the default in remedying such breaches as mentioned in the said notice. It is further agreed that upon termination of this Agreement as provided hereinabove, the Promoter shall, after deducting as compensation an amount equal to 10% of the total consideration, refund to the Purchaser the balance of the amount, if any which the Purchaser may have till then paid to the Promoter. No interest shall be paid by Promoter to the Purchaser on such refundable amount. Upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoter shall be at liberty to dispose of and sell the said premises, to any third party at such price and on such conditions as the Promoter may desire and think fit in their sole discretion without requiring to obtain any concent from the Purchaser.

- The ammenities to be provided by the Promoter in the residential premises shall be as per Schedule annexed hereto.
- 11. The Purchaser shall on or before claiming the delivery of the possession of the said premises, pay to the Promoter the following amounts:-
 - A) i) Rs. 510/-

towards Entrance fee and share money for membership of the Co-operative Society to be formed.

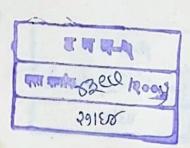
ii) Rs. 2,500/-

towards legal charges for formation of the Society.

TOTAL Rs. 3,010/-

After deducting therefrom the expenses incurred in the formation of the co-operative Society, the remaining amount, if any, shall be transferred by the Promoter to the Society as and when such Co-operative Society is formed. However, if any additional expenses are incurred by the Promoter on aforesaid account, the same shall be paid promptly by the Purchaser on prorata basis.

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B)

The Purchaser shall be required to pay in aggregate Rs. 115, 500 - (Rupees ONE LAKHS FIFTEEN THOUSAND ENE HUNDRED only) as and when the same are demanded by the Promoters, but essentially before demanding possession of the said premises as his contribution towards reimbursement of "ascertained expenses" to be incurred by the Promoters as

i) Rs. 39,000

under :-

for M.S.E.B. Deposits, Cable, Transformer, RMU & S.L.C. Charges, Liasioning payable for :-

2 BHK - Rs. 33,000/-

3 BHK - Rs. 39,000/-

ii) Rs.

for Advance of Maintenance Charges @ Rs. 1.50/- per sq.ft. (Built-up) per month for 12 months.

iii) Rs.

for Thane Municipal Corporation Development charge @ Rs. 20/- per sq.ft. (Built-up).

for Fire Brigade Expenses @ Rs. 5/- per sq.ft. (Built-up).

v) Rs. <u>28,125/</u> Infrastructure charges @ Rs. 30/- per sq.ft. (Built up).

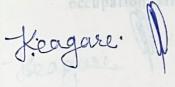
TOTAL

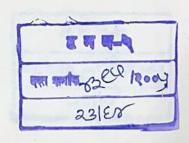
It is specifically agreed and inderstood that aforesaid amount shall be longered as ascertained expenses" to be incurred by the Promoters and therefore the Promoters shall neither be entitled to

demand additional amount on account of any defecit in actual expenses and nor be under obligation to maintain separate account thereof and/or to render account thereof to the Purchaser or to the Society as the case may be.

- On or before 10th of every month after 12 months from the date of actual possession or from the date of the possession of the premises being offerred by Promoter, whichever is earlier an amount of Rs. 1.50/

 (Rupees One Rupees Fifty Paise only) per Sq.Ft. of Built up area, per month towards Provisional proportionate share towards maintenance of the property including -
 - Water charges, Insurance Charges, common lights, salaries of clerks, bill collectors, Watchman, Chowkidar Sweeper and other staff, repairs and maintenance expenses for building and access road and all other expenses,
 - all expenses necessary and incidental to the administration, management and maintenance of the said property till the same is transferred to Cooperative Society.
 - The amount so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters till a conveyance is executed in favour of Society. On such conveyance being executed, the surplus if any, shall be handed over by the Promoters to the Society or as he case may be and similarly defecit amount of any shall be recovered from the Purchaser and the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the Purchasers in the building in which said premises is to be located, commits default

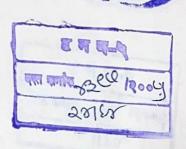




in contributing their respective share towards aforesaid expenses, then and in that case, the Promoters shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other Purchasers and the Society.

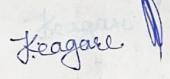
- D) The Purchaser shall further pay Municipal taxes of his share as and when demand therefor is made by the Municipal Authorities. The Promoters shall not be liable for payment of municipal taxes for any reason or on any grounds whatsoever. However, if any tax is levied and paid by Promoters for the period prior to possession, such taxes shall be reimbursed by the Purchaser before taking possession.
- 12. The Purchaser hereby agrees that in addition to the amounts provided under aforesaid clause, in the event of any further amount by way of premium or security deposit is payable to the Thane Municipal Corporation or to the State Government or any betterment charges including installation of water lines, water mains, sewerage line, sewerage mains, electric cables, electric sub-station, making and maintaining of Internal Roads and access to the said property layout, drainage, and all other facilities as the case may be or development tax or any kind of deposit is demanded for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of similar nature becoming payable by the Promoters, the same shall be paid by the Purchaser to the Promoters on pro-rata basis and in determining such amount, the discretion of the Promoters that he condusive and binding upon the Purchaser.
 - 13. The Purchaser hereby expressly agrees and covenants with the Promoters that in the event of all Floors of the said proposed buildings on the said property being not ready for occupation simultaneously and in the event of the

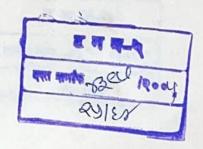
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Promoters granting licence to the Purchaser to enter upon the said premises then and in that event the Purchaser shall not raise any objection to the Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever, for completing the construction of the remaining Floor/s or buildings in the said property. The Promoters shall be entitled to carry out and complete the remaining work by themselves or by assigning the same to any third party at their sole discretion.

- 14. The Promoters propose to allot for consideration, the stilt portion and margin space as earmarked parking. The Purchaser hereby gives his irrevocable concent for such sale and the Purchaser can not raise any objection by himself or by and through the Society as and when formed for such allotment.
- 15. PROVIDED THAT it does not in any way affect or prejudice the rights of the Purchaser in respect of the said premises, the Promoters at their sole discretion shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property more particularly described in the Schedule written hereunder.
- 16. Save and except the premises hereby agreed to be purchased, the Purchaser shall have no claim, on all other premises and areas including stilt, terrace and open spaces around the said building and the balance portion/s of the said property including layout road, open spaces, etc., which shall always remain the property of the Promoters until the whole of the property is transferred to the Co-operative Housing Society subject to the rights of the Promoter as contained in this Agreement.
- 17. The Promoters have obtained the Certificates of Title of the said respective Owners from SHRI. DAMODAR A. PATIL, Advocate, Thane, the copies whereof are alreay inspected by the Purchaser. The Purchaser accepts the said Title



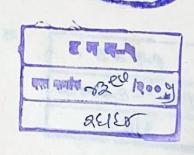


Certificates and the Purchaser agrees not to raise any further or other requisitions and or objections to the title of the said Owners and/or on the authority of the Promoters to Develop the said property.

18. The Purchaser confirms that the Promoters have given to him free and complete inspection and have provided (whatever demanded) with certified true copies of documents of title and approvals from various authorities in respect of the said Larger property including the Agreements for Development and other documents referred to hereinabove are annexed hereto and the Purchaser confirms that only after inspecting the aforesaid documents and all other approvals and being satisfied in respect thereof, the

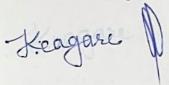
It is expressly agreed that the possession of the said premises will be endeavoured to be handed over by the Promoters to the Purchaser by end day of AUGUST - 2005 PROVIDED the Promoters have received the full purchase price of the said premises and other amounts payable by the Purchaser to the Promoters under these presents as also have received all such amounts from other Purchasers strictly as per time schedule and provided the construction by the Promoters are not delayed on account of Non-availability of steel, cement and other building materials, water or electric supply and any act of God, Civil Commotion, Riots or any notice, order. Court Order, rule or notification of the Government and/or other public body and/or Competent Authority resulting in stopping or disturbing the construction schedule of the Promoter and there is no delay in issue of Occupation Cardicate by the Thane Municipal Corporation and/or Planting Authority and there are no circumstances beyond the control of the Promoters. Non payment of consideration and of dues by the Purchaser and other Purchase's of premises in the

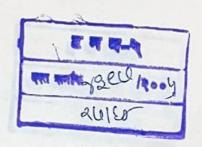
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buildings strictly as per time Schedule stipulated in their respective Agreements, shall be construed as one of the circumstances beyond the control of Promoters. If the Promoters for any of the aforesaid reasons are unable to give possession of the said premises by the date stipulated hereinabove then the Promoters agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said premises without interest, but without any deduction therefrom. Till the entire amount as stated is refunded by the Promoters to the Purchaser, subject to prior encumbrances, if any, such amount shall be charge on the said premises - but not on the said property. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said premises or against the said property in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said premises to any person or party as the Promoters may desire at their absolute discretion.

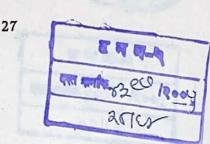
- 20. The Purchasers shall, prior to accepting possession of the said Premises from the Promoters, fully satisfy themselves about the qualities of work and amenities etc. and thereafter only the Purchaser shall take the possession of the said premises. The Purchaser after taking possession of the said premises, shall have no claim against the Promoter as regards the quality of the building material used for construction of the building or Amenities provided and the nature of the construction of the said premises of otherwise howsoever.
- 21. The Purchaser alongwith the other Purchasers of premises in the said building shall join in forming and registering a Co-operative Housing Society and/or apex society, and for that purpose shall sign and execute from time to time all





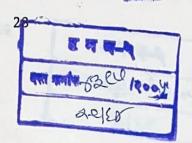
applications, bye-laws and other documents necessary for the formation and Registration of such Societies so as to enable the Promoters to register the Society and Apex Society of the Purchasers of Flats and premises in the said property.

