

206

॥ वेदांत ॥

THE RESIDENTIAL COMPLEX



under the said Development Agreement dated 10th June 1988 to the Company and by virtue of the said Consent Terms, the Company has now become entitled to develop the said property in terms of the said Development Agreement dated 10th June 1988 which Development Agreement was modified by the said Consent Terms dated 9th February, 1994.

8. By an Agreement dated the 31st day of March, 1994 made between the Company of the One Part and the Developers of the Other Part, the Company appointed the Developers as the joint Developers for developing the said property on certain terms and conditions recorded in the said Agreement dated the 31st day of March 1994;
9. Under the said Agreement dated the 31st day of March 1994, the Company and the Developers have jointly agreed to develop the said property and for the sake of convenience the Company and the Developers are jointly referred to as "the Company";
10. Under the said Agreement dated the 31st day of March 1994 the Company and the Developers are jointly entitled to develop the said property and sell and dispose of the premises therein to the prospective purchasers on ownership basis;
11. The Collector and Competent Authority (Urban Land Ceiling) Thane Urban Agglomeration, ex-officio Deputy Secretary to the Government in Housing and Special Assistant Department has by his Order bearing Reference No.ULC/TA/W.S.H.S. 20/SR-612 dated 11th May 1994, granted exemption to the Company under Section 20 of the Urban Land Ceiling and Regulations Act 1976 to hold the excess vacant land on certain terms and conditions set out in the said exemption order a copy whereof is hereto annexed and marked with letter "A";
12. By the Corrigendum Order dated the 23rd day of June 1995, the Collector and Competent Authority revised the Schedule to the Exemption Order dated 11th May 1994 as per D.I.L.R. measurement plan and included Survey Nos. 146, Hissa .No.5 part and 6 part in the Schedule to the said order dated 11th May 1994 and permitted the Company to retain the aforesaid Survey Nos. 146, Hissa No. 5 (part) and 6 (part), a copy whereof is hereto annexed

Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15. In the event of any Society being formed and registered before the sale and disposal by the Company of all the flats on the said property, the Company shall have absolute authority to deal with and dispose of the unsold flats, in such manner as it deems fit and to receive the consideration in respect thereof. Provided Always the Purchaser hereby agrees and confirms that in the event of the said Society and/or Limited Company or Condominium of Apartment being formed before the Company deals with or disposes of all the flats to be constructed on the said property then and in that event an allottee or Purchaser of flats from the Company shall be admitted to the membership of such co-operative society, Limited Company or Condominium of Apartment on being called upon by the Company without payment of premium or any additional charges save and except Rs. 251/- for the share money and Rs. 10/- as entrance fee and such allottee, purchaser or transferee thereof shall not be discriminated against or treated prejudicially by such common organisation.
16. Unless it is otherwise agreed to by and between the parties hereto the Company shall as aforesaid cause to be transferred to the Society or Limited Company all the right, title and the interest of the Company in the aliquot part of the said land together with the building/s by obtaining /or executing the necessary conveyance the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance shall be in keeping with the terms and provisions of this Agreement. The Purchaser hereby agrees with the Company that the right to utilisation of the terrace of the said building and for display of advertisements and putting up hoardings shall belong to the Company and the Purchaser or the society/limited company shall not have any right, title or interest in respect thereof and shall not raise any dispute with regard to such right belonging to the Company. The Company shall at all times be entitled to use the terrace of the said building or if the Company

and marked with letter 'B';

13. The Collector of Thane has by his order bearing No.5B-117/95 dated the 9th day of August 1995 granted permission to the Company to convert the user of the said land from agriculture to non-agriculture and while granting the said permission to convert the land from agriculture to non agriculture imposed certain conditions which the Company and the Developers will have to comply with, a copy whereof is hereto annexed and marked with letter 'C';
14. As per the aforesaid orders passed by the Competent Authority and the Collector, and by virtue of the Development Agreement dated the 31st day of March 1994, the Company and the Developers are jointly entitled to develop the said property as also the excess vacant land area which have been exempted under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 and construct building thereon as per the terms set out in the said orders and sell the flats constructed thereon;
15. In pursuance of the afore recited orders the plans were submitted to the Local Authority which have been sanctioned by the Local Authority and on as a result thereof, the Company and the Developers are jointly entitled to develop the said property which includes the exempted land as per the said plans;
16. The said property and the exempted land are hereinafter jointly referred to as "the said property" and the Flat Purchaser is/are buying the flat/parking space/open space/shops constructed and/or to be constructed on the said property with the full knowledge of the same as also with the knowledge of the terms and conditions of the said permissions granted by the Competent Authority and the Collector and having fully satisfied with the same and after having understood the implication thereof and also having full knowledge of the type of construction that is being put up on the said property;
17. Messrs.Kanga and Company, Advocates and Solicitors for the Company have investigated the title of the Company to the said property and have issued their Certificate of Title to the said property as clear and marketable, copy

W H E R E A S

1. Indian Tools Manufacturers (A division of The Zenith Limited) (hereinafter called "the Owners") were seized and possessed of or otherwise sufficiently entitled to the property situate lying and being at Pancha Pakhadi, Taluka and District Thane and more particularly described in the Schedule hereunder written (hereinafter called "the said property");
2. By a Development Agreement dated the 10th day of June, 1988 made between the Owners of the One Part and Runwal Constructions Private Limited of the Other Part, the Owners agreed to permit the said Runwal Constructions Private Limited to develop the said property for the consideration and on the terms and conditions contained therein;
3. The said Runwal Constructions Private Limited with the knowledge and consent of the Owners assigned and transferred their right, title and interest and all benefits and obligations under the said Development Agreement dated the 10th day of June 1988 in favour of one Benson Estate Private Limited and permitted them to develop the said property;
4. Benson Estate Private Limited failed to pay the installments as stipulated in the said Development Agreement dated 10th June 1988 and as a result thereof certain disputes and difference arose between the Owners on the One hand and the said Benson Estate Private Limited on the Other hand and as a result thereof the Owners terminated the Development Agreement dated the 10th day of June, 1988;
5. Benson Estate private Limited filed a suit in the Hon'ble High Court of Judicature at Bombay being Suit No.921 of 1992 (Benson Estate private Limited Vs. Zenith Limited) seeking reliefs as set out in the Plaint filed in the above suit;
6. The said disputes and differences were amicably settled and Consent Terms were filed in the said suit on the 9th day of February, 1994;
7. Pursuant to the said Consent Terms it was inter alia agreed and confirmed by and between the parties to the said suit that Benson Estate Private Limited assign and transfer all their right, title and interest, benefits and obligations



DATED THIS 4th DAY OF Oct. 1993.

Between

GENTRONICS LEASORS & DISTRIBUTORS PVT. LTD.
&
KABRA ESTATE PVT. LTD.

Mustafa Building, 2nd Floor, Sir P. M. Road, Fort,
Mumbai-400 001.

BUILDERS
AND
PURCHASERS

Shri/Smt./Kum. Dr. Achhelal Dilai Yadav

Phone No. : _____

AGREEMENT FOR SALE

FLAT /SHOP NO. 604 ON 6th FLOOR

IN BUILDING NO. A-4

IN

VEDANT

Opp. Kores India Ltd.,
Pokhran Road No. 1, Thane (West).

Advocates & Solicitors :
M/S. KANGA & CO.
Readymoney Mansion, Veer Nariman Road,
Mumbai-400 023.

of which certificate is hereto annexed and marked as Annexure 'D';

18. The Purchaser has, in pursuance of the said certificate issued by the Company's Advocates and Solicitors accepted the title of the Company to the said property as clear and marketable, and, has got no objection thereto;
19. The Company has entered into a standard Agreement with the Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architect;
20. The Company has appointed structural Engineers for the preparation of structural designs and drawings of the building and the Company has accepted the professional supervision of the Architects and Structural Engineers till the completion of the construction of the said flats in the said building;
21. The Purchaser has demanded from the Company and the Company has given inspection to the Purchaser of all documents of title relating to the said property, plans, designs, specifications and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of constructions, Sale Management and Transfer) Act, 1963 ("the Act") and the rules made thereunder;
22. Copies of the Record of Rights/extract and the relevant revenue records are hereto annexed and marked as Annexure 'E' collectively;

Prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act 1960 (Maharashtra Act No. XXIV of 1960), the Purchaser has made a declaration to the effect firstly, that neither the Purchaser nor the members of his family (family as defined under the Urban Land (Ceiling and Regulations) Act, 1976) own a tenement, house or building within the limits of Thane Urban Agglomeration;

Relying upon the said application, declaration and agreement the Company agreed to sell to the Purchaser a flat at the price and on the terms and conditions hereinafter appearing

ANNEXURE "G"

LIST OF AMENITIES

1. FLOORING : Marble / Granite tiles and skirting in entire flats.
2. KITCHEN PLATFORM : Granite top with stainless steel sink and 3 feet height tiles in the kitchen above the platform.
3. BATHROOM FITTINGS : Concealed plumbing, a gyser and ceramic printed tiles upto door level with bathroom C.P. Fittings.
4. DOOR FRAME : Main door shall be flush door with veneer polished on one side.
Toilet doors shall be both side marine shutter.
Kitchen and Bedroom doors shall be both side commercial shutter.
5. WINDOWS : All windows shall be of heavy aluminium section with powder coating.
6. ELECTRIC : Concealed copper wiring with ANCHOR switch.
7. INTERCOM : Intercom facility will be provided in all the flats.
8. PAINTING : Entire flat will be painted by distemper.
9. LIFTS : Each building will be provided two lifts.
10. ENTRANCE LOBBY : Entrance Lobby will be decorated with marble/ granite.

THANE MUNICIPAL CORPORATION THANE

PLANNING AUTHORITY

Commencement Certificate No. V.P. 94149/TMC/TDD/11517 Date:- 24/8/95

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966. (Maharashtra XXXVII of 1966) :-

To,

Shri/Smt Shashikant V. Deshmukh (Architect)

For

Shri/Smt. M/s Indian Tool Manufacturing Co. Ltd. (Owner)

To construct the buildings on plot bearing s.m. 143 A/1P, 2, 3P, 4P, 5P, 144A/1P, 2P, 145P, 146/1P, 2, 3, 4, 5P, 6P, 147P and 148/1P, 2P,

1, 5, 6P, 8P, 149/1P, 2P and 3P at Pachpakhadi, Thane as per

permit No. 94149/TMC/TDD/1279 dated 28.7.95 and your application

dated 9.8.95 (C.C. Upto plinth)

SUBJECT TO THE FOLLOWING CONDITIONS, Viz :-

शर्ती :-

- 1) इमारत परवादा सं. २४१४९/टीएमसी/टीडीडी/१२७९ दि. २८.७.९५ मधील सर्व शर्ती आपणावर संपलकारक राहतील.
- 2) दिवसेंदी परवादा मधील शर्ती आपणावर संपलकारक राहतील.
- 3) जोत्याच्या प्रमाणमासाठी अर्ज करण्यापूर्वी उर्वरित विकास शुल्क मरावे लागतील.
- 4) वापरपरवादासाठी अर्ज करण्यापूर्वी मुख्य प्रशासनाद्वारे, पाणी व मलनिस्कारण विभाग व वृक्षाविभागातील बाह्यकृत प्रमाणपत्रे दाखल करावे.
- 5) मूल, पाणी व इलेक्ट्रिक मजगतीच्या लागू असलेल्या दुरुव्यातीक शर्ती संपलकारक राहतील.

2. This Certificate shall remain valid for a period of one year Commencing on the Date of its issue.

PLACE :

DATE :



(Signature)
 उप-नगर अभियंता
 (विकास व नियोजन)
 ठाणे महानगरपालिका, ठाणे.



NOT TO SCALE.

PROPOSED PLAN OF THE BLDG. NO. 604
ON ~~THE~~ ~~OF~~ ~~BUILDING~~ NO. ~~604~~
AGREED TO BE ACQUIRED BY THE PURCHASER

Signature

FOR M/S GENTRONIC LEASORS AND
DISTRIBUTERS PVT. LTD.

Signature
DIRECTOR

KABRA ESTATE PVT. LTD.

Signature

DIRECTOR

PIPE LINE

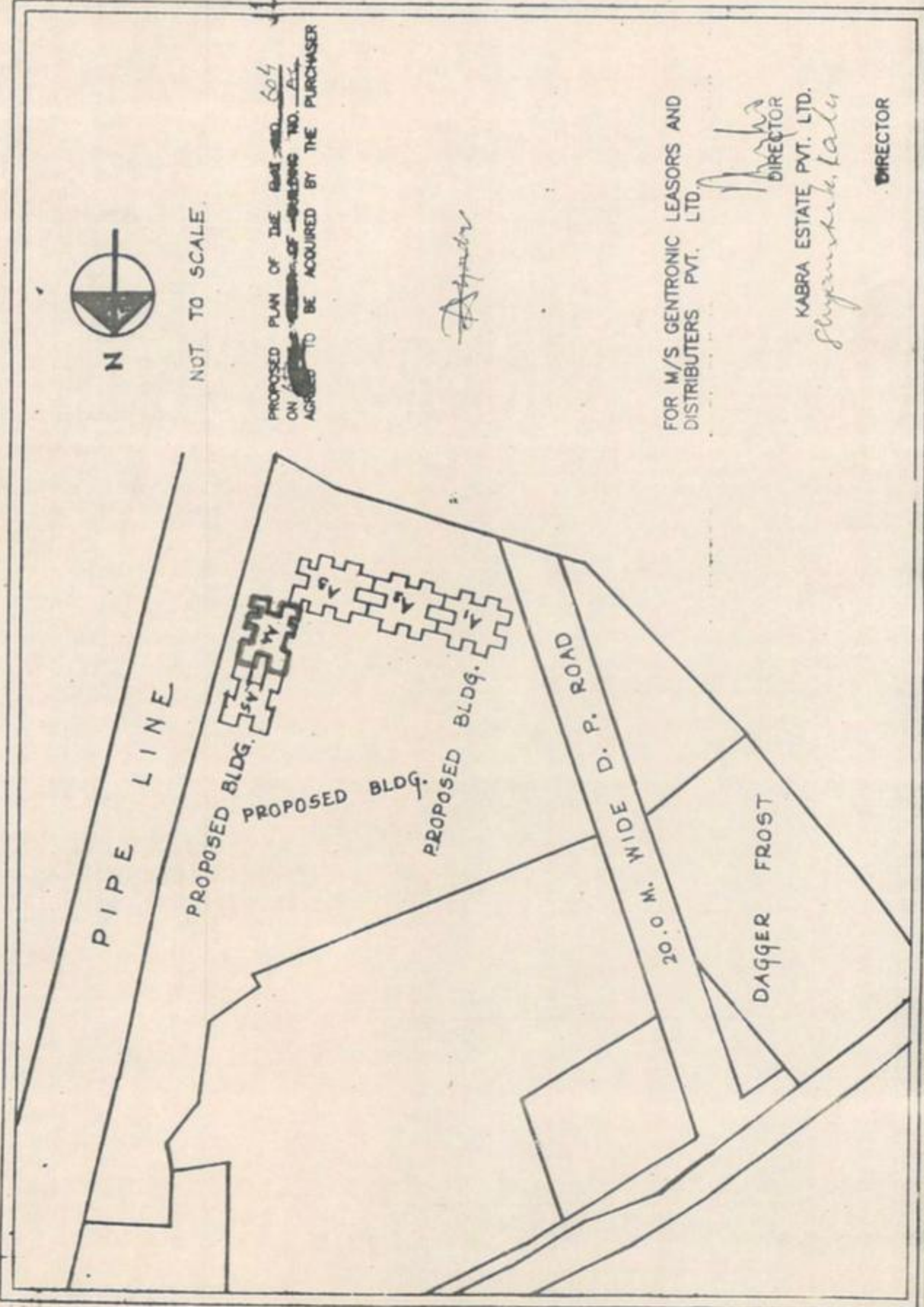
PROPOSED BLDG.

PROPOSED BLDG.

PROPOSED BLDG.

20.0 M. WIDE D.P. ROAD

DAGGER FROST



श्री. न. नं. ७, ७-अ व १२

ANNEXURE "E"

गा. न. नं. ७, ७-अ व १२

स. नं. ११२३ गे विस्सा नं. ४ टी.

करोदार
श्रीशिवजी अरवि अरवि
पुस्तकारक वि.

गाव - CHINDHANISI
तालुका - हिंगो

करोदार
श्रीशिवजी अरवि अरवि
पुस्तकारक वि. (25/12/22)

गाव - CHINDHANISI
तालुका - हिंगो

क्षेत्र	हेक्टर	आर	गो	ए	गु.
सावणी सायक	0.23				
घोट खणना					
एकूण	0.23				

आकार -
कुडी अथवा
जादा आकार
पाणी

वर्ग	सागावड कल्याणारे नाव	क्षेत्र	शेत	पिके आणि सागावड	क्षेत्र	शेत

असल बाहुकुम खरी नकसल असे तऱ्हा १२ गा.

9419219900
श्रीशिवजी अरवि अरवि
पुस्तकारक वि.

स. नं. ११२३ गे विस्सा नं. ३ टी.	ए	गु.
क्षेत्र सावणी सायक		
घोट खणना		
एकूण		

आकार
कुडी अथवा
जादा आकार
पाणी

वर्ग	सागावड कल्याणारे नाव	क्षेत्र	शेत	पिके आणि सागावड	क्षेत्र	शेत

असल बाहुकुम खरी नकसल असे तऱ्हा १२ गा.

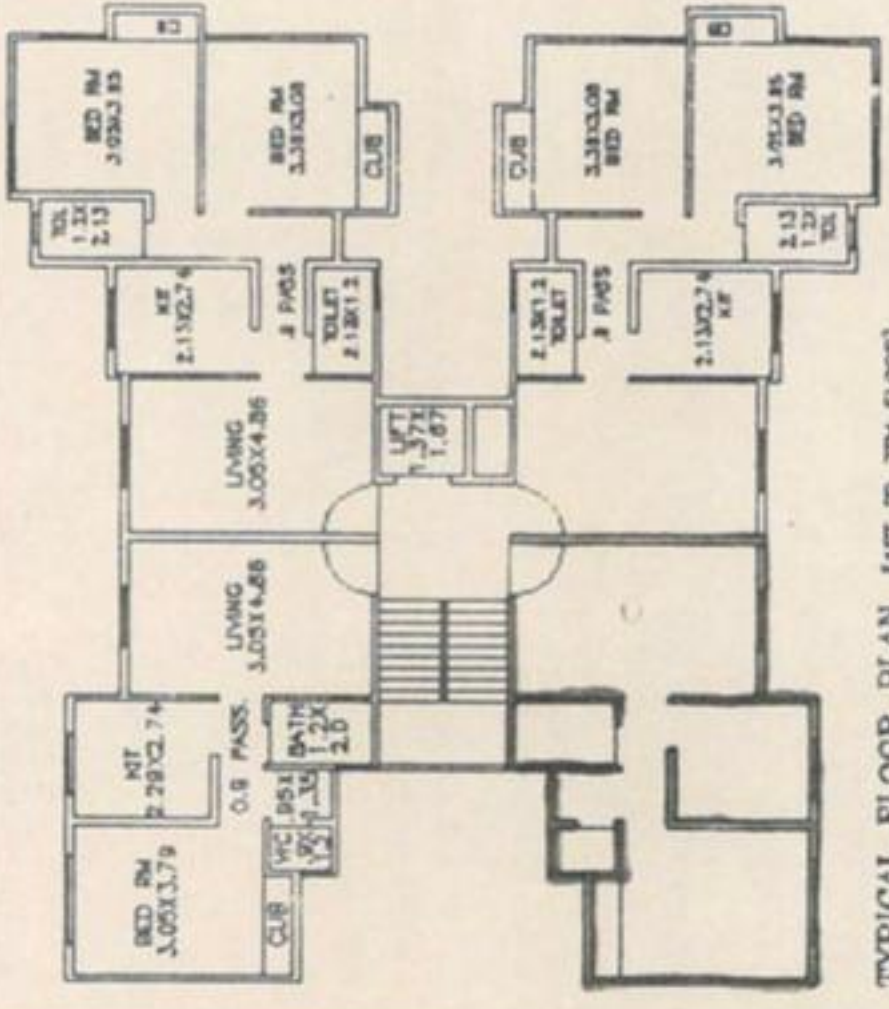
9419219900
श्रीशिवजी अरवि अरवि
पुस्तकारक वि.

PROPOSED PLAN OF THE FLAT NO. 604
 ON 6th FLOOR OF BUILDING NO. A-4
 AGREED TO BE ACQUIRED BY THE
 PURCHASER.

[Handwritten signature]

FOR M/S CENTRONIC LEASORS AND
 DISTRIBUTERS PVT. LTD

[Handwritten signature]
 DIRECTOR
 KABRA ESTATE PVT. LTD.
[Handwritten signature]
 DIRECTOR



TYPICAL FLOOR PLAN (1ST TO 7TH FLOOR)
 A-4 BUILDING

गां. नं. ७, ७ अ व १२

ANNEXURE "E"

गा. नं. ७, ७-अ व १२

स. नं. १४३, हिस्सा नं. १५

कवजेदार
अश्विनी सुर्वे
कि. २०६३

गाव - पंजापली
तालुका - कुर्ना
जिल्हा - इलाहाबाद

हेक्टर	आर	तो	ए	मु.
०-०३				

क्षेत्र	ए	मु.
लावणी लागूक		
पोट खराबा		
एकूण		

आकार	रु.	पैसे
बुडी अथवा		
जादा आकार		
पानी		

आकार	रु.	पैसे
बुडी अथवा		
जादा आकार		
पानी		

वर्ष	लागवड करणाराचे नाव	क्षेत्र	रोट	पिके आणि लागवड	क्षेत्र	रोट

वर्ष	लागवड करणाराचे नाव	क्षेत्र	रोट	पिके आणि लागवड	क्षेत्र	रोट

असल बाहुकुम खरी नक्कल असे तलवार गा.

असल बाहुकुम खरी नक्कल असे तलवार गा.

१६/१२/१९९४
बलाडी - बालवीबाडा
गा. ११

१६/१२/१९९४
बलाडी - बालवीबाडा
गा. ११

गां. नं. ७, ७ अव ११

गां. नं. ७, ७ अव ११

गाव-पांशुपार्वर्क
तालुका-ठाणे

कमवेदार
इ. १५५११०००
पि. १५५११०००

स. नं. ५४४४
दिसा नं. २२१

गाव-
तालुका-
इतर हक्क-

हेक्टर	आर	प्रती	ए	मु.
१-१०				
०-१०				
१-१०				

क्षेत्र
लावणी लायक -
पोट खराबा -
एकूण -

आकार
बुडी अथवा
जादा आकार
पाणी

रु. ७५२२
पैसे ७५२२

वर्ग	सागवड करणारेचे नांव	क्षेत्र	रीत	पिके आणि सागवड	क्षेत्र	सेरा

असत नसतुम खरी नसकत असे तयार

गा. १६१२१९६५
मलाठी - पालसोडा
३.५१४ गा. हावे

असत नसतुम खरी नसकत असे

गा. १६१२१९६५
मलाठी - पालसोडा
३.५१४ गा. हावे

असत नसतुम खरी नसकत असे

हेक्टर	आर	प्रती	ए	मु.
१-१०				
०-१०				
१-१०				

क्षेत्र
लावणी लायक -
पोट खराबा -
एकूण -

आकार
बुडी अथवा
जादा आकार
पाणी

रु. १६२३
पैसे १६२३

वर्ग	सागवड करणारेचे नांव	क्षेत्र	रीत	पिके आणि सागवड	क्षेत्र	सेरा

असत नसतुम खरी नसकत असे

गा. १६१२१९६५
मलाठी - पालसोडा
३.५१४ गा. हावे

असत नसतुम खरी नसकत असे

ANNEXURE "D"

KANGA & CO.

(Registered)

Advocates Solicitors & Notaries

ESTABLISHED 1890

Readymoney Mansion, 43, Veer Nariman Road,
MUMBAI - 400 001 INDIA

In Reply quote MLB/KV/ 5805 /97

TELEPHONE:

288 6541

204 2288

FAX:

022 204 3726

022 285 1540

TELEX:

011 84727 KACO

TELEGRAM:

KANGACO

REPORT ON TITLE

1. By our Certificate of Title dated 8th March, 1997 we have certified the title of Zenith Limited to the property situate, lying and being at Village Panchpakhdi Taluka Thane District Thane more particularly described in Annexure "F" to the said Report on Title is clear and marketable and free from all encumbrances which includes the property described in the Schedule hereunder written.

2. As stated in the said Report on Title on 10th June 1988, Zenith Limited entered into an Agreement with Benson Estate Pvt. Ltd. for development of the said pieces or parcels of lands more particularly described in the Schedule thereunder written and in the Schedule hereunder written. Certain disputes and differences arose between Zenith Ltd. and Benson Estate Pvt. Ltd. relating to the said Agreement dated 10th June 1988.

3. A suit being Suit No.921 of 1992 was filed by Benson Estate Pvt. Ltd. in the High Court of Judicature at Bombay (Benson Estate Pvt. Ltd. Vs. Zenith Ltd. and Anr.). On 9th February 1994 consent terms were filed by the parties to the said Suit No.921 of 1992 in the Hon'ble High Court of Bombay.

4. By the said consent terms inter alia it was agreed that:

- (i) Benson Estate Pvt. Ltd. appoint Defendant No.2 viz. Gentronic Leasors & Distributors Pvt. Ltd. as their nominees and transfer in favour of Defendant No.2 all the rights and obligations of Benson Estate Pvt. Ltd. under the Agreement dated 10th June 1988;
- (ii) grant to Defendant No.2 the development rights in respect of the property admeasuring 66091.94 sq.mtrs. more particularly described in the Schedule to the said consent terms and in Schedule being Annexure F hereto annexed;
- (iii) upon payment of full consideration by Defendant No.2. to Zenith Ltd., Zenith Ltd. will execute a

बिगारेसकी
र तिनरी
ही व्यक्तीने
बाबत देण्यात
सलदाराकडे

हुकूमत बांध

या व्यतिरीक
परत्यांत
ये फौजदारी
स पात्र राही

यांनी त्या
व दुस्तती

सनाक्ति

केलेली असून

रत तिधारक

त बाहेर त्या

जे.

रता.

ग्रां. न. नं. ७, ७ अ व १२

स. नं. १५५४ विस्सा नं. १८८

हेक्टर	आर	प्रती	ए	गु.
--------	----	-------	---	-----

१५५४				
१५५४				
१५५४				

कारवेदार
श्री विंध्यनाथ शिंदे
अहमदनगर जिल्हा

गाव - धोळेगाव
तालुका - धोळे

शेतकरी -

क. क्षेत्र

आकार
कुडी अथवा
बाटा आकार
पाणी

वर्ष	सागावठ करणाऱ्याचे नाव	क्षेत्र	शेत	पिके आणि सागावठ	क्षेत्र	शेत

असल करदुन ठरु नकरल असे १८५१ र म.

9419219009 २.५११. सीगा कावे.
Bardhan
मलाठी - धोळेगाव

ग्रां. न. नं. ७, ७ अ व १२

स. नं. १४३३ अ विस्सा नं. ५८६

हेक्टर	आर	प्रती	ए	गु.
--------	----	-------	---	-----

६-३				
६-३				
६-३				

कारवेदार
श्री विंध्यनाथ शिंदे
अहमदनगर जिल्हा

गाव - धोळेगाव
तालुका - धोळे

शेतकरी -

क. क्षेत्र

आकार
कुडी अथवा
बाटा आकार
पाणी

वर्ष	सागावठ करणाऱ्याचे नाव	क्षेत्र	शेत	पिके आणि सागावठ	क्षेत्र	शेत

असल करदुन ठरु नकरल असे १८५१ र म.

9419219009 ३.५११. सीगा कावे.
Bardhan
मलाठी - धोळेगाव

क. महसूल/क. १/टे-८/एनएपी/एतआर-११७/९५
जिल्हाधिकारी कार्यालय, ठाणे.
दिनांक: ९/८/१९९५.

वाक्ये:

- १] मे. इंडीयन उत मॅन्यु. क. पांचाखाडी याचे कुळमुक्तप्यारी श्री राजेश कात्रा यांचा अर्ज दि. १९.६.९५.
- २] तहसिलदार ठाणे यांचा चौकशी अहवाल क्र. जमिनबाब/२/एतआर-१८७/९५ दिनांक २३.६.९५.
- ३] अप्पर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुल ठाणे यांचे आदेश क्र. पुएलसी/टिए/डब्ल्यूएतएवएत-२०/एतआर-६१२ दि. ११.५.९४. व दुकस्ती आदेश क्र. पुएलसी/टोए/डब्ल्यूएतएवएत-२०/एतआर-६१२ दि. २३.६.९५.
- ४] उप-नगर अभियंता [विकास व नियोजन] शहर विकास विभाग ठाणे महानगरपालिका ठाणे यांचे परमिट नं. ९४१४९/टिएम्सी/टोडाडो/१२७९ दि. २८.७.९५.

आदेश:

ज्या अर्जा, मे. इंडीयन उत मॅन्यु. क. पांचाखाडी यांचे कुळमुक्तप्यारी श्री राजेश कात्रा राहणार-पांचाखाडी ता. लुका ठाणे जि. ठाणे यांना ठाणे जिल्ह्यातील ठाणे ता. लुकातील मौजे-पांचाखाडी या ठिकाणी भूमापन क्रमांक/स. नं. १४३३/अ, १४३३/ब, १४३३/घ, १४४३/१, १४४३/२, १४५/१, १४६/अ, १४६/ब. मधील आपल्या मातृकीच्या जमिनीतील २८७३४.९० चौ. मी. एवढ्या जागेचा बोलवास व संश्लेषण वाणिज्य या विभागाच्या पुर्वोचनार्थ वापर करण्याची परवानगी मिळण्याबाबत अर्ज केलेला आहे.

त्या अर्जा, ज्ञाता महाराष्ट्र जमिन महसूल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी, ठाणे यांच्याकडे निहात करण्यात आलेल्या अधिकाऱ्यांचा वापर करून उक्त जिल्हाधिकारी याद्वारे मे. इंडीयन उत मॅन्यु. क. पांचाखाडी ता. ठाणे यांना ता. लुका ठाणे मधील मौजे-पांचाखाडी येथील भूमापन क्र. /स. नं. १४३३/अ, ब, घ, १४४३/१, २, १४५/१, १४६/अ, ब मधील २८७३४.९० चौ. मी. क्षेत्रातील रविवात २७९९९.९० चौ. मी. व वाणिज्य ७३५.०० चौ. मी. एवढ्या जमिनीच्या क्षेत्राची रहिवात व संश्लेषण वाणिज्य या विभागाच्या पुर्वोचनार्थ वापर करण्याबाबत पुढील शर्तीवर अनुज्ञा [परमिट] देत आहेत.

त्या शर्ती अशा:

- १] ही परवानगी अधिनियम त्याखाली केलेले नियम यांना आप्त ठेवून देण्यात आलेली आहे.
- २] अनुज्ञाग्राही व्यक्ताने [गृहनिर्माण] अशा जमिनाचा वापर व त्यावरील इमारतीच्या वाणिज्य किंवा अन्य बा. कामाचा उपयोग, उक्त जमिनीचा ज्या पुर्वोचनार्थ उपयोग करण्यात परवानगी देण्यात आली असेल त्या पुर्वोचनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमिनी किंवा तत्वाकोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही पुर्वोचनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्जाची आगावू लेखी परवानगी मिळविले शिवाय वापर करता कामा नये. इमारतीच्या वापरावजल जोमनाचा वापर ठरविण्यात येईल.
- ३] अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्याचे जे कोणतेही उपभूखंड करण्याबाबत मंजुरी मिळाली असेल त्या उपभूखंडाची आज्ञा पोट विभागणी करता कामा नये.

२१] हा आदेश निर्गमित केल्याच्या दिनांकापासून तीस दिवसांच्या अंतर्गत बिगरशेतकी आकारणीच्या तिप्पट रक्कम म्हणजे सायें ७०३७४/- [अक्षी सायें सत्तर हजार तिनशे चौ-याहत्तर मात्र] इतकी रक्कम सातार कर [कठन्हेस्त टॅक्स] म्हणून अनुज्ञागृही व्यक्तीने भरली पाहिजे. जर ओ करण्यास तो कसूर करील तर ही बिगरशेतकी वापरनाबत देण्यात आलेली परवानगी रद्द होण्यास पात्र ठरेल. या कराची रक्कम संश्लिष्ट तहसिलदाराकडे भरली पाहिजे.

२२] अनुज्ञागृही यांनी ठाणे महानगरपालिका यांचेकडील मंजूर नकाशावर हुकूमच बांधकाम केले पाहिजे.

२३] अनुज्ञागृही यांनी ठाणे महानगरपालिका यांचेकडील बांधकाम नकाशा व्यतिरीक्त जादा बांधकाम केल्यास अगरबांधकामामध्ये बदलकल जादा... ई क्षेत्र निर्देशांक वापरल्यास अनुज्ञागृहीहे महाराष्ट्र पुणेदशीक नगररचना अधिनियम १९६६ चे कलम ५३ अन्वये फौजदारी स्वभावा गुन्हा दाखल करणेत पात्र राहतील व ओ जादा बांधकाम दूर करणेत पात्र राहिले.

२४] अगर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांनी त्यांचेकडील आदेशाबा. क्र. पुस्तकी/टिए/डब्ल्यूएसएवएस-२०/एसआर-६१२ दि. ११.५.९४ व दुसरी आदेश क्र. पुस्तकी/टिए/डब्ल्यूएसएवएस-२०/एसआर-६१२ दि. २३.६.९५ अन्वये पश्नांकित जागेमध्ये क्वाल जमिन धारणा कायदा १९७६ चे कलम २० अन्वये योजना मंजूर केलेली असून सदर आदेशामध्ये नमूद केलेल्याप्रमाणे ठराविक मापाच्या सदनिका बांधणे हे परवानगीधारक यांचेवर बंधकारक राहिल. त्याप्रमाणे ज्या सदानिका शासनाकडे वर्ग करण्यात आलेस त्यांना वा बा शासनास देणे हे परवानगीधारक यांचेवर बंधकारक ओ राहिल.



पति,
मे. इंडियन टूल मॅन्यु. कंपनी
पांश्वाखाडी ता. ठाणे.

सही/-
[अरविंद रेड्डी]
जिल्हाधिकारी ठाणे.



जिल्हाधिकारी ठाणे करिता.

D. DAMOD
P. JAKTA
MODI
DESAI
KOTHAR
DESAI
DAYAL
YUSSON.
DAMOD/
JUNNAR
MERCHA
VAIDYA
AMIN
MEHTA (1)

नमूद केले आल्यात जुने दर व नविन अस्तित्वांत येणारे दर यामधील फरकाची रक्कम भरणे परवानगीधारकावर बंधकारक राहिल. त्याचप्रमाणे आंतरीत कराचे फरकाची भरणे हे देखिल अनुज्ञाग्राही याचेवर बंधकारक राहिल.

१३] जमिनीच्या बिगारशेतीची वापरात सुखात केल्यापासून एक महिन्याच्या आंत अनुज्ञाग्राहीने जमिनीच्या मोजणीची फी दिली पाहिजे.

१४] भूमापन विभागाकडून जमिनीची मोजणी करण्यांत आल्यानंतर अशा जमिनीचे जितके क्षेत्रात आढळून येईल तितका क्षेत्रानुसार या आदेशांत आणि तनदीमध्ये नमूद केलेले क्षेत्र तसेच बिगारशेतीची आकारणी यात बदल करण्यांत येईल.

१५] तदर जमिनीच्या बिगारशेतीची वापरात पारंभ केल्याच्या दिनांकापासून दोन वर्षांच्या काळावधीत अनुज्ञाग्राहीने जमिनीवर आवश्यक ती इमारत बांधली पाहिजे अन्यथा तदरहू आदेश रद्द समजावून घेईल व अनुज्ञाग्राही याना अकृपक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१६] यापूर्वीच मंजूर केलेल्या नकाशावर हुकूम आणून बांधलेल्या इमारतवित अनुज्ञाग्राहीने कोणत्याही भर घालता कामा नये. जिवा ती मध्ये कोणत्याही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिकारी-याची परवानगी घेऊन आणून अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती शोष्ट वेगळी.

