजाचा अनुक्रमांक

दस्ता वेजाचा प्रकार

पावती क्र. : 7158

दिनांक 25/11/2005



सादर करणाराचे नाव: मे. सावलीया रिअल्टर्स प्रा. लि. चे डायरेक्टर रोशन - मातू

नोंदणी फी

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	:-	100.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (10)	:-	200.00
एकूण रु.		300.00

आपणास हा दस्त अंदाजे 4:32PM ह्या वेळेस मिळेल

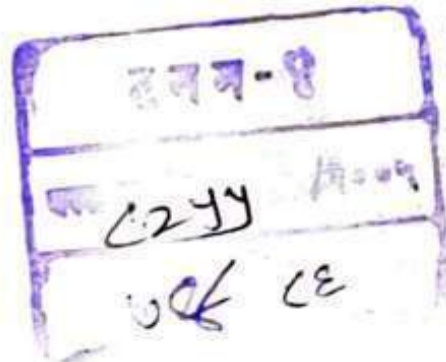
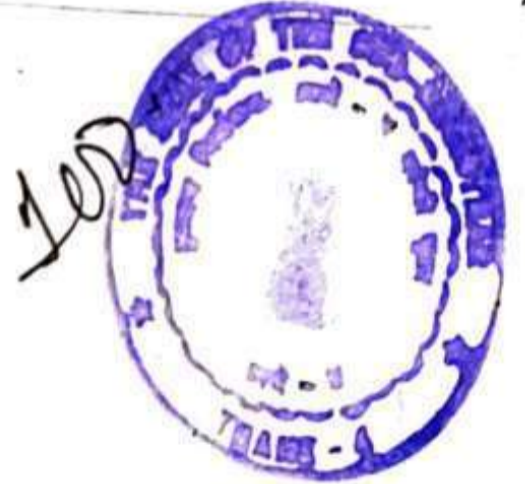
दुय्यम निबंधक
सह दु.नि.ठाणे 7

बाजार मुल्य: 1 रु.

मोबदला: 1 रु.

भरलेले मुद्रांक शुल्क: 200 रु.

Roshan-Matkar



भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

MAHARASHTRA

विक्रीचे ठिकाण : श्री साईबाबा झेरॉक्स सेंटर E 362497
कलेक्टर ऑफिस जवळ, ठाणे L. No.4/87
अनुक्रम नंबर. 22829... किंमत रुपये. 50
नाव..... R. Malu Mira Road
हस्ते..... N. Thakkar
दिनांक.....

मुद्राव...
कोषागार कार्यालय, ठाणे

26 OCT 2005

स्टॅम्प केंद्र
(सी. एस. एस. कुमडे)

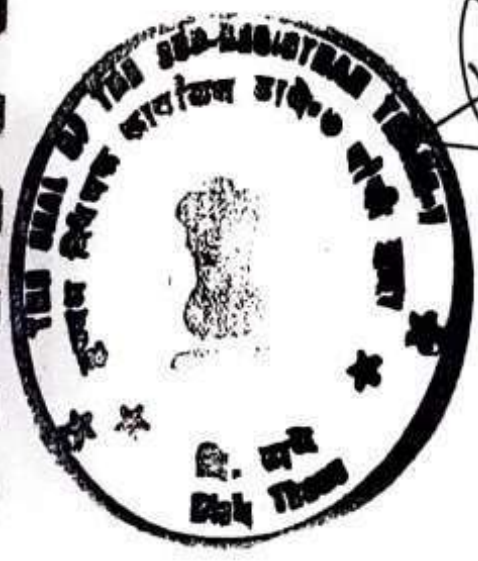
OCT 2005

Power



Shroonye

Ref.



टन नं-७
वस्तु क्रमांक
694/12005
9/90

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12005
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भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

E 362498

विक्रीचे ठिकाण : श्री साईबाबा झेरॉक्स सेंटर
कलेक्टर ऑफिस जवळ, ठाणे L. No.4/87

अनुक्रम नंबर 22821 दिनांक रुपये 22
नाव R. Mahu. Miya. Road
हस्ते N. Thalke

V. S. ...
कोचान्नार कार्यालय, ठाणे

दिनांक 26 OCT 2005

[Signature]
(सी एस. एम. दुगाडे)

[Signature]



[Signature]



न-४
244/2005
[Signature]

टनन-७
वसु उपांक ७१५/२००५
2/70

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

MAHARASHTRA

विक्रीचे ठिकाण : श्री साईबाबा झेरोक्स सेंटर E 362499
कलेक्टर ऑफिस जवळ, टाणे L No.4/87
अनुक्रम नं. 22826
नांव R. Maly Mira Road
हस्ते N. Thakkar
दिनांक 26 OCT 2005

मुद्रांक प्रमुख लिपिक

(सी एस एस दुगाडे)

Lover



Attorney Kethri



दस्तावेज-७
दस्तावेज क्रमांक 674/2005
3/90

दस्तावेज-४
6254/2005
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भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

MAHARASHTRA

E 362500

विक्रीचे ठिकाण : श्री साईबाबा झेराक्स सेंटर
फ्लेक्टर ऑफिस नंबर १, ११०/४८७

अनुक्रम नंबर 22827

नाव..... R. Malu, Mira Road

हस्ते..... N. Thakur

दिनांक.....

26 OCT 2005

(सि. एस. एस. दुग्ळे)

N
मुद्रांक प्रमुख लिपिक
कोदागार कार्यालय, ठाणे

Lower
Kashu
Kashu



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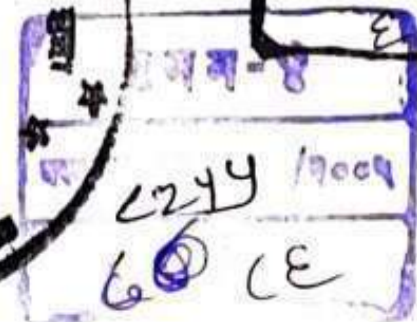
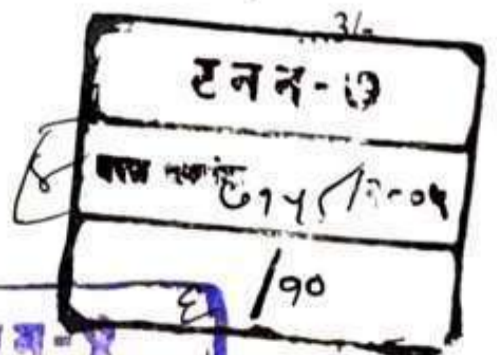
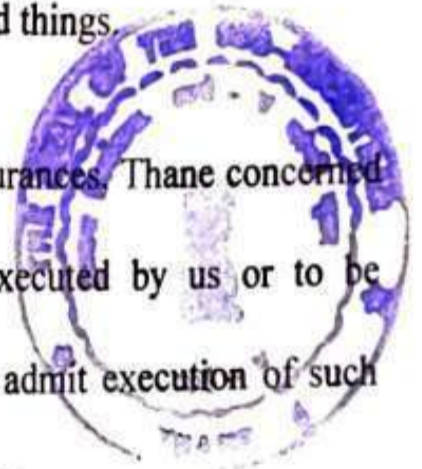
: 2 :

WHEREAS we are the Directors of **M/S. SAVALIYA REALTORS PVT.LTD.** and in the course of business are required to execute various documents including Agreement for sale of Flats/Flats/Offices and Deed of confirmation, Cancellation Deed, Rectification Deed and other agreement/s of already executed documents signed by us, individually.

AND WHEREAS we are desirous of appoint 1) **MAHESH THAKKER** 2) **KETAN MORE** & 3) **NITESH SALVI**, an Adults, Indian Inhabitants, having address at 8, Milan Plaza, 90 ft. Road, Bhayander, as our true and lawful attorney for the purpose of registration of such documents.

NOW KNOW by these presents, that **WE ROSHAN MALOO & PREMKUMAR CHAUHAN**, Directors of M/s. Savaliya Realtors Pvt Ltd. do hereby appoint, nominate, and constitutes the to 1) **MAHESH THAKKER** 2) **KETAN MORE** & 3) **NITESH SALVI**, as our true and lawful attorneys to do the following acts, deeds and things.

1. To appear before the Sub-Registrar of Assurances, Thane concerned in respect of any documents, here to before executed by us or to be executed by us, and for us and on our behalf to admit execution of such documents executed by us.



2. For us and on our behalf to present for registration of any documents here to before executed by us or to be executed by us as Director of M/S. **SAVALIYA REALTORS PVT.LTD.**

3. To do all acts, deeds and things for us and on our behalf to cause to attendance of our executing parties to any documents before the Sub-Registrar of Assurances, to make any application or submissions in writing for the purpose of effectively registering any documents as our said attorneys may deem fit and proper.

AND We ourselves agree to ratify and confirm all and whatsoever our said Attorney shall purpose to do or cause to be done by virtue of these presents.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of the land or ground situate lying and being at Village Navghar, Tal & Dist. Thane, bearing Survey No. 462, ^{NEW 138} Hissa No. 5, admeasuring _____ sq. yards i.e. _____ square meters, lying, being and situated at Village Navghar, Taluka & District Thane, within the limits of Registration and Sub Registration District of Thane and within the limits of Mira Bhayander Municipal Corporation and the project known as **ACCORD CASTLE**.

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



Chauh



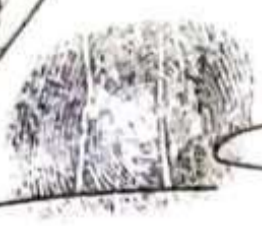
दस्तावेज-७
वस्तु क्रमांक: ७१५/२००९
दस्तावेज ७/१०/०४

२५५/२००९
७२७ ८६

(SPECIMEN SIGNATURE OF ATTORNEY HOLDERS)



Mahesh



MAHESH THAKKER



Ketan More



KETAN MORE



Nitesh Salvi



NITESH SALVI

IN WITNESS WHEREOF WE ROSHAN MALOO & PREM KUMAR CHAUHAN, Directors of M/s. Savaliya Realtors Pvt. Ltd. have put our hands on this 20 day of Nov, 2005 at Bhayander

SIGNED, SEALED AND DELIVERED by)

The withinnamed -EXECUTANTS)

1) ROSHAN MALOO)

2) PREM KUMAR CHAUHAN)

Directors of M/s. Savaliya Realtors Pvt. Ltd.)

In the presence of

Rohan Maloo



Prem Chauhan



1. |
2. |



दस्तावेज-४
क्र. ८२५५ / १००९
MLE

दस्तावेज-७
दस्तावेज क्र. ८२५५ / १००९
८ / १०

दुय्यम निबंधकः
सह पु.नि.ठाणे 7

दस्त गोषवारा भाग-1

टनन7

दस्त क्र 7158/2005

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7158/2005

मुखत्यारनामा

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

लिहून देणार

वय 37

सही



Ram

लिहून देणार

वय 39

सही



Ram

लिहून घेणार

वय 27

सही



Ram

लिहून घेणार

वय 28

सही



Ram

लिहून घेणार

वय 25

सही



Ram

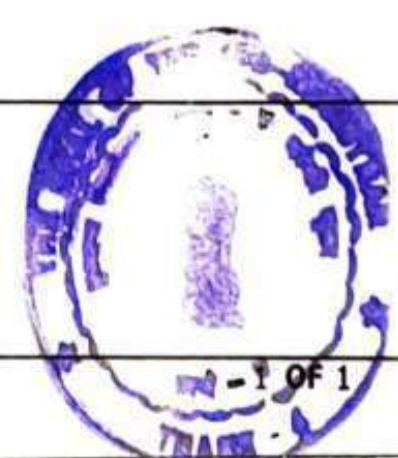
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 पक्षकाराचा रिजल्टस प्रा.ति. चे डायरेक्टर रोशन -
 पत्ता: वर/फ्लॅट नं: बी/102
 साखळीचे नाव: साखळीया
 इमारत नं: -
 पोस्टासाठी: -
 शहर/गाव: मिरारोड
 तालुका: -
 जिल्हा: -
 पिन नं: -

पक्षकाराचे नाव व पत्ता
 पक्षकाराचा रिजल्टस प्रा.ति. चे डायरेक्टर
 पत्ता: वर/फ्लॅट नं: वरीलप्रमाणे
 साखळीचे नाव: -
 इमारत नं: -
 पोस्टासाठी: -
 शहर/गाव: -
 तालुका: -
 जिल्हा: -
 पिन नं: -

पक्षकाराचे नाव व पत्ता
 पक्षकाराचा रिजल्टस प्रा.ति. चे डायरेक्टर
 पत्ता: वर/फ्लॅट नं: 8
 साखळीचे नाव: मितन प्लाझा
 इमारत नं: -
 पोस्टासाठी: -
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 तालुका: -
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पक्षकाराचे नाव व पत्ता
 पक्षकाराचा रिजल्टस प्रा.ति. चे डायरेक्टर
 पत्ता: वर/फ्लॅट नं: वरीलप्रमाणे
 साखळीचे नाव: -
 इमारत नं: -
 पोस्टासाठी: -
 शहर/गाव: -
 तालुका: -
 जिल्हा: -
 पिन नं: -

पक्षकाराचे नाव व पत्ता
 पक्षकाराचा रिजल्टस प्रा.ति. चे डायरेक्टर
 पत्ता: वर/फ्लॅट नं: वरीलप्रमाणे
 साखळीचे नाव: -
 इमारत नं: -
 पोस्टासाठी: -
 शहर/गाव: -
 तालुका: -
 जिल्हा: -
 पिन नं: -



दस्तावेज करून देणार त्याकधीत [मुखत्यारनामा] दस्तावेज करून दिल्याचे कबूल करतात. म - 8
1244
CB/L2

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दस्त गोपवारा भाग - 2

टनना

दस्त क्रमांक (7158/2005)

१०/१०

पावती क्र : 7158 दिनांक 25/11/2005

पावतीचे वर्णन
नांव: श्री. सावलीया रिजल्टस प्रा लि. श्री. डायरेक्टर
रोशन - गावू

100 : नोंदणी फी
200 : नकल (अ. 11(1)), पुढांकनाची नकल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

300: एकूण

[Signature]
ड. निबंधकाची सही, सह दु.नि.ठाणे 7

दस्त क्र. [लिपि] 7-7158-2005] चा गोपवारा
दस्त क्र. 1 नोंदना 1 भरलेले मुद्रांक शुल्क : 200

दस्त क्र. 2 केव्हाचा दिनांक : 25/11/2005 04:12 PM
दस्त क्र. 3 केव्हाचा दिनांक : 20/11/2005
दस्त क्र. 4 केव्हाचा दिनांक : 25/11/2005 04:19 PM

Retw

दस्त क्र. 1 प्रकाश : 48) मुखत्यारनामा
दस्त क्र. 1 ची वेळ : (सादरीकरण) 25/11/2005 04:12 PM
दस्त क्र. 2 ची वेळ : (फी) 25/11/2005 04:18 PM
दस्त क्र. 3 ची वेळ : (कबुली) 25/11/2005 04:19 PM
दस्त क्र. 4 ची वेळ : (ओळख) 25/11/2005 04:19 PM

ओळख :
आवली इलम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना घ्यक्तीरा ओळखतात,
व त्यांची ओळख पटवितात.

1) निवेश- बादव, घर/फ्लॅट नं: 8

पत्नी/रस्ता : -
इमारतीचे नाव : मिलन प्लाझा
इमारत नं: -
पेठ/बसहत: -
शहर/गाव: भाईदर प
जालुका: -
पिन: -

2) दिपक- पाटील, घर/फ्लॅट नं: वरीलप्रमाणे
पत्नी/रस्ता : -
इमारतीचे नाव : -
इमारत नं: -
पेठ/बसहत: -
शहर/गाव: -
जालुका: -
पिन: -



[Signature]
ड. निबंधकाची सही
सह दु.नि.ठाणे 7

पुस्तक क्रमांक .. ०४-५
.. ७१५५५ .. क्रमांकाने नोंदला
[Signature]
(श्री. एस्. वी. नाकोड)
सह. दुय्यम निबंधक ठाणे क्र. ७
तारीख २५ माहे ... सन २००५

नाणात करणेत देते की,
11 दस्तावेजे एकूण... १.०... राने भाई
[Signature]
इलम निबंधक ठाणे



दस्तावेज-४
७२५५ / २००५
[Signature]

08/12/2005
11:36:30 pm

दुय्यम निबंधक:

ठाणे 4

दस्त गोषवारा भाग-1

टनन4

दस्त क्र 8255/2005

cy/28

दस्त क्रमांक : 8255/2005

दस्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाम: सायरा आय. खान
पत्ता: घर/फ्लॅट नं. 301/ए
गल्ली/रस्ता: -
ईमारतीचे नाव: अॅकॉर्ड कॅस्टल
ईमारत नं.: -
पेट/बसाहत: -
शहर/गाव: मीरा रोड पू.
तालुका: -
पिन: -
वैन नंबर: -

लिहून घेणार

वय 35

सही

सायरा खान



नाम: मे. सावलीया शिल्डर्स प्रा.लि. चे डायरेक्टर रोशन
मातु यांच्या तर्फे कु.मु. कैतन - मोरे
पत्ता: घर/फ्लॅट नं.: -
गल्ली/रस्ता: -
ईमारतीचे नाव: मिलन प्लाझा
ईमारत नं.: -
पेट/बसाहत: -
शहर/गाव: भा

लिहून देणार

वय 30

सही

रोशन मोरे





दस्त गोषवारा भाग - 2

टनन4

दस्त क्रमांक (8255/2005)

दस्त क्र. [टनन4-8255-2005] चा गोषवारा
बाजार मुल्य :562041 मोबदला 562041 भरतेले मुद्रांक शुल्क : 10000

पावती क्र. 8254 दिनांक: 09/12/2005
पावतीचे वर्णन
नाव: सायरा आय. खान

दस्त हजर केल्याचा दिनांक : 09/12/2005 12:30 PM
निष्पादनाचा दिनांक : 08/12/2005
दस्त हजर करणा-याची सही :

5630 : नोंदणी फी
1720 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी
1875 : अतिरीक्त मुद्रांक शुल्क

सायरा खान

दस्ताचा प्रकार : 25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 09/12/2005 12:30 PM
शिकका क्र. 2 ची वेळ : (फी) 09/12/2005 12:35 PM
शिकका क्र. 3 ची वेळ : (कबुली) 09/12/2005 12:36 PM
शिकका क्र. 4 ची वेळ : (ओळख) 09/12/2005 12:36 PM

9225: एकूण

दस्त नोंद केल्याचा दिनांक : 09/12/2005 12:36 PM

दु. निबंधकाची सही, ठाणे 4

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

1) नितेश- यादव, घर/फ्लॅट नं: - N Yabw

गल्ली/रस्ता: -
ईमारतीचे नाव: मिलन प्लाझा
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: भाईदर प.
तालुका: -
पिन: -

2) नितेश- साळवी, घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

बयापित करणारे हे दस्तामळे
एकूण ८६ चे आहेत

पुस्तक क्रमांक 9
८२५५ क्रमांक ८२५५ इला.

दु. निबंधकाची सही
ठाणे 4

दु. निबंधक ठाणे वं. ४

सह. दुय्यम निबंधक ठाणे वं. ४.
तारीख..... ९.१२.२००५ सन २००५