- In the event of Society being formed and registered before 22. the sale and disposal by the Promoters of all the premises, the powers and the authority of the Society so formed shall be subject to the overall authority and control of the Promoters in respect of all matters concerning the said building and said property. The Promoters shall have absolute authority and control as regards the unsold Flat/s, Shop/s, Parking Space/s, Garage/s and the sale and disposal thereof. Under such circumstances, the Promoters shall have undisputed rights to sell and dispose of the unsold Flat/s, Shop/s, Parking Space/s, Garage/s, Stilt/s and premises to any third party and to receive and appropriate the consideration thereof for themselves. In such eventuality, on receipt of application by such purchasers, duly accompanied with requisite share money and entrance fees, it shall be binding on Purchaser and the Society to accept such Purchaser of unsold premises as member of the Society without demanding any premium, donation or like amount of any kind.
- It is expressly agreed that it will be the sole option of the 23. Promoters to convey the said property in one lot or in part thereof with further Sub-Division. All the recreation area and internal road area, areas under reservation shall belong to and continue to be retained by the Promoters and the Promoters shall be entitled to sell, transfer or assign such area or areas to any person or party as the Promoters may desire and neither the Purchaser herein no the Body of propsective Purchasers shall dispute, object or oppose to the decision of the Promoters in this behalf.



- Subject to terms of this Agreement being fulfilled by the 24. Purchaser and all other Purchasers in the asid Larger property, the said Developers shall themselves execute on the basis of said Power of Attorney, the Conveyance/s in respect of the said Larger property or any part thereof either portion-wise or building-wise or Phase-wise or in one lot as the Promoters may desire and all costs, charges, expenses by way of stamp duty and Registration Fee and all other expenses whatsoever shall be borne and paid by the Purchaser alongwith other prospective Purchasers of Premises on pro-rata basis. The contribution as demanded by the Promoters for such Conveyance, etc., shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever.
 - 25. Advocate of the Promoter SHRI. DAMODAR A. PATIL, shall prepare the Conveyance and all other documents to be executed in pursuance of this Agreement and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with formation and registration of Co-operative Housing Society, the preparation and execution of the conveyance and other documents shall be borne and paid by the Purchaser and all the Purchasers in the said property in proportion to the area of the respective premises. If any of the Purchaser in any of the buildings commit default in such payment, the Promoter shall not be liable or responsible for resultant delay in formation of the Co-operative Housing Society and/or of execution of the Conveyance as the case may be.
 - 26. The Purchaser for himself and with an intention to bring all persons unto whatsoever hands the said premises may come, doth hereby covenant with the Promoters as follows:
 - a) From the date of possession of the said premises, shall maintain at Purchaser/s own cost the said premises in good and tenantable repairs and

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condition, and shall not make any changes alterations or additions to the said premises or any portion thereof and shall not do or suffer to be done anything in or to the staircase, lift and any passage of the building in which the said premises is situated or which may be against rules, regulations and byelaws of the local authority or any other Competent authorities; 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 society and/or concerned authority.

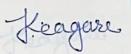
- b) Shall not change the user of the said premises for which it is being sold.
- c) Shall not store in the said premises any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned authority.
- d) Shall carry out at his own costs all internal repairs of the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser.
- e) Shall not enclose the flower bed or include the same inside the premises for any use and shall not make any change in the elevation and outside colour scheme of the building without prior witten permission from the Promoter, and or society and/or concerned authority and shall keep the portion sewers, ducts, drains, pipes in the premises and appurtenances thereto in good tenantable repairs and condition and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC pardis or other structural members of

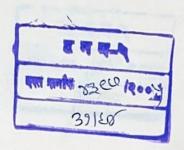
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the said premises without prior written permission from the Promoter and/or the Society and/or the Concerned Authority. The breach of this conditions shall cause this Agreement ipso facto to come to an end and the earnest money and all other amounts paid by the Purchaser to the Promoter shall stand forfeited.

- f) Shall not misuse or change the user of garage, car parking space or area covered under the stilt and use the same only for the purpose of parking the bonafide vehicle belonging to the Purchaser and for no other purpose whatsoever.
 - g) Shall not do or permit to be done any act or thing which may render void or voidable any insurance of the building in which the said premises is situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
 - h) Shall not throw dirt, rubbish, raggs, garbage or other refuse or permit the same to be thrown in the compounds or any portion of the said building in which the said premises is situated.
 - i) To pay to the Promoter within 7 days of demand by the Promoter his share of dues and payables as mentioned in forgoing paragraphs and 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 thange of user of the said premises by the Purchaser.
 - j) The Purchaser shall not let sub-let, transfer, assign or part with the said premises or the interest or benefit of this Agreement or part with the possession of the said premises until all the dues payable by the

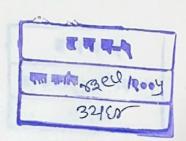




Purchaser to the Promotersunder this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoter and obtained prior permission in writing of the Promoter in that behalf.

- k) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alteration or amendments thereof that may be made therein and further shall observe and perform the rules, regulations and byelaws for the time being of the Local authority and/or Government and the other Competent authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- I) The Promoters have preapred a design of Mild Steel Grills taking into consideration the elevation of the Building in the Complex. If the Purchaser desires to fix the Grills, he shall have to get the Grill fabricated and fixed at his cost, but strictly as per the said design. No other design shall be permissible.
- m) Shall not demand partition of his interest in the said building and/or property, his interest in the said property being impartible.
- n) Till the Conveyance of the property is executed, the Purchaser shall permit the Promoters and their Surveyors and agents with or without workmen and others, at all reasonable times, to enter into and

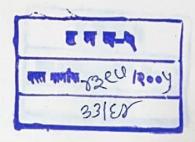
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upon the said land and buildings and premises or any part thereof to view and examine the state and conditions thereof.

- 27. The Stamp Duty and Registration Charges payable on this Agreement and incidental expenses thereof shall be borne and paid by the Purchaser alone. The Purchaser shall, immediately after execution of this Agreement, lodge this Agreement for registration and inform within reasonable time the serial number and the date of lodgement to the Promoters to enable the Promoter to attend the office of the Sub-Registrar and to admit execution thereof.
- 28. The proportionate Stamp Duty and Registration charges and expenses of and concerning the execution and registration of Conveyance shall be borne and paid by the Purchaser alongwith other Purchasers, in proportion of their respective holdings as and when demanded by the Promoters or the Soceity as the case may be.
- 29. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title and interest of any kind whatsoever into or over the said premises and/or said property or any part thereof, such conferment shall take place only upon the execution of the Conveyance in favour of the Co-operative Housing Society to be formed.
- 30. The Promoters 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 premises agreed to be purchased by the Purchaser.
- 31. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser under Certificate of Posting at the address given by the Purchaser and as recorded in title of this Agreement.
- 32. It is expressly agreed that the Promoters shall be entitled to put a Hoardings and Towers for CDMA or Cellular Phones or Communication Centre on the said property or on

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the building/s on the said property or any parts thereof and the said hoardings may be illuminated or comprised of Neon Signs and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.

- 33. The Promoters shall be entitled to use the terrace including the parapet wall for any purpose including installation of Tower for Communication or ATM acticities and for display of the advertisements and sign boards and the Purchaser shall not be entitled to raise any objections or to claim any deductions in the price of the premises agreed to be acquired by him and/or claim any compensation or damage on the ground of inconvenience or any other ground whatsoever from the Promoters.
- 34. The terrace space, if any, in front of or adjacent to the terrace Flats if any in the said Building shall belong exclusively to the respective Purchasers of the terrace Flats and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. Such terraces shall not be enclosed by the terrace Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoters or the said Society as the case may be.
- 35. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement of the Promoters for giving of time to the Purchaser by the Promoters shall not be construed as a waiver on part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser, nor shall the same in any manner prejudice the rights of the Promoters.
- 36. In this Agreement,

a) unless the context otherwise implies the expression defined herein shall have the respective meaning assigned to them.

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- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminina and/or neutral gender wherever applicable.
- 38. It is specifically agreed by and between the parties hereto that in the event of any clause or clauses or provision or provisions of this Agreement becoming void on account of any law, rules and regulations, then and in that event the entire Agreement shall not be treated void-ab-initio and, in such case, the such defective clause or clauses or part of the clause or clauses or part of the clause or clauses of this Agreement.
- 39. This Agreement shall always be subject to provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 and any other provisions of law applicable thereto.

FIRST SCHEDULE ABOVE REFERRED TO

SAID PROPERTY UNDER DEVELOPMENT

ALL THOSE PIECES OR PACELS OF LAND being Non-Agricultural Land situate, lying and being at New Village Dhokali (Old Village Balkum), Thane, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of Thane Municipal Corporation and shown with Red Colour boundary on the plan thereof annexed hereto and bearing following description

	The state of the s
Old S.Nos. & H. No. of Village Balkum	New S.No. Sq. Mtrs. Of Village Dhokali
125/3	2050
125/6B	82/65 50
34	ENRA
	manager Room
	& H. No. of Village Balkum 125/3 125/6B

Property No.	Old S.Nos.	New S.Nos.	Area Sq. Mtrs.
	& H. No.	& H. No.	
	of Village	of Village	
	Balkum	Dhokali	510
SECOND	125/5B	82/5B	250
Shri. Dhanaji Vithu	125/5D	82/5D	150
Bhoir & Others	233/5/6	86/5/6	500
	33/5/9	86/5/9	1200
	233/5/12	86/5/12	1200
		20/2A	810
THIRD	123/2A	86/4/B+5/1	600
Shri. Joma Ganpat	233/4B+5/1	86/5/10	600
Bhoir & Others	233/5/10	80/5/10	100
FOURTH	122/2B Pt	79/2B Pt	180
Shri. Jairam Maruti	123/2B	80/2B	500
Bhoir & Others	125/5A	82/5A	1200
Bhoir & Others	125/6D	82/6D	250
		82/6E	130
	125/6E		200
	233/5/5	86/5/5	500
	233/5/7	86/5/7	250
	233/5/15	86/5/15	
FIFTH	122/1	79/1	2370
Smt. Bhagirati Gautya	122/2A	79/2A	380
Bhoir & Others	125/5C	82/5C	120
	125/6A	82/6A	330
	233/5/3	86/5/3	80
	233/5/4	86/5/4	1080
	233/5/8	86/5/8	300
	233/5/13	86/5/13	20
SIXTH	122/3Pt	79/3Pt	2420
Shri. Krishna Sitaram		82/2	3270
Patil & Others	125/4	82/4	350
ratii & others	233/1	86/1	4300
	233/2	86/2	3100
	35	مندس	
Koagare.		81	1 4-1
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			820 100 U
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Property No.	Old S.Nos. & H. No. of Village	New S.Nos. & H. No. of Village Dhokali	Area Sq. Mtrs.
BROIT & Others	Balkum 233/4/A	86/4A	250
EIGHTH Shri. Murlidhar Padman Bhoir & Others	233/3	86/3	400
NINETH Shri. Harishchandra Jaggu Bhoir & Others	233/5/2	82/6C 86/5/2	760 400 700
TENTH Shri. Janardan Jana	123/1Pt	80/1Pt	150
ELEVENTH WAR AND TO SEE	124/1	81/1	6930 8237
M/s. G. M. Finance & Trading Co.,	128/2Pt 129/5/2+5/3	87/2Pt 88/5/2+5/3	2294
TWELVETH M/s. G. M. Finance &	126 127	84 85	330
Trading Co.,	128/2Pt 129/5/2+5/3P	87,2P 88,5,2+5/3P	13163 6806
THIRTEENTH Smt. Yamunabai Deo Patil & others	306/5pt	66/apt	401.08
Eagare.	36	हता वार्याच्या २०३	-

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SECOND SCHEDULE ABOVE REFERRED TO SAID PROPERTY

PROPERTY UNDER DEVELOPMENT BY PROMOTERS

Building Nos. 1-20 to be constructed on portion of said Larger Property more particularly described in the First Schedule written hereinabove.

THIRD SCHEDULE ABOVE REFERRED TO

Jeagarla Flat/Terrace Flat/Garden Flat with Podium/Stilt adm. 855 Sq.Ft. Carpet 1125 i.e. Built up and bearing Flat/Terrace Flat/Garden Flat with Open Parking Space/Stilt No. 901 in Building No. 1-20 in the said Larger property more particularly described in the First Schedule written hereinabove and shown with Red Colour Boundary on the plan thereof annexed hereto.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED By the

withinnamed the "PROMOTER"

M/s. SIDDHI TWINKLE ENTERPRISES

in the presence of

For Ms. SIDDHI TWINKLE TERPRISES

R OF JOINT

1. Inland.

2 /-



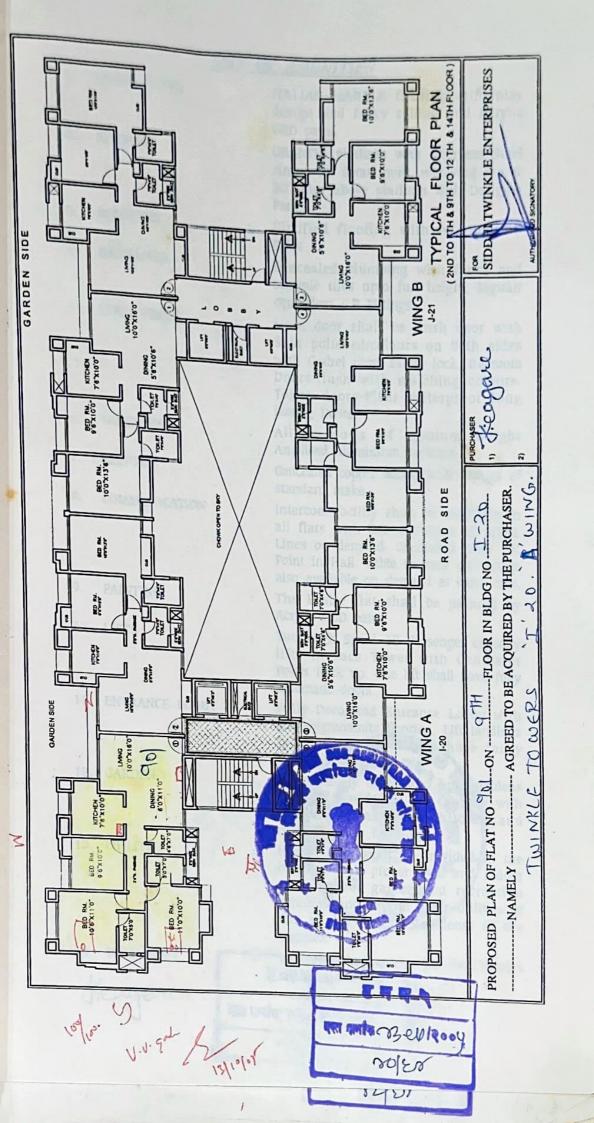
37

SIGNED AND DELIVERED BY withinnamed the "PURCHAS" 1) MR./MRS. JAYASHREE 2) MR./MRS. in the presence of	KIRAN PAGARE , Keagare
1. Juli-	
RECEIVED of and from	the withinnamed Purchaser, a sum es ELEVAN THOUSAND the amount of earnest money to be ese presents.
Witnesses :- WE	SAY RECEIVED RS
1. Chewit-	MEMBER OF JOINT VENTURE
Keagare	38 Brandseukody 3e/LV

32

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UI

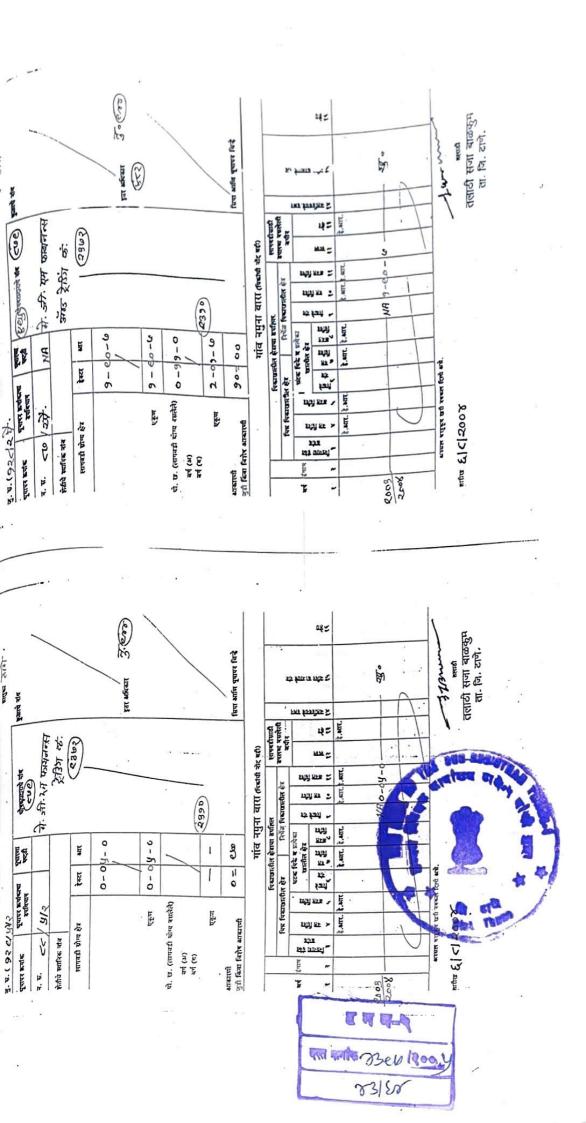


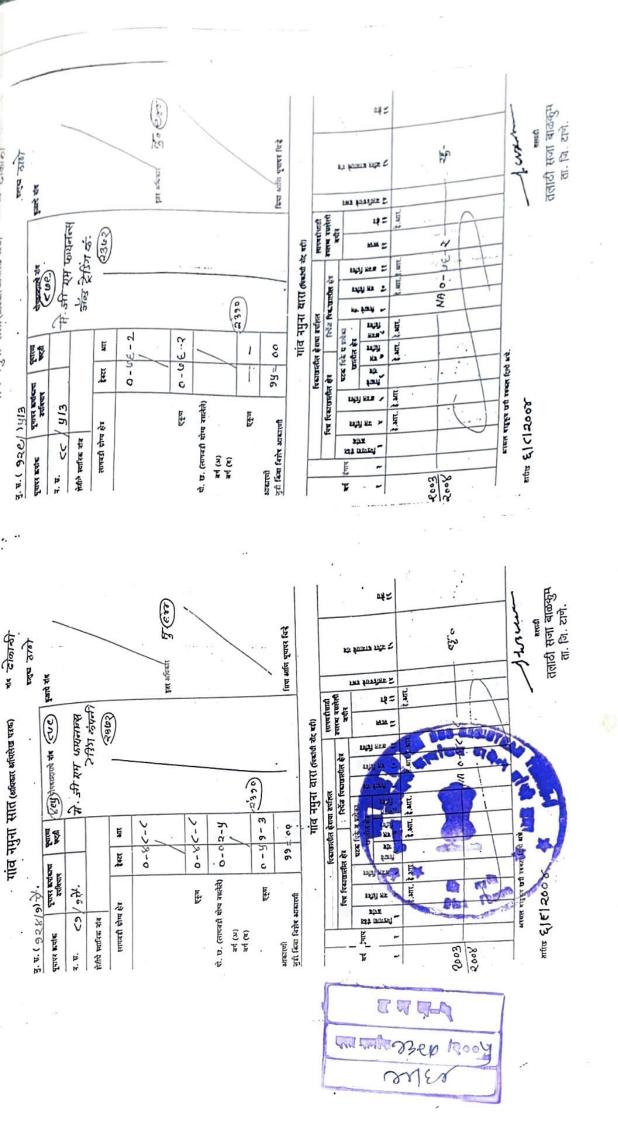
LIST OF AMENITIES

ITALIAN MARBLE flooring with inlay 1. LIVING ROOM design and fancy ceiling and Acrylic OBD paint. GRANITE platform with Stainless Steel 2. KITCHEN sink with Swan neek revolving tap & 20" tiles above platform with Designer Patti. Vitrified flooring with Acrylic OBD 3. BEDROOM Paint. Concealed plumbing with fancy and BATHROOM ceramic tiles upto full height, Jaguar/ equivalent C.P. Fittings. Main door shall be flush door with DOOR FRAME Skin polished/colours on both sides with Godrej ultra safety lock. Bedroom Doors-flush with matching colours. Toilet doors-Fiber waterproof long lasting Doors. All windows of medium weight 6. WINDOWS Anodised aluminium sections. Concealed copper wiring with fittings of 7. ELECTRIC standard make. Intercom facility shall be available in 8. COMMUNICATION all flats with DID exchange of MTNL Lines on demand. Concealed cable T.V. Point in Hall. Cable internet connection also available on demand at extra cost. The Entire flat shall be painted by 9. PAINTING Acrylic OBD paint. Two High Speed 10 Passenger capacity 10. LIFTS lifts in each Tower with Generator Power Back up. One lift shall have fully automatic doors. Fully Decorated Entrance Lobby with 11. ENTRANCE LOBBY granite/granamite flooring. Lift landings in all floors shall a have fancy granamite floorings. Professionally landscaped huge gardens shall be provided in the Complex with 12. GARDEN ample pray area for children relaxing space for elders. Health Club shall be provided in the complex with proper Gym and indoor 13. UTILITIES and outdoor games and recreation facilities and several other utilities of day to day use of Residents of the complex. 14. TRANSPORT Dedicated Bus service for the Complex shall be available. M SHOOK ME WA

8451

Jall Ris	part cir		_	/		1	president (3 (C.C.)		_		धिक अर्जन प्रजापर दिन्		2.5 domina 12.2.	2	· in		- Assert	क्ष्मक तलाठी सन्ता बाळकुम वा. जि. टाणे.
1	पृष्णपर क्रमांक पृष्णपर क्रमांकात पृष्णपत्र कर्मांक कर्मांक कर्मांक	TH. CY - N.A P. TITATION	7年	1	9451	6-63-3	0-0-1	3	वर्ष (कः) वर्ष (दः)	o		गांव नमुना वारा (फकान सेर क्ये)	निर्मात किया प्रतिकार प्रतिका	E. SERT.	2000gv.	en .	क्षीय है ८। २००४	वस
· 				_			• • •	10.					· · · · · · · · · · · · · · · · · · ·			<u></u>		
मार दी कारही	म्पूच अरहे .	मुख्याये योव	_	\	_	_	Fat sefecare 3 0 Core	\			निया अभि युपारन विन्हे		pit fourte prip: of	E	Ŕ	A Garage	neuch	तताटी सजा बाळकुम ता. जि. टाणे.
गांव नमुना सात (अधिकार अपिनेख पत्रक)	Z. V. (→2€/_)	पुनारन क्रताक पुनारन क्रमंक्रमा क्ष्याच्या स्टिट्योचेक्स्प्रयाचे संद (१७८)	άλ		समयहो भेग्य होर हेस्टर भार स्था	6-90-0		6-20-0 mil	ा. त. (तम्पट्टा का जाति) व. (तम्पट्टा का जाति)	C L MEET	रिर सम्बत्तानी जुन्न द	गांव नमुन वहा तिकाल मेर म्हा	Tributh a sucrement of the sucrement of	T. S. A.T.	NA 0-0C-9	Tech sei.	8002/3/5	तत्तार्थे
٠	ы́. 	F	ri	花	1			1			असी		हत क्रांच	830	b lson			





ANNEXURE - D

ODAR A. PATIL
B.A., B.COM., D.C.L., LL.B.
ADVOCATE

DAP/02/195

Tel.: 547 25 02 Fax: 547 24 09

203, SUVRAT, Bhawani Chowk, (Tembhi Naka), Thane - 400 601.

Date: 2 2 NOV 2002

CERTIFICATE OF TITLE

Re.:-a) The immovable property being Non-Agricultural Lands situate, lying and being at Revenue Village Dhokali, Talathi Saja Balkum, Thane, Taluka and District Thane and within the limits of Thane Municipal Corporation and having following description according to Revenue records:

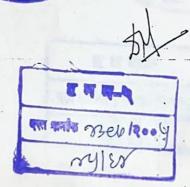
Sr. No.	Old Survey Numbers of Village Balkum	New Survey Numbers of Village Dhokali	1	Area H R P.
1. 2. 3. 4. 5.	124/1 126/0 127/0 128/2 129/5/2 129/5/3	81/1 84/0 85/0 87/2 88/5(P) 88/5(P)	0 0 0 2 0 0	- 69 - 30 - 09 - 10 - 03 - 30 - 14 - 00 - 05 - 00 - 86 - 00
nla	Appropriate the same		3	- 86 - 70

b) The immovable property being Non-Agricultural Lands situate, lying and being at Village Chitalsar-Manpada, Thane, Taluka and District Thane and within the limits of Thane Municipal Corporation and having following description according to Revenue records:

Sr. No.	His Name of the Na	ssa Area o. H R P.
1.	29 30	0 - 33 - 00° 0 - 56 - 70
		0 - 89 - 70

(hereinafter referred to as the "SAID

M/s. G.M. Firance Frading Co. Owner

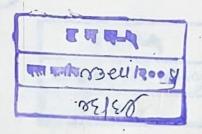


TO WHOMSOEVER IT MAY CONCERN

of the Vendors to the aforesaid property and on the basis of search taken with the office of the Sub-Registrar of Assurances, than and Mumbai; Public Advertisement; perusal of Revenue Records and documents submitted and declarations made and clarifications given, I have observed as under:

l. At the relevant point of time, the contegious Plot of land being property above referred to and situated at Village Balkum and Village Chitalsar Manpada, Thane, respectively was owned by one Shri Shreepad Vithal Pradhan as his self acquired property. By and under Deed of Conveyance dated 22nd September, 1947, said Pradhan sold, conveyed and cransferred the aforesaid property to and in favour of (a) Shri Lala Karamchand Gobindram Aggarwal and (2) Shri Lala Chhagamal Murlidhar Aggarwal, and since then, said Aggarwals became the owners of the aforesaid property.

2. It appears that subsequently said agrarwals or the put the aforesaid propert in hotchpote of family partnership under the name and style M/s. Dewandand Wikkamal & Co."



- 3 -

- Said M/s. Dewanchand Nikkamal & Co., by and under Regd. peed of Conveyance dated 12th May, 1966, sold, conveyed, transferred and assigned the aforesaid property to and in favour of M/s. G.M. Finance & Trading Co. and, since then, the said Firm owns, seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid property.
- 4. Under the provisions of Urban Land (Ceiling and Regulations) Act, 1976, (for short "ULC ACT") the area under reference falls within the limits of Thane Urban Agglomeration and 8 K.M. peripherial area of Greater Bombay and the provision of ULC Act for holding and alienation of the aforesaid property are applicable thereto. Accordingly, by and under its order dated 30th October, 1993, the competent authority, under the ULC Act, has declared the aforesaid property as "RETAINABLE LAND" of the Owner.
- IN VIEW OF THE ABOVE, IN MY OPINION, subject to aforesaid observations, the title of the Owner to the aforesaid property is clear, marketable and free from encumbrances and reasonable doubts.

Thane, dated on this 22nd day of NOVEMBER, 2002.

DAMODAR PATIL)
Advocate

THE STEP 10 1009

व्हरण क्रमांक के विनांक

जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी सं

:- युएलसी/टिए/टे.नं.१/बाळकूम

:- २२/१०/२००२

विवरणपन धारकाचे नांव व पत्ता

मे.जी.एम.फायनान्स ॲन्ड ट्रेडिंग कंपनीचे व्यवस्थापक श्री.डी.पी.जोशी मीजे-बाळकूम, ता.ठाणे

नागरी जिमन कमाल धारणा अधिनियम १९७६ चे कलम ८(४) खालील स्धारीत आदेश

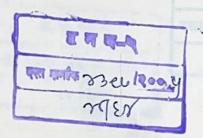
१/- ज्याअथी मे.जी.एम.फायनान्स ॲन्ड ट्रेडिंग कंपनीचे ध्रवस्थापक श्री.डी.पी.जोशी, मांजे-बाळकृम, ता.ठाणे यांनी ठाणे महानगरपालिकेचे सन १९९९ चे मंजूर विकास आगज़हयानुसार कंपनीने धारण केलेल्या जिमनीचे भूपष्ट्रयातील वापरामध्ये बदल झालेला असल्याने कलम ८(४) चे सुधारीत अदेश मिळणे बाबत दिनांक १९/८/२००२ रोजीचे अर्जान्ययं विनंता कंती आहे.

२/- ज्याअथीं प्रस्तुतचे प्रकरणी शासन परिपत्रक क्र.युएलसी/१०८१/(५४४४) का-३ दिनांक २२/२/१९९३ व दिनांक ३०/११/१९९६ अन्वये अपर जिल्हाधिकारी व सक्षम प्राधिकारी यांना नागरी जिमन कमाल धारणा अधिनियमाचे कलम ३४ अन्वये काही तराविक कारणासाठी सुधारीत आदेश पारीत करणे बाबतचे अधिकार प्रदान केलेले आहेत, सदर अधिकाराचा वापर करुन प्रस्तुतचे प्रकरणी ही कार्यवाही करणेंत येत आहे.

२/- ज्याअर्थी प्रस्तुत प्रकरणाची थोडक्यांत पार्श्वभूमि खालील प्रमाणे

आहे :-

मीजे-वाळकूम येथील स.नं. १२४/१, १२६, १२५, १२८, १२८/६, १२९/५/२, १२९/५/२, १२९/५/३ व मीजं-चितळसर मानपाडा येथील गट नं ११ है. आणि ३० व अकूण क्षेत्र १७६४०-०० ची.मि. क्षेत्राबावत मे.जी.एम.फायनान्स अन्द ट्रेडींग कंपनी यांचे मधे या कार्यालयाने आदेश क्र.युएलसी/बाळकूम/एसआर/३०० दिनांक ३०/१०/१९४३ अन्वये कलम ८(४) खालील आदेश पारीत केलेले आहेत. सदर आदेशामध्ये कंपनीचे धारणा क्षेत्राचा नमूद करणेंत आलेला तपशिल खालीलप्रमाणे आहे.



टनन-५ क्तं 2800/२००४ १५१०० वि.प.धा.चे अंकृण धारणा क्षेत्र बांधकामा खालील क्षेत्र

२. सत्यम क्षेत्र

7.

ξ.

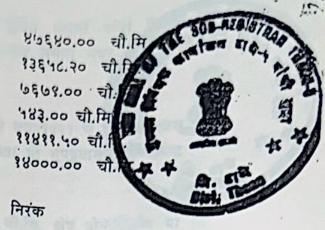
3. अतिरियत संलग्न क्षेत्र

४. निव्यळ मोकळे क्षेत्र

वि.प.धारकास अनुज्ञंय क्षेत्र

(2000 x 6)

अतिरिक्त क्षेत्र



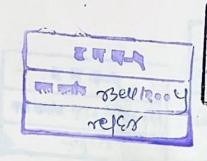
४/- ज्याअर्थी प्रकरणी या कार्यालयाचे परिस्कृतिकापक यांनी समक्ष जागेची स्थळपाहणां करून स्थळदर्शक नकाशा तयार केलेक स्थळपाहणां करून स्थळदर्शक नकाशा तयार केलेक स्थळपाहणां यांनी जिमनीचा भूपद्दा तरपून छानि प्रश्चित तथा केलेले आहे. त्यानुसार कंपनीने धारण कंलेल्या जिमनी ठाणे महास्वरूपक्रीकेचे जिल्ला है विकास अगिशास रहीधाय + कमिशियल + अगिशियक + कमिश्य या भू विकास समाविष्ट

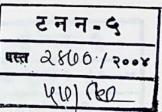
त्याने कंपनीचे संचालक यांना त्यांचे म्हणणे मांडणेसाठी १०/१०/२००२ ही नायणीसाठी तांगिख निश्चित करणेंत आलंहीं होती. सदरचे दिवशी त्यांनी कार्यात्यांत उपस्थित राहून ज्ञाव नाद्यिलेला आहे. धामध्ये त्यांनी असं नगूद केले आहे की, ठाणे महानगरपालिकचे मंत्र विकास आराखड्यानुसार आमचे कंपनीने धारण केलेल्या क्षेत्रापैकी काही क्षेत्रामध्ये औन.डी.ड्रोड व ओल.डी.ड्रोड असा भूपड्टा असून शाळेचे आरक्षण आहे. तसेच काही भाग रहीवास भूपड्टामध्ये अंतर्भूत झालेला आहे. तरी प्रकरणी वांधकाम विकास नियंत्रण नियमावलीनुसार देय असणारे सर्व फायदे आम्हाला मिळावेत.

६/- ज्याअधी वरील सर्व बाबींचा व उपलब्ध कागदपत्रंचा एकत्रितपणं विचार करता खालील वस्तुस्थिती निदर्शनास येते.

्राकाशान प्रतिने वाळकूम धंधील स.नं.१२४/१ (८१/१ निवन) १२६ (८४) राष्ट्र (८५) १२०/२ (८७/२), १२९/५/२ (८८/५/२पे.), १२९/५/३(८८/५/पे.)या जिल्ली में और एम.फीक्लान्स अंन्ड इंडिंग कंपनी यांनी मं.दंबानंद निकमल ॲन्ड कंपनी यांचेक इन दिनांक ७/३१/१९७० गंजी खंगेंदीने घेतली अमृत दिनांक २९/६/१९७४ गंजी सदम् क्यानीचे नाव गाव नमुना नंज/१२ चे कढ़्जेदार सद्भी दाखल झालेले आहे. (फेरफार क्र. 35)

े मीजे-चितळसर-मानपाडा येथील गट न.२४ पै. क्षेत्र ३३०० जी.मि. आणि ३० पै. वंत्र ५६७०.०० ची.मि. या जीमनी देवाचंद निकामल ॲन्ड कंपनीचे भागीदार छांगामल





अग्रंगित यांचेकडून भे.जी.एम.फायनान्स ॲन्ड ट्रेडिंग कंपनी यांनी गंजी खंग्वीने पेतर्ली असून कंपनीचे नाव गाव नमुना नंबर

कंपनीने धारण केलेली जिमन वाणे महानगरपालिकेचे सन १९९९ चे जूर ज्वास इंडियानुसार रहिवास + औद्योगिक + कर्माश्चियल + रस्ता या भूपट्टयामध्यानिकेच

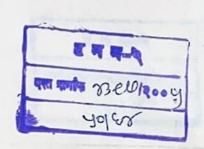
यांनी विकास मार्थ के कि का स्थाप के कि का स्थाप कि का

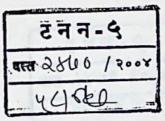
प्राप्त विवास क्षेत्र) दर्शविलं असून ३१२ ची.मि. क्षेत्र अंत.डी.झेड या विवास क्षेत्र) दर्शविलं असून ३१२ ची.मि. क्षेत्र अंल.डी.झेड या आरक्षणाखाली सदरचे वोन्ही बांधकाम अयोग्य आरक्षणे असल्याने सदरचे वोन्ही बांधकाम अयोग्य आरक्षणे असल्याने सदरचे विवरणपत्रधारक यांचे अेकूण धारणा क्षेत्रामधून वगळणेंत येत आहे.

क्रारण केलेल्या क्षेत्रापैकी ४७९९-०० ची.मि. क्षेत्र रस्त्याचे आरक्षणाने व्यानं सदर क्षेत्र कंपनीचे अंकूण धारणा क्षेत्रामधून वगळणंत येत आहे.

विनांक ३०/१०/१९९३ गंजी पार्शन केलेल्या कलम ८(१) चं आदेशामध्ये ची.मि. क्षेत्र वाधकागाखाली दर्शिक्ले असून ७६६९-०० ची.मि. संलग्न आणि बी.मि. जादा संलग्न क्षेत्र दर्शिवलेले आहे. तथापि आता नव्याने तयार करणेंत वा छाननी पत्रकामध्ये सहा.नगर रचनाकार यांनी ८२७१.४५ ची.मि. क्षेत्र वाधितां अगून, १०३१५.२२ ची.मि. संलग्न क्षेत्र व ५०० ची.मि. जादा क्षेत्र दर्शिवलेले आहे. वांधकामाचे क्षेत्रात तफावत पडलेली आहे. कारण अेल.डी.झेड वांक्षणामधील (ना विकास क्षेत्र) बांधकामे विचारांत घेणेंत आलेली नाहीत. तथापि बंड़ोंड या आरक्षणाने वाधित होणा-या क्षेत्राचा फायदा विवरणपत्रधारक यांना देणेंत बाही. त्यामुक्ते आना नव्याने तयार करणेंत आलेल्या छाननीपत्रकामधील बांधकामा व क्षेत्र, संलग्न क्षेत्र व जादा संलग्न क्षेत्र हे विवरणपत्रधारकाच्या धारणा क्षेत्रामधन वांत येत आहे.

कंपनीने धारण केलेल्या क्षेत्रापेकी १०१६७-०० ची.मि. क्षेत्र रहियाँ भूपद्रवात स्थास बांधकाम विकास नियंत्रण नियमावलीनुसार २००० प ची.मि. क्षेत्र आर.ची.नुसार) कायमस्वरुपी खुले ठेवणेचे असल्याने तसचा औद्योगिक खाली १९५१६ ची.मि. क्षेत्रासानी ४६३५.०५ ची.मि. क्षेत्र (२५ टक्के आर.जी.नुसार) खाली थुले ठेवणंचे असल्याने एकूण ७१७६.८० ची.मि. क्षेत्र कायम स्थरुपी खुले. क्षेत्र म्हणून कंपनीचे एकूण धारणा क्षेत्रामधून वगळणेत येत आहे. तथापि सवर्ण इंपनीने कायम स्थरुपी खुले ठेवणेचे आहे. तसेच बांधकाम विकास नियंत्रण क्षीनुसार अनिरियत स्र्वियांखालील क्षेत्र (५ टक्के ॲमिनिटी ओपन स्पेस) ९७५.८०





ही.मि. हे मुख्या कंपनीसं एकूण धारणा क्षेत्रामधून यगळणेत ये ह्यातीनं ठाणं महानगरपालिकंस हस्तांतरण करणेचे आहे.

विनांक ३०/१०/१९९३ रोजी पारीत केलेल्या कलम ८(हिम्छकत सन १९७६ पूर्वी ७ भागीदारांनी खरेदी केलेली असल्या कर्लम ८(० च आवस्था हिस्सी भूककत सन १९७६ पूर्वी ७ भागीदारांनी खरेदी केलेली असल्या करूँ सात स्वतंत्र हिस्सी (१४००० ची.मि.) अनुज्ञेय ठरविणेंत आलेले आहेत. परंतू वोन्ही करचे जर्मि अवलोकन करता कब्जेदार सदरी जी.एम.फायनान्स ॲन्ड ट्रेडिंग कंप्र आहे, तथापि पूर्वीचे कलम ८(४) चे आवेशांत ७ स्वतंत्र हिस्से अनुने आता सुधारीत आदेश पारीत करताना सदरचे ७ हिस्से गृहीत धर्म

७/- सवर क्षेत्राव्यतिरिक्त कंपनीचे बाबतचे सत्यप्रतिज्ञापत्र श्री रमेशकुमार छांगामल अग्रवाल यांनी स्ट्रिकेलेले आहे.

यरील सर्व वस्तुस्थिती विचारांत घेता जिल्लामपत्र धारक कंपनीचे धारणा क्षेत्राचा नर्पाशल पुढील प्रमाण निधारत करणेत यत आहे.

वि.प.धा.कंपनीचं अंकूण धारणा क्षेत्र ४७६४०.०० ची.मि. 3.

वांधकामा खालील क्षेत्र ₹.

सलान क्षत्र 3.

जादा संलग्न क्षेत्र 8.

(ना विकास क्षेत्र +अल.डी.झेड खालील क्षेत्र) (60.586 + 385.00)

ग्स्त्याखालील क्षेत्र ٤.

बांधकाम विकास नियंत्रण नियमावली 10. न्सार कायम स्वरुपी खुले ठेवणेचे क्षेत्र रहिवास साठी + औद्योगिक साठी (25:533 + 26:58:5)

अतिरिक्त स्वियां खालील क्षेत्र

निचळ मोकळे क्षेत

कंपनीस हिश्यानुमार अनुज्ञंय क्षेत्र 30. (2000 x 15)

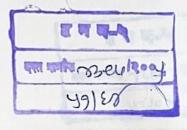
अतिियत क्षेत्र ??.

८२७१.४५ ची.मि. १०३१५.२२ ची.मि. ५००.०० चौ.मि.

४७९९.०० ची.मि.

७१७६.८० ची.मि.





टनन-५ बस्त 2860 / २००४

मागील परिच्छेदातील वस्तुस्थितीचा विचार करुन मी देत आहे. प्रस्तुत कंपनीने धारण केलेले निग्यळ मोकळे क्षेत्र है असलेल्या क्षेत्रापेक्षा कमी असल्याने कंपनी अतिरिक्त क्षेत्र धारक उरत नसल्याचे आदेश मी आज दिनांक २२/१०/२००२ रोजी माझे यानिशी नांक ३०/१०/१९९३ रोजी पारीत केलेल्या कलम ८(४) चे आदेशास क्रीतं करीत आहे. तदरचा निकाल विवरणपत्र धारक यांस कळविणेंत यावा. तंदारिकर्ग (स्री.ए.सपकाळ) अपर जिल्हाधिकारी व सक्षम प्राधिकारी तथा शासनाचे पदसिध्द उपसचिव टाणे नागरी संकुलन व बहन्मुंबई नागरी संकुलना सभोवतालील ८ कि.मि. परिसर मे.जी.एम.फायनान्स ॲन्ड ट्रेडिंग कंपनी मौजे-बाळकूम, ता.ठाणे टनन-५ AM 5200 13008 3)

दिनांक १०/१०/२००३

वाचले : में.जी.एम.फायनान्स अँड ट्रेडींग कंपनी यांचे भागीदार रा. ठाणे ता.जि.ठाणे यांचा दि. १७/४/२००३ रांजीचा अर्ज.

तहसिलदार ठाणे यांचेकडील चौकशी अहवाल क्र.जिमनबाव/२/वशी- ४९/०३ दि. ७/५/२००३

अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश १) क्र . युएलसी/ हीए/टे. नं. १/बाळकुम/एसआर-२०० दि.२२/१०/२००२ २)क्र. युएलसी/टीए/सेक्शन-२२/

एसआर-३१४ दि २६/११/२००२ लगत पत्र क्र.युएलसी/ ठाणे/ टे.नं.१/यशि-५४ दि.१२/५/२००३. ठाणे महानगरपालिका, यांचे कडील वांधकाम परवानगी क्र.व्हीपी नं.२००२/१२८ दि. २१/३/२००३

सामान्य शाखा (भूसंपादन) यांचे कडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि-२३२२६ दिनांक

4/4 /2003. दि. ३/५/२००३ रोजीच्या दैनिक ' कोकण सकाळ ' मधील जाहीरनामा अर्जदार यांचे दि. २७/८/२००३ रोजीचे हमीपत्र

ज्या अर्थी, मे.जी.एम.फायनान्स अँड ट्रेडींग कंपनी यांचे भागीदार रा. ठाणे ता.जि.ठाणे यांनी जिल्ह्यातील ठाणे तालुक्यातील मौजे- ढोकाळी ता. ठाणे येथील स.नं. ८९/१, ८४,८५,८७/२,

हिण जिल्हा स.न. ८५/५, ७५ मान स.न. ८५/५, ७५० यथाल स.न. ८५/५, ७५० मान स.न. ८५/५, ५०० मान स. विगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या चावत अर्ज केलेला आहे. आणि ज्या अधि दि. ३/५/२००३ रोजी अर्जदार यांनी तैनिक 'कोकण सकाळ.' या वृतपत्रात जीहिरनामा प्रसिध्द करणेत अला होता. सदर जाहिरनामा वृत्तपत्रात प्रसिध्द झाल्यापासून १५ दिवसांच मुदतीत

क्रीणतीही हरकत/तकार या कार्यालयाकडे प्राप्त झालेली नाही. चा अर्धी आतः महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करुन उक्त जिल्हाधिकारी याद्वार. ठाण में.जी.एम.फायनान्स अँड ट्रेडींग कंपनी यांचे भागीदार रा. ठाणे ता.जि.ठाणे यांना ठाणे तालुक्यातील मीजे-होंकाळी ता. ठाणे येथील या पुर्वी औद्योगिक प्रयोजनाकडे वापरात असलेल्या स.नं. ८१/१, ८४, ८५, ८७/२. ८८/५/२,८८/५/३ मधील क्षेत्र ३८६७०-०० चौ.मी. मधील ताव्यातील क्षेत्र ३६८५८-६५ चौ.मी. क्षेत्रा पैकी ्राट 'ए' चे क्षेत्र २४७४५-९९ चॉ.मी.मधील ठाणे महानगरपालिकेकडील मंजुर नकाशा प्रमाणे अनुज्ञंय क्षेत्र १६९७३-५१ व त्यामधील प्रस्तावीत प्रस्तावित वांधकामाखालील क्षेत्र १३९१४-०१ चौ.मी. रहिवास या क्षेत्रावी विगर शेतकी प्रयोजनार्थ वापर करण्या वाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत असुन, ठाण महानगर पालिकेकडील मंजुर वांधकाम नकाशाप्रमाणे खालील क्षेत्रावर वांधकाम अनुज्ञेय नाही

9. रोड ॲक्वीझीशन एरिया ३७८३-४८ चौ.मी. २) प्लॉट बी चे क्षेत्र

१६९-६२ ची.मी. ४) ना विकास भागाचे क्षेत्र 😗 📢

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३. ताव्यात नसलेले क्षेत्र २. रिझर्व्हेशन खालील क्षेत्र ४६२७-८९ चौ.मी.

शर्ती अशाः-

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

अनुज्ञाग्राही व्यक्तीने (ग़ॅटीने) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किंवा अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांस सरवासगी देण्यांत आली असे न त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिचा कोणताही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये. इमारतीच्या वापरावरुन जिमनीचा वापर ठरविण्यांत येईल.

On.

क्र.महसुल/क-१/टे.१/एनएपी/एसआर-६१/२००३

Chokalić 103 अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड 3. वाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.

अनुज्ञाग्राही व्यक्तीने (अ) जिल्ह्याधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान 8. ४. अशा रीतीने अशा जमीनीत रस्ते,गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा होईल जिल्लामा क्षेत्र कार्य सामान कर्न ती जमीन या आदेशाच्या तारखे पासुन एक वर्षाच्या भूखडाया अमार्गच कार्टकोरपणे विकसित केली पाहिने. आणि अशा रीतीने ती जमीन अति निज्य । अति निज्य जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.

अनुज्ञाग्राही व्यक्तीस असा भूंखंड विकाययाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट प्रमायाची असेल तर अशा अनुजापाठी व्यक्तीने तो भुखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीचे पालन कठनच विकणे किंवा अशा शर्तीनुसारच त्याची अन्य प्रकारे विल्हेवाट क्षावणे आणि त्यांचे निष्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

या सोबत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते श्रेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पक्षा जास्त मजल्याचे असू नये. इअ)

प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुजाग्राही व्यक्तीने (ग्रँटीने) ठाणे महानगरपालिका यांची असे बांधकाम करण्या विषयीची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर

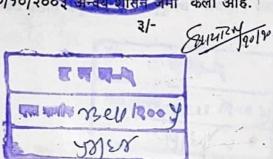
(ओपन मार्जीनल डिस्टेंसेस) मोडले पाहिजे.

या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा बिगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रदद करण्यांत आली असल्याचे समजण्यांत येईल.

90. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे बिगर शतकी प्रयोजनार्थ वापर करण्यांस ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठया मार्फत ठाणे तहसिलदारांस कळिवले पाहिजे. जर तो असे करण्यांस चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व बिगरशतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यांस असा अनुजाग्राही पात्र ठरेल.

99. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने मौजे- ढोकाळी येथील जमीानीच्या संबंधात दर चौ.मी. मागे १-४८-८ दराने बिगर शतकी आकारण विली पाहिने उक्त प्रमाणदर हा दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात राहील. प्रवास प्रवास पेच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे बिनशेनी राने बिनशेती आकार रण बंधनकारक राहिल. अशा जिमनीच्या वापरात कोणत्याही प्रकारच बंदल करण्यात आला तर त्या प्रसंगी निराळया दराने बिगर शतकी आकारणीच्या हमीची पुदत अजून सम्पन्न व्हावयाची साहे हो गोष्ट विचारांत घेण्यांत येणार नाही

१२. सदर जागेची अती तातडीची मोजणी फी रक्द्रम रू. १०,५००/ अक्षरी पाचशे मात्र) चलन क्र. ३६१/२००३ दिनांक १०/१०/२००३ अन्यर शांतन जमा केली आहे.





Onckal 6103 भूमापन विभागाकडून जमीनीची मोजणो करण्यांत आल्या नंतर अशा जमीनीचे जितके 93. व्राटक्या वर्षेत्र तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र होत्रमण्य तसेच बिगरशेतकी आकारणी यांत यदल करण्यांत येईल.

9४. सदर जमीनीच्या निगरशतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या 9४. प्रात्नावधीत अनुज्ञाग्रीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू कालापना वाधला पाइज. अन्यया जापरयक ता इमारत बाधला पाइज. अन्यया जादेश रदद समजण्यांत येईल. य अनुहााग्राही यांना अकृषिक परयानगीसाठी नव्याने अर्ज सादर

पुर्वीच मंजूर केलेल्या नकाशाबरहुकुम अगोदरच बांधलेल्या इमारतीत अनुजाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर कठन घेतले असतील तर ती गोष्ट वेगळी.

अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व सांडपांण्याचा निचरा करण्याची

90,जमीनीच्या विगरशतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व बिगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमुन्यात एक सनद कठन देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास बंधनकारक असेल.

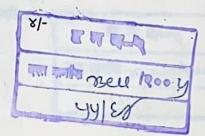
१८अ. या आदेशात आणि सनदीमध्ये नमुद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाश्राही व्यक्तीने उल्लंघन केलयास उक्त अधिनियमाच्या उपबंधान्यये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा

१८व. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुदध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आाला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची एकवाकी प्रकार

दिलेली ही परवानगी मुंबई कुळविहवाट व शत्नुमा अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सांस्ट्या त्या वेळी अमलोत असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य सबधीत बाबीच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

२०.अनुज्ञाग्राही यांनी बिगरशेतकी आकारणीच्या पाचपट रक्कम र १६७१९ (असरी शहाण्णव हजार सातशे एकोणीस मात्र) रुपांतरीत कर (कन्व्हर्शन टॅक्स) रुणून तहसिलदार ठाणे यांचे कडील चलन क्र.६९८१२६८ दि. ९/१०/२००३ अन्वये सरकार जमा केली आहे.

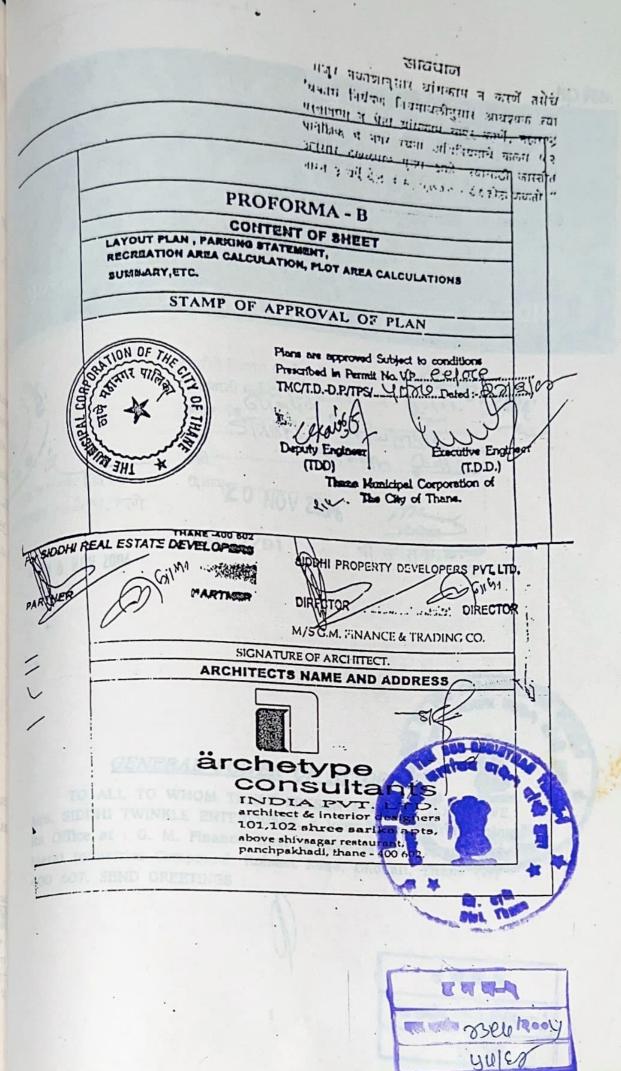
२१.अनुजाग्राही यांनी ठाणे महानगरपालिका यांचे कडील मंजूर नकाशाबरहुकुमच बांधकाम केले





THANE MUNICIPAL CORPORATION, THANE. SANCTION OF DEVELOPMENT PERMISSION / COMMENCEMENT CERTIFICATE 1842 द्वॉट ओ - इमारत क. जी -१७, एच -१८, जी -११ : इमारत क्र. आय -२०, जे -२१, आय -२२ : प्लॉट बी - इमारत क्र. एफ १ : (पार्ट तळ + ७ मजले), एफ ३ : (पार्ट तळ + एक मजला) (तळ + सात मजले) TMC/TDD YOK 18/068. में, आर्किर र्इप कन्सलटंद्स (वा. वि.) shri/Smt. भी कृष्णा सिताराम पाटील व इतर (मालक) (Architect) shri / Smt. (Owner) With reference to your application No. 89009 dated 10/2/08 For development Permission / with related to carry out development work and or to creek to washing Regional and Town 1966 to carry out development work and or to errect building No. Scctor No. 4 Ward No. होकाळी अपनी पार्क रोड - दोकाळी C.T.S. No./ H.No. / T. No. मौजे दोकाळी येथील नविन सर्व्हें नं.७९ हि.नं.९, डिरिटर है.नं. १पै, २अ, २ब, ३,४,५, ८,९ सर्वे नं.८२ हि.नं.२,३,४, ५अ, ५ब, ५क, ५ड, ६अ, ६ब, ६क, ६ड, मुद्दित करें 9, 3, 3, 8अ, 8ब + 4/9 ते 4/94 सर्वे नं.८९/९, ८४,८५, ८८/५/२, ५/३ च ६६/५ ALE Description / the commencement certificate is granted subject to the following conditions. the land vacated in consequences of the enforcement of the set back line shall form Part of the public street. the land building or purt thereof shall be occupied or allowed to be occupied or permitted to be used by any No new until occupancy permission has been granted. person minutes permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue. this parmission does not entitle you to develop the land which does not vest in you. ार्ध वि.प्र.१९/०८९/ ठा.म.पा./श.वि.वि./१९०५ दि.८/८/०३ मधील सर्व अटी आपणांवर इंधनकारक राहतील. हंधनकारक राहतील. PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION THE AP PLEASE MOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE APPLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE ASHTRA REGIONAL AND TO THE ACT, 1966 सावधान गार बांधकाम । करणें तसे **क्ष.** कार्यकारी अभिर्यता न नियम्प्यलीनुसार आयञ्चक न्या (शहर विकास विभाग) जा बांधकाम वापर करणे. मुहाराष्ट्र हा रधना अधिनियंगाचे कलम ५३ ठाणे महानगरपालिका, वार्ज. वा पूना आहे. त्यासाठी जास्तीत १३ में, ५०००/- दंह होऊ एकता "

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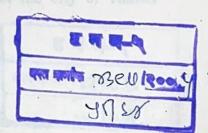
विकास स्थापत शिपिक विकास स्थापत शिपिक विकास स्थापति स्थापति । त्राणे

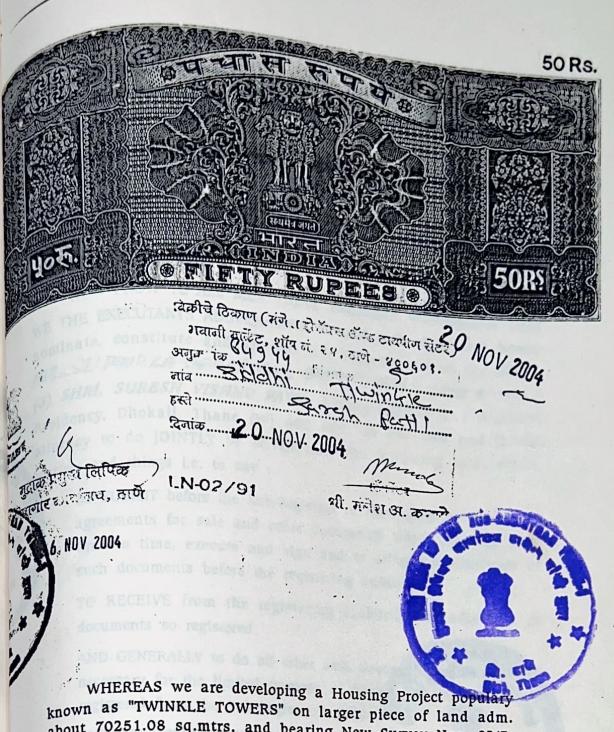
-11 6 NOV 2004

स्वाकी किवाल (कि. 12 दिला के प्राप्त कर 20 में मिले V 2004)
अवाकी अर्थेट, देवा के 311, के - 800 601.
आवाका के दिला पुर्व के उपल्टा किसी।
हस्ते उपल्टा किसी।
देवांच्य 20 NOV 2004 Manage

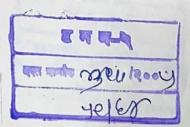
GENERAL POWER OF ATTORNEY

M/s. SIDDHI TWINKLE ENTERPRISES, a Joint Venture Firm having its Office at: G. M. Finance, Next to Teksons Ltd., Near Electrometal Industries Compound, Kolshet Road, Dhokali, Thane (W) - 400 607, SEND GREETINGS:





WHEREAS we are developing a Housing Project populary known as "TWINKLE TOWERS" on larger piece of land adm. about 70251.08 sq.mtrs. and bearing New Survey Nos. 82/3, 82/6B, 82/5B, 82/5D, 86/5/6, 86/5/9, 86/5/12, 20/2A, 86/4/B+5/1, 86/5/10, 79/2Bpt, 80/2B, 82/5A, 82/6D, 82/6E, 86/5/5, 86/5/7, 86/5/15, 79/1, 79/2A, 82/5C, 82/6A, 86/5/3, 86/5/4, 86/5/8, 86/5/13, 79/3pt, 82/2, 82/4, 86/1, 86/2, 86/4A, 86/3, 82/6C, 86/5/2, 86/5/11, 86/5/14, 80/1pt, 81/1, 87/2pt, 88/5/2+5/3, 84, 85, 87/2pt, 88/5/2+5/3P, 66/5pt of Village Dhokali, Thane, Taluka and District Thane, Registration District and Sub-District of Thane and within the limits of the Municipal Corporation of the City of Thane;



AND WHEREAS we are selling the flats/shops and premises in the agreements with such buyers:

AND WHEREAS due to our pre-

AND WHEREAS due to our pre-occupation, it is not possible for remain present before the registering authority and to admit the execution of such documents so executed by us, and, therefore, we are desirous for the purpose;

Attorney FNOW YE ALL MEN TO

NOW FNOW YE ALL MEN THESE PRESENTS WITNESSETH THAT

WE THE EXECUTANTS ABOVENAMED, do and each of us doth hereby

nominate, constitute and appoint our representatives (1) SHRI.

MR. SURESH VISHNU PATIL, having address at: Highland

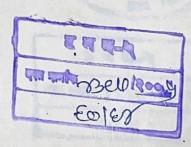
Residency, Dhokali, Thane (W) 400 607, as our true and lawful

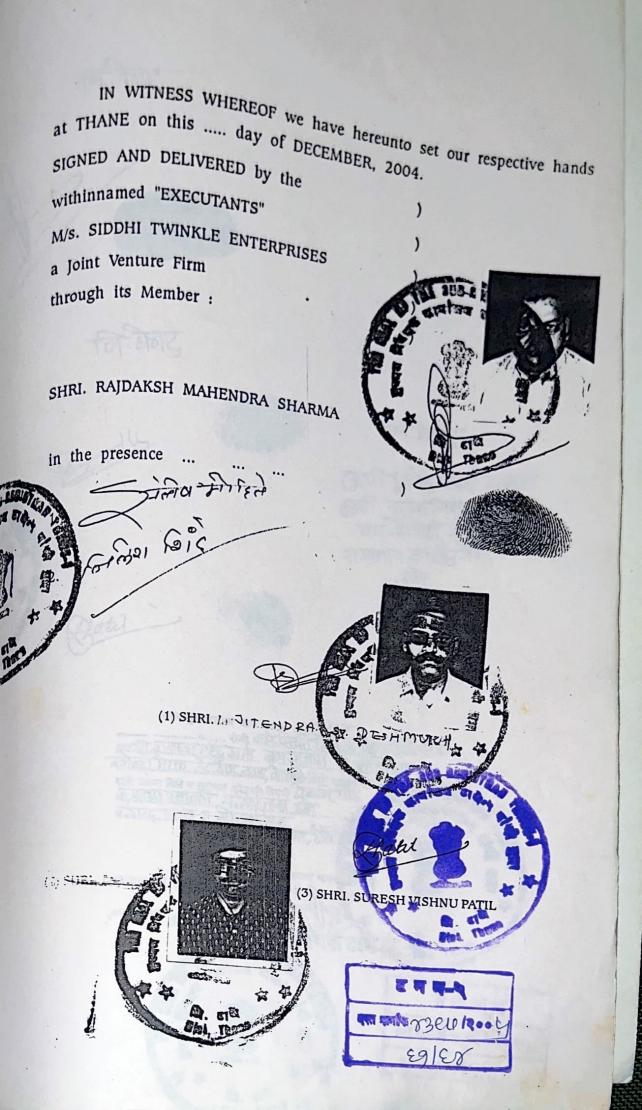
attorney to do JOINTLY or SEVERALLY the following acts, deeds,

matters and things i.e. to say:

TO SUBMIT before the Sub-Registrar of Assurances at Thane, the agreements for sale and other documents which we may, from time to time, execute and sign and to admit the execution of such documents before the registering authority.

- TO RECEIVE from the registering authority the document or documents so registered.
- 3. AND GENERALLY to do all other acts, deeds in afters and things necessary for the limited purpose of getting the documents dub registered from the Sub-Registrar's Office.
- 4. AND WE HEREBY AGREE AND UNDERTAKE to allow ratify and confirm all and whatever the Said Attorneys shall lawfully do in the premises either jointly or severally as aforesaid by virtue of these presents.





मि. देगाडु



TOTE BOIL





मि. छेगाउ

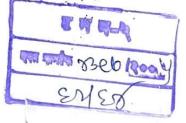
अथी. जितेष अयप देशमुख अथी. मुर्खा विष्णु पियान सम-देश से सज्ञान श.पाला : हामान्य देशी, होनाजि, होने.



्यमाणित फी थ्रेप्

द्यम निवधक ठाणे के.





AND STAND STANDS दस्त गोषवारा भाग-1 टननड दस्त क 4397/2005 23188 FF 5 PA 200 5 4397/2005 पक्षकाराचा प्रकार क्रगरत्रामा छायाचित्र September 19 Septe अंगठ्याचा उसा लिहून घेणार THE WAS A STATE OF THE STATE OF वय P7647K चे भागीदार राजदक्ष लिहून देणार कर्त एटरप्रायक्षेस चे भागीदार राजदक्ष क्रिक्ट वे के र क सही



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SIDDHI TWINKLE ENTERPRISES

"Twinkle Towers", Near Highland Residency, Dhokali-Balkum Road, Thane (W) 400 607. Tel.: 2545 72 92

To,

-Mr./Mrs.	JAYCHREE. KIRAN. PAGARE
	Phone :

AGREEMENT FOR SALE

Dated this _____ day of _____ 200

Flat No.: _____ on ___ 9 FLoo R

In Building ____ 1-20 ' 9 ' w my

in

TWINKLE TOWERS

: Legal Advisors :

SHRI. D. A. PATIL 'Suvrat', Bldg., 3rd Floor, Tembhi Naka, Thane (W) 400 601.

Tel.: 2547 25 02

SHRI. R. D. RASHINKAR 304, Shivneri Bldg., Opp. Gaodevi Maidan,

Thane (W) 400 602. Tel.: 2542 19 16