			i .
-	Custome		
	THE KAPOL CO-	·	
.,	FRANKING DE		•
*	Branch 19h	Dale: 17/7/08	
	Pay to : Acct. Stamp Duty	90589	  •
	Franking Value	Rs. 76 600/~	•
-	Service Charges	Rs.	
	TOTAL	Rs. 766001-	
	Name & Address of the Sta	mp duty paying party	
	S.R. Val.	eeha	
	Tel./Mobile No.	1	
	Desc. of the Document	m for Sole	
	DD/Cheque No.	1 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	
Q1	Drawn on Bank		
1.50	(For Bank's	Use only)	•
	ZAA 44		
	Trah(ID) A262	46 85 7NT SUB-REG	7
	Franking Sr. No.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4.75
•	Cashier 3559	A Gallicer	SAR THE
	L	he State	温艺
			_ w
		43.33	10
	· ·	**	* Jan.
		OIST, THANK	
1 :	ACDEEMENT	TO THE REAL PROPERTY.	r.
1	AGREEMENT	UK DALE	

THIS AGREEMENT made at Mira Road (E), On day of 1111 208 BETWEEN, M/S. SHREE SIDDHIVINAYAK ENTERPRISES, A Joint Venture Firm, Carrying on \$ Business of Builders & Developers having its Administrative Office A/11, Shanti Shopping Centre, Opp. Rly. Station, Mira Road 107. Hereinafter called "THE DEVELOPERS". (Which expression sign unless it be repugnant to the context or meaning thereof shall deemed to mean and include the said firm, its member or members to time and their respective legal heirs, executors, administrators and/or assigns) of the FIRST PART. to mean and include the said firm, its member or members from time

u e

A	N	
_		

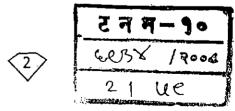
MR/MRS/M/S	Sneh	Rajeoh	Valecha
///· =		J	·
•			·

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

M/S. NEW HEAVEN PVT. LTD., Hereinafter called THE ORIGINAL OWNERS". Whose names appears On the 7/12 Extracts, 6/12 Extracts & 8-A Extracts of the Land Revenue Records (which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include the survivor of them and the heirs, executors, administrators of such survivors).

WHEREAS Original Owners as Owners have been absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of free hold lands or ground lying being and situated at Village Navghar, Bhayander (E), Tal. & Dist Thane. Bearing (a) Old Survey No. 479, New S. No. 151, Hissa No. 7, Admeasuring 2020 sq.mtrs., (b) Old Survey No. 453, New S. No. 149, Hissa No. (pt), Admeasuring 27100 sq.mtrs., (c) Old Survey Noc. 354. New S. No. 148, Hissa No. 1, Admeasuring 25859 sq.mtrs., (d) Survey No. 472, New S. No. 147, Hissa No. 11, Admeastring 9000 sq. Intrs., (e) Old Survey No. 454, New S. No. 148, Hissand. 2, Admers ring 8070 sq.mtrs., Situate at revenue village Navglat Bhayander Mira Road (E), Within the limits of Mira Bhayander Municipal Corporation, in the Area of Registration District & Sub District Office of Bladyander/ Mira/Thane, Tal. & Dist. Thane. More particularly described in the First Schedule hereunder written. (Hereinafter referred to as the Said · Properties).

WHEREAS by a Development Agreement dated 23/10/1998, and Subsequent Power of Attorney the said M/s. New Heaven Pvt Ltd., assigned its right, title & interest in the said properties in the



Cher

schedule thereunder written in favour of M/s. Dent Construction Pvt. Ltd., on the terms & conditions contained therein.

AND WHEREAS by a Development Agreement dated 16/09/2001, and Subsequent Power of Attorney the said M/s. Dent Construction Pvt Ltd., have assigned, its right, title & interest in the said properties to Mrs. Madhu H. Doshi, the right to develop FSI admeasuring 3,00,000 sq.ft., more particularly described in the said schedule there under written to construct buildings thereon on the terms & conditions contained therein.

AND WHEREAS by a Joint Venture Agreement dated 02-01-2007, and the Subsequent Power of Attorney the said Mrs. Madhu H. Doshi, have hereto agreed to jointly implement the development of the said properties with M/s. Shree Siddhivinayak Enterprises, on the terms & conditions contained therein.

AND WHEREAS out of the said properties, part portion of properties Admeasuring 1,14,027.80 sq.ft. Built-Up Area (including the area of balcony & staircase) of F.S.I. comprising of 5 buildings vide Buildings Nos. 12, 13, 14, 15 & 16 more particularly described in the second schedule hereunder written. (Hereinafter referred to as the "SAID BUILDINGS") more specifically shown on the drawing attached herewith & mentioned in the Joint Venture Agreement Dated 02-01-2007, has been introduced as Capital Contribution by Mrs. Madhu H. Doshi to M/s. Shree Siddhivinayak Enterprises represented by its members (1) Mrs. Madhu H. Doshi (3) Mr. Jayesh V. Doshi (4) Mr. Dilesh C. Shah.

AND WHEREAS the said Mrs. Madhu in Soshi, have likewise executed an irrevocable General Pewer of Attempy in favour of Mr. Jayesh V. Doshi & Mr. Dilesh C. Stab being members of M/s/ Shree Siddhivinayak Enterprises, to complete the development of the said buildings and do all required acts, deeds matters a bings relating to the said developments of the buildings & matters concerning its due & complete development.

AND WHEREAS the Developers hereby represent that the documents cited hereinabove are valid, legal, subsisting and same are in full force and effect.



31 40

Sier Jo

AND WHEREAS the Original Owner is accordingly entitled to hold the said Properties under the provision of ULC Act 1976, as evidenced by Order Under Section 20, Vide No. ULC-TP/W.S.H.S.20/ SR-1094 Dated 08-06-2000, ULC-TP/W.S.H.S. 20/SR-1101/Dated 11-08-2000, ULC-TP/W.S.H.S. 20/SR-1105 Dated 13-09-2000.

AND WHEREAS the Developers have appointed an Architect Registered with the Council of Architects.

AND WHEREAS the Developers have appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings and Developers accept the professional supervision of the Architects and Structural Engineer till the completion of the buildings.

AND WHEREAS by virtue of the Joint Venture Agreement and Irrevocable Power Of Attorney the Developers alone have the sole and exclusive right to sell the flats/shops/garages and other premises in the said buildings to be constructed thereon by the Developers on the said land and to enter into Agreement with the Purchaser/s of flats/shops/garages and other premises and to receive the sale price in respect thereof.

AND WHEREAS the Developers have obtained all the necessary permissions, sanctions, and approvals Vide (a) Corrigendum Order No. ULC/TA/ATP/W.S.H.S. 20/S.R. 1094/Dated 29798/2006 (b) Corrigendum Order No. ULC/TA/ATP/W.S.H.S. 20/SRZITDI/Da 08/2006 (c) Corrigendum Order No. YLCTTA/ATP/W.S.H.S. 1105/Dated 29/08/2006 (d) N.A. NO Free No. MNP/NB MNP/NR/1258/2006-07 Dated 21/07/2006. (g) Commencement Certificate Order No. MB/MNP/NR/3584/2006-07. dated 21/07/2006. 2005-06/Dated 26-07-2005 (e) N.A. Odd 尚No. K-1 (NAP/SR-22

herein are entitled to construct the buildings on the portion of the said properties, more particularly described in the Second Schedule hereunder written, as per the sanctioned plan and in accordance with the said order and permissions granted by the concerned authorities. The Developers have proposed to construct the Buildings

19006

in the Layout of the said properties, more particularly described in the Second Schedule hereunder written, to be known as "SOLITAIRE-III" (hereinafter referred to as the `SAID BUILDINGS').