१७] अनुज्ञाग्राही व्यक्तीने आजूबाजूच्या परिसरात अस्वच्छता व घाण निर्माण होणार नाही अशा रितीने आपल्या स्वतःच्या स्वामिने आपली पाणी पुरवठा व सांडपाण्याचा निवारा करण्याची व्यवस्था केली पाहिजे.

१८] जमिनीच्या बिगारशेतीची वापरात पारंभ केल्याच्या दिनांकापासून एक महिन्याच्या काळावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र अधिनियम १९६२ यातील अनुसूची पाचमध्ये दिलेल्या नमुन्यांत एक तनद करून देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यात बंधकारक असेल.

१९] या आदेशात आणि तनदमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीनु अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये अशा अनुज्ञाग्राही या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिकारी-याकडून निदर्शित करत अशा दंड आणि आकारणी भरल्यानंतर उक्त जमिन किंवा भूखंड अर्जदारांच्या वाच्यता राहू देण्याचा अधिकार असेल.

१९ब] वरील खंड "अ" मध्ये काहीही अंतर्भूत आले तरीही या परवानगीच्या तरतुदी विरुद्ध वावून कोणत्याही इमारत किंवा बांधकाम उभे करण्यांत आले असे किंवा अशा तरतुदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेलतर विनिर्दिष्ट मुदतीच्या आंत अशा रितीने उभारलेली इमारत काढून टाकण्याविषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिकारी-याने निर्देश देणेविषयी संमत असेल. तसेच ठाण्याच्या जिल्हाधिकारी-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या पित्तार्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमिन महसुलाची फक्काची म्हणून वसूल करून घेण्याचा अधिकार असेल.

२०] दिलेली ही परवानगी मुंबईकुळाहवाट व शेतीजमिन अधिनियम १९४८ महाराष्ट्र अधिनियम १९६६ मधील अधिनियम आणि नगरपालिका अधिनियम इत्यादी सारख्या त्या त्या वेळी अंमलात आलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संश्लिष्ट बाबीच्या बाबतीत लागू होतील त्या उपबंधाच्या अधिन असेल.

अधिकारण
[ब]
या
अधिकारित
गाने त्या
रे विल्ले-
णि तनदी-
प्रत्य प्रकारे
णे हे त्याचे
गात निर्दिष्ट
त आवेची
मोके
ने नये.
स सुखात
म करणा
तिक मोके
व्यक्तीने अशा
मात्र वेळोवेळी
व्यक्तीने
ण्यांत येईल
ण्यांत ज्या
ीच्या वाप
त ठे
महसूल
नियम ६ अ
नि देण्यांत
त तदर अनु
ण्य १.५९
रात कोण
शेतीची आका
यांत येणार
रणी तदर
१९६६ मधील
नियमानुसार
पेतील त्या
तसेच दिना
काळीने

४] अनुज्ञाग्राही व्यक्तीने [अ] जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रितीने अशा जमिनीत रस्ते, गटारे वगैरे बांधून आणि [ब] भूमापन विभागाकडून अशा भूछावी मोबला व त्याचे सिमंतन करून तीत जमिन या आदेशाच्या तारखेलासून एक वर्षाच्या आंत भूखंड आराखड्याप्रमाणे काटेकोरपणे विक्रीत केले पाहिजे. आणि अशा रितीने ती जमिन विक्रीत केले जाईल त्याने त्या जमिनीची कोणत्याही रितीने विल्हेवाट लावता कामा नये.

५] अनुज्ञाग्राही व्यक्तीस असा भूखंड विकायला असेल किंवा त्याचा इतर प्रकारे विल्हेवाट लावायला असेल तर असा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि तनदीमध्ये नमूद केलेल्या शर्तीचे पालन करून विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट लावणे आणि त्याने निष्पादित केलेल्या विवेकात तसा सात उल्लेख करणे हे त्याचे कर्तव्य असेल.

६] सातोक्त जोडलेल्या स्थळ आराखड्यात आणि किंवा भारतीच्या नकाशात निर्दिष्ट केलेल्याप्रमाणे इतक्या जागेत क्षेत्रावर बांधकाम करण्यावषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्याप्रमाणे उर्वरित क्षेत्र किंवा बांधकाम मोकल सोडले पाहिजे.

७] पुस्तोक्त बांधकाम हे नकाशात दर्शविलेल्या मजल्यापेक्षा जास्त मजल्याचे असू नये.

८] पुस्तोक्त इमारत किंवा कोणत्याही काम [अस्तित्वात] बांधकामात पुस्तोक्त करण्यापूर्वी अनुज्ञाग्राही व्यक्तीने [गुंटीने] महानगरपालिका यांची असे बांधकाम करण्याविषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बांधकारक असेल.

९] अनुज्ञाग्राही व्यक्तीने सातोक्त जोडलेल्या नकाशात दर्शविल्याप्रमाणे शिमांतिक मोकले अंतर [ओपन मार्पिनल डिस्टन्सेस] सोडले पाहिजे.

१०] या आदेशाच्या दिनांकापासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमिनीचा बिगारशेतीची प्रयोजनासाठी वापर करण्यात सुखात केला पाहिजे. मात्र वेळोवेळी अशा कालावधी वाढविण्यात आला असेल तर तो गोष्ट अज्ञात. अनुज्ञाग्राही व्यक्तीने उपरोक्ता प्रमाणे न केल्यात ही परवानगी रद्द करण्यांत आले असेल्याचे समजण्यांत येईल.

१०] अनुज्ञाग्राही व्यक्तीने अशा जमिनीचे बिगारशेतीची प्रयोजनार्थ वापर करण्यांत ज्या दिनांकात सुखात केली असेल आणि किंवा ज्या दिनांकात त्याने अशा जमिनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्यामार्फत ठाणे तहसिलदारास कळविले पाहिजे. जरतो असे करण्यात चुकते तर महाराष्ट्र जमिन महसूल [जमिनीच्या वापरातील बदल व बिगारशेतीची आकारणी] नियम १९६९ मधील नियम ६ च्या अन्वये त्याच्यावर कायदाही करण्यांत आसा अनुज्ञाग्राही पात्र ठरेल.

११] अशा जमिनीचा त्या प्रयोजनार्थ वापर करण्यात अनुज्ञाग्राहीत परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ वापर करण्यात प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमिनीच्या संबंधात दर चौ.मी.मध्ये रहिवात ०.७९.६ व वाणिज्य १.५ रुपये या दराने बिगारशेतीची आकारणी दिली पाहिजे. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्यापूर्वी निराळ्या दराने बिगारशेतीची आकारणीच्या हमीची मुदत असून समाप्त व्हावयाची आहे ही गोष्ट विचारात घेण्यांत येणारी नाही.

१२] दिनांक ३१.७.१९९१ रोजी अस्तित्वात असलेल्या दराने अकृषिक आकारणी सदर आदेशामध्ये करण्यांत आलेली असेली तरी महाराष्ट्र जमिन महसूल अधिनियम १९६६ मधील तरतुदीनुसार आणि त्या अनुषंगाने वेळोवेळी तयार करण्यांत आलेल्या प्रचलित नियमानुसार दिनांक १.८.१९९१ पासून अकृषिक आकारणीचे जे सुधारीत प्रमाणदर अस्तित्वात येतील त्या दरानुसार आकारणीची रक्कम भरणे परवानगाधारकावर बांधकारक राहिल. तसेच दिनांक १.८.१९९१ पासून निर्गमित केलेल्या आदेशान्वये जरी जुन्या दराने अकृषिक आकारणीचे

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

24) The land holders/developers shall maintain a register of tenement for the various categories of flats to be sold in the open market duly recording the names of the Purchaser and follow the related guidelines and they will have to ensure that 30% flats of 25.00 sq.mtr. are sold only to those persons whose income should not exceed Rs. 30,000/- per annum. These registers shall be made available to the ~~Additional~~ Collector & Competent Authority or such other officers as authorised by them for inspection thereof from time to time.

25) The land holder should pay 30% of the current market price of the land in Component 'A' within a period of three months as a lumpsum as per government guidelines dated 22-10-1992.

26) The percentage of Government nominees on initial 4000.00 sq.mtr. would be 10% provisionally pending final adjudication on the prayers made by the State Government to reconsider the directions made on 31-1-1990 in the case of C.A.2598/90. Any change in the Government direction pursuant to the order of the Supreme Court shall be binding on the land holder.

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

28) The area under Component 'A' i.e.11747.50 sq.mtrs. ...8 should not be permitted for development unless the scheme holder fulfills condition No.25 commencement should not be issued till N.O.C. is issued by this office.

Conveyance conveying the property described in the Schedule to the said consent terms being Annexure F hereto annexed. In the said consent terms it has been further declared that out of the said property admeasuring 66091.94 sq.mtrs. more particularly described in Annexure F hereto an area of 21,000 sq.mtrs. has been reserved under the New Development Plan of Thane at Thane for Thane Municipal Transport and an area of 2700 sq.mtrs. for Municipal Ward Office.

Further Survey No.143-A Hissa No.2 also does not form part of the property belonging to Zenith Limited.

5. By an Agreement dated the 31st day of March, 1994 made between Gentronic Leasors & Distributors Pvt. Ltd. of the one part and Kabra Estates Private Limited of the other part, Gentronic Leasors & Distributors Pvt. Ltd. and Kabra Estates Private Limited have agreed to jointly develop the property more particularly described in the Schedule hereunder written and are in the process of developing the same and sell the premises therein on ownership basis as provided therein.

THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land situate, lying and being at Village Panchpakhadi in the Taluka and District of Thane within the limits of Thane Municipal Corporation admeasuring 66091.94 square metres out of the total area admeasuring 74,749.59 square metres or thereabouts in the Registration District of Thane and bearing the following Survey Numbers: 143A, H. Nos.1 (Pt), 3 (pt), 4 (pt) and 5(pt), 144A, H. Nos. 1 (pt) and 2 (pt), 145 (pt) 146 H. Nos. 1 (pt), 2, 3, 4, 5(pt) and 6 (pt) 147 (pt) 148 H. Nos. 1 (pt), 2, 4, 5(pt), 6 (pt) and 149 H. Nos. 1 (pt), 2 (pt) and 3 (pt).

Dated this 15th day of March 1997.

Kanga and Company

Partner

ANNEXURE "E"
१३-३-१९९७



ANNEXURE "B"

No.ULC/TA/W.S.H.S.20/SR-612
Office of Addl. Collector &
Competent Authority,
Thane Urban Agglomeration,
Collectorate Bldg., 2nd floor, Thane
Dated :- 23/06/1995

READ :-

- 1) Order No.ULC/TA/WSHS-20/SR-612 dt. 11.5.94
- ii) Application dated 5.6.95
- iii) D.I.L.R. measurements plan & Executive Engineer
Town Development Section Thane Municipal Corporation
D.P.mark plan vide No.TMC/TDD/V.P.94/49.

C O R R I G E N D U M - O R D E R

Exemption under Section 20 has been granted in favour of M/s. Indian Tool's & Manufacturers Ltd., (Zenith Ltd.) allowing him to hold the land for construction of Weaker Section Housing Scheme on the condition mentioned in the order dated 11.5.1994.

P.A.holder of M/s. Indian Tools Manufacturers Ltd., (Zenith Limited) has now requested as per his application dated 5.6.95 regarding inclusion of S.No.146, H.No.5pt, & 6 pt. in schedule dt.11.5.94 required to be modified.

And whereas, I, Collector & Competent Authority, Thane satisfied with the application of the land holder while scrutinising the scheme, it is necessary to revised the schedule as per D.I.L.R. measurement plan.

It is, therefore, directed that the schedule attached to this order dated 11.5.94 should be replaced by the scheduled now issued.

All other conditions mentioned in the order dated 11.5.94 remained unchanged.

M. in
Collector & Competent Authority
Thane.

SCHEDULE

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

- | | |
|---|--|
| 1) Name & Address of the Persons holding the land. | Indian Tool Manufactures Ltd.
(Zenith Ltd) |
| 2) Status of the Person | Ltd. Company |
| 3) No. & Date of application | No.1356 Dt.29.3.94 |
| 4) Name of the Urban Agglomeration in which the exemption is sought situated. | Thane Urban Agglomeration & 8 Kms. Periphery of Greater Bombay |
| 5) Description of property for which exemption is sought - | |
| a) District | Thane |
| b) Taluka | Thane |
| Village | Panch pakhadi |
| S.No. / xxxxxxx | 143/2, 3, 4, 5pt, 144/1, 2, pt 145 |
| b) Total xxxxxxx / probable surplus area in sq.mtr. | 29495.00 Sq.Mtrs. |
| c) Land to be retained as per Circular dt. 11-8-89. | 2000.00 sq.Mtrs. |
| d) Total area under scheme | 27495.00 sq.Mtrs. |
| e) Area under reservation if any. | Nil |
| f) Area of land to be exempted. | 27495.00 sq.Mtrs. |
| g) Area under compulsory open space and internal road. | 4124.25 sq.Mtrs. |
| h) Net buildable area under scheme. | 23,370.75 sq.Mtrs. |
| i) Built-up area to be sold to Government at fixed rate | 2337.07 sq.Mtrs. |
| j) Buildable land to be surrendered to Government free of cost. | Nil |



REVISED - SCHEDULE

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

1. Name & Address of the persons holding the land : Indian Tool Manufacturers Ltd (Zenith Limited)
Panchpakhadi, Tal. & Dist. Thane.
2. Status of the person : Limited Company.
3. Inward NO. & date of application : No. 1356 dated 29.3.1994 &
No. 1080 dated 05.6.1995
4. Name of the Urban Agglomeration in which the exemption is sought situated. : Thane Urban Agglomeration and
8 K.M. Peripheral Area of Greater Bombay
5. Description of property for which exemption is sought.
 - a) District : Thane
 - b) Taluka : Thane
 - c) Village : Panchpakhadi
 - d) S.No. : 143/2, 3, 4, 5pt, 144/1, 2, pt,
145/pt, 146/5pt, 6 pt.
 - e) Total probable surplus area in sq.mtrs. : 29495.00 sq.mtrs.
 - f) Land to be retained as per Circular dt. 11.8.89 : 2000.00 sq.mtrs.
 - g) Total area under scheme : 27495.00 sq.mtrs.
 - h) Area under reservation : Nil
if any.
 - i) Area of land to be exempted. : 27495.00 sq.mtrs.
 - j) Area under compulsory open space and internal road. : 4124.25 sq.mtrs.
 - k) Net buildable area under scheme. : 23370.75 sq.mtrs.
 - l) Builtup area to be sold to Government at fixed rate. : 2337.07 sq.mtrs.

m) Buildable land to be : Nil
Surrendered to Government free of cost.

n) Total No. of tenements :
to be constructed.

240 tenements upto 25.00 sq.mtrs. Plinth Area
85 tenements upto 40.00 sq.mtrs. Plinth Area
140 tenements upto 50.00 sq.mtrs. Plinth Area
88 tenements upto 80.00 sq.mtrs. Plinth Area

Total 553 tenements.

o) No. of tenements to be sold to
Government at fixed rate.

24 tenements upto 25.00 sq.mtrs. Plinth Area
09 tenements upto 40.00 sq.mtrs. Plinth Area.
14 tenements upto 50.00 sq.mtrs. Plinth Area
10 tenements upto 80.00 sq.mtrs. Plinth Area

Total 57 tenements.

Subject to approval of building plan, from
Thane Municipal Corporation.



M. M. M.
Collector & Competent Authority
(Urban Land Ceiling) Thane Urban
Agglomeration, Ex. Officio Deputy
Secretary to Government in Hc
and Special Assistance Department

To
 Indian Tool & Manufacturers, Ltd.,
(X Zenith Limited)
Panchpakhadi, Tal. Dist. Thane.

Copy submitted to -

Secretary, Housing & Special Assistance Department
Mantralaya, Bombay - 400 032.

Copy forwarded with compliments to -

- 1) Then City Engineer Thane Municipal Corporation, for
and with request not be issue occupation certificate
regarding handing over to 10% tenements to Govt. in
this office to the Scheme holder.
- 2) The Sub - Registrar, Thane.
- 3) Office copy.

Total No. of Tenements to be constructed.	240	Tenements upto 25.00 sq.M.plinth area
	85	40.00
	140	50.00
	88	80.00

Total 553 Tenements

No. of Tenements to be sold to Government at fixed rate.	24	Tenements upto 25.00 Sq.Mtr.plinth area
	09	40.00
	14	50.00
	10	80.00

Total 57 Tenements

Subject to approval of building plans.

Municipal Corporation / ~~Thane~~



15/77
 Addl. Collector & Competent Authority (Urban Land Ceiling) Thane Urban Agglomeration, Ex. officio Deputy Secretary to Government in Housing and Special Asstt. Department.

Indian Tool & Manufactures Ltd.

Panchpakhadi Thane

Copy submitted to -

Secretary Housing & Special Assistance Department, Mantralaya, Bombay - 400 032.

Copy forwarded with compliments to -

The ~~Officer in Charge~~ / City Engineer Thane Municipal Corporation/Council for information and with request not to issue occupation certificate unless N.O.C. regarding harding over of 10% tenements to Govt. is issued by this office to the Scheme holder.

The Sub - Registrar, Thane.

Office copy.

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

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

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

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

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

15) The said person shall submit from time to time necessary 'Returns' to be prescribed by the ~~Additional~~ Collector and Competent Authority in order to indicate the progress of the work done by him.

16) If at any time the ~~Additional~~ Collector & Competent Authority is satisfied that there is a breach of any of the conditions mentioned in this order, it shall be competent for the ~~Additional~~ Collector & Competent Authority to withdraw by an order, the exemption order from the date specified in the order.

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

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

18) It shall be lawful for the State Government, the ~~Addo~~ Collector & Competent Authority or any person specifically authorised by the State Government in this behalf to enter on the land, so allowed to be retained for the purpose of construction of tenements/~~providing sites and services/~~ ~~houses~~ to inspect and check the development, the material and the construction work, to call for, inspect and check the books of accounts of development, construction and disposal of the tenements.

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

6) The quality of construction shall not be inferior to the specifications laid down in the guidelines of 22nd August, 1986 and these already mentioned in the Appendix 'A'. The actual construction and the quality of construction shall be subject to the building regulations of the local authorities, and subject to such other conditions as may be imposed by the Municipal Corporation/Municipal Authority, Town Planning Authority and other statutory bodies. The layout of the land to be used under this scheme should be in accordance with the statutory provisions applicable in this regard.

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

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

9) The said person shall sell 10% of the permissible floor space index in the form of tenements with plinth area upto 40 sq.mtr. or as prescribed in Schedule to persons nominated by the State Government at 75% of the rate applicable to tenement to be sold in the open market which shall be determined as per the formula prescribed in condition No.12.

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

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

12) The land holder shall sell the tenements to members of the public at the price bases on the formula stated hereinafter i.e (a) Five times the compensation payable under Urban Land (C&A) Act, 1976, (b) Cost of construction, (c) 15% profit on (a) & (b) After determining the final selling price the landholder shall communicate this figure to the Competent Authority from time to time.

13) The said person shall not transfer the exempted lands (with or without buildings thereon) or any part thereof to any other person, except for the purpose of mortgage in favour of any financial institution specified in sub-section (1) of section 19 of the Act, for raising finance for the purpose of construction of any one or all the tenements mentioned above. Breach of this condition shall mean that the exemption granted under this order stand withdrawn.



~~Additional~~ Collector & Competent Authority hereby exempts the said vacant land, from the provisions of Chapter III of the said Act, subject to the following conditions, namely :-

- 1) The land exempted under this exemption order shall be for the purpose of ~~providing sites for construction of houses and~~ construction of tenements. Any change made in the user of the land shall amount to breach of these conditions.
- 2) The said person shall make full utilization of the land so exempted for the purpose aforesaid, by constructing on the said land -- serviced plots, -- core houses, -- one room tenements and 85 tenements upto 40 sq.mtr. 140 tenements upto 50 sq.mtr. -- tenement upto 80 sq.mtr. as specified in the No. 1 above. No tenement shall be of size less than 25 sq.mtr. plinth.
- 3) The said person shall get the layout/building plans approved from the concerned Municipal Corporation/~~xxxxxxx~~ Council, Planning Authorities prior to the commencement of construction work.
- 4) Each dwelling unit shall be an independent residential unit with direct access and should conform to the requirements of air and light.
- 5) The said person shall commence construction of the tenement within a period of One & half year from the date of this exemption order and shall complete the construction work within Six & half years failing which the exemption shall stand withdrawn. If only a part of the land is utilised by the said person and a part remains vacant at the end of the date 11/10/2001 or the building remain at an incomplete stage at the end of the above date, the exemption for the part which remains vacant or where



ANNEXURE "A"



No.UIC/TA/...S.H.S.20/SR- 612
Office of the Addl. Collector &
Competent Authority,
Thane Urban Agglomeration,
Collectorate Building, IInd floor,
Thane.

Dated: 11 MAY 1994

ORDER

WHEREAS Sri/Smt./M/s. Indian Tool Manufacturers Ltd. of
(Zenith Ltd)
Village Panchpakhadi Dist. Thane, holds vacant land in excess
of the ceiling limit in the limits of Thane Urban Agglomeration,
the details of which are given in the Schedule hereto appended:

AND WHEREAS, the above person, has applied for exemption
under section 20 of the Urban Land (Ceiling & Regulation) Act,
1976 (33 of 1976) to the said excess land for ~~providing~~
~~and~~ construction of tenements as per
the guidelines issues under Government resolution, Housing &
Special Assistance Department No. SSS-1086/2340/XIII, dt.
22/8/1986 and 22/10/1992. & Govt. Circular dated 7/1/94

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

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

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

ORS AND
LIMITED

Director

LIMITED

Director

d:

ly

38. 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 Certificates of posting at his/her address specified below:-

Dr. Aekhelal Dilai Yadav

Inclise Nagar No.3

Behind Manta Hotel

Nahur Road Mulund (W)

39. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the Rules made thereunder.

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

THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land situate lying and being at Village Pancha Pakhadi in the Taluka and District of Thane within limits of Thane Municipal Corporation admeasuring 66091.94 square metres or thereabouts out of the total area admeasuring 74,749.59 sq. mtrs in the Registration District of Thane and bearing the following Survey Nos.143-A Hissa Nos.1 (pt),3 (pt),4(pt)and 5(pt), 144A, Hissa Nos.1 (pt) 2(pt),145 (pt), 146 Hissa Nos.1(pt) 2,3,4,5(pt) and 6(pt), 147(pt) 148 Hissa No. 2(pt),4,5,6 and 149 Hissa Nos.1(pt),2(pt) and 3(pt).

SIGNED SEALED AND DELIVERED)
by the withinnamed Developer)
GENTRONIC LEASORS AND)
DISTRIBUTORS PRIVATE LIMITED)
in the presence of)

GENTRONIC LEASORS AND
DISTRIBUTORS PRIVATE LIMITED

Arun Kumar Singh

[Signature]
Director

SIGNED SEALED AND DELIVERED)
by the withinnamed Developer)
KABRA ESTATE PRIVATE LIMITED)
in the presence of)

KABRA ESTATE PRIVATE LIMITED

[Signature]

Director

Shyam Sunder Kabra

SIGNED SEALED AND DELIVERED)
by the withinnamed Purchasers Dr.)
Achhelal Dilai Yadav)
_____)
in the presence of)

[Signature]

RECEIVED of and from the)
withinnamed Purchaser the sum of)
Rs. 75000/- (Rupees Seventy)
Five Thousand only)
_____)
_____ only) as earnest money)
or deposit on or before the)
execution of these presents)
Rs. 75000/-)

Witness:

[Signature]

We say received:

[Signature]
(Company)

liable to tax under the sales-tax laws, if however by reasons of any amendment to the constitution or enactment of amendment or of any other law, Central or State, this transaction is held to be liable to tax as a sale or otherwise, either wholly or in part and any inputs or material or equipments used or supplied in execution of or in connection with this transaction are liable to tax, hereinafter at any time the same shall be payable by the Purchaser alongwith other purchaser on demand.

34. At the time of conveyance of the said property and the said building if any permission is required to be obtained or any compliance is to be effected of the Urban Land (Ceiling and Regulations) Act, 1976 and/or of the Land Acquisition Act and or any central or state legislation and/or any rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called the same shall be complied with by the Purchaser and/or the body of flat purchasers and/or the society in consultation and co-operation with the Company and all cess, charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser/s and/or the Society.
35. At the time of registration of the conveyance the Purchaser shall pay to the Company its share of stamp duty and registration charges payable if any on the conveyance or any other document or instrument of transfer in respect of the said land and building to be executed in favour of the Society or limited Company, and the Company shall not be liable to contribute any amount in respect thereof.
36. The provisions of this agreement have been read and fully understood by the Purchaser hereto.
37. The Company shall enter into separate agreements with the acquirers of different flats in the said building on the terms and conditions substantially similar hereto and the benefit of this and such other agreements shall enure for the benefit of all the flat Purchasers in the said building and shall be available for enforcement not only against the respective purchasers thereunder but all flat acquirers in the said building and the provisions of such agreements shall bind to the extent applicable to the transferee/s of flats from the original purchasers also.

a Company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flats or of the said land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Company until the said land and building is transferred to the Society/Limited Company as hereinbefore mentioned.
23. Any delay tolerance or indulgence shown by the Company in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Company shall not be construed as a waiver on the part of the Company 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 Company.
24. The Purchaser and/or the Company shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Company will attend such office and admit execution thereof. The stamp duty in respect of this Agreement shall be borne and paid by the Purchaser alone.
25. The Purchaser hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
26. It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Purchaser in respect of the said flat, the Company shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its rights, title and interest in the said building and or in the said property or any part thereof or open land surrounding the said building and given them as open parking space or in any other manner the Company deems fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Purchaser.
27. It is also agreed and understood by and between the parties hereto that

local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated;

- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of any change of user of the flat by the Purchaser;
- (i) The Purchaser shall not let, sub-let, transfer, assign or part with its interest or benefit under of this Agreement or part with the possession of the flat until all the dues payable by the Purchaser to the Company under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the prior written consent of the Company in that behalf;
- (j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats 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 and the Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (k) Till a conveyance of building in which flat is situated is executed the Purchaser shall permit the Company 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.

21. The Company shall maintain a separate account in respect of sums received by the Company from the Purchaser as advance or deposit, sums received toward the share capital for the promotion of the Co-operative Society or

the terrace space in front of or adjacent to the terrace flats in the building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the said terrace flat Purchaser till the permission in writing is obtained from the concerned local authority and the Company or the Society, or the Limited Company, as the case may be.

28. Until the said property together with the said building is conveyed as aforesaid, the Company will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made and the Purchaser/s alongwith other flats/parking spaces/garages purchasers and/or co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Company.
29. It is expressly agreed and confirmed by the Purchaser that till the proposed society or limited company is formed and the property is transferred to the said society or limited company, the Purchaser shall have no right in the said property.
30. The Purchaser shall check up all the fixtures and fittings in the flat before taking possession of the same. Thereafter, the Purchaser shall have no claim against the Company in respect of any item, or work in the flat or in the said building/s, which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise in relations thereto.
31. Any additions and alterations in flat and/or in respect of the specifications and amenities by the Purchaser may if agreed by the Company shall be carried out at the risk and extra cost of the Purchaser which shall be paid in advance by the Purchaser before the work is carried out by the Company.
32. The Company shall not be responsible for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc..
33. The transaction covered by this contract at present is not understood to be

- (iii) Rs. 1,000/- for formation and registration of the Society or Limited Company;
- (iv) Rs. 15,000/- for proportionate share of electric meter, water meter expenses, development charges, to TMC & premiums to TMC/Govt. etc.
- (v) Rs. 30,000/- towards corpus fund for construction and maintenance of Swimming Pool, Health Club and Garden;

19. The Company shall utilise the sum of Rs. 1000/- paid by the Purchaser to the Company for meeting all legal costs, charges and expenses, including professional costs of Advocates and Solicitors of the Company in connection with the formation of the said Society or, as the case may be, the Limited Company, preparing its rules, regulations and bye-laws, or, as the case may be, Memorandum and Articles of Association and the cost of preparing and engrossing the Deed of Conveyance.

20. The Purchasers for itself with intention to bring all persons into whatsoever hands the flat may come, doth hereby covenant with the Company as follows:-

- (a) To maintain the flat at Purchaser's own cost in good tenable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the flat is situated, staircase or any passages which may be against the rule, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof;
- (b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or likely to damage the staircase, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the

so desires it shall be entitled to sell, lease out and dispose of the same in any manner whatsoever to such person or party as it deems fit. The Company shall be further entitled to put up hoardings and/or display advertisements on the terrace without paying any rent or compensation in respect thereof to the Purchaser or the Society/Limited Company.

17. Commencing a week after notice in writing is given by the Company to the Purchaser that the flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building are transferred to it, the Purchaser shall pay to the Company such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Company provisional monthly contributions of Rs.500/- per month towards the outgoings. The amounts so paid by the Purchaser to the Company shall not carry any interest and remain with the Company until a conveyance is executed in favour of the society or a limited company as aforesaid. Subject to the provision of section 6 of the said Act, on such conveyance being executed, the aforesaid deposits (less deductions provided for under this Agreement) shall be paid over by the Company to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

18. The Purchaser shall on or before delivery of possession of the said flat keep deposited with the Company the following amounts:-

- (i) Rs.2,000/- for legal charges;
- (ii) Rs.260/- for share money, application/entrance fee of the Society/Limited Company;

and that no part of the said floor space index has been utilised by the Company elsewhere for any purpose whatsoever. In case the said floor space index is utilised by the Company elsewhere then the Company shall furnish to the Purchaser all the detailed particulars in respect of such utilisation of said floor space index by it. In case while developing the said land the Company has utilised any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Company to the Purchaser. The residual F.S.I. on the property or the layout not consumed will be available to the Company till the Conveyance in favour of the Society and the Company shall be entitled to sell, transfer, assign, dispose of or otherwise deal with the same and all benefits relating thereto. Provided However, that after the Conveyance in favour of the Society the residual F.S.I., if any, shall be available to the Society.

8. The fixtures, fittings and amenities to be provided by the Company in the said building and the flat are those that are set out in Annexure 'G' annexed hereto.

9. The Company shall give possession of the said flat to the Purchaser on or before 31st day of Dec. 1999. Provided the Company has received the full purchase price in respect of the said flat and all other amounts payable by the Purchaser to the Company. If the Company fails or neglects to give possession of the flat to the Purchaser on account of reasons beyond its control and of its agents as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Company shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the flat with interest at 21 per cent per annum from the date the Company received the sum till the date the amounts and interest thereon is 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 Company to the Purchaser they shall, subject to prior encumbrances if any, be a charge on the said flat only;

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

- (i) non-availability of steel, cement, other building material, water or electric supply :
 - (ii) war, civil commotion or act of God:
 - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.
10. The Purchaser shall take possession of the flat within a period of fifteen days of the Company giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.
 11. The Purchaser shall use the flat for residence purpose only and not for commercial purpose.
 12. The Purchaser shall not decorate the exterior of the said flat otherwise than in the manner agreed to purchase with the Company under this Agreement.
 13. The Purchaser shall at no time demand partition of his/their/its interest in the said building in which the said flat is situated and/or the said property. It is being hereby agreed and declared by the Purchaser that his/their/its such interest in the said property is impartable.
 14. The Purchaser along with other purchasers of flats constructed on the said property shall join in forming and registering the Society or a Limited Company to be known by such name as the Company may decide and for this purpose 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 Company within fifteen days of the same being forwarded by the Company to the Purchaser so as enable the Company to register the organisation of the purchasers under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, Sale, Management and Transfer)

3. In the event of the Purchaser making delay in payment of any of the instalments on its due dates, then in that event, the Purchaser agrees to pay to the Company interest at the rate of 24% per annum on all the amounts which become due and payable by the Purchaser to the Company under the terms of this Agreement if any such amount remains unpaid for seven days or more after becoming due to the Company till the date of actual payment.
4. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Company under this Agreement (including its proportionate share of taxes levied by the concerned authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Company shall be entitled at its own option to terminate this agreement, notwithstanding the right reserved to the Company to charge interest on the delayed payment as aforesaid.

Provided Always that the power of termination herein before contained shall not be exercised by the Company unless and until the Company shall have given to the Purchaser fifteen days prior notice in writing of its 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 remedying such breach or breaches within 15 days of receipt of such notice;
5. The Company shall in respect of any amounts remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said flat agreed to be purchased by the Purchaser.
6. The Company hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the flat to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the said flat.
7. The Company hereby declares that the Floor Space Index available in respect of the said land is 66,000 sq. metres (including TDR of reservation) only

23. At the request of the Purchaser the Company has agreed to sell and transfer to the Purchaser Flat No. 604 admeasuring 40.52 sq. mt. on the 6th floor in the building No. A4 under construction on the said property (hereinafter called "the said flat") at or for the price of Rs. 684000 /- and on certain terms and conditions mutually agreed upon by and between them;
24. Under Section 4 of the said Act, the Company is required to execute a written Agreement for Sale of the said flat with the Purchaser being in fact these presents and also to register this Agreement under the Registration Act;
25. The parties hereto are desirous of recording the terms and conditions relating to the sale of the said flat by the Company to the Purchaser;
26. The term "Purchaser" may include the female gender and plural and also firms, companies, societies and other associations and in that event the terms and derivatives used herein with reference to the said expression shall be construed accordingly i.e. if the Purchaser be a partnership firm, the said term shall unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm the survivors or survivor of them and his/her or their assigns, if the Purchaser be a Company or Society, the said term shall wherever appropriate, mean and include its successors and assigns and in other cases, the said term shall wherever appropriate mean and include all persons claiming right title and interest through such Purchase including their successors in interest..pm

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

1. The Company shall construct flats on the property situate lying and being at Pancha Pakadi, Taluka and District Thane and more particularly described in the Schedule hereunder written hereinafter referred to as "the said property") in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Company may consider necessary or as may be required by the concerned local

flat 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 its own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or to the said flat which may be in contravention of the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the 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 flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion sewers, drains pipes in the flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Partis or other structural members in the flat without the prior written permission of the Company 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 the said land and the building in which the flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated;
- (g) Pay to the Company within 15 days of demand by the Company, his/their/its share of security deposit demanded by concerned

authority/the Government to be made in them or any of them and the prior written consent of the Purchaser is hereby expressly given.

Provided However that the Company shall ensure that such variations or modifications do not adversely affect the area of the flat agreed to be sold by the Company to the Purchaser.

2. The Purchaser hereby agrees to purchase from the company and the Company hereby agrees to sell to the Purchaser flat No. 604 admeasuring 40.52 Square metre carpet area on the 6th floor in Building No. A4 as shown in the floor plan thereof hereto annexed and marked as Annexure 'F' to be constructed on the said property (hereinafter referred to as "the flat") for the price of Rs. 684000/- (in Rupees Six Lacs Eighty Four Thousand only)

which is inclusive of the proportionate price of the common areas and facilities appurtenant to the flat, the nature, extent and description of the amenities are set out in Annexure 'G' hereto. It is hereby mutually agreed upon by and between the parties hereto that the purchase price of Rs. 684000/- (Rupees Six Lacs Eighty Four Thousand only) shall be paid by the purchaser to the Company in the following manner :

- (i) Rs. 75000 /- on the booking of the flat;
- (ii) Rs. 60000 /- on the completion of the plinth;
- (iii) Rs. 320000 /- on the completion of slab; (equally distributed in all slabs)
- (iv) Rs. 50000 /- on the completion of Brich work upto 3rd floor;
- (v) Rs. 50000 /- on the completion of the Niru Plaster; upto 3rd Floor;
- (vi) Rs. 50000 /- on the completion of the Flooring upto 3rd floor;
- (vii) Rs. 50000 /- on the completion of Plaster
- (viii) Rs. 29000 /- at the time of Possession.