



WHEREAS the trustees of the Ram Mandir Devasthan Trust (hereinafter referred to as "the Original Owner") as the owner of the lands bearing Mira Old Survey Nos. 146, 147, 148, 149, 150, 151 and 152/1, New Survey No. 17, 18, 19, 20, 21, 22, 23/1 executed an Agreement for Sale dated 4th March, 1979 in respect of the lands in favour of Shri Dalchand Girdharilal Chowdhary and Shri Mukesh Dalchand Chowdhary, both protected agricultural tenants of the lands, for the consideration and on the terms and conditions therein contained;

AND WHEREAS the said protected tenants gave the benefit of the said Agreement to the Builders herein of which they are partners and at their request the Original Owner agreed to hand over possession of the said lands to the Builders and to grant to the Builders right of development of the lands subject to the requisite permission from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 and also subject to grant of permission by the Charity Commissioner;

AND WHEREAS the Charity Commissioner granted the permission vide order No. J/4-233-80/l6233 dated 20th June, 1981;

AND WHEREAS the Builders made full payment of the consideration amount to the Original Owner and the Original Owner also executed in favour of the nominees of the Builders a General Power of Attorney to do all acts, deeds and things necessary for development of the lands.

AND WHEREAS as a result of the. Urban Land (Celling and Regulation)

Act, 1976 (hereinafter referred to as "the Ceiling Act") which came into force in the State of Maharashtra on 17th February, 1976 the Original where was not entitled to develop lands held in excess of the ceiling where except as otherwise provided in the Ceiling Act;

AND WHEREAS having been shown to be the swing of the lands in the Government and Revenue Records, the Original owner swinnitted to the Government of Maharashtra (hereinafter referred to as "the Government") an application in their name under section 20 (1) (a) of the Ceiling Act for exemption of the lands from the provisions of the Ceiling Act;

AND WHEREAS the Government of Maharashtra, Housing and Special Assistance Department by Order No. SSS/THA/1087(37) /D-XV dated 4th November, 1989 made under section 20(1) (a) of the Ceiling Act allowed the Original Owner/its nominees to develop the vacant lands specified in the Schedule to the Order for construction subject to the terms and conditions contained in the Order;

AND WHEREAS, as a result, the lands set out in the Schedule to the hereinbefore recited Government order stand exempted by the Government 2



subject to the terms and conditions contained in the Order (hereinafter referred to as the Exemption Order);

AND WHEREAS as per the Exemption Order and as a result of the hereinbefore recited Development Agreements the Builders are entitled and enjoined upon to construct various buildings on the exempted lands in accordance with the said Exemption Order);

AND WHEREAS the Builders are developing in phase wise housing project known as SHANTI GARDENS by utilizing land F.S.I. and also outside T.D.R. on the said property on the exempted lands on a portion thereof, as more particularly described in the Schedule hereunder written, hereinafter referred to as "the said land", the Builders are constructing various buildings sector by sector in phasewise including the Building No. _______ of Sector No.______ hereinafter referred to as the said building forming part of the housing project known as SHANTI GARDENS.

AND WHEREAS the Builders have entered into a standard Agreement with an Architect registered with the Council of, Architects and such Agreement is as per the agreement prescribed by the Council of Architects and whereas the Builders have appointed Structural Engineer for preparation of the structural designs and drawings of the said building and the Builders accept the professional supervision of the Architect and the Structural Engineer till completion of the said building;

AND WHEREAS the Builders are not the agents of the Chonal Owner for the purpose of construction of the said building and said and of the premises therein;

Exemption Order the Builders alone have the sole and exclusive with at their own risk and cost to sell the premises in the said building to be instructed by the Builders on the said land and also at their own risk and cost to enter into Agreements with the purchasers of such premise and to receive the said price in respect thereof;

AND WHEREAS the Purchaser demanded from the Builders and the Builders gave inspection to the Purchaser of all the documents of title relating to the said land including the Exemption Order/Development Agreement/ power of Attorney, Extracts of Village Form VII and XII in respect of the said land and the plans, designs and specifications prepared by the Builders' Architects as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules made, thereunder,



AND WHEREAS copy of the Certificate of Title of the Advocate of the Builders and Extracts of Village Form VII and XII showing the nature of the title of the Original Owner to the sald land on which the premises are to be constructed has been annexed hereto.

AND WHEREAS the Builders have got approved from the concerned authority the plans, specifications, elevations, sections and details of the said building;

AND WHEREAS while sanctioning the said plans the concerned local authority and/or Government has laid down certain terms and conditions to be performed by the Builders while constructing the said building and upon due observance and performance of which only the Occupation Certificate in respect of the building shall be granted by the local authority;

AND WHEREAS the Builders have accordingly commenced construction of the said Building in accordance with the said plans;

AND WHEREAS the Purchaser has applied to the Builders for allotment to the Purchaser of Shop/Flat No. 304 on the 300 floor of the Building No. 3 of Sector No. 6 on the said land forming part of the Housing Project of the Builders known as SHANTI GARDENS.

AND WHEREAS prior to making application as aforesaid, as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and the Urban Land (Ceiling and Regulation) Act, 1976 the Purchaser had made a declaration to the effect of the Purchaser nor the members of the family (as defined under the purchaser nor the members of the family (as defined under the purchaser own a tenement house or building within the limits of Thane under Agglogoration;

AND WHEREAS relying upon the said prolication, agreement the Builders agreed to sell to the Purchaser the said premises the price and on the terms and conditions here parties appearing;

to execute a written Agreement for Sale of the said premises to the Purchase oo?



being in fact these presents and also to register the said Agreement under the Registration Act;

NOW THIS AGREEMENT WITNESSETH AND IT IS HERBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

of Sector No. ____ consisting of ground / stilts and six/seven upper floors on the said land more particularly described in the Schedule hereunder written and forming part of the said housing project of the Builders known as SHANTI GARDENS in accordance with plans designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser, with only such modifications as the Builders may consider necessary or as may be required by the local authority and / or the Government to be made therein:

Provided that the builders shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said premises of the Purchaser.

adversely affect the said premises of	of the Purchaser.
Builders hereby agree to sell to the of area admeasuring <u>266:50</u> so equivalent to <u>24:77</u> sq.mt. carpered floor as shown on the floor referred to as "the said premises" a in Building No. <u>3</u> of Sector No part of SHANTI GARDENS for the part of SHAN	to purchase from the Builders and the Purchaser Shop/Flat No
	Alarice pooling of parentase price in the
following manner:-	A Comment
1) Rs	as Earnest before the
	execution of this Agreement.
2) Rs. 98000	on or before completion of Plinth.
3) Rs. 44000	on or before completion of 1st Slab
4) Rs. 44000	on or before completion of 2nd Slab
5) Rs. 44000	on or before completion of 3ed Slap o
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6)	Rs. 44000	on or before completion of 4th Slab
7)	Rs. 44000/	on or before completion of 5th Slab
8)	Rs. 44000	on or before completion of 6th Slab
9)	Rs. 44000	on or before completion of 7th Slab
10)	Rs. 44000	on or before completion of 8th Slab
11)	Rs. 29000	on or before completion of Masonary
		work.
12)	Rs. 29000	work. on or before completion of Plastering
	,	
13)	Rs. 29000	on or before completion of Plastering
13) 14)	Rs. 29000	on or before completion of Plastering on or before completion of Flooring

It is expressly agreed that time for payment of each installment shall always be essence of contract.

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

4. The Builders hereby declare that the floor space index approved and availed in respect of the said land out of the total F.S.I. of the layout of SHANTI GARDENS and that no part of the said lidor space lidex has been utilised by the Builders elsewhere for any purpose whatsoever. The Builders further declare that with the permission of the concerned authorities they we be entitled to utilise any floor space index of any other land or property by way of floating floor space index or TDR while developing the said land and the purchaser hereby grant his/her/their irrevocable consent or the same.



land, and shall as far as practicable, ensure that the said land is free from all encumbrances and that the Original Owner has absolute, clear and marketable title to the said land so as to enable the Original Owner to convey to the said Societies/ Limited Company/Body Corporate such absolute clear and marketable title on the execution of conveyance of the said land in favour of the said Societies / Limited Company/Body Corporate.

- 6. Without, prejudice to the above and the Builders other rights under this agreement and/or in law the Purchaser 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.
- 7. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builders under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained the Builders shall be entitled at their own option to terminate this agreement:

Provided always that the power of termination hereinbefore contained shall not be exercised by the Builders unless and until the Builders shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in representations or breaches within the said 15 days after the giving the riches.

Provided further that upon termination of the Agreement as aforesaid, the Builders shall refund to the Purchaser the instalments of sale price of the said premises which may till then have been parties the Purchaser to the Builders excluding earnest money amount and seamest money shall stand forfeited, but the Builders shall not be liable to pay to the Purchaser any Interest on the amount so refunded and upon termination of aforesaid amount by the Builders, the saiders shall be at liberty to dispose of and sell the said premises to such person and at such price as the Builders may in their absolute discretion think fit.

- The fixtures, fixtures and amenities to be provided by the Builders, in the said premises and the said building are those that are set out in Annexure annexed hereto.
- 9. The Builders shall give possession of the said premises to the Purchaser on or before the3015 day of2001. If the Builder Fail 90 or neglect to give possession of the said premises to the Purchase on 12005.



account of reasons beyond their control and/or of their agents as per the provisions of Sections 8 of the Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in Section 8 of the said Act, then the Builders shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with simple interest at nine per cent, per annum from the date the Builders received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to the Purchaser they shall, subject to prior encumbrances, if any, be a charge on the said land as well as the construction or building in which the said premises are situated or were to be situated:

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

- non-availability of steel, cement, other building material, water or electric supply.
- ii) war, civil commotion or act of God and/or force major and/or any circumstances beyond the control of the Builders.
- iii) any notice, order, rule, notification of the Gorgan and or other public or competent authority.
- 10. The Purchaser shall take possession of the said premises within seven days of the Builders giving written notice to the Purchase mating that the said premises are ready for use and occupation:

Provided that if within a period of one war from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Builders any defect in the said premises of the deciding which the said premises are situated or the material used therein in the construction of the said building, then, wherever possible, such defects shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builders reasonable compensation for such defects.

11. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for purpose of residence/shop/office/showroom/



godown, as the case may be, and shall use the garage or parking space only for purpose of keeping or parking the Purchaser's own vehicle.

- 12. The Purchaser along with other purchasers of flats/shops/offices/ showrooms/godowns/garages/parking spaces in the buildings in the said sector shall join in forming and registering the Society or a Limited Company as per phasewise development to be known by such name as the Purchasers may decide: Provided that the name "SHANTI GARDENS" shall always form part of the name of the Society/Limited Company. The Purchaser for the purpose of formation and registration of the Society/Limited Company shall also from time to time sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builders within two days of the same being forwarded by the Builders to the Purchaser, so as to enable Builders to register the organisation of the purchasers. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be Registrar of Co-operative Societies or the Registrar of C may be, or any other Competent Authority.
 - Unless it is otherwise to by and between the parties here Builders shall, after utilizing all F.S.I. and constructions of all buildings may be permitted from time to time by local authority, registration of all the Societies or Limited Company as aforesaid of all the Buildings to be constructed on the said lands, the sale and disposal of all the flats and other premises all the Buildings, after the local authority has taken on Pish Trust common spaces, whichever is later, cause to be transferred to the body of such Societies or Limited Company all the right, title and the interest of the Original Owner/Builders in the said lands together with the buildings by obtaining or executing the necessary conveyance, (to the extent as may be permitted by the authorities) and transfer of all the said buildings in favour of such Societies or apex body of such Societies. Such conveyance and transfer of buildings shall be in keeping with the terms and provisions of this Agreement. It is further agreed and the Purchaser herein is aware that the said lands more particularly described in the Schedule hereunder written is vast piece of lands and the same is being developed by the Builder in a phased manner and as lay out. The constructions of buildings on the said lands are Phasewise/Sectorwise as also the Phasewise infrastructures of the lay-out. It is specifically agreed that the Builder shall be entitled at their option to form society either building/s wise and/or sectorwise of the balding o to be constructed on the said lands. The Conveyance of the said and shall ook



however, be executed therefore only after the said lands described in the Schedule hereunder written is fully and entirely developed in all respect (i.e. all the buildings as may be permitted from time to time by the concerned authorities shall have been fully constructed on the said lands) all the benefits, advantages and F.S.I. In any form thereon including TDR are fully utilized and the Builders shall have sold all the premises in all the buildings on the said lands and received fully the consideration amounts from various purchasers of all the premises in the said buildings on the entire lands. Separate Conveyance for individual building/s shall not be executed. The entire project is being constructed in phase wise and as phase programe and only after completion of the entire project in all respect is fully developed and completed the conveyance of the said lands described in the Schedule hereunder written shall be executed in favour of apex body of all societies. The Purchaser has agreed to purchase the said Premises with the express knowledge of and conditions as the aforesaid.

14. Commencing a week after notice in writing is given by the Builders to the Purchaser that the said premises are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (as per rates applicable in accordance with permitted users and in accordance with law) all outgoings in respect of the said land and building namely betterment charges or such other levies by the concerned local authority and /or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepars and all other exp and incidental to the management and maintenance building and management and maintenance of the common amenities facilities in the said exempted lands as hereinafter problem. Until Limited Company is formed, the Purchaser shall to the proportionate share of outgoings as may be determined. further agrees that till the Purchaser's share is so the ermined the shall pay to the Builders provisional monthly contribution of Rs. per month towards the outgoings. The amounts so to the Builders shall not carry any interest and remain with society or limited company of the said Buildings is registered. On such society/limited company being registered, the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Builders to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The outgoings payable by the Purchaser are more particularly set out inthe 950 of outgoings annexed hereto. The list is not exhaustive 12008



15. The purchaser shall on or before delivery of possession of the said
15. The purchaser shall bit of before delivery premises keep deposited with the Builders the following amounts :
IDOO for legal charges
for share money, application/entrance ree of the Society or Limited Company.
for formation and registration of the Society or Limited Company.
(v) Rs
v) Rs
1919D IT Total
16. The Builders shall utilise the sums at items (1) and (11) put by the sums at items (1) and (11) put by the sums at items (1) and (11) put by the sums at items (1) and (11) put by the sum of the sum of the sum of the sum of the Builders and expenses, including professional costs of the Advocates of the Builders in connection with formation of the Society/Limited Company, preparing its rules, regulations with formation of the Society/Limited Company, preparing its rules, regulations and bye-laws or the Memorandum and Articles of Association as the case may be, and the cost of preparing and engrossing this Agreement for which the builders shall not be liable to render any accounts.
17. At the time of registration the Purchaser shall contribute his shall of stamp duty and registration charges payable, if any, by the said Societies/ stamp duty and registration charges payable, if any, by the said Societies/ Limited Company/Body Corporate on any document or Limited Company.
18. The Purchaser himself/herself/themselves with intended bring in persons, into whosoever hands the said premises may contribute hereby covenant with the Builders as follows:
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a) To maintain the said premises at Fulction of the said tenantable repair and condition from the date of the said tenantable repair and condition from the date of suffer to be done anything in
premises is taken and not to do of sand to be premises is situate which may
the building in which the premises is situated and
itself or any part thereof. b) Not to store in the said premises any goods which are of hazardous, b) Not to store in the said premises any goods which are of hazardous,
combustible or of dangerous flature of the building in which the Said - 70
the construction or structure of the building in the construction of the constructi
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premises is situated or storing of which goods is objected by the concerned local or other authority and shall hot carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated or the said premises on account of negligence or default of the Purchaser in this behalf. The Purchaser shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Builders to the Purchaser and not to do or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the card premises, any part thereof, nor at any time make or cruse to be made any addition or alteration of whatever nature in a forthe said premises or any part thereof, nor any alteration in the elevation and outside ebbut scheme of the building in which the said premises its situated and shall keep the partition walls, sewers drains, pipes in the said premises and appurtenances thereof in good tenantable repair and condition, and in particular so as to support becar and seet the other parts of the building in which the said premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said premises without the written permission of the Builders and / or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of he said land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said premises in the compound of any 90



portion of the said land and the building in which the said premises is situated.

- g) Pay to the Builders within seven days of demand by the Builders, his/her/their share of security deposit and/or any other amount demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building. In which the said premises is situated.
- h) To bear and pay any Increase in local taxes, water charges insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority on account of any purposes or unauthorised change of user of the said premises by the Purchaser viz. user for any purposes other them for the purpose of residence/shop/office/showroom/ godown/ garage, as the case may be, it being expreessly understood that any such payment shall not prejudice the right of the Builders or of the incorporated body of Purchasers to be formed against the Purchaser for any such unauthorised change of user.
- i) The Purchaser shall not let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or nonobservance of any of the terms and providing to the said Agreement and until the Purchaser has intimated in writing to the said ders and obtained written consent of the said transfer of the Society/Limited Company as the case may be such transfer or assignment without written consent of the said transfer of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of assignment without written consent of the said transfer of the said
- which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said premises, and other premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions the company regarding the occupation and use

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of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with the terms of this Agreement.

- .k) The purchaser shall permit the Builders and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.
- 19. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings and shall utilise the amounts only for the purposes for which they have been received.
- 20. The Builders have informed the Purchaser that the housing project comprises of construction of several buildings and that there will be common, access and internal roads, central recreation spaces, common electric and telephone cables, water lines, drainage lines and other common amenities in the exempted lands and the Builders shall be entitled at all times to lay such pipe lines, underground electric and telephone cables, water lines, drainage lines, sewage lines etc. through any part of the said land and building irrespective of whether the conveyance is executed in favour of the said Incorporated body of purchasers or not. It shall be the primary responsibility of the Purchaser and the incorporated bodies of purchasers in the housing scheme to form an Apex Body, federation or association or a Committee of their representatives for maintaining the common streeting and facilities aforesald in any part of the exempted land in accordance with and directions, instructions and guidance as may be given by the Builders from the to time chaser or purchasers and as they may in their sole discretion them fit. The of premises in the building on the said and or any the the said apporated bodles of purchasers or an apex body, rederation, committee or other body of purchasers formed or to be formed shall not be entitled to raise any objection and shall allow free access to the Boilders beir servants and agents through any part of the said land aforesald Irrespective of whether the said land is transferred to the Incorperated body of purchasers or not.
- 21. It is expressly agreed and understood that the purchasers as also the said incorporated body of purchasers along with the occupants of the other buildings of the said scheme will contribute their share of maintenance of the internal access roads, common spaces, and all the common amenities of the 'said housing scheme and for the purpose of such maintenance the



Purchaser shall pay to the builder a sum of Rs. _____ as advance towards such expanses.

- 22. The Purchaser hereby agrees and consents to the formation of such Apex Body, Federation, Association or a Committee of representatives and agrees to pay from time to time his/ her/their proportionate share of such amounts as may be payable in respect of the aforesald layout common amenities as also the maintenance charges in respect thereof or such amounts as may be determined from time to time by the Builders or the said Incorporated body of purchasers or the said Apex Body, Federation, Association or Committee, as the case may be. The Purchaser shall make such payments irrespective of whether the said incorporated body of purchasers is formed or not and the Purchaser agrees to pay to the Builders on demand or at the time of possession such amounts as may be determined by the Builders as advance for such payments. An account of such payments made to the builders shall be transferred to the apax body on complition of the project.
- 23. The Builders may make such arrangements as they may in their sole discretion deem fit and proper for the maintenance of the common amenities and facilities and for that purpose may appoint such agencies on such terms and conditions as they may deem fit and proper. The Builders may appoint separate agencies for different works, The Purchasers and each incorporated body of purchasers in the housing project as also any apex body shall be bound by all the terms and conditions of such contracts as may be entered into by the Builders in this respect. In the event of the apex body not being formed and in any case till such body is formed the Purchaser individually and jointly with other purchasers shall be bound to prove the Bu her/their proportionate shares as may be determined by the Builders of remuneration payable to such agencies as part of their proportionate share of outgoings payable by him/her/them under the foregoing issions.
- 24. It is expressly agreed that the said incorporated body of surenasers than may be formed shall join as a member of the intended Apex Body Federation or Association or in the alternative of such Committee as may formed of the representatives of each of the said incommend purchasers on the said exempted lands and such Apex Body, Federation, Association or Committee, as the case may be, (hereinafter referred to as "the Apex Body") shall after completion of the project be in charge of maintenance of access roads; common recreation spaces, and all other common amenities In the said exempted lands and each of the said incorporated bodies of purchasers shall if already formed and otherwise each of the purchasers of premises shall contribute a share towards the formation of such Aperts 190 and towards the costs, charges, and expenses of maintenant

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reconstruction of the internal and access roads, open recreation spaces, and all the common amenities as may be necessary from time to time and in case of non payment by the purchasers individually or jointly with others, the Builders shall not be responsible for any consequences thereof. Any representation to the Builders in respect of common amenities shall be made only by the Apex Body and not by purchasers or individual societies. All decisions of the Apex Body shall be binding on all the purchasers / societies.

- 25. The Purchaser has prior to the execution of this agreement satisfied himself/herself/themselves about the marketable title of the said land and he/she/they shall not be entitled to investigate the title or make any requisitions thereon.
- 26. It is hereby expressly agreed between the parties hereto that the Builders shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to create any mortgage or lien on the said land and/or the entire construction work put up thereon or any part thereof.
- 27. If the Purchaser obtains any loan for purchase of the said premises from any employer or any financing institution and it becomes necessary for the Builders to give any commitments or undertakings to do or not to do any acts, deeds or things in respect of the said premises than in that event it shall be the responsibility of the Purchaser from time to time to get such acts, deeds and things done by the Builders and also to furnish to the incorporated body of the Purchasers to be formed as hereinafter set out all necessary details of any loan obtained and any mortgage, charge or lien created in respect of the said premises and also cause to be entered the said premises and also cause to be entered the said premises from the incorporated body of Purchasers to be same.
- 28. If any security deposit is demanded by any Government, semi Givernment. Public or local authority for the purpose of giving electric and water connection to the said building or for any other purpose such deposit shall be payable by all the purchasers of premises in the said building proportionately. The Purchaser agrees to pay to the Builders within maximum seem that of demand his/her/their share of deposit.
- 29. Any development and /or betterment charges or other levy by the local authority. Government and/or any other public authority in respect of the said land and/or buildings and/or infrastructure of layout shall be borne and paid by all the purchasers of premises in the building in proportion to the floor space area of their respective premises.

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29-A. The lump sum cost of purchase of the sald Premises as agreed to be purchased by the Purchaser does not include sales tax, service tax, Value Added Tax (VAT) and/or any other Government tax, levies and same if determined to be payable either by Sellers or by Purchasers on this transaction either as on date or at any later date by concerned authorities the same shall become payable by the Purchaser on demand at any time and in any event before receiving possession of the said Premises Similarly, any additional statutory levies imposed by Government which may affect this deal shall also be paid by the Purchaser herein and shall be fully recoverable by the Sellers from the Purchaser and purchaser agree to pay the same. The considerate / purchase price of the said premises mention in this agreement agreed and decided taking into account that the purchaser shall pay/relmburse the Service Tax, Value Added Tax (VAT), Sales Tax and/or any other tax payable to Government and/or any public authority. The Purchaser also have agreed that at any stage If Service Tax, VAT, Sales Tax and/or any other Government tax is are made/ applicable, the same shall be paid by the Purchaser to the Sellers within a period of 7 days on receipt of such intimation. The Purchaser herein expressly agree that any Value Added Tax (VAT), Service Tax and/or such other taxes and statutory charges, dues or levies which may be payable on these presents and/or sale of the said Premises and/or transaction contemplated under this Agreement to the Government authorities at any time before or after possession of the said Premises is handed over to the Purchaser, all such tax/taxes, dues and levies shall be borne and paid by the Purchaser herein and Purchaser expressly agree and undertake to pay the same before receiving possession of the said Premises. The Sellers shall not be responsible to pay the same. The Purchaser agree and undertake to pay all such tax/taxes, dues and levies before receiving possession of the said Premises from the Sellers and if such taxes remaindent possession by the concerned authorities, the Purchaser, snar deposit lung amount or such other amount as will be decided by he sellers and pay/depas such amount to/with the Sellers before receiving possession of the sale Preemies and in such event the Sellers shall keep such amount deposited in their separate bank account and if such amount exceed to actual payment of such taxes the Sellers shall refund the excess amount to the Purchager and if such amount is less than the actual payable amount, the Purchaser shall over over such addition amount to the Sellers . In the event of such tax/taxes, the random selection recovered by any authority/les from the Sellers, the Purchaser agree and undertake to reimburse the same without raising of objection/dispute of any nature whatsoever. The consideration for sale of the said Premises does not include such tax/taxes, dues and levies and it is expressly agreed and understood by the Purchaser that such tax/ taxes, dues and levies shall be paid by the Purchaser in addition to the lump sum cost of the said Premises mentioned in टनन- 90 these presents. 960 E 3008



p. The stamp duty and registration charges payable on this Agreement the borne and paid by the Purchaser alone. The Purchaser shall also bear proportionate share of stamp duty and registration charges payable to document or instrument of transfer of land and building to the porated body of purchasers.

- the purchaser for any purpose is found to be less than the amount required for the purpose and the purchaser is required by the Builders to pay the amount of difference the Purchaser shall not be entitled to refuse such payment on the ground that other deposits remain unexpended with the Builders. In cases of maintaining common areas referred to in clause (21) above deposits for which the Builders are expected to render accounts such accounts shall be given only to the incorporated body of purchasers in a consolidated manner after transfer of the said land and the said building in its favour and not to purchasers individually and any excess lying with the builders shall be passed on to such incorporated body of purchasers.
- 32. The Builders or any person or agents nominated by the Builders shall have the absolute and exclusive right to display or cause to be displayed any posters, hoardings, advertisements or neon signs, on any part of the building till the execution of the conveyance in favour of the incorporated body of purchasers and any part of the said exempted lands including the D.P. Roads and Internal Roads till the completion of the project in all respects and the purchasers or any incorporated body of purchasers or any apex body shall not be entitled to raise any objection on any ground whatsoever in this respect.

33. The Purchaser and the persons to whom the sub-premise of the sub-let, transferred, assigned or given possession of shalf from time to utine sign all applications papers and documents and do all such acts deeds and things as the Builders and /or the said incorporated body of premises may require for safeguarding the interest of the Builders and/or the purchasers in the said building.

34. The Builders shall be entitled to sell premises to the said building the purpose of using the same as guest houses, dispensant the purpose of using the same as guest houses, dispensant the purpose of the premises or commercial user and/or any other user that may be pennitted by the local authority and other authorities in that behalf and the Purchaser or his assignee or assignees shall not object at any time in future to such user of the premises by the respective purchasers thereof or assignee or assignees.

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- 35. After the possession of the said premises are handed over to the purchasers in the building, if any additions or alterations in relation to the said building arc required to be carried out by the Government, local authority or any other statutory body the same shall be carried out by the purchasers in the building at their own cost and the Builders shall not be in any way or manner liable or responsible for the same.
- 36. The purchaser shall not do any act deed or thing which is likely to cause nulsance or annoyance to occupiars of the other premises in the said building and in particular the Purchaser shall not use or permit or cause to be used any terraces or common or open spaces, garage or parking place for slaughter or sacrifice of any creature fowl bird or animal.
- 37. No purchaser shall without the prior permission in writing of the Builders grow any trees or plants in the land appurtenant to the building or keep any flower pots or other plants in the passages, staircases, common terraces and other open spaces of the building or on balcony projections or hanging on balconies and all flowers, fruits and other products of any such trees, plants or pots if put up unauthorisedly shall belong to the Builders and thereafter to the said incorporated body purchasers and no individual purchaser shall have ,my right over such trees, plants, pots or the produce thereof.
- 38. The Purchaser without the prior written permission of the Builders shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be acquired nor shall enclose or cause to be opened up any door in any ground Floor premises or make or cause to be made any addition or alternation of whatever nature to the said premises or any part thereof, nor any alteration in the elevation and the said premises agreed to be acquired.
- 39. The Purchaser shall not do or permit to be done any act, do or thing which may render void or voidable any insurance don't premise of any part of the said building or cause any increased premium to be payable in respect thereof.
- 40. The Purchaser is informed and is aware that the housing broiter in the Builders comprises of construction of several buildings and unit construction will continue for a number of years in the vicinity and the purchaser covenants and agrees not to make any complaints to the Builders or any other authorities of the usual inconveniences incidental to such construction.
- 41. In the event of the incorporated body of purchasers being formed and registered before the sale and disposal by the Builders of all the original the open and the authority of the incorporated body of purchasers shall be subject to the overall authority and of purchasers shall be subject to the overall authority and open and the authority and open authority authority and open authority and open authority authority and open authority authority authority and open authority aut



Builders over any or all the matter/s concerning the said building the construction and the completion thereof and all amenities appertaining to the same and in particular the Builders' shall have absolute authority and control as regards the unsold premises and the disposal thereof and no demand shall be made by the society for admission of the purchaser of such premises as member of the society.

- 42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be sold and all open spaces, parking spaces, lobbles, staircases, terraces, recreation spaces etc. will remain the property of the Builders until the said land and building/s are transferred as mentioned in this Agreement.
- 43. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.
- 44. The Purchaser shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Builders will attend such office and admit execution thereof.

45. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A. D. / under Certificate of Post Sub-Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate of Post Registered Post A. D. / under Certificate Of Post Registered Post A. D. / under Certificate Of Post Registered Post A. D. / under Certificate Of Post Registered Post Registered Post A. D. / under Certificate Of Post Registered Post Registered

Viz Ms Aanchal As Sharing Nacis 102 8-13, Sector -7 Sharing Nacis Mixe Local (East)

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

47. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to a terrace flat in the said building if any, shall belong exclusively for the respective



purchasers of the terrace flat and such terrace spaces arc intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the purchaser till the permission in writing is obtained from the concerned local authority and the Builders or from the Society or the Limited Company, as the case may be.

48. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act. 1963 and the rules made thereunder,

THE SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the parties pereto have hereunto set and sub-scribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED

by the withinnamed builder

M/s. RAM NAGAR DEVELOPMENT

) For RAM NAGAR DEVELOPMENT CORPORATION

CORPORATION

In the presence of _____

(Spo)

AUTHORISED SIGNATORY

SIGNED AND DELIVERED

by the withinnamed Purchaser

Ms Agnchal Asosa)

······)

In the presence of.....





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RECEIPT

sum of Rs											
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only) as and by way of part payment of Total sale consideration recommendation											
above mentioned by following details.											
Receipt.	Dated	Cheque No.	Drawn on	Amount (Rs.)							
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	•	56	TOTAL RE.	1,49,000							
Subject to r	ealisation Dat	HE SEA	day of	200							
I /WE SAY	I /WE SAY RECEIVED										
FOR RAM NAGAR DEVELOPMENT CORPORATION											
Male											
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2											



AMENITES

FLOORING

: Good quality flooring in living room, bed room,

kitchen with skirting.

WINDOWS

: Powder coated aluminium sliding windows with

marble clll.

KITCHEN

: Granite kitchen platform with stainless steel sink

& good quality tiles dado above platform upto

beam level.

BATHROOM

: Good quality flooring in bathroom with full height

tiles dado.

ELECTRIFICATION

: Concealed copper wiring with adequate points

with good quality fittings.

PLUMBING

: Concealed plumbing good quality fittings /

fixtures & sanitary wares.

W.C.

: Orissa pan with good grantly

tiles dado.

PAINTING

: Oil bound distemper in the Entire flat & extern

will be superior quality paint.

ESSENTIALS

: Attractive entrance foyer

line points in living room & bottom, lift of

reputed company.

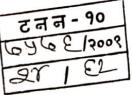
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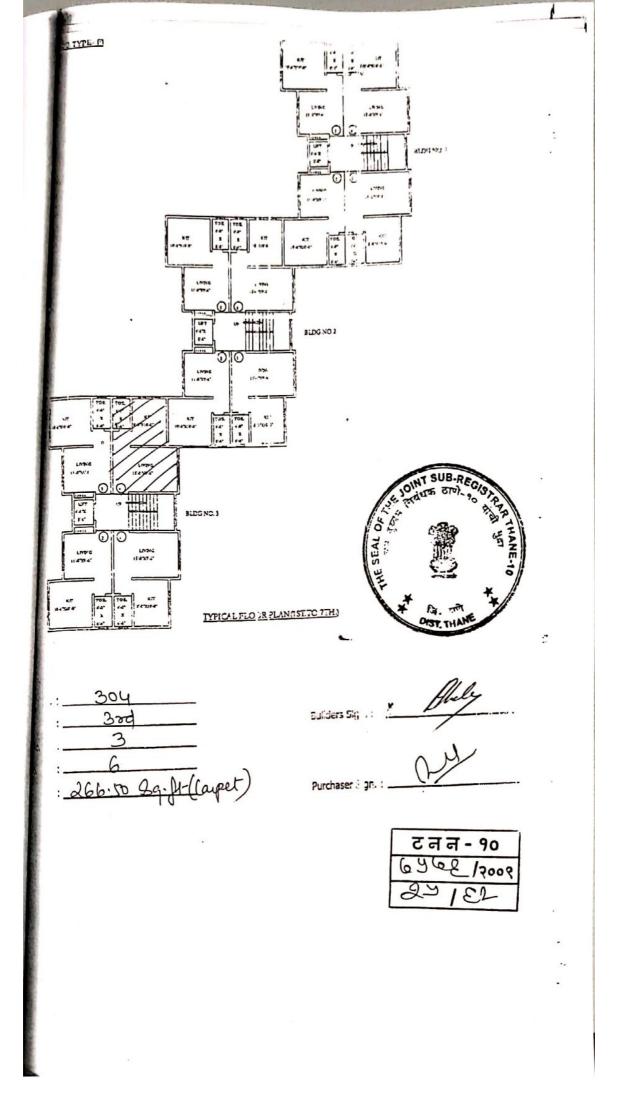


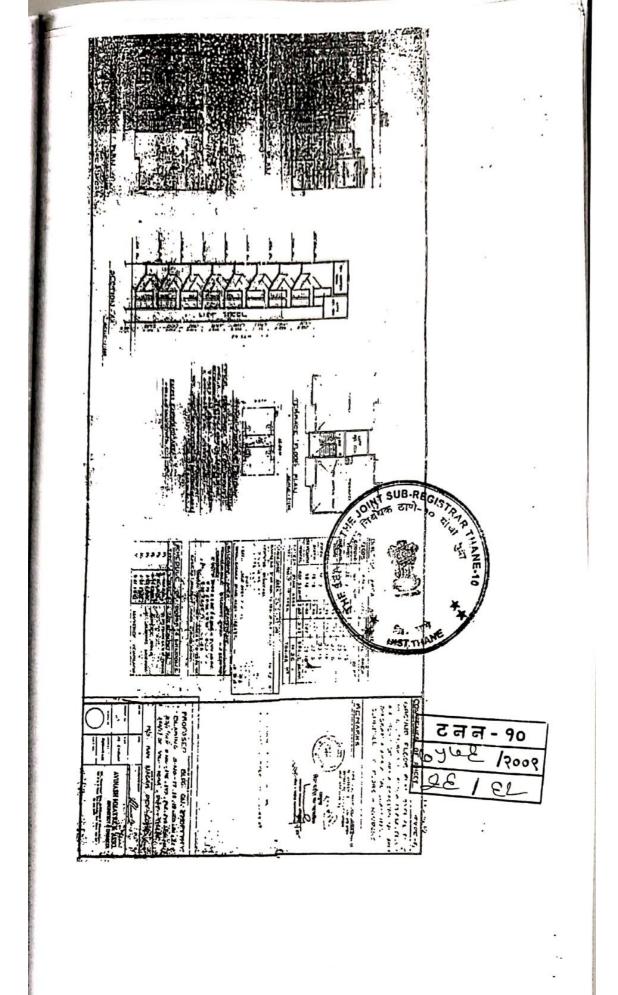
LIST OF OUTGOINGS

- The expenses of maintaining, repairing, redecorating etc., of the main structure and in particular the roof, gutters and rain water pipes of the building, water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser in common with occupiers of other premises and the main entrance, passages, landings and staircase of the building enjoyed by the Purchaser or used by him/her/ them in common as aforesald and the boundary walls of the buildings, compounds, terraces etc.
- The cost of cleaning and lighting the passages, landings, staircase and other parts of the building enjoyed or used by the Purchaser in 2. common as aforesald.
- The cost of decorating the exterior of the building. 3.
- The costs of the salaries of clerks, bill collectors, chowkldars, sweepers 4. etc.
- Local and other taxes. 5.
- Insurance of the building. 6.
- Rent and cost of water meter or electric meters and/or any 7. for water or electricity.
- Proportionate share as may be fixed by Builders Wards contri bution to be made by the incorporated they of purchase 8. Builders or to the Apex Body to be formed or maintenance, struction, repairs re-building of the internal ro and other facilities and, amenities of a common natural In the entire layout of the land.
- Such other expenses as are necessary or incidental for the maintenance and up keep of the building.









SHTARAM & CO.

DYOCATES & SOLICITORS

WANT KRISHNARAM KAPADIA

Telephones 1

Office 2

265 4:40

265 3556

OFFICE:
19. "ALLI CHAMBERS", 2ND FLOOR,
NAGINDAS MASTER ROAD,
BOMBAY-400 023.
RESI.: " STH ROAD,

MESI. : "MASH DEEP", 9TH ROAD,
DAULAT NAGAR, BORIVLI (EAST),
BOMBAY-400 068.

Nef. No. 3 23 7 5 Date : 16th September, 1993

M/s, Ramnagar Development Corporation,

Re: Immoveable property situated at Village
Mira, Taluka Vasai, District Thane,
containing by admeasurement 25 acres and
31 gunthas bearing Survey Nos.146, 147,
148, 149, 150, 151 & 152/1.

Dear Sirs,

On your behalf, we have investigated the title of Shree Ram Mandir Devasthan Trust to the above property, and considering all aspects, mentioned hereinbelow, the title of Shree Ram Mandir Devasthan Trust to the above property is marketable and free from encumbrances.

By a Deed of Trust dated 2nd August, 1958, the said property which was purchased by sus andividuals in the year 1910 was transferred and respectively. The Bombay Brail c Devasthan Trust, registered unter the Bombay Brail c Trust Act, 1950, on 10th December, 1958 and respectively No.A-387. Thans. All the 7/12 extracts from 1958 and 1958 stood in the name of the Trustees of Shree Ram Mandar Devasthan Trust.

On 8th March, 1979, the saft property as agreed to be sold by the said Trust to Mr. Darenand Girdharilal Chowdhary and Mr. Mukesh Dalchand Chowdhary and since then the names of Mr. Dalchand Girdharilal Chowdhary and Mr. Mukash Dalchand Chowdhary appears on the 7/12 extracts.

Permission to sell under the Bombay Public Trust
Act, 1950, by the Charity Commissioner, Maharashtra
State, Bombay, was granted by the Charity Commissioner
on 20th June, 1981. Thereafter as the said Mr. Dalchand
Girdharilal Chowdhary and Mr. Mukesh Dalchand Chowdhary
gave the Development Rights of the said property to you.
The said permission dated 20th June, 1981, was modified by
the learned Charity Commissioner by his Order dated
7th July, 1981, sanctioning the said property for being
developed by you.

Permission under Section 20(1) (a) of the Urban Land (Ceiling & Regulation) Act, 1976, was granted by the under Secretary to the Government, Housing and Special Assistance Department, Mantralaya, Bombay-400 032, by his Order dated 4th November, 1989, bearing Reference No.SSS/THA/1087/(37)/U-XV.

N. A. Permission was granted by Jilla Adhikari

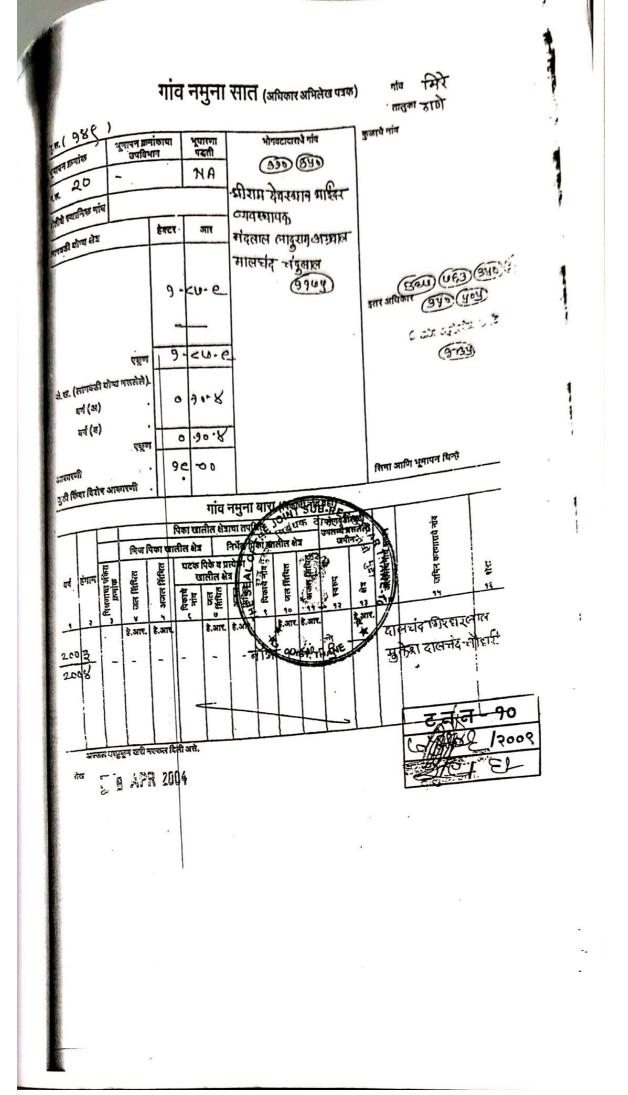
Thane, by his Order dated 9th September (1977)

bearing Ref. No.Revenue/Section-1-Desk-1

Mr. P. M. Vakil, Advocate, High Churt, Bomban has taken a search of the said property fourthe last the years and he has made his Report dated 5th Jun, 1993. This a Certificate in the form of a letter is liven to you after perusing the said Search Report dated 5th Jung 1993, and after perusing the file containing papers and documents and Orders including 7/12 extracts for the period 1910 to 1993.

Yours truly, for Jeshtaram & Co.

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PROPRIETOR GYGEL2009
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No.SSS/THA/1087/(37)/D-XV
Housing and Special Assistance
Department
Mantralaya, Bombay-400 032.

Dated the 4 NO. 1989

Order under section 20(1) (a) of the Urban Land
(Ceiling and Regulation)Act, 1976.

WHEREAS Shri Remmendir Devasthan Trust, Bhayanda B public charitable trust registered with the Charity Commissioner under No. A-387 Thens holds vacant land in excess of the ceiling limit in the B kms.Peripherial Area of Gr.Bombay Urban Agglomeration the details of which are given in the schedule appended to this order;

AND W'EPFAS the said Trust has applied to Govern on 1/11/1987 for exemption under section 20 of the Urban Land (Ceiling and Regulation)Act, 1976 (33 of 1976) here after referred to as the said Act).

AND WIREAS the Government of Maharashtra, is sail fied that, having regard to the location of the land, the purpose for which the land is being or is proposed to be used and other relevant factors, it will suppose the finterest so to do;

upon it by clause (a) of sub section (1) of section and the said Act and after having recorded in writing the reasons for making this order, the overnment of Maharash hereby exempts the said vacant land from the said scant land from the said scan

be developed by the Shri Rammandir Devestion Trust, Bhaya Zaa-90 to be its nominiees for construction of residential flots to be 120032/2

sold to members of the public in order to sugment the finencial resources of the Trust. The Trust shall develo the exempted lend for construction of residential tenemen in accordance with the terms and conditions of this exemp order. Any change made in the user of the land shall amc to a breach of these conditions.

Development of the exempted land by itselfor or through an agency nominiated by the Trust shall be subject to obtaining necessary approval from the Charity Commissi

The Trust/its nominees shall make full utilisation Bombay. of the lend so exempted, for the sforeseid purpose, by constructing tenements on the said land in the following manner:-

Area of exempted land

Tenements Upto 40 sq.mtrs. plinth #

a) First 4000 sq.mtrs.

Upto 25 sq.mtrs. plinth s: Remaining exempted land to be used as under

ii) 35% (16,361.53 sq.mtrs.) Upto 40 sq.mtrs. plinth a.

111) 35% (16,361.53 sq.mtrs.) Upto 80 sq.mtrs. plinth a: The ereas as mentioned in this order

on final measurement.

The Trust shall first handoge 30% after excluding first 4000 sq.m. Fi.e. 3... 20,034.52 sq.mtrs. free of cost all free is to Government before commencing construction of the exempted land. The 30% area of to Government shall be comparable to the 70% land permit to be retained by the Trust in all respects such as acce frontage etc. In the event of any dispute, Government's decision in this regard shall be binding 四 計 使Xelo Zana wallen

Vice President and Chief Executive Officer, Maharashtra Housing and Area Development Authority shall arrange to demarcate a plot admessuring approximately 20,034.52 sq. which is suitable for Maharashtra Housing and Area Deve: ment Authority's public housing programme or the wrid We Bank Project. Formal allotment order in favour of Mahai Housing and Area Development Authority shall be issued t Government separately.

The Trust/its nominees shall get the layout/build Ms approved from the Mira-Bhayandar Municipal Council prior to the commencement of the construction work. The actual construction shall be subject to the Building Reg lation of the Mira-Bhayandar Municipal Council and subje to such other conditions as may be imposed by the Mira-Bheyandar Municipal Council, Town Planning Authorities at other statutory bodies.

The Trust/its nominees shall commence construction of tenements within a period of 12 years from the date of this exemption order and shall complete the construction be phased ma work within a further period of 8 years as stated below: 30% tenements with most rectification

70% tenements within a period of 6 wers 100% tenements within a person of 82.75 failing which the exemption shall stand withdrawn. a part of the exempted land is willsed by the developers and a part remains vacant at the end of the above period, the exemption for the part which on which the buildings are at an incomplete stage at the end of the above period shall be liable to be withdrawn, upon which the vacant land or land with in-complete struct and land appurtenant thereto shall be liable to be acquire

as per the provisions of Chapter-III

the total holding of the trust falling under Development plan Reservations, D.P. Pond approx 33524.52 sq.mtrs, or the reservations prescribed by the Planning Authority in a layout for various public amenities as well as the internal roads (wherever these are to be transferred by the local authorities rules) shall be transferred by the said trust to State Government/Mira-Phayandar Municipal Council without charging any monetary consideration, whenever called without charging any monetary consideration, whenever called into the graph by Government to do so and in any case before obtaining in the project. Internal roads shall be brought upto the standards laid down by the Mira-Bhayandar Municipal Council before they are transferred.

7. The Trust/its nominees shall not transfer the exempted land (with or without buildings thereon) or any part thereof to any other person by way of sale, mortgage, gift, lesse or otherwise, except for the purpose of mortgage in favour of any financial institution as specified in sub-section(1) of section 19 of the said Act.

8. Notwithstanding anything contains in the said Trust/It of ominees preceding clases of this order, if the said Trust/It of ominees desire to transfer the exempted land in vacant condition to any other person by way of sale, toutgage, till, leases otherwise, except to public financial institutions for the purpose of raising finance for the subject of the subject of such apply to the State Government for piror permission for such application shall contain such particulars as the State Government may require. On receipt of such application, the State Government may require. On receipt of such application, the State Government may, after holding such enquiry as it may

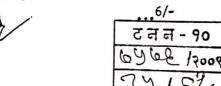
टनन- 90 ८५७६ /२००९ Эү / ९८ deem fit, grant the necessary permission, subject to such conditions as the State Government may deem fit to impose, including a condition that the transferor shall deposit with the State Government the difference between the market price at which it would normally have been acquired under the said Act and such other conditions as may be prescribed. The State covernment's determination of the market price of the land at the time of transfer and the price at which the land would have been acquired under the Act, shall be final, However, this registriction shall cease to apply once the vecent land has bee then unon in accordance with the terms and conditions of this exemption order. It shell then be lawful for the landholders to transfer either the whole or some part of the built up properties constructed on the exempted land. The landholders mey also then transfer the non-vacant land along with the buildings to the purchasers without having to obtain the State Governments permission.

5. The following port of the exempted land shall always, be kept vacant, namely:-

as per building Regulations of the Mira-Bhay adam Thirding Council, Town Flanning Rules and other statisticity regulations.

If there is a change in the permissible F 1.1. or in the statistic tory Regulations in future, whereby additional construction becomes possible, the developers shall undertake such construction strictly in conformity with such regulations.

10. If at any time the State Government is satisfied that there has been a breach of any of the conditions mentioned in this order, it shall be competent for the State Government by



order to withdraw the exemption from the date specified in the order.

Government shall give a reasonable opportunity to the person whose land is exempted of making representation against the proposed withdrawal.

when an exemption is withdrawn or deemed to be withdrawn under these conditions, the provisions of Chapter-III of the land said Act shall apply to the lands as if the land had not been exempted under this order.

Government reserves the right to alter any of the conditions prescribed herein if it considers it necessary in the public interest so to do.

- order in respect of any part of the exempted land that is required for a public purpose at any time before physical construction commences on the land.
- The holders shall advantise the entire scheme within six months from the date of the exemption order issued by the State Government or within three months from the date of sanction of Building Flans by Mira-Bhayan or shall are some council, which ever is leter, in at least two local not papers, giving full details of the schements (non-blinth are sant final selling prices for tenements (non-blinth and carpet meas), specifications, location, terms and conditions of sellotment of tenements in accordance with Maharashtra Ordersh to the Deputy Collector and Competent Authority (Urban Land Ceiling) Urban Agglomeration, Thans within one week from the date of publication of the advertisements; If the scheme is proposed to be implemented in phases (within the total period

in a phased manner as prescribed herein) the first advertisement should be in respect of all the dwelling units, indicating the phases of construction. Attention is invited to condition number 16 and other relevant conditions prescribed under the guidelines issued on 22nd August, 1986. Any violation of the stipulation will be considered to be a brest of the conditions.

(S. Y.Yadkikar) Under Secretary to Government.

THE SCHEDULE

Details regarding emplicant and the vacant land posses by them for which exemption is sought and hereby granted unde section 20 (1) (a) of the Urban Land (Ceiling and Regulation) Act. 1976 ..

1. Name of the person holding the lands

: Shri Rammandir Devasthan Trust, Bhayandar.

2. Status of the person

: Public Charitoble Trust.

1/11/87

3. No. and date of application.

4. Name of Urban Agglo- : 8 kms. Peripherial Area of meration in which land for which exemption

is sought is situated.

eration. ONT SUB-REGISTA Gr. Bombay Urben ाणे-१०

5. Description of property for which exemption is sought.

i) District, Taluka, Village: S.No. 146 to Sr.No./CKS No. etc. Village Mars

Dist. Thena

Taluke

ii) Total area of the holding.

50,747.23 sq.mtrs.

1,04,306.27

iii) land to be used for housing

iv) Land to be handed over : free of cost to Govt.

Area exempted under this order.

50,747.23 sq.mtrs.

Land under Reservations : to be surrendered free of cost to Government/ Mire Bheyander Municipel

33524.52 sq.mtrs.

council.

By order and in the name of the Governor of Maharashtra,

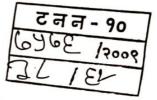
(S.V. Yadkikar) Under Secretary to Government.

onri Rammandir Devasthen Trust, C/o M/s. Rajiv Harmalkar & Associates, . 23/A, A-Mistry Miwas, Senapati Bapat Marg, Opp. Dadar (West), Station, Bombsy-400 028.

copy forwarded for necessary action to:-

- 1) The Deputy Collector and Competent Authority, Thens
- 2) The Administrator, Mira-Bhayandar Municipal Council, Bhay
- 3) The Sub-Registrar, Collectorate, Thans
- Charity Commissioner, Maharashtra State, Bombay, 83, Dr. Annie Resent Road, Worli, Bombey-400 018.
- 5). Vice President, Mahereshtra Housing and Area Development Authority, Griha Nirman Bhavan, Bandra(E), Bombay.
- . 6) Director, World Bank Project, Griha Nirman Bhavan, Bandra(E), Bombay.
- 7) Select file. Desk- XV
- 8) M/s. Ram Nagar Development Correction; 12, Alli Chamber Fort, Bombay-23.





5V8./-

कि.महामुख्यक अहि.श/एनएवी/एमअतः ८२,१३ जित्हाधिकारी कार्यालय ठाणं हिनांगः १५०/२००२

श्रीराम देवस्थान भाईबर व्यवस्थापक थी. नंदर्गात लादुराय जीग्रवाल य इसर यांचे कु.मू. राणाण श्रीरान हालचंद चौधरी रा. मिरा, ता. ठाणं यांचा हि. २७/३/१९२७ रोजीया अजं.

5

हालपन् तहिसिलदार ठाणे यांचेकडील चीकशी आहवाल क्र.महस्ल/क-२/टे-२/एमआर-१० दि. १/३/११४४ तात पत्र क्र. जमिनवाय/२/वशी-३२१६ दि. १६/४/२०८१ लाम उप विभागीय अधिकारी, ठाणं विभाग. ठाणं यांचा अहवाल क्र. टीडी/२/जमीनवाय/म्थनि/एमआर

८२/९७ दि. २२/९/१९९८

MIRIES

शासनाचे गृहनिर्माण व विशेष सहाव्य विभाग यांचे कडील आहेश क्र. एसएसएस/ ट्राएवए 90८७/(३७)/ डी-१५ दि. १४/११/१९८९

प्राचिकारी टाणे यांच्याकडील आदेश क्र. महसुल/कक्ष-१/मंज-७/एनएमी/ एसआर-৩/९२ टि. ९/९/९२

अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणं नागरी संकलन ठाणं वांचे कडील आटंश क्र. भूगलति/शिष्/यु/पत-२०/एमकार ७६ हि. १४/५५/५९४ य) क्र.युएलसी/इज्युग्सग्याग्री-२०० एसआर- ७५ दि. १९/१०/१९९५

भिराभाईंदर नगरपालिका थांघेकडील यांधकाम परवानगी क्र नपा/नर/५०५/९५-९६ दि. २१/४/"'' य) क्रा नपा/नर/१७४७/९३४२/२००१-२००२ दि. २५/१/२००२.

पर्मदाय आयुक्त, महाराष्ट्र राज्य, मुंबई यांचे कडील आदेश क्र. जे/४-२३३-८०/ १६२३३ दि. २०/६/८१ दि. ९/७/८१

सामान्य शाखा (भूसपादन) यांचे कडील पत्र क्र. सामान्य/कार्या-४/टे-३/भूस/कावि-१०७१/९७ डि.

गुख्याधिकारी मिरा भाईदिर नगरपालिका यांचे कडील पत्र क्र. नपा/सीओ/वशी-६३१/२००५ २००२ दि.८/८/२००१

शासनाचे पत्र क्र. एनएपी/२७९९/१९९२/ प्र क्र ९५/ल-२ दिनांक ६/४/३ 99) दि. २९/०३/२००१ रोजीच्या दैनिक ' सन्मित्र ' च्या अंकातील जाहि

अर्जदार यांचे दि. २९/१/२००२ रोजीचं हमीपत्र 93)

आदेश :-ज्या अर्थी, श्रीराम देवस्थान भाईंदर व्यवस्थापक श्री. नंदल भिरे ता.जि. ठाणं यांनी ठाणे जिल्ह्यातील ठाणं तालुक्यातील जर्माजे- मिरे १७,१८,१९,२०,२१पै, २२पं, २३/१ (जुना स.नं. १४६ नं १५१ व १५२ 📜 मधील आपल्या जमीनीतील क्षेत्र ३२,०९९-५२ ची.मी .एवढ्या जागेचा रहिवास या विर्देशोदकी प्रयोजनाय करण्याची परवानगी मिळण्या वायन अर्ज केलेला आहे.

आणि ज्या अधि दि २९/३/२००१ राजी अर्जदार पानी दैनिक जाहिरात दिलेली होती त्यावर भुदतीन कोणनीही हरकत/तकार या कार्यालयाकडे प्राप्त आलंली नाही

त्या अर्थी आता महाराष्ट्र जमीन महमूल अधिनियम १९६६ चे कलम ४४ अनार्थ जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्तं जिल्हाधिकारः बाह्यारे, श्रीराम देवस्थान भाईंटर व्यवस्थापक श्री. नंटलाल लादुराम अप्रवाल व मालचंद चंदुलाल रा. निर ता.जि. ठाणे यांना ठाणे तालुक्यातील मीज-मिरं येथील स.नं१७.१८,१९.२०,२१पे. २२पं. २३/१ (१००) मानं, १४६ ते १५१ व १५२/१) मधील क्षेत्र ३२०९९ ५२ वीं.मी क्षेत्राची रहिवास या विगर शतक प्रशांजनार्थं यापर करण्या यायन पृष्ठील अनींबर अनु<u>का (प्रशांकान) देश्यांत चंत</u> उसकी पिरा भाईबर टनन-१०

768 13009

--२-- क्र.महसुल/य-१/टे.१/एनएपी/एसआर-८२/९७ नगरपालिकं कडील मंजुर नकाशा प्रमाणे खालील क्षेत्रावर वांधकाम अनुतंच नाही.

१. नियोजित रस्ता

२८२-०० चौ.मी.

२. इतर आरक्षण (शाळा च मैदान) १४२५-०० चौ.मी.

३. रिक्रीएशन ग्राऊंड

१२३८४-७१ चौ.मी.

त्या शर्ती अशाः-

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

अनुजाप्राही व्यक्तीने (प्रेटीने) अशा जमीनीचा व्यापर व त्यावरील इमारतीच्या आणि किंवा अन्य यांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवल केला पाहिजं. आणि त्याने अशी जमीन किंवा तिया कोणताही भाग-किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाचिकारी टाण यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नयं. इमारतीच्या वापरावरुन जिमनीचा वापर ठरविण्यांत येईल.

अशी परवानगी देणा-या प्रधिका-याकडून अशा भूषडाची किंचा त्यांचे जे कोणतंत्री उपभूषंड करण्या वावत मंजूरी मिळाली असल त्या उपभूखंडाची आणखी पांट विभागणी करता काम नये.

अनुशाप्राही व्यक्तीने (अ) जिल्हाधिकारी व संवंधित नगरपालिका प्रधिकरण यांचे समीधाः। होईल अशा रीतीने अशा जमीनीत रस्ते,गटारे वर्गरे वांधून आणि (व) भूमांपन विभागा कडून अशा भूखंडाची गोजणी व त्यांचे सीगांकन करुन ती जभीन या आदेशाच्या तारखं पासुन एक यर्षीच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणं विकसित केली पाहिनं. आणि अशा रीतीनं सी जमीन विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीनं विल्हेबाट लावता कामा नये.

अनुजाप्राही व्यक्तीस असा भूंखंड विकाययाचा असंल किंचा त्यांनी इतर प्रकार विकटनार लावायची असेल तर अशा अनुजाप्राही व्यक्तीनं तो भूखंड या आदेशात आणि संनदीमध्ये नम्ह केलेल्या शर्तीचे पालन कठनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकार विन्तेचार लावणे आणि त्यांचे निष्णदित केलेल्या विलेखात तमा खाम उत्लंख करणे हे त्यांचे कर्तथ्य अगल

या मोबत जोडलेल्या म्थळ आराखड्यात आणि किंवा इमारतीच्या तकाशात निर्दिग्ट केल्या प्रमाणे इतक्या जीते क्षेत्रावर बांधकाम करण्या विषयी ही परवानभी देण्यात आलंली आहे. महर भूखंडातील नकाशात दर्शविल्या प्रमाणय उर्वरित क्षेत्र विना यांधकानु

७. प्रातायित इमारत किया काणतंत्री काम (अमल्याम हुमोह्म भीवकामाम गुरुद्धीक अनुशाप्राही व्यक्तीनं (ग्रेटीनं) मिरा भाइंटर नगरपादिका खंदी असे वांचकामकरण्यान्। आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर विकासक असले

८ . अनुजाप्राही व्यक्तीने सोयत जोडलेल्या नकाश द्विभूवित्या प्रमुणि गीमालिक गायक्की (ओपन मार्जीनल डिस्टॅसेस) सोडले पाहिज्.

या आदेशाच्या दिनांका पासन एक वर्षांच्या कुलावर्षात अनुतापाठी जमीनीचा विगर शेती प्रयोजनासाठी वापर करण्यास मुठेन्त कुना पाहिज साप्र कालावधी वाढविण्यांत आला असेल तर ती गोप्ट अलाहिदा. न केल्यास ही परवानगी रदद करण्यांत आली अस्त्याचे समजण्यांत पेड्स.

१०,अनुज्ञाप्राही स्पर्कतिने अशा अमीनीचे विगर शेलकी प्रयोजनार्थ यापर करण्यांस ज्या दिनांक। पासून सुरुवात केमी असंग किया त्या दिगांकाम त्यांने अशा अमीनीच्या व्यपरात यदल केन्त असील तर तो दिनांक त्याने एक महिन्याच्या आंत सलाठया मार्फत ठाणे तहसिलदारांस कळविले

99. सदरह् आदेशाच्या दिनांकापासून सदर अगुनाप्राहीनं त्या जमिनीच्या संयंधात दर यो.मी मार्ग ०-८९-४ रुपये दराने विगर शेतकी आकारणी दिली पाहिजं. उक्त प्रमाणदर हा दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात राहील. किंवा परवानागीच्या तारक्रंच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे विनशंती दरानं विनशंती आकार देणे यंधनकारक राहिल अशा जमिनीच्या वापरात कोणत्याही प्रकारचा यदल करण्यांत आला तर त्या प्रसंगी निराळचा दरानं विगर शेतकी आकारणीच्या हमीची मुदत अजून संगाप्त ब्हावचाची आहे ही गोष्ट विचारांग घंण्यांग येणार नाही.

१२ सदर जागेची अती तातडीची माजणी फी रक्कम रु.२१,०००/-(अधर्म एकवीस हजार गात्र) चलन क्र. ४४७ /२००२ दिनांक १६/१०/२००२ अन्वये शासन जमा केली आहे

9३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितक क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्रं तसेच विगरशेतकी आकारणी यांत बदत करण्यांत येईल.

१४. सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षांच्या कालावधीत अनुजाप्रीने अशा जमीनीवर आवश्यक ती इमारत वांधली पाहिजे. अन्यथा मदर्द्र आदेश रदद समजण्यांत थेईल. व अनुजाप्राही यांना अकृषिक परवानगीसाठी नव्याने अर्जा सादर करावा लागेल.

9५. पुर्वीच मंजूर केलेल्या नकाशायरहुकुम अगोदरच वांधलेल्या इमारतीत अनुजाप्राहीतं कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरवदल करता कामा नये. मात्र अशो भर घालण्यासाठी किंवा फेरवदल करण्यासाठी जिल्हाधिका यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरवदलाचे नकाशे मंजूर कठन घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाप्राही व्यवतीने आजुवाजुच्या परिसरांत अख्यच्छता व घाण निर्माण होणार नाही अञ्च रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व तांड्याच्याया च्यारा करण्याची व्यवस्था केली पहिजे

अधिकार असेल.
१८व. वरील खंड अ) मध्यं काहोही अंतर्भूत असलं तरीही या परवानगीच्या तरतूटीविकक्ध जाइल कोणतीमी इमारत किंवा वांधकाम अभे करण्यांत आलं असले किंवा तरतूटी विरुद्ध या इमारतीच्या किंवा वांधकामाचा वाभर करण्यांत आला असले तर् विनिर्दिग्ट मुटतीच्या आंत अशा रीतंत अगारलेली इमारत कावृत टाकण्या विषयी किंवा तीन फेरवेडल करण्याविषयी दाण्याच्या

टनन- 90 ७५६९ /२००१ ८९ /६५ क्र.महसुल/क-१/८.१/५२५५।/५सआर-८२/४७

जिल्ह्याधिका याने निर्देश देणे विधा संपत असंल. तुमेम ठाण्याच्या जिल्ह्याधिकाऱ्याला ाजा इमारत किंवा बांधकाम कातून टाकण्याचे किंवा तीत फेरयदल करण्याचे काम करवून धण्याना

प्रीत्यर्थ आलेला खर्च अनुजापाही व्यक्तीकडून जभीन महसुलाची थकवाकी म्हणून वसुल करन घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळवितवाट व शेतजमीन अधिनियम १९४८, गहाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंगलांग

इतर कोणत्याही कायद्याचे कोणतेही उपचंध प्रकरणाच्या अन्य संयंधीत यावींच्या वावतीत लाग् होतील. त्या उपवंधाच्या अधिन असेल.

२०..अनुजाप्राही यांनी विगरशेतकी आकारणीच्या पाचपट रक्कम ठ. ८०,४९५/- (अधरी रु. ऐंशी हजार चारशे पंच्यात्रव मात्र) रुपांतरीत कर (कन्व्डर्शन टॅक्स) म्हणून तलाठी मजा मिरे यांचे कडील पावती क्र. ०८०६३५२ दि. १७ /१०/२००२ अन्वयं सरकार जमा यंजी

२१. अनुजाप्राठी यांनी मिरा भाईदर नगरपालिका यांचे कडील मंजूर नकाशायरहुकुमच वांधकाम कंले पारिजे.

२२. अनुज्ञाप्राही यांनी मिरा भाइंदर नगरपालिका यांचे कहिल वांधकाम नकाशा व्यविरिक्त जाउ वांधकाम केल्यास अगर यांधकामा मध्ये वदल करुन जादा चटर्डक्षेत्र निर्देशांक वाप्रत्ल्याम अनुज्ञागाही हे महाराष्ट्र प्रादेशिक नगररंचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यांस पात्र रहातील व असे जादा यांधकाम दूर करण्यांग पात्र राहील.

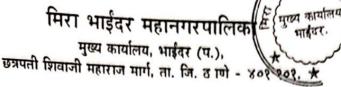
२३. शासनाचे गृहनिर्माण व सहाय्य विभाग यांचकडील आदेश क्र. एसएसएस/टीएनम १०८७/(३७)/डी-१५ दि. १४/११/१९८९ व अपर जिल्हाचिकारी व सक्षम प्राधीकारी ठाण नागरी संकुलन ठाणे यांचकडील आदेश क्र. युएलसी/टीए/यु/कलम २०/एसआर-७६ हि. १४/११/१९९४ अन्यये प्रश्नाधिन जागमध्ये नागरी कमाल जमिनी धारणा कायदा १९७६ न कलम २० प्रमाणे यांजना मंजुर कलेली अगुन सदर आदेशामध्ये न्यून्य कार्या मापाच्या सदनिका बांधण हे परवानगीधारक बांचवर बंधनका है दूरिक्स सहित आहे क मुदतवाढ शासनाकडुन धतल्याशिवाय अनुजायाही यांना जागेव वाष्ट्रकाम करता यंणार आदेशाची मुदतवाढ गेण अनुजापाठी यांचेवर वंधनकारक राजील 💆 २४.या प्रकरणात पिण्याच्या पाण्याची सांच करण्याची जवाविक्ती अनुजाग्राही मिनुवंबर गहीनी आणि भिण्याच्या भाष्याची सोच आली आहे किया व.में चा सिहात स्वाची किल्सीशवान सि भाईदर नगरपालकेने संवंधितांस विकासकास वापर परवाना देऊ

जिल्हाधिकारी ठाणं

श्रीराम वेबस्थान भाईंदर व्यवस्थापक श्री. नंदलाल लादुराम अग्रवाल य इतर

रा. मिरं ता.जि. ठाणं

नेर्ल्डाधिकार्ग आणं कांग्ना ट न न - 90



जा. क्र. मि.भा./मनपा/नर/--१-१-१-५--/--०६-७५

विनांक :- २८१३ २००७

जमीन/जागामालक - मे. श्रीराम देवस्थान नंदलाल लावुराम व भालचंद्र चंदुलाल कामठिया

अधिकार पत्रधारक - मे. रामनगर डेव्हलपर्स कार्पो. द्वारा - वास्तुविशारद - मे. अविनाश म्हात्रे ॲन्ड असो.

> विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - मिरा सर्वे क्र./ हिस्सा क्र. नवीन १७, १८, १९, २०, २१, २२, २३/१ जुना १४६, १४७, १४८, १४९, १५०, १५१, १५२/१ या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.१३/०२/२००७ चा अर्ज.

२) मे. सक्षम प्राधिकारी नागरी संकुलन ठ ाणे यांचेकडील आवेश क्र. <u>यु.एल.सी./टी.ए/डब्ल्यु.एस.एच.एस.-२०/एस.आर-७५, दि.११/१०/९१</u> ची मंजरी.

३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क्र. महसूल/क-१/टे-१/एनएपी/एसआर-८२/९७, दि.१७/१०/२००२.

४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/३९०/०६-०७, दि.१८/०१/२००७ अन्वये तात्पुरता नाहरकत दाखला.

५) <u>या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/२०९४/२००४-०५,</u> दि. ३१/०१/२००५ अन्वये सुधारीत बांधकाम परवानगी.

ः सुधारीत बांधकाम प्रारंभपत्र :- (इमारत क्र. एफ-३, अस्से ली च्या मयाधि

(फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या किंग्रीम ४५ अनुविधि व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, रिक्टू (प्रकरण विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी अम्रण विनंती केले नुसार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे – मिरा सि.से. 🗸 🐗 क. नवीन वरील प्रमाणे जूना वरील प्रमाणे या जागेतील रेखांकन, इमारतीच ब्राधकाम नकाशांस खालील अटी व शर्तीचे अनुपालन आपणाकड्न होण्याच्या अधीन राहुन ही मंजुरी देण्यात येत आहे.

१) सदर भखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

सदरच्या बांधकाम परवानगीने आपणास अप्रकृतिहानकात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

टनन- 90 696212009

मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्यांची तालुका निरिक्षक भूमि अभिलेख ठ ाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमय्ये पाठ विणेची आहे व त्यास मंजूरी घोणे मह आवश्यक आहे. सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय महिन्द्री वेसुमार नाही. तसेच मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर दिसे यो माईदर विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यमें दूरिस्या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहील. या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे सदर् प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी नकाशातील रस्त्याशी तसेच या जागेवरील प्रस्तावीत होणा-या बांघकामास रस्ते संलग्नित ठे वणे व सार्वजनिक वापरासाठी खुले ठे वणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / घारकाची कोणतीही हरकत असणार नाही. नागरी जमीन धारणा कायदा १९७६ चे तरतुर्दीना व महाराष्ट्र जमीन महसुल कोणत्याही प्रकारची बाधा येता कामा नये व या अधिनियम च्या तरत्वीस दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमूलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर घारक यांची राहील. रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता स्ट्रीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायवेशीर हक्क असणार नाही. मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हदी जागेवर प्रत्यक्षपणे जुळविण्याची जबाद्द प्रविहरी विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण क्यूलिकस्थासूर्य मंजुरी घेणे क्रमप्राप्त आहे.) मंजुर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (अंतर:जी.) अर्थाद्वाने विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पुर्ण किन्द्र सुविधा सुविधा ्वापरासाठी कायम स्वस्मी खुली ठे वणे बंघनकारक राहील. 🕫) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोतेसूम् प्रमाणपत्र केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये. ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जिमनीवरील प्रास्तीई अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे. १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबंतची सर्व जबाबदारी विकासक/धारक यांची राहील. तसेच सांडपाण्याची सोय व मैलविसर्जनाची स्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहील.

अर्जदाराने स.नं., हि.नं., मोजे, महानगरपालिका मंजूरी, बिल्डरचे नांव, आर्किटेक्टचे नांव, अकृषिक मंजुरी व इतर मंजुरींचा तपशील दर्शिवणारा कलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे प्रत्यक्ष कारावपत्र तसेच सर्व मंजुरीचे मुळ कागदपत्र कामासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठे वणे ही सतुविशारद व विकासक यांची संयुक्त जवाबदारी आहे. अशी कागदपत्र जागेवर मंजूरा न झाल्यास तातडीने काम बंद करण्यात येईल.

१४) मंजुर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) चेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बार्बी विचारात घेऊन (Specifically earthquake of highest intensity in siesmic zone should be considered) आर.सी.सी. बिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा वर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबावत नेंग्रानल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील,

१५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकंची व इतर विभागांची पुर्व मंजुरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत

१६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अन्यधा हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठ रते त्यानुसार उक्त अनिधकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

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- बांघकाम साहित्य रस्त्यावर व सार्वजनिक िठ काणी ठे वता येणार नाही. याबायतचे उल्लंघन झाल्यास महानगरपालिकेकडून आपणाविस्ट्य वंडात्मक कार्यवाही करण्यात
- १) इमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब क्रं.४३ ते ४६ ग्री काटेकोरपणे अंमलबजावणी करण्याची संपूर्ण जबाबदारी विकासक, वास्तुर्विद्वारदाः स्ट्रक्चरल अभियंता, बांधकाम पर्ययेक्षक व धारक यांची राहिल.
- महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रांगिक म्युव्यका करण्याची कार्यवाही खालील यायतीत करण्यात येईल व मुंब महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रावेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविस्य्य विहीत कार्यवाही करण्यात येईल.
 - १) मंजुर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
 - २) मंजुर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निवर्शनास आल्यास.
 - ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.
 - ४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी प्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.
- १९) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २२) मंजुर विकास योजनेत विकास योजना रस्त्याने / रस्ता स्वीकरणाने बायीत होणारे क्षेत्र २८२.०० चौ.मी. महानगरपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वस्मी खुले, मोकळे, अतिक्रमणविरहीत ठे वण्याची जबाबदारी विकासकाची राहील. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणा इपिक्टिस्ट क्षेत्राचा इतरांकड्न मोबदला आपणांस इतर संबंधितास व धुर्कास्तुक्रिककोरही
- २३) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीम् अमीरतीचे अस्तिमामन 🥞 व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र आदर करणे विधनकारक
- २४) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे फ्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करेम् घेतेल्यानंतर-विद्याम् इमारत तोडुन नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- २५) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करन घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकड्न वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायुद्देशीर कार्यवाही करण्यात येईल.

पुरुप कार्यालय 🚉

पुर्निविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावृन घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहील. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशीसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहील. या मंजुरीची मुदत दि.२८).३।८५. पासून दि.२५).३।४८. पर्यंत राहील. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रवद होईल.

सदरच्या आदेशातील नमूद अटी व शतींचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहील.

जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.

प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा वरिल पाणी गरम 30) करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.

यु.एल.सी. आदेशात नमुद केल्याप्रमाणे विकास योजना आरक्षणामधील (95 रेखांकनातील शाळा व खेळाचे मैदानाची जागा त्वरीत महानगरपालिकेकडे विनामुल्य हस्तांतर करणे आपणावर बंधनकारक राहिल.

रेखांकनातील प्रस्तावित "ॲमिनिटी ओपन स्पेस" या जागेचे चटईक्षेत्र हे 37) हस्तांतरणाची प्रक्रिया पूर्ण झाल्यानंतरच मंजूर करण्यात येईल.

मनपा/नर/ ४२६७/ ०८ /०७



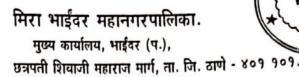
Fa. 2/13 /2000

मिरा भाईंदर महानगरपालिका

सावधान

"मंजूर बांधकाम नकाशे व पारंभ पत्रात नसूद अदी .पालन न करता 🤹 र जो क्रान्स शिस्तार्था. देशार योधकाम करणे श्र नियमादलीनुसार वापर करण कि कि कार अधिक का पास के बायकाम अन्य कि महाराष्ट्र पारिकाल व शिनियम १८ देन देखलपात्र गुन्हा तरतुदीनुसार संबंधीत व्यक्ती शिक्षेत्र पान्न ठ

टनन- 90



ह. मि.भा./मनपा/नर/---<u>२०८ ४ / २००४-०</u>०

दिनांक :- 3315) 2004

क्षेत्र/जागामालक श्री. मे. श्रीराम देवस्थान नंदलाल लादुराम व भालचंद्र चंदुलाल कामिठ या क्षकार पत्रघारक श्री./मेसर्स रामनगर डेव्हलपर्स कार्पा. त - वास्त्विशारद मेसर्स मे.अविनाश म्हान्ने ॲन्ड असो.

> विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - मिरा सर्वे क./ हिस्सा क्र.नवीन १७, १८, १९, २०, २१, २२, २३/१, जुना १४६, १४७, १४८, १४९, १५०, १५१, १५२/१ या जागेत नियोजित वांधकामास बांधकाम प्रारंभपत्र मिळणेवावत.

संदर्भ :- १) आपला दि.१४/०१/२००५ चा अर्ज.

- २) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क. यू.एल.सी./टी.ए/डब्ल्यु.एस.एस.एच. २०/एस.आर - ७५ दिनांक १९/१०/९९ ची मंजूरी.
- ३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी आदेश क. महसुल/क-१/टे-१/एनएपी/एसआर-८२/९७, दि.१७/१०/२००२
- ४) या पुर्वीचे पत्र क. मनपा/नर/७०६/१०४१८/२००२-०३ अन्वये सुधारीत बांधकाम परवानगी व पत्र क्र. मनपु २००३-०४, दि.२८/०९/२००४ अन्वये बांघव्यम् प्राँद्

्मुसाचित् -ः बांधकाम् प्रारंभपत्र ॄर्ी

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह विकास कार्य करण्यासम्ब गंघाकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मिरा भाईंदर महानगर स्लिक मि.स.नं./सर्वे क./हिस्सा क. नवीन <u>वरील प्रमाणे</u> जूना <u>वरील प्रमाणे</u> या जागेतील रेखांकने, र नकाशांस हिरव्या रंगाने दुरुस्ती दर्शविल्याप्रमाणे खालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

सदर भुखंडाचा वापर फक्त वांधकाम नकाशात दर्शविलेल्या वापरासाठीच करण्याचा आहे.

२) सदरची बांधकाम परवानगी आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

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 मंजूर नकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करुन घेणेची आहे व त्यांची जिल्हा निरिक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेयी आहे

व त्याम मंजूरी घेणे आवश्यक आहे.

 अ) सदर भूखंडाची उपविभागणी नगर परिषदेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेय मंत्रुर रेखांकनातील इमारती विकसीत करण्यामाठी इतर/दुस-या विकासकाम अधिकार दिल्याम / विकासामाठी प्रिंघकृत केल्यास दुय्यम / दुम-या विकासकाने मंजुर बांधकाम नकाशे व घटई क्षेत्राचे व परवानगीत नमृद अटी व शर्तीचे उल्लंघन केल्याम / पालन न केल्याम या सर्व कृतीम मुळ विकासक धारक व वास्त्विशारद जबाबदार राहील.

 या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे मदर नकाशातील रम्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळो सुसंगत जुळने आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांघकामास रम्ते संलग्नित ठेवणे व मार्वजनिक वापरासाठी खुले ठेवणेची जवाबदारी विकासक/ वास्तुविषारद / घारक यांची राहील. रस्त्याबावत व वापरावावत आपली / घारकाची कोणतेही हरकत

असणार नाही.

 ह) नागरी जमीन घारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीम कोणत्याही प्रकारची वाधा येता कामा नये व या दोन्ही कायदयान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलवजावणी करण्याची जवाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहील.

७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर मार्वजनिक रस्त्यामाठी /रस्ता रुंदीकरणामाठी करण्यात येईल. यावावत अर्जदार व विकासक व इतर

८) मालकी हक्काबावतचा वाद उत्पन्न झाल्यास त्यास अर्जदार, विकासक, वास्तुविशारद, धारक व संबंधीत धारकांचा कोणताही कायदेशीर हक्क असणार नाही. व्यक्ती जवाबदार राहतील. तसेच वरील जागेस पोच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत

निर्माण झाल्यास सुधारीत मंजुरी घेणे क्रमप्राप्त आहे. ९) मंजुर रेखांकनातील रस्ते ड्रेनेज व गटारे व खुली जागा (आर.जी.) अस्तिक एकि सम्हित नियमाप्रमाणे पुर्ण करुन सुविधा मार्वजनिक वापरासाठी कायम स्यू

१०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाप्रित्

११) इमारतीस उदवाहन, अग्निशामक, तरतुद, पाण्याची जमिनीव सिंह व इमारतीवर्द्गील आशा देन टाव्य इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.

कारणझाठी पाणी पुरवठ १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतरी हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची रेडिन. कार्डी संह मैलविसर्जनाची व्यवस्था काण्याची जवाबदारी विकासकाची/ धारकाची राहील.

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अर्जदाराने स.नं., हि.नं., मीजे, नगरपालिका/ महानगरपालिका मंजूरी, विल्हरधे नांव, विद्वार मंजूरी व इतर मंजूरीचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यत प्राच्यानंतरच इतर विकास कामास मुरुवात करणे वंधनकारक राहील. तसेच सर्व मंजूरीचे मुळ कागवपच स्थापणीतार्था तिरीक्षणासाठी जागेवर सर्व कालालधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशास्त व विकासक योजीव्य संयुक्त जवावदारी आहे. अशी कागवपत्रे जागेवर प्राप्त न हाल्यास तातहीने काम वंद करण्यात येईल. मंजूर रेखांकनातील इमारतीचे वांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) घेऊन व वांधकामाधी जागा भूकंप प्रवण क्षेत्राचे अनुवंगाने सर्व तांत्रिक वांबी विचारात घेऊन (Specifically earthquake of highest intensity in siesmic zone should be considered) आर.मी.मी. डिझाईन तयार करून संबंधीत सक्षम अधिका यांची मंजुरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, वांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था यावावत नैशनल विल्हींग कोड प्रमाणे तरतुदी करून कार्यान्वीन करणे तसेच वांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्यांची पालन करण्यांची जवाबदारी अर्जदार/ विकासक/ स्ट्रक्चरल अभियंता/ वास्तुविशारव/ वांधकाम पर्यवेक्षक/ धारक संयुक्तपणे राहील.

रेखांकनातील जागेत विद्यमान झाडे असत्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजुरी प्राप्त करणे वंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.,

भंजुर बांघकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशे मंजुर घेणे बंधनकारक आहे अन्यथा है बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठरते त्यानुसार उक्त अनिधकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

यापूर्वी पत्र क्रं......वि......वि.......अन्यये /यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून

त्यानुसार कार्यन्वीत करणे बंधनकारक राहिल.

त्यानुर	पार कार्यन्वीत करणे बंधनकारक	राहिल.		प्रस्तावित वांधकाम क्षेत्र	l
प्र.क.	इमारती नांव/प्रकार	संख्या	तळ + मजले	घ्रस्ताावत यापका करा । चौ.मी.	
9	सी	9	पार्ट तळ + ७	३९०४.६२	
2	डी	ų	पार्ट तळ + ७	१३४५१.९० २६६९.९४	
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पुर्वीच्या मंजूरीप्रमाणे अस्तित्वातील क्षेत्र १४३९८.१५
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बांघकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. यावाबतचे उल्लंघन झाल्यास वाराम्यारपालिकेकडून आपणाविरुध्द दंडात्मक कार्यवाही करण्यात येईल.

हमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील वाब कं.४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपूर्ण जबाबदारी विकासक/ अभियंता, वास्तुविशारव, स्ट्रक्चरल अभियंता, वर्यवेक्षक व धारक यांची राहिल.

महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रह करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १६४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुवीनुसार संबंधिकाविरुध्व विहीत कार्यवाही करण्यात येईल.

भंजुर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

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

) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर बांघकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२) मंजुर विकास योजनेत विकास योजना रस्त्याने / रस्ता रुंदीकरणाने बाधीत होणारे क्षेत्र. 2.2.2.2.0.0.न्हर्ती - क्र चौ.मी./ महानगरपालिकेकडे हस्तातर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्रांचा लाभ/ मंजुरी देण्यात आली असल्याने सदरचे क्षेत्र कायमस्वरुपी खुली/ मोकळे/ अतिक्रमणविरहीत ठेवण्याची जबाबदारी विकासकाची राहील. तसेच या जागेचा मालकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही वर्ग करता येणार नाही. तसेच या क्षेत्राचा इरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार न्राही.

अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करणे बंधनकारक आहे.
१४) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असम्प्रास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करुन घेतल्यानंतर विद्यमान इमारत तोडून निक्रीने बांधकामास्यारिभ करणेत्व वांघनकारक आहे:

२५) प्रस्तावातील इमारतीचे वांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे क्ष्यू झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करुन घेणे व तदनंतरच इमारतीचा वापरास्ट्रित जापर करणे आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालु अते होंचे वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात

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पुनिविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्या कियानार कार्यालय जवाबवारी वास्तुविशारद, विकासक व धारक यांघी राहील. याबाबतधी सर्व कायदेशीर पुर्तत कार्याकार्य रहिवाशांसीवत करावयाचा करारनामा व इतर बाबी) विकासकाने /धारकाने करणे वंधनकारक राहित्य या मंजुरीची मुदत वि.३५.१५.५५... पासून वि.३५.१५.६५.. पर्यंत राहील. तदनंतर महाराष्ट्र अदेशिक व नगररचना अधिनियम १९६६ घे तरनुवीनुसार विहित कालावधीसाठी नृतनीकरण करण्यात येईल अन्यधा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल.

या पुर्वीचे पत्र क. मनपा/नर/७०६/१०४१८/२००२-०३, दि.२१/०१/२००३ अन्वयेघी सुधारीत.बांधकाम परवानगी व पत्र क्र. मनपा/नर/१०५०/१११०७/२००३-०४, दि.२८/०१/२००४ अन्वये देण्यात आलेली बांधकाम परवानगी रह करण्यात येत आहे.

२९) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जनावदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, वांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहील.

यु.एल.सी. आवेशात नमुद केल्याप्रमाणे विकास योजना आरक्षणामधील रेखांकनातील शाळा व खेळाचे मैदानाची जागा त्चरीत महानगरपालिकेकडे विनामुल्य हस्तांतर करणे आपणावर वंधनकारक राहिल.
रेखांकनातील प्रस्तावीत 'ऑमेनिटी ओपन स्पेस' या जागेचे चटई क्षेत्र हे हस्तांतरणाची प्रक्रिया पुर्ण

साल्यानंतरच मंजूर करण्यात येईल.

मनपा/नर/ २०९४ /२००४/०५

'सावधान'

मंजुर बांधकाम नकाशे व प्रारंभ पत्रात नमूद
अटी व शर्तीचे पालन न करता वांधकाम केल्यास
व नियमावलीनुसार आवश्यक असलेल्या परवानग्या
न घेता बांधकाम करणे व वापर करणे वेकायदेशीर
असून सदरहू बांधकाम अनिधकृत बांधकामाबावत
अधिनियम १९६६ व मुंबई प्रांतिक महानगरपालिका
अधिनियम १९४९ च्या तरतुदीनुसार दखलपात्र गुन्हा
ठरुन संबंधीत व्यक्ती शिक्षेस पात्र ठरतात.

R. 35 19 1200 Y



टनन-१० ७५७८/२००९ ५१/८४

(R. P., 1991 E. 1) (Fin. R. Ports No. 1) पूर्व पत (बहुत्सीत त्यीप) URIGINAL COPY [MON TRANSFRRANCE] शासनाम केलेल्या प्रवानाची पायरी RECEIPT FOR PAYMENT TO GOVERNMENT (stunemate) (on 2 9 रोषणात्र म लेखा उत Cashler or Accountant ATTORNEY POWER OF TO ALL TO WHOM THESE PRESENTS SHALL COME. I Mr. MUKSON Dalchand Chowdhary adult, Indian Inhabitant of Thane, Having Mira Road (6) Address Admn. Office Sector -Thane M/s RAM Whereas As I am a configurated and partners NAGAR DEVELOPMENT FORPORATION business I am required to execute various documents including AGREEMENT) FOR SALE DEED CONFIRMATION / DEED OF CANCELLATION for Old Survey No Burvey No 18819 Hissa No DHAM at village MIRA Talula of Dist. Thou executed decuments. And WHEREAS certain documento are required to be at the office of the office of the Sitts Registrar of Ass DIST. हन न - ७ Propri Officer. (SUD 1 टनन-

And Whereas I am desirous of appointing to MR DINEST!

BHATT ludian Inhabitant of Mundal / thans Address at Nagar, Borivali (W) Mumabi & MR. BHEKHAR CHANDRAKAN:

TALEKAR adult, Indian Inhabitant of Mumbai Address at B

102, Oyaneshwari Co op Hsg., Peru Baug, Aarey Road. Goregaon

(E) Mumbai -63 as my true and Jawful Attorney for the purpose of registration of all such documents.

Know New Ye And These Presents Witiness That I, Mukesh Dalchand Chowdhary Partner Of M/s RAM HAGAR. DEVELOPMENT CORPORATION do hereby appoint, number Constitute the to Mr. Dinesh Bhatt & Mr. Shekhar Chandrakant Talekar as my true and lawful ATTORNEY to do the following Flats acts, deeds and things:

1. To appear before the Sub-Registrar of Assurance concerned in respect of any documents here before executed by me or be executed by me hereafter as Authorized Signatory and M/s RAM NAGAR DEVELOPMENT CORPORATION and for me and on my behalf to admit executions of such documents by ms.

2. For the first on my full to insent for the Registration and documents the victore secuted by the or to be executed by me as Athorized Signators and for Pariner M/s RAM NAGAR DEVELOPMENTAGE RATION To do all acts, deeds and things and on my behalf to cause the attendance of any executing parties to any documents as the sub-Registrar of Assurances and to indicate the sub-registraring any documents as my said and approper.

AND I for myself agrees and undertake to read y and confirm and whatsoever my snick and morned shall lawfully do or print to be done if the of these preserves

व / १ वर न न

IN WITHESS WHEREOF I. Mr. Mukesh Dalchand Chowdhar have here unto set and subscribed my hands on this 15.-da of 1829 - 2004

Signed & Delivered by the

Withinnanned

Mr.Mukesh Dalchand Chowdhary

In the presence of M/s RAM NAGAR DEVELOPMENT CORPOPATION

PROLIT

March

Specimen signature of attorney

(Dinesh Bhatt



(Shekhar Chandrakant Talekar)







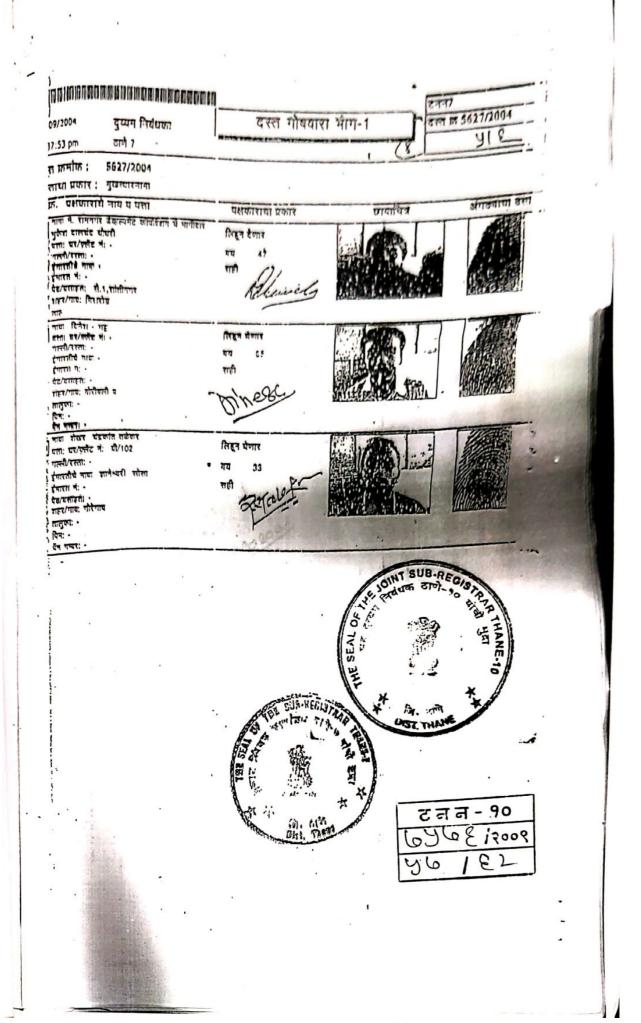


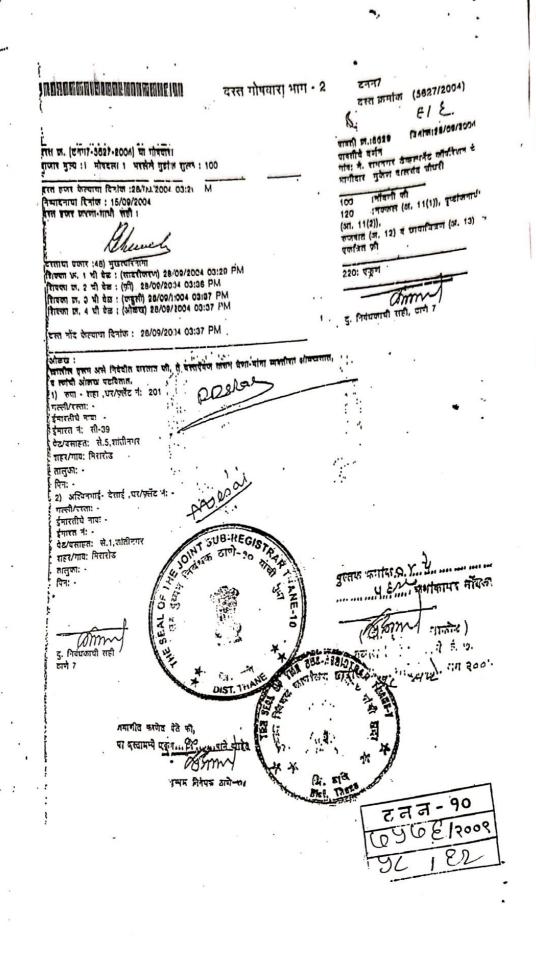
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दुष्या निर्वयकाः हाणे 7

Turiday, Sepiember 11, 1862 नोंदणीपूर्व गोषवारा 3:33:00 PM ही नगहिली वसकारांनी साक्षाकित क्रिकेट्या इनपुट क्रिकेट (1) विकेखाचा पकार नुसारगाना शहरताची माहिती संगणकावर चेच्यात आसी याण अर्थ दर् ्राचनाच्या नावता सामाकावर घण्यात आला याण अर्थ पर भौदणीताठी स्वीकारता अता नारी-दुष्टान निर्वयक दस्ते गाळ'. गालतात किया निर्यनानुतार योग्य ती अन्य कार्यवाडी तार याः 3) स्वरु/दकारता जनसम्बद्ध (2) मोबदला ₹. 1.00 (3) याजारभाग (भाडेपटटवाच्या यावसीत स. 1.00 3) बदरा/दुहस्त्वाः कराव्यात. पटराकार आकारणी देती की 4)जनील 1.2.0.4.5.6 मधी क्वल जरता मेगार आडी भारतेसा मजूर खोडावा पटटेदार हो नमूद करावे) (4) बाजारशायामगांठी गुक्रोक सुल्ल 7 100.00 (5) याजारमावाप्रमाणे नीवणी की TO.01 (6) दस्त निष्पादित फेल्याचा 15/09/2004 (१) प्रकामी लेक्या (B) भू-मापन, जोटहिरनत व परक्रमांवा (1) पर्णना गोर्ज मिरा सा.जि. ठाणे पेथील संबं न 146 ते (असल्गरा) (9) मालमतेचे इतर वर्णन 151 व 162/1 मधील शांतीधान प्रोजेयट वायत. ONT SUB-REGIS ार्गियुक्त काणी विश्व आगीदार मुकता दालयद बीव्य (10) क्षेत्रपाच - PETRONE (1:) आकारणी किंवा जुडी धेण्यात (1) भागेल तेका (12) 'दरतारेयज करून देण्या-या (1) मे. रामनगर (अहला) जीरीरेर गस्सी/रप्ताः -: रंगारतीय नायः -: गरत भा । पेड/पलाइता ते.1.वा पशकाराचे नाव किया निवाणी न्यायातवाचा पुरुमनाना किंवा आध्या क्षातुकाः -: विगः -: वेग नावरः -असत्वास, प्रतिवादीचे भाव व पत्ता (धारती/रचला। । ईगार्वतीय नाया। (धीना । वन नन्यप् (१) गिगेश • भग्ना घर/इसेंड गी शहर/गानः योरीयसी पः तानुकाः न्यापालचाचा हुकुगनामा किंवा आंता (2) त्रोगर चंद्रकात सळेळार घर सिंह नं: वी/102; गल्ली/राताः : इनारतीये असल्यास. वाटीवे नाव व प्रत्य (13) 'बरसपेबान कासन घेण्या-मा यसकाराचे ताब किंवा विवाणी गोसाः एंगारत नः -: गेठ/पसास्तः -असत्यास, वादीवे नाव व पता DIST. THE पूर्व नोंदणी गांचवारा तपासून वाहिला • हो वरोबर आहे/ह्याच्यात नमूद फ़िसेसे रतन-७ नोदणी गोषया-यामध्ये इतपुट कौर्भ प्रमाणे वृंबा डाटा रेट्री करण्यात आती आहे. 889 200x (एसकाराग्री स्वासरी) (डाटा एंट्री ऑपरेटर ची खाक्षरी) गुला आहे. पतकाराने ममूद केरोले नींपरीपूर्व गोषवारा इनगुट फॉर्न प्रमाणे आहे ! याथा मेळ मूळ दुरुपारि प्रमाण आहा आ प्रदर्श दुरुस्त्या याचा समावेश करण्यात आल आहे. (mm (दुय्यम निवंधकाची स्वाशरी) B-DLG, DOA REGISTRATION Page 1 of 1 टनन- 90 2/2008

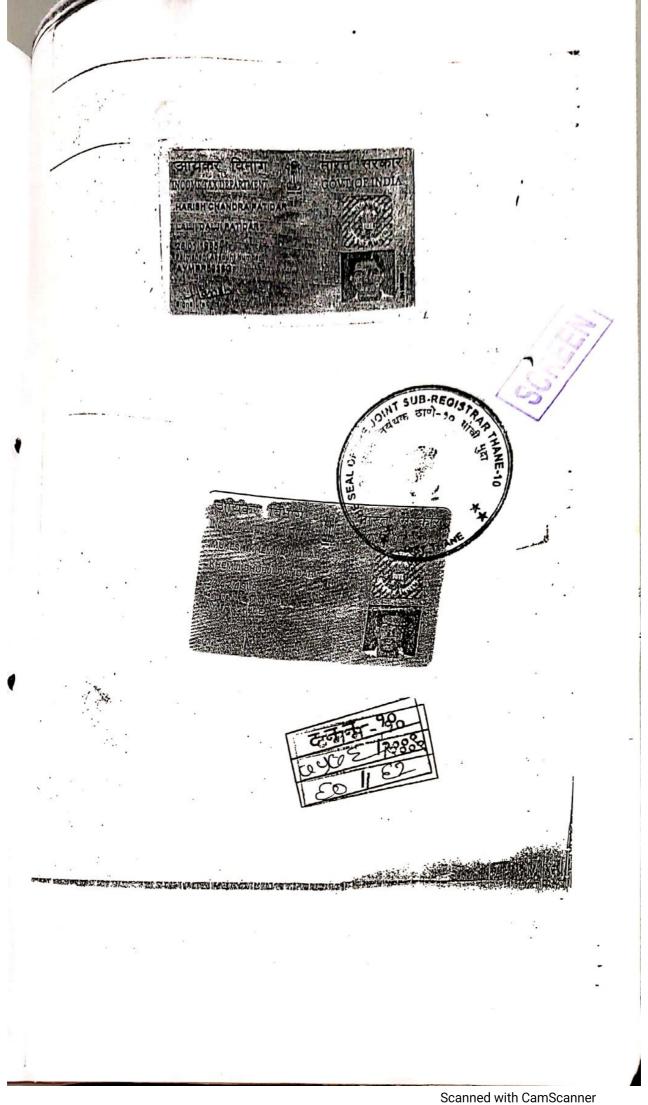




<u>घोषणापत्र</u>

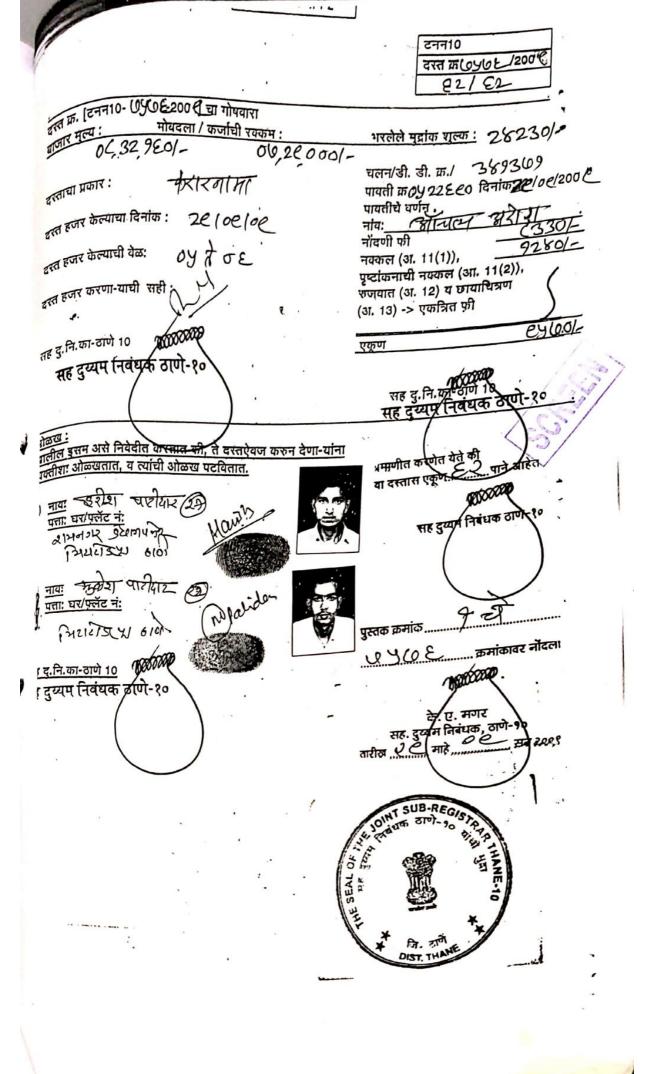
कुलमुखत्यारपत्रदारकांचे नाव व सही

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टनन10 दस्त क ७५७६/200 ८ E9/E2 क्रमांक: ७५७ ६/२००० चा प्रकार: पक्षकाराचे नाव व पत्ता अंगठ्याचा ठसा छायाचित्र पक्षकाराचां प्रकार अयोब लिहून घेणार वय (22 402, B-13, पताः लिहून घेणार नावः पॅन नम्बर: वय पत्ताः सही डिकामप्रमेग्ट क्रांपिनिह्न देणार सही लिहून देणार नावः ' पॅन नम्बर: वय पताः सही लिहून देणार नावः पॅन नम्बर: वय पत्ताः सह दुर्म्यम निबंधक द्राणी-१० सही OINT SUB-REGIS

दस्त गोषवारा भाग-1



SHANTI GARDENS SECTOR - 6 BLDG NO. 1 TO 5 CO-OP. HOUSING SOCIETY LTD.

REGD. NO. TNA / (T.N.A.) / HSG / TC / 22314 / 2010

MIRA VILLAGE, OPP SURVA SHOPPING CENTRE SRUSHTI, MIRA ROAD (E). THANE - 401 107

Date 4/01/17

CERTIFICATE TO WHOMSOEVER IT MAY CONCERN

This is to certify that Shri/Smt	Ragini	Indrac	lev 1	MIGH	0
is a resident member of our society	and holding fla	t no 303	1304	8	in
Building no. 3 as an o	wner member 16 under seria	pursuant I no	to duly	/ regist	ered

The said member along with family residing in our society since 7 the 2016 We have no objection if he/she applies for obtaining necessary public documents/record in his/her or their family member/s name on the said flat and address as per law.

This certificate is issued as per his/her request for submitting to all concerned public department/office.

For Shanti Gardens Sec 6 8145 No.1 to 5 CHS Ltd

Reg. No. TNA/(TNA)HSG/ (TC)/22314/

Hon.Secretary

Note: This letter /NOC conficate is a sued without prejudice to the rights of society and society holds no risk if the missed by the member or his/her family member/s other than for the purpose of confirmation of membership of residence.