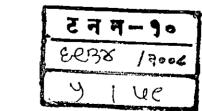
AND WHEREAS under the premises aforesaid, the Developers alone have the sole and exclusive right to sell the Flats in the buildings to be constructed by the Developers on the portion of the said properties and to enter into Agreement for Sale with the Purchasers of the flats and to receive the sale price in respect thereof.

AND WHEREAS the Purchaser/s have demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said properties, the said order under the land Ceiling Act, the Development Agreement, and the plans, designs and specifications prepared by the Developer's Architect Shri. Avinash Mhatre and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale Management & Transfer) Act 1963, (hereinafter referred to as the Ownership Flats Act) And Rules made there under.

AND WHEREAS the copies of the Certificate of Title issued by the Advocate of the Developers and the Extract of Village form 7/12 of the Revenue Records showing the nature of the title of the Original Owners and the rights of the Developers in respect of the said properties on which the buildings of Residental Control in the plans and flats/shops/garages are under construction and the plans are specifications of the premises agreed to be purchased by the Purchaser/s and approved by the concerned authority we been annexed hereto and marked Annexure 'A'.

AND WHEREAS the Developers have got the approval from the Mira Bhayander Municipal Corporation of the plan, specifications elevations, sections and details of the said buildings.

AND WHEREAS while sanctioning the said plans the said concerned local authority and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said properties and constructing the said buildings and upon due observance



and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the said concerned local authority.

AND WHEREAS the Developers have accordingly commenced construction of the said buildings in accordance with the plans, permissions and orders granted by the authorities concerned.

AND WHEREAS prior to making application as aforesaid, as required by the provisions of the Maharashtra Co. Operative Societies Act, 1980 and the land Ceiling Act, Purchaser/s has/have made a declaration to the effect firstly mat neither the Purchaser/s nor his/her/their family members of the Purchaser/s as defined under the land Ceiling Act own a tenement, house or buildings within the limits of Thane in Maharashtra State.

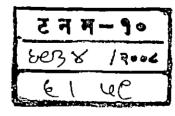
AND WHEREAS the Purchaser/s applied to the Developers for allotment to the Purchaser/s of Flat No. 303, On the Floor, Admeasuring 669.25 sq.feet, (Carpet / Built-Up) Area i.e. 61.7 sq.mts. (Carpet / Built up) Area of the said Building No. 12, known as "SOLITAIRE-III" to be constructed by the developers on the portion of the said properties, more particularly described in the third schedule hereunder written. (hereinafter referred to as the "Said Premises")

and agreement, the Developers agreed to sell to the third schedule herounter written, at the price and on the terms and conditions here after appearing.

AND WHEREAS Under Section 4 of the Owners of Flats Act of the Developers are required to execute a written Agreement for sale of the said premises to the Purchaser/s being in factothese presents and also to register the said Agreement under the Registration Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER.

 The Developers shall construct the said buildings known as "SOLITAIRE-III" on the portion of the said property, more





particularly described in the second schedule hereunder written in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such modification as the Developers may consider necessary or as may be required by the concerned local authority and/or the Government to be made in them or any of them.

2. Josephan

i)

The purchaser/s hereby agrees to purchase from the Developers and Developers hereby agree to sell to the purchaser/s Flat/Shop/Garage No. 303, On the 379. Floor, Admeasuring 669.25 sq.feet, (Carpet / Built-Up) Area i.e. 61.71 sq.mts. (Carpet / Built up) Area of the said Building No. 12, known as "SOLITAIRE-III" to be constructed by the developers on the portion of the said properties, more particularly described in the third schedule hereunder written. (hereinafter referred to as the "Said Premises").

<b>J.</b>	The purchaser shall pay to the Developers a sum of
_	Rs. S,18,779/ (Rupees Five Lakhs Explice)
7	thousand Seven Hundred Seventy Nine Only) as
	the purchase price in respect of the said premises apart from
	the other payments to be made by the Purchaser under this
	agreement to the Developers. The Purchase price shall be paid
	by the purchaser to the Developers in the following manner.
a) ·	Rs. 5,00,000/ -/- as Earnest money of or before the
	execution of this Adirecment.
b)	Rs/- On Completion of Philip Work.
c)	Rs/- On Completion of First Slab.
٠,	Dior Talkill
.) <b>d)</b>	Rs
e)	Rs
f)	Rs
g)	Rs
h)	Rs

 $\overline{7}$ 

On Completion of Seventh Slab.

	1/1	Do Colonelation of Tataland
	k)	Rs
; {		External Brick Wall.
1	1)	Rs
		External Plaster.
	m)	Rs/- On Completion of Flooring (Tiling).
(j)	n)	Rs. $\frac{25,939}{-}$ /- On Completion of Plumbing Work.
	0)	Rs. $\frac{25939}{-1}$ At the time of Possession of the
$\sim$ $\sim$	)	said premises.
	4.	The Developers shall have a first lien and charge on the said
10		premises to be acquired by the Purchaser/s in respect of any
i,		amount not paid by the Purchaser/s under the terms &
715		conditions of this Agreement.

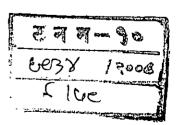
payment of each of the aforesaid Installments of the purchase price shall be the essence of the contract, in the event of the Purchaser/s making any default in payment of any of the installment of the purchase price, the Developers will be entitled to terminate this Agreement and in that event the Developers will refund to the Purchaser/s all the money page the Purchaser/s as purchase price here under without any interest after the said premises is sold to another party as the Developers may determine and after the Developers shall have received the payment from the New Purchaser/s of such mises and the Developers shall also be entitled to deduct outgoins in respect of the said premises and the loss or damages, if y, sustained by the Developers and in the events of such premises.

On Completion of Eighth Slab.

Without prejudice to the above and the Developers other rights under this Agreement and/or in law the Purchaser/s shall be liable to pay to the Developers interest at the rate of 24% per annum on all AMOUNTS DUE & UNDER this Agreement if such amounts remain unpaid for 7 days or more after becoming due.

6. Calecta

5.

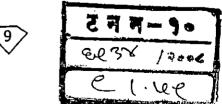


- 7. The Developers agree to give possession of the said premises to the Purchaser/s on or before the 15th day of Aug 2008 subject to the availability of cement, steel, water for construction or other building materials and subject to strike, civil commotion or any act of nature, God such as Earthquake, flood or any other natural calamities and attack of enemy or other cause beyond the control of the Developers, if however the Developers are not able to give possession of the said premises, to the Purchaser/s owing to unavoidable circumstances, the Purchaser/s shall not be entitled to any damage whatsoever, he/she/they shall be entitled to receive back the money paid by him/her/them to the Developers towards the price of the said premises without interest thereon.
- 8. Any addition and alteration in the said premises, and/or in respect of the specifications and amenities by the Purchaser/s, if agreed by the Developers, shall be carried out at the risk and extra cost of the Purchaser/s which shall be paid in advance to the Developers.
- 9. Nothing contained in this Agreement shall be construed so as to confer the Purchaser/s any rights, title or interest of any kind whatsoever into or over the said properties or building or any part thereof of the said premises, such conferment shall take place only on execution of conferment shall take place only on execution of confermed by Purchaser's of different premises in the said building.

The Purchaser/s shall have no claim or right have and except in respect of the premises agreed to be putchased by him/ker/them. All open spaces, lobbies lifts, terrace etc. with main the properties of the Developers until the whole ballding is transferred to the Co-operative Society as hereinafter mentioned but subject to the right of the developers as hereinafter stated for any extra F.S.I. sanctioned permitted or got from competent authorities.

11. IT IS EXPRESSLY AGREED that the Developers shall be entitled to sell the premises in the said building for the purpose of using the same as guest house, dispensaries, Nursing Homes,

· .



10

Siel Poleclar

Maternity Homes for residential or for commercial user and/or any use as may be permitted by the local authority in that behalf and the Purchaser/s or his/her/their assignee shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective Purchaser/s thereof.

- 12. The Purchaser/s have informed the Developers that he/she/
  they desires to use the said premises for residential purpose
  and/or any other purpose or use as may be permitted by the
  Developers and the local authority from time to time, however,
  the Purchaser/s shall not change the use of the premises without
  written permission of the Developers.
  - IT IS EXPRESSLY AGREED that the terrace on the said building and the open space shall always belong to the Developers and they shall be entitled to deal with and dispose off the same in such manner as they may deem fit & proper, in the event of the Developers obtaining permission from the local authority for constructing any type of premises on the terrace or the open spaces then Developers shall be entitled to dispose off such premises constructed by them on the terrace with or without the terrace to such person and on such terms as the Developers may deem fit, the Developers shall be entitled & in that event to allow the entire terrace to be used by the Purchaser/s of such premises constructed on the terrace and the terrace shall then be in exclusive possession of the Purchaser/s of such premises constructed on the terrace society that may be formed by the Runchaser/s of premise the said building shall admit the hurchaser/s that may be constructed on the thing ce or on the as its member and shall allot to such Purchaser's the premise that may have been constructed on the terrace alongwith terrace. In the event of any water storage tank for the dilding being constructed on the terrace then the society shall be entitled to depute its representative to go to the terrace for the regular check up and upkeep and for repairing the tank at all reasonable times and/or during the presence of Purchaser/s of the premises on the terrace and the society members.

13.

S.al Caledai

701 WC

The Developers have informed the Purchaser/s that there will be common access roads, passages, electric and telephone cables, water lines, drainage lines and other common amenities in properties described in the Third Schedule hereinunder written, the Developers have further informed that all the charges of the aforesaid amenities will be common and the Purchaser/s along with other Purchaser/s in the building shall share such charges in respect thereof as also maintenance charges proportionately. None of the Purchaser/s shall be entitled to object to the Developers laying such pipeline, underground electric and Telephone Cable, Water Lines, Drainage Line etc. passing through any of the properties belonging to the Developers. The Developers also reserve the right of forming common federation or an Apex Co-operative Housing society or a committee which may be allowed under the law for the time being in force of all the societies for maintaining aforesaid common facilities, such as underground electric and Telephone Cables, Water lines, internal roads, and all other common amenities in the scheme passing through any of the properties belonging to the Developers including properties described in the Third Schedule hereunder written.

14.

15.

The Developers shall have a right until the execution of the proposed society to make additions or alteration or put up additional structures and the properties of the Developers and the Developers will be entitled to dispose of the Developers and the Developers will be entitled to dispose of the Developers and the Developers will be entitled to dispose of the same in such manner as they deem fit and the Purchaser/s shall have no objection against the same if any additional FSII. The available to the Developers before the execution of the conveyance in favour of the proposed society. The Developers shall be entitled to utilize the same and also to sell and dispose off the premises that may be constructed by utilizing such additional F.S.I. irrespective of the fact that the premises and/or the management of the said building has been handed over to or taken over by such Co-operative society or adhoc committee or any other body of such Purchaser/s.

16. IT IS EXPRESSLY AGREED and provided that so long as i



90

does not any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises agreed to be purchased by the Purchaser/s, the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their title or interest in the said plot of land more particularly described in the Second Schedule hereunder written and/or in building to be constructed by the Developers or any part thereof in accordance with the provisions of law for the time being in force.

- 17. IT IS HEREBY EXPRESSLY AGREED between the parties hereto that the Developers shall be entitled to borrow construction loan from any person or party including financial institutions and for that purpose to mortgage the said land and /or the entire construction work put up thereon or any part thereof and such mortgage created by the Developers for obtaining construction loan shall have a priority over the right or charge in fayour of the Purchaser/s for the payments made by the Purchaser/s hereunder.
  - As soon as the building is notified by the Developers as complete such Purchaser/s of the premises (including the Purchaser/s herein) shall pay the respective arrears of the back payable by them within 7 days of such notice server individually of put in any prominent place in the said bailding. If the Purchaser s fails to pay the arrears inspite of the notice service as aforesult the Developers will be entitled wherminate Agreement with the Purchaser/s and to refund to such purchaser/s all the installments of purchase price paid by stich Burghaser then, but without interest thereon and attended there from the outgoing and dues in respect of the premises agreed to be purchased by him/her/them from the date of completion of the building until the Developers shall have disposed off such premise. The money becoming refundable to the Purchaser shall become payable when the Developers shall have sold and/or disposed off and received the entire consideration price of the premises in respect of which the agreement shall have been rescind under this clause.

See Palechai

18.

17.

12>

278-90 5037 /2006 921 (C)

- 19. The Developers shall in respect of any amount remaining unpaid by the Purchaser/s under the terms & conditions of this Agreement, have a first lien and charges over the said premises agreed to be purchased by the Purchaser/s.
- 20. The Developers shall execute or cause the owners to execute in favour of the Apex Body of the co-operative societies to be formed by the purchasers of the premises in the said project a conveyance in respect of the properties mentioned in the second schedule hereunder written.
- 21. The Purchaser/s shall maintain at his/her/their own costs the aid premises agreed to be purchased by him/her/them in the same good condition, stage and order in which it is delivered to him/her/them, and shall abide by all orders, bye-laws, rules & regulations of the Government and any other authorities and local authority and shall attend to answer and be responsible for all actions and violations of any of the conditions or orders or rules or bye laws and shall observe and perform all terms & conditions contained in this Agreement.
- 22. The Purchaser/s hereby agrees to pay all the amounts payable under the terms of this Agreement as and when they become due and payable, time in this respect being the seence of the contract, further the Developers are not bound to give notice regarding such payment and the failure thereof shall not be pleaded as an excuse for non payment of the amounts of the respective due dates.

The purchaser/s hereby covenants with the Developers to pay amounts required to be paid by the Purchaser/s unter this Agreement and to observe and percentage and to keep the Developers indemnified against the said payment and observance and performance of the said covenants and conditions.

24. The Purchaser/s hereby agrees and undertake that the Purchaser/s shall become a member of the Co-operative Society in the manner hereinafter appearing and also from time to

Sie Paleela

ERBY

रना मा -- ९७

/ Rood

other papers and documents necessary for the incorporation and the registration of such society including the bye-laws of the proposed society. No objection shall be raised to the draft bye-laws as may be required by the registrar of Co-operative Societies or other competent authority. The Purchaser/s shall be bound from time to time to sign, all papers and documents and to do all other things as may be required from time to time for safe guarding the interest of the building and other Purchaser/s of flats in the said building, failure to comply with the provisions of this clause will render this Agreement to come to an end.

25. The Purchaser/s hereby agrees that in the event of any amount becoming payable by way of premium to the concerned local authorities or to the State Government or any amount becoming payable by way of betterment charges or development charges or any other payment of a similar nature in respect of the said land described in the Second Schedule hereunder written and/ or the structure or structures to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developers in the proportion in which the area of the said by the said by as the case may be. Determination of such proportionate where by the Developers shall be final.

26.

Sol aleda

a) The Purchaser/s hereby further agrees about himself/herself/themselves to pay from the date of the delivery of the said premises his/her/their proportionate share that may be determine by the Developers from time to be outgoings in respect of the properties including the insurance, all taxes, water charges, common lights, lift charges, sweepers charges, watchmen and security service, sanitation, additions and alterations, painting, colour washing etc. and all other expenses incidental to the management of the properties as such payment shall be made by Purchaser/s on or before 5th day of each and every calendar month in advance whether demand thereof is made or not.

14)

(ess / norri.)

b) The Purchaser/s shall pay his/her/their proportionate share of the aforesaid taxes, charges and outgoings to the Developers until the adhoc committee constituted by the Purchasers of the Flat/Shop/Garages in the said building has been formed and the management of the said building and the common amenities has been handed over to such adhoc committee or the Cooperative society by the Developers.

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

of Rs. 2350 — /-(Rupees // Only in again to the cost of the Flat agreed to be acquired as stated above, being his/her/their proportionate share in the general expenses such as entrance fees of the society, share money, leges for againg cables, the charges for electric and water meters to be paid to the local authority, expenses for formation of the society and the professional costs of the lawyers of the Developers of this Agreement and all other miscellaneous expenses to incurred by the Developers. This amount is non refundable.

The Purchaser/s shall prior to taking the possession of the premises, pay to the Developers a sum of Rs. 20250 - (Rupees Twenty Thousand Two Hundred T

Sid Poleelo28.

 $\overline{15}$ 

eest 17003 | 84 | Ue society of the Purchaser/s under the terms of this Agreement. This amount is not accountable.

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

The Purchaser/s shall permit the Developers and their surveyors and agents with or without workman and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the building and for laying, checking and repairing cables, water lines, gutters, wires, structure and other conveniences be used for the said building and else for the purpose of laying down, maintenance, repairing and testing drainage, as an welding and Electric Wire and for similar purposes and all other outgoings.

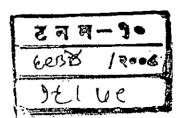
The Purchaser/s shall not at any time demolish the said premises or cause to be done any additions or alterations whatsoever of any nature in or to the said premises or any part thereof. The Purchaser/s shall keep the premises, walls, partition wall, sewers, drains, pipes and appurtenances thereto in good and tenantable

Sod obeda

31.

30.





repair condition and in particulars the said building other than his/ her/their premises, the Purchaser/s shall not close or cause to be closed the veranda or lounges or balconies or make or cause to be made any alterations in the elevations and outside colour actions or scheme of the premises to be acquired by him/her/them.

- 32. After the possession of the premises is handed over to the Purchaser/s if any additions or alteration and /or about to relating to the said building are required to be carried out by the Government, Local Authorities, Municipality or any other statutory authority, the same shall be carried out by the Purchaser/s of premises in the said building at his/her/their own costs or manner liable or responsible for the same.
- 33. The Purchaser shall insure and keep insured the said premises against loss or damage by fire or any other calamities for the full value thereof.
- The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupies of the other premises in the said building.

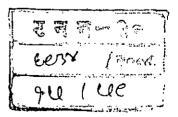
After the building is complete and ready and fit for occupation and after the society as aforesaid is registered and only after all the premises in the said building have been sold or disposed off by the Developers and the Developers have received all dues payable to them under the terms of this Agreement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

In the event of the society being formed and registered before the sale and disposal by the Developers of all the premises in the said building the power and authority of the society so formed or of the Purchaser/s herein and other Purchaser/s of the premises shall be subject to the over all power of the Developers in any of the matters concerning the building, the

36.

35.





construction and completion thereof and all amenities pertaining to the same and in particular, the Developers shall have absolute authority and control as regards the unsold premises and the disposal thereof irrespective premises have formed a Cooperative Society, adhoc committee or any other body.

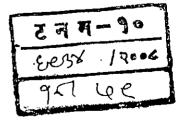
The Purchaser/s hereby represent that they have taken the inspection of the layout plan of the said property as well as the Sanction Plan of he buildings including the commencement certificate and all other permissions sanctions granted by the Authorities Concern. The Purchaser/s hereby place on record that the said permissions including the Sanction Plan and Layout Plan are to the satisfaction of the Purchaser/s. The Purchaser/ s also place on record that the Developers have absolute right and/or authority to construct the Club House on the said properties and shall also be entitled to sell, transfer and/or alienate the said Club House to the person or persons of their choice and to collect the sale proceeds from such purchaser/ s and also to appropriate the same for themselves. Similarly, the Developers shall also be entitled to let out the said Club House to any other person/persons either on lease and/or Leave and Lincese basis. The Purchaser/s also hereby agree, confirm and place on record that under norshare passances he/ she/they shall claim any right, title and interest in lespect of the said Club House. Similarly the Purchaser/s also hereby agree, confirm and place on record that he they shall not insist or compel the Developers wither to control the said ub House in favour of the Co-ope type Housing Society of gach buildings to be constructed in the said by out or so con said Club House to the Apex Body of the Chapethire Housing. Society. The Purchaser/s further place on record that the purchase price paid by him / her / them in respect of the flat agree to be purchase by him / her / them from the Developers shall not include the cost of the said Club House to be constructed by the Developers in the said lay out. The Purchaser/ s also place on record that he/she/they are aware of the fact that the said Club House is not a part and parcel of the amenities agree to be provided by theDevelopers to the

A STATE OF THE STA

37.

Siet odielo





Purchaser/s of the flats in the buildings to be constructed by the Developers in the lay out of the said properties.

. The Purchaser/s agrees with the Developers that the Cooperatives Society that may be formed by the Purchaser/s of the Flat/ Garage in the said building, if possible, shall become the members of the intended Apex Co-operative Society or the federation if not possible to be formed under the law for the time being in force each of the society in the said scheme shall nominate two persons to represent such society and a committee shall formed, such committee which is formed by the representatives of each of the societies in the scheme shall be in charge of the maintenance of internal access roads, common recreation space and all other common amenities in the scheme and such Co-operative Society, federation shall collect the expenses in maintaining and reconstructing the internal access road and open recreation space and all the common amenities as needed from time to time. The Purchaser/s hereby consents to such Co-operative Society or federation committee to be formed by the Purchaser/s of the Flat/s / Garages in the said building and to become member of such co-operative society. or federation committee and to not from the to time such amounts that may be payable to such body, the Burchaser/s further agrees & undertake to contribute his/her/ their proportionate share as may be fixed seach Co-Operative Society, federation or committee from the to time. 3

Any delay or indulgence by the Developers in entering the terms of this Agreement or any forbearance of this Agreement or any forbearance of the purchaser/s for any reason whatsever shall not be construed as a waiver on the part of the Developers of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developers.

The letters, receipts and/or notices issued by the Developers dispatched Under Certificate of posting, to the address known to them of the Purchaser/s or pasted on the conspicuous part of the said building will be sufficient proof of receipt of the

alela

39.

38.

ERSY /2006

same by the Purchaser/s and shall completely & effectively discharge the Developers.

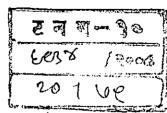
41. If the Purchaser/s neglects, omits or fails to pay for any reason whatsoever to the Developers any part of the amount due and payable to the Developers under the terms and conditions of this Agreement or otherwise (whether before or after the delivery of the possession ) within the time herein specified or if the Purchaser/s shall in any other way fail to perform or observe any of the covenants and stipulations herein contained or referred to, the Developers shall be entitled to re-enter upon and resume possession of the said premises and this Agreement shall cease and stand terminated. The Purchaser/ s herein agrees that on the developers re-entry on the said premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment ( of the Purchaser/s ) as a trespasser. The Developers shall in that event refund the moneys without interest paid as purchase price by the Purchaser only after disposing off the premises to any other party. The Developers shall be entitled to deduct from the purchase price becoming refundable to the purchaser under this clause the loss of damage suffered Developers and/or other purchasers of premises the Purchaser committing breach of any conditions herein.

42. The name of the society shall be determined by the Develope's and the Purchaser/s shall not be entitled to change such pame in future at any time.

43.

It is agreed by & between the parties that till the date of getting water supply from the Mira Bhayander Municipal Corporation, the Flat Purchaser/s in the proposed building on his/her/their own shall make alternative arrangement for water supply and to which the Developers shall not be held responsible in any manner whatsoever.

44. It is hereby expressly agreed by and between the parties hereto that the Developers shall be entitled to recover before the





possession of the premises hereby agreed to be sold or given to the Purchaser/s all the amounts of deposits paid by the Developers to the various authorities which are non refundable on account of the said building.

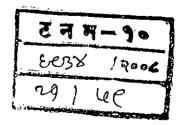
The lump sum cost of Purchase of this flat as agreed to be purchased by the purchaser does not include sales tax, service tax and any other Government tax, levies and same if determined to be payable on this transaction at any later date by concerned authorities the same shall become payable by the purchaser along with other purchaser on demand at any time. Similarly any additional statutory levies imposed by Government which may affect this deal shall also be fully recovered by the Developers from the purchaser. The Purchaser/s also have agreed to give an Affidavit to the Developers stating therein at any stage if service tax is applicable, the same shall be paid by the Purchaser/s to the Developers within a period of 7 days on receipt of such intimation.

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

After the possession of the said premises is harded over to the Purchaser/s if any additions or alterations of pratious to the said building are thereafter to be carried out by the Purchaser/s in co-operative with the Purchaser of the other flats in the said building at his ket their own costs and the Developers shall not be in any manner be liable or responsible for the same.

All costs, charges and expenses in connection with the formation of the co-operative Society or Limited Company or consortium as well as the costs, charges and expenses of preparing, engrossing, stamping and registering all the Agreements, documents, deed or any other writing required to be executed by the Developers or the Purchaser/s as well as the entire professional costs of the Advocate for Developers in preparing and approving all such documents shall be borne by the society or limited company or consortium proportionately by all acquires

21>



of flats in the said building. The Developers shall not contribute anything towards such acts, charges & expenses. The proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by the Purchaser/s to the Developers immediately on demand.

- 49. The Purchaser hereby agree and place on record that the Promoter shall be entitled to form either Federation of the buildings to be constructed by them or to form a Apex Coop. Hsg. Society of all the buildings.
- 50. The Purchaser/s hereby agrees that he/she/they shall not avail the T.V. Cables from any Cable Operator other than the cable operator approved by the Developers and further agrees and undertakes that he/she/they shall not entertain any other T.V. Cable Operator in the said building.
- of the Society of the flat purchasers in the said buildings, he/she/they shall not take any objection to sell the unsold flats in the said buildings by the Developers to the intending purchasers thereof and similarly, till the Developers sell the said unsold flats to the intending purchasers, neither the flat purchasers nor the Society of the flat purchasers in the said building shall demand maintenance that the Developers in respect of the said unsold flats and building.

It is hereby agreed by an long ween the parties per to that in case the Purchaser/s intend to have accidental amenities to the said Flat then in that event the Purchaser/s shall elecute a separate Agreement with the Developers in respect of the said additional amenities to be provided by the Developers to the Purchaser/s and for the same the little shall pay to the Developers extra amount for the amenities to be provided by the developers to the Purchaser/s in the said Flat, it is further agreed by and between the Parties hereto that the said Agreement for additional amenities to be executed by & between the parties hereto shall be treated as part and parcel of these presents for all purpose.

Sur aleelar

29 90 90 Page 221 4e.

### LIST OF AMENITIES

Walls

: Stone / brick / concrete / blocks /

precast RCC panels.

Plaster

Inside and Outside

Painting

White Wash...

Flooring

Marble Mosaic tiles in grey cement

flooring in all rooms.

Skirting and dado

White glazed tile dado of 4' height in Bathroom and minimum 1'-6" height in

W.C.

Doors

Teak wood, non-teak seasoned and treated timber plain plank battened shutters with iron oxidized fixtures and fastenings, locking arrangements, wooden stoppers with oil painting and/ or mild steel angle iron frame and

above type of shutters.

Windows & Ventilators:

Teak wood, non-teak seasoned and treated timber plain plank battened shutters with iron oxidized fixtures and fastenings, locking arrangements, wooden stopped with plainting and/ or mild steel angle iron tame and above type of shutters or dated.

Cooking Platform in Kitchen : Gueappa Ston with built in sink)

Water supply

Brass Bibcock.

Wash Basin

To be provided

W.C. Pan

As per Municipal requirements with foot

rest. DIST. THAN

R.C.C. Lofts

To be provided without any extra

charge

Electrification

Fan points in addition to the minimum

No. of light points and plug points with wiring on wooden battons and an

independent Energy meter.

Short John John

EBY 18006 281 Lee

 $\overline{26}$ 

- onder the Indian Registration Act, and as also the Maharashtra Cwnership Flat Act, 1963, and the Maharashtra Ownership flat rules 1964, within 3 months from the date of execution hereof failing which attracts heavy penalty. The Purchaser/s shall at his/her/their own cost lodge this Agreement within 3 months from the date hereof for Registration with Sub- Registrar of Bhayander / Thane, and forthwith inform the Developers, the serial number and date under which the same is lodged to enable them to admit the execution of the same. The Purchaser/s shall pay Stamp Duty and Registration Fee and other incidental expenses for registration of this Agreement.
- 54. All notice to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered post A.D. at his/her/their address specified below:-

Nr. Ajit Nagar S.v. Road, Malad (W), Mymbai - 64.

The Original Owner do and each of them doth hereby confirm that the Development Agreement executed by them in favour of the Developers are valid and substituted Attorney is executed by their Constituted Attorney is oken of Confirmation.

The Purchaser/s is/are aware that at present there is no drainage system in respect of buildings which are under construction and in espect of buildings which are likely to be constructed.

The Purchaser/s members of the Society herein agree, admit and undertake to indemnify the Developers against all the outstanding amounts of the defaulter Units Purchaser/s even if the Society is formed by the Purchaser/s with Non-co-operation of the Developers.

58. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of

23

274-90 6038 12006 NS) (OR

56.

Sigh Colochast.

the Promotion of construction, Sale, Management and Transfer) Act 1963 and the Maharashtra Ownership flats (Regulation of the promotion of the construction etc.) Rules 1964 or any modification orders and notifications issued by the competent authority under the ownership flats Act and for the time being in force or any other provisions of law applicable thereto.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET & SUBSCRIBED THEIR RESPECTIVE HANDS AT MIRA ROAD THE DAY & YEAR FIRST HEREIN ABOVE WRITTEN.

### FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece & parcel of land bearing (a) Old Survey No. 479, New S. No. 151, Hissa No. 7, Admeasuring 2020 sq.mtrs., (b) Old Survey No. 453, New S. No. 149, Hissa No. (pt), Admeasuring 27100 sq.mtrs., (c) Old Survey No. 454, New S. No. 148, Hissa No. 1, Admeasuring 25850 sq/mtrs., (d) Old Survey No. 472, New S. No. 147 Hissa No. 1, Admeasuring 9000 sq.mtrs., (e) Old Survey No. 454, New S. No. 148 Hissa No. 2, Admeasuring 8070 sq.mtrs., situate at revenue Village Navghar (Bhayander) (Big Road 15), within the limits of Mira Bhayander Municipal Comoration, In the Area of Registration District & Sub-District Office of Bhayander/Mira/Thank, Mika Road (E), Tal. & Dist. Thane.

FSI admeasuring 114027.80 square, situated on property described in the first schedule hereinbefore written bite at Village Navghar, Tal. & Dist. Thane and in the registration district & sub-district of Thane.

## : THIRD SCHEDULE ABOVE REFERRED TO :

obeloi A Flat/Shop/Garage No. 303 , Admeasuring 66425 Sq.ft. (Carpet/Built-Up) area, i.e. CI-7 sq.mtrs. (Carpet / Builtup) Floor, of the Building No. \_\_ Area on the known as "SOLITAIRE-III" to be constructed on the property described in the second schedule hereinbefore written.

हन्य-/ <del>K</del>ood とんりと

N. 37	
and the second s	
2	
Course Service and the man	r diseli
SIGNED, SEALED AND DELIVERED	}
By the withinnamed "DEVELOPERS"	}
M/S. SHREE SIDDHIVINAYAK ENTERPRISE	5} For M/s.Shree Sidohivinayak enterprises
Through its Authorised Signatory	} I have
MR. Dilesh C. Shah.	Authorised Signatory
In the presence of :	}
X X	``
all	,
	$\mathcal{L}$
graine Advista via annua	( )
SIGNED, SEALED AND DELIVERED	} } Challage
By the withinnamed PURCHASER/S	3 Col
MRT MRS. /M/s. Sneh Rajeoh	}
Valecha	}
In the presence of :	}
	1
(20)	3
	,
en e	
RECEIPT	AND PAGE OF THE PA
The state of the s	WINT SUB-REC
RECEIVED of and from withinname	ed Purchaserys the sum of 's
The state of the s	ed Purchaserys the sum of 's
RECEIVED of and from withinname	2 Kg/K/A OOLY \$7%
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupees 1-1/4)  Only) By cash Cheque Bearing No	Color Design Color State Color
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupees 1-1/4  Only) By cash Cheque Bearing No. 2907 Drawn on Samala	Control of the sum of
RECEIVED of and from withinname Rs. 5,00,000 - /- (Rupeesive Only) By cash Cheque Bearing No	Of Purchaser She sum of She sum of She sum of part / stull payment
RECEIVED of and from withinname  Rs. 5.00.000 - /- (Rupeesive  Only) By cash Cheque Bearing No	O3 April Bated  Satal ar Sull payment  The sull payment
RECEIVED of and from withinname  Rs. 5.00.000 - /- (Rupeesive  Only) By cash Cheque Bearing No	Of Purchaser She sum of She sum of She sum of part / stull payment
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupeesive  Only) By cash Cheque Bearing No	O3 April Bated  Satal ar Sull payment  The sull payment
RECEIVED of and from withinname  Rs. S,00,000 - /- (Rupees Five  Only) By cash Cheque Bearing No	Destruction of the series of t
RECEIVED of and from withinname  Rs. S,00,000 - /- (Rupees Five  Only) By cash Cheque Bearing No	O3 40#/  O4 50#/  O3 40#/  O4 50#/  O4 50#/  O5
RECEIVED of and from withinname  Rs. \( \sim \sim \text{NO,000} - /- \) (Rupees \( \frac{f-ive}{h-ive} \)  Only) By 'cash \( \text{Cheque Bearing No.} \)  \( \frac{2 \left \left \frac{1}{2} \text{ Drawn on } \( \frac{Smala}{malad} \) (\( \omega \)) as and by wa paid by Purchaser/s to us.  \( \text{WITNESS:} \)  For M/s. SHREE S	Destruction of the series of t
RECEIVED of and from withinname  Rs. S,00,000 - /- (Rupees Five  Only) By cash Cheque Bearing No	Destruction of the series of t
RECEIVED of and from withinname Rs. \( \frac{5}{00000} - \frac{7}{0000} - \frac{7}{00000} - \frac{7}{00000} - \frac{7}{00000} - \frac{7}{000000} - \frac{7}{0000000} - \frac{7}{000000000} - \frac{7}{00000000000000000000000000000000000	Destruction of the series of t
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupees 1-ive  Only) By cash Cheque Bearing No	A Purchaser's the sum of some of the sum of
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupees 1-ive  Only) By cash Cheque Bearing No	A Purchaser's the sum of some of the sum of
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupees 1-ive  Only) By cash Cheque Bearing No	Authorised Signatory
RECEIVED of and from withinname  Rs. 5,00,000 - /- (Rupees 1-ive  Only) By cash Cheque Bearing No	A Purchaser's the sum of some of the sum of

### AGREEMENT FOR ADDITIONAL AMENITIES

THIS AGREEMENT made and entered into at Mira, on this day of July , 2000 BELWER M/s. SHREE SIDDHIVINAYAK ENTERPRISES, a Joint Menture Firm Paving Administrative Office at A/11, Shariti Shopping Centre Oppi Railway Station, Mira Road (East), Thank Q 401 10 bugh its one of the Co- Venturers hereinafter called as "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof he deemed to include the said firm, its partner of partners time to time and their respective heirs, executors, administrators and assigns) of the FIRST PART AND Mrs. Sneh Rayeon Valecha

hereinafter called "THE PURCHASER" (which expression shall unless it he repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the

SECOND PART.

ERBY

200 (60)

\ **२०•**4

र न म

WHEREAS by an Agreement, dated 15th day of 104 2066 the Purchaser has agreed to purchase from the Developers and the Developer agreed to sell to the Purchaser a Flat No. 303 in Building No. 12 admeasuring GGY-25 sq.feet (Carpet/Built-up) on the 374 floor of the Building known as SOLITAIRE-III constructed in the layout of land bearing Old Survey No. 479., New Survey No. 151, Hissa No. 7 Old Survey No. 453, New Survey No. 149, Hissa No. (Part), old Survey No, 454, New Survey No. 148, Hissa No. 1, Old Survey No. 454, New Survey No. 148, Hissa No. 2, situate lying and being at Revenue Village Navghar, Bhayandar, Taluka and District Thane, in the Registration District and Sub-district of Thane and within the limits of the Mira Bhayandar Municipal Corporation, (hereinafter referred to as the "Said Premises")

AND WHEREAS the specification for construction of the buildings and the Flat are as per the List annexed to the said Agreement.

1945 . S# :

AND WHEREAS the Purchaser desires that the Developers provide them additional amenities in respect of the said premises other than those to be provided under the said Agreement for Sale of Flat and which Amenities the Developers have agreed to provide on the terms and conditions hereinafter appearing sua

NOW THIS AGREEMENT WITNESSETH AND IS IS HE BY AND BETWEEN THE PARTIES HERETO BES follow

1. The Purchaser desires the Developers to provide additional amenities in respect of the said premises other than those be provided under the said Agreement

A list of the amenities to be provided is hereto annexed.

The Developers have agreed to provide to the Purchaser the said additional amenities detailed in the List annexed hereto; for a lumpsum payment of Rs. 13.60721I husteen Lakins Sixty thousand Seven Hyndred one Only), which the Purchaser has agreed to pay to the Developers in the following manner:-

6,80,36)/- (Rupees Six xakh)

रन मा भ ERSY ୍ଦି ୦ ୦ ୧୪

Sal Jacia

Only) shall be paid by the Purchaser/s to the Developers herein on execution of these presents (the Developers doth hereby admit and acknowledge to have received the said sum by Signing the receipt clause hereunder written).

b) Rs. 3,40,180 (Rupees Three Lakes fosty Thousand One Hundred eight, Only)

being the balance amount shall paid by the Purchaser/s to the developers within 3 months

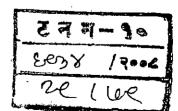
from the date of execution of these presents.

c) Rs. 3,40,180 (Rupees Three Laths Forty Thousand One Hundred Eight Only)
being the balance amount shall be paid by the Purchaser/
s to the developers within \_\_\_\_\_ months from the date
of execution of these presents.

The Developers are not bound to give notice requesting the Purchaser to make such payment and failure thereof shall not be treated as an excuse for non-payment of balance amount on its due dates. If the Purchaser complete the payment of any of the amount on its due dates, the Developers shall be at liberty to terminate this Agreement, in which even the payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments made by the Purchaser to the Developers shall be payments.

It is expressly agreed and declared that this agreement will be interdependent upon the Agreement piece the said premises to the Purchaser that if the said Agreement shall stand-terminated, the amounts paid hereunder shall stand forfeited and in the event of termination of this Agreement for default by the Purchaser in payment of any of the amount hereunder, the said Agreement for Sale of premises to the Purchaser shall also stand terminated by the Developers. It is also agreed that the Purchaser shall not be entitled to cancel and/or terminate this agreement without terminating the said Agreement for Sale of the said premises as the said Agreement

See Coloredo



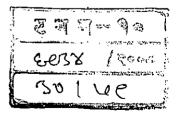
for sale of the said premises and this Agreement are interdependent and co-extensive and if the Purchaser choose to put an end to this Agreement, the amount paid thereunder shall stand forfeited in the manner provided in the said Agreement for Sale on termination thereof.

- 5. This Agreement shall be treated as part an partial of an Agreement, dated  $\frac{10\sqrt{108}}{1000}$  executed by and between the parties hereto in respect of the said premises.
- 6. WITHOUT prejudice to the other rights of the Developers under this Agreement and/or in law, the Purchaser shall be liable to pay interest at the rate of 21% per annum on all amounts remaining unpaid for more than eight days after becoming due.

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

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands at Mira Rose Bornes av, month and year first hereinabove written.





	en en la companya de la companya de La companya de la co
	SIGNED, SEALED AND DELIVERED }
	By the withinnamed "DEVELOPERS" }
-	M/S. SHREE SIDDHIVINAYAK ENTERPRISES '} FOR M/S. SHREE SIDDHIVINAYAK ENTERPRISES
·	Through its Authorised Signatory }
	MR. Dieth C.Shah. Authorised Signatory
	In the presence of:
	in the presence of .
• ,	
	Carly ,
	SIGNED, SEALED AND DELIVERED }
	By the withinnamed PURCHASER/S }
	SIGNED, SEALED AND DELIVERED }  By the withinnamed PURCHASER/S }  MR/ MRS. IM/s. Soeh Rajesh }  Valecha }
•	Valecha }
	In the presence of:
	in the presence of .
	COL SUNT SUB-RES
	THE PROPERTY STONE SOLD
	RECEI TE TE
4-	RECEIVED of and from withinnamed Purchasen's the sure of
	Rs. 079500/-/- (Rupees Sight, Lakhe Seylonty
	Nine Thousand fine friends only -
	Only) By cash/ Cheque Bearing No. 0397 Dated
<b>.</b>	141108 Drawn on <u>Samato sahalkari Banle</u>
	Atd, Malad (w) as and by way of part / full payment
	paid by Purchaser/s to us.  Rs, $879500$
	Rs, <u>0,77300 / 7</u> /-
	WITNESS: I/WE SAY RECEIVED
	For M/s. SHREE SIDDHIVINAYAK ENTERPRISES
	· X
•	
•	2. Authorised Signatory
	CP-10 F. S.
6	(5) (el3) /3006
	39140

4

**.** .

#### LIST OF AMENITIES

Building

R.C.C. Frame structure with earth quake resistance design and pile foundation.

**FLOORING** 

Designer vitrified tiles of 2x2 make in the Living Room, Bedroom, Passage and Kitchen. And for Bathroom & WC will be of ceramic tiles

#### FRAMES ;

Kitchen-

Granite kitchen platform with stainless steel sink & full height designer tiles in the kitchen with parallel platform for serving.

Bathroom & WC

- a) Full height designer ceramic tiles in bathroom, WC & toilet.
- b) Loft tanks shall be provided above the bathroom, toilet & kitchen.
- c) Geyser shall be provided.

WINDOWS

- a) Anodised aluminium sliding windows with marble/granite sill. The windows in the bathroom & WC will have louvers.
  - b) Aluminium mosquito net shall be provided in the living room & bedroom.

DOORS

- a) The main door will be thing thick flush door with designer definites on both sides with stainings steel hinges and good quality night fatch.
  - b) The bedroom doors will with one side diffinate with mortise los
  - c) Bathroom & WE will have bakelite door with anodised aluminium section.

PLUMBING

Concealed plumbing with good quality fitting of "Jaguar" Maker Tuah

**ELECTRIFICATION:** a) Concealed copper wiring with adequate points with modular switches. TV & Telephone points shall be provided in all the rooms.

> b) Intercom facility from the watchman cabin to all the flats will be provided for security purpose.

> c) Fans & Tube lights in all the rooms shall be provided.

**PAINTING** 

a) Exterior Paints: External painting will be one coat of cement paint & two coats of acrylic paints.

b) Internal Paints: Oil bound distemper paint in all the rooms shall be provided.

ERBY **| २००**4 321 40

Safety grills of MS shall be provided in all the rooms. Staircase railing shall be of MS make.

#### **PAVING &** LANDSCAPING

Checkered tiles shall be provided all around the building. Landscaped garden with playing equipments for the children shall be provided.

FIRE FIGHTING

Fire fighting equipment shall be provided for the entire complex for the safety of the residents.

DRAINAGE SYSTEM:

Sewage treatment plant with underground drainage system shall be provided.

RAIN WATER HARVESTING

Rain water harvesting system shall be provided.

**GENERATOR SET** 

In case of power failure generator set shall be installed for regular functioning of lift & staircase lights.

INFRASTRUCTURE: a) All the D.P. Roads & Internal roads of the layout known as "Poonam Gardens" shall be developed with tar finished road.

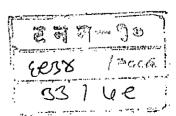
> b) All the internal storm water drains of the complex shall be developed.

> c) Street light on all the roads shall be provided.

Scot Polatelas







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

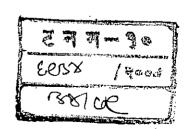
202, Jagruti Apartment, B.P. Road, Bhayandar (E), Thane - 401 105. Tel.: 2819 1739

Ref. No.:

#### TO WHOMSDEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have investigated the title to the land bearing Old Survey No.472, New Survey No.147, Hissa No.1, admeasuring 9000 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters, and Old Survey No.479, New Survey No.151, Hissa Nc.7, admeasuring 2020 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, and in the Registration District and Sub-District of Thane, owned by M/s. New Haven Pyt. Ltd. and have to state as hereunder, WISUB-REG.

1. On perusal of Revenue Records, Tryappear that one M/s. New Haven Pvt. Ltd. are the owner wor the find bearing Old Survey No.472, New Survey No.147, Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.454(Part), New Survey No.148 Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters and Old Survey No.479, New Survey No.151, Hissa No.7, admeasuring 2020 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, and in the Registration District and Sub-District of Thane.



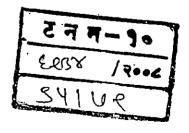
and the second second

2. By an Agreement dated 23rd October, 1998, the said M/s. New Haven Pvt. Ltd. agreed to sell the said properties to M/s. Dent Construction Pvt. Ltd. at the price and on the terms and conditions stipulated therein.

و المناسوطين المارات

to received a

- 3. In pursuance to the said Agreement dated 23rd October, 1998, the said M/s. New Haven Pvt. Ltd. had also executed an Irrevocable General Power of Attorney in favour of the Directors of M/s. Dent Construction Pvt. Ltd., conferring upon them several powers, inter-alia, power to sell the said properties to the person or persons of their choice.
- Dent Construction Pvt. Ltd., in its turn, agreed to grant F.S.I. admeasuring 3,00,000 sq. feet, in respect of the said properties to Smt. Madhu H. Doshi, at the price and on the terms and conditions stipulated therein. In pursuance to the said Agreement dated 16th September, 2001 SUB-RECONSTRUCTION Pvt. Ltd. had also executed Price Attorney in favour of Smt. Madhu H. Doshi, conferring upon the several powers, inter alia, power to assign the bit of the said F.S.I. admeasuring 3,00,000 price feet the person or persons of his choice.
- 5. On 2nd January, 2007, the said Mrs. Madhu Harshad Doshi had entered into a Joint Venture Agreement with 1) Shri



# D. G. Naik B.Com., EL.M. ADVOCATE, HIGH COURT

made district

Typed of the section of the section

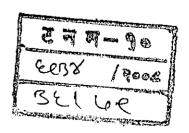
202, Jagruti Apartment, B.P. Road, Bhayandar (E), Thane - 401 105. Tel.: 2819 1739

### Ref. No.:

Harshad P. Doshi, 2) Shri Dilesh C. Shah, 3) Shri Jayesh V. Doshi to develop five buildings viz. Building No. 8 to 12, which are being denoted by Letter F-2, E-2, G-4, E-8 and F-6, totally admeasuring 1,14,027.80 sq. feet of F.S.I. in the name and style of M/s. Shree Siddivinayak Enterprises.

Anuary, 2007, the said Mrs. Madhu H. Doshi had granted development rights in respect of Building No. 8 to 12, which are being numbered as Building Type No. F-2, E-2, G-4, E-8 and F-6, totally admeasuring 1,14,027.80 sq. feet of F.S.I. to be constructed in the layout of the said properties to M/s. Shree Siddivinayak Enterprises at the price and on the terms and conditions stipulated therein. In pursuance to the said Supplemental Agreement of Joint Venture and 2nd January, 2007, the said Mrs. Madhu Harsham Board and Executed a General Power of Attorney date 2nd January, 2007, in favour of 1) Shri Harshad P. Doshi, Wishri Di C. Shah 3) Shri Jayesh V. Doshi, being the Co-conturers of the said School Shries Siddivinayak Enterprises, confirming upon them Board to the said buildings.

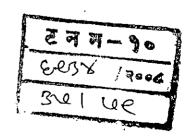
7. The Addl. Collector and Competent Authority, Thane, has granted permission to develop the said properties by three separate Orders viz. Order No.ULC/TA/ATP/WSHS-20/SR-1105,



dated 29th August, 2006, Order No.ULC/TA/ATP/WSHS-20/SR-1094, dated 29th August, 2006 and Order No.ULC/TA/ATP/WSHS-20/SR-1101, dated 29th August, 2006.

8. The Mira Bhayandar Municipal Corporation has also sanctioned the Plan of the buildings to be constructed on land bearing Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.1, admeasuring 25850 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No.2, admeasuring 8070 sq. meters, Old Survey No.479, New Survey No.151, Hissa No.7, admeasuring 2020 sq. meters and Old Survey No.472(Part), New Survey No.147, Hissa No.1, admeasuring 9000 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane vide its Letter No.MNP/NR/289/2005-06, dated 26th July, 2005.

9. The Collector of Thane has also manifed N. permission in respect of the land bearing old Survey No. 493 (Part), New Survey No. 149, Hissa No. 1, admeasuring 0 sq. Ameters, Old Survey No. 454 (Part), New Survey No. 148, Hissa No. 2, admeasuring 8070 sq. meters, Old Survey No. 479, New Survey No. 151, Hissa No. 7, admeasuring 2020 sq. meters and Old Survey No. 472, New Survey No. 147, Hissa No. 1, admeasuring 9000 sq. meters, situate, lying and being at



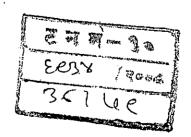
202, Jagruti Apartment, B.P. Road, Bhayandar (E), Thane - 401 105. Tel.: 2819 1739

Ref. No.:

Village Navghar, Bhayandar, Taluka and District Thane, vide an Order No.Revenue/K-1/T-1/NAP/SR-224/2002, dated 18/7/2006.

10. The Mira Bhayandar Municipal Corporation has also granted Commencement Certificate upto Plinth Level in respect of several buildings inter-alia Building No. E2 and F2 to be constructed in the layout of the land comprising Old Survey No.453(Part), New Survey No.149, Hissa No.1, Old Survey No.454(Part), New Survey No.148, Hissa No.1, Old Survey No.454(Part), New Survey No.148, Hissa No.2, 01d Survey No.479, New Survey No.151, Hissa No.7, and Old Survey No. 472(Part), New Survey No.147, Hissa No.1, admeasuring 9000 sq. at Village Navghar, lying and being meters, situatė, Bhayandar, Taluka and District Thane, vide a Letter No. MNP/NR/1258/2006-07, dated 21/7/2006.

11. The Mira Bhayandar Municipal Corporation has also granted Commencement Certificate upto dighth Line in respect of several buildings inter-alia Building No. And, F-6 and G-4 to be constructed in the layout of the land comprising Old Survey No.453(Part), New Survey No.49, Hissa No.1, Old Survey No.454(Part), New Survey No.148, Hissa No.2, Old Survey No.454(Part), New Survey No.148, Hissa No.2, Old Survey No.479, New Survey No.151, Hissa No.7, and Old Survey No.479, New Survey No.147, Hissa No.1, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, vide a Letter No. MNP/NR/3584/2006-07, dated 1/2/2007.

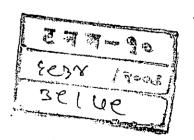


12. I have also perused the Search Report dated 11th May. 2005, taken by Advocate Shri R. R. Jollani from 1976 to 2004 in the Office of Sub-Registrar, Thane in respect of the said properties. I have also perused the Search Report dated 30th April, 2005, taken by one Shri Sanjay 9. Shinde from 1976 to 2001 in the Office of Sub-Registrar, Thane. On perusal of the said Search Reports, it appears that during the period from 1976 to 2004, there are no registered transactions pertaining to the said properties. However, on perusal of Revenue Records, it appears that the said properties are the self acquired properties of M/s. New Haven Pvt. Ltd.

MONEY OF THE PARTY OF THE

Brenner Buch Cours Buch

13. On the whole from the Search Report dated 11th May, 2005, taken by Advocate Shri R. R. Jollani from 1976 to 2004 in the Office of Sub-Registrar, Thane in respect of the said properties and also the Search Report dated 30th April, 2005, taken by one Shri Sanjay S. Shinde from 1976 to 2001 in the documents produced before me as well as on the basis information provided to me, I hereby detate and New Sunvey title to the land bearing Old Sulvey No.4 No.147, Hissa No.1, admeasuring 9000 sq. meters, Old Survey No.454(Part), New Survey No.148, Hissa No. 1, admessuring 25850 sq. meters, Old Survey No.454(Part), New Survey 48. Hissa No.2, admeasuring 8070 eq. meters, Old Survey No.453(Part), New Survey No.149, Hissa No.1, admeasuring 27100 sq. meters and Old Survey No.479, New Survey No.151, Hissa No.7,



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

202, Jagruti Apartment, B.P. Road, Bhayandar (E), Thane - 401 105. Tel.: 2819 1739

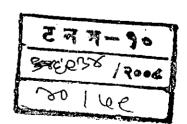
Ref. No.:

admeasuring 2020 sq. meters, situate, lying and being at Village Navghar, Bhayandar, Taluka and District Thane, and in the Registration District and Sub-District of Thane, owned by M/s. New Haven Pvt. Ltd. is clear, marketable and free from I further state and certify that the said all encumbrances. Mrs. Madhu Harshad Doshi, Shri Harshad P. Doshi, Shri Dilesh C. Shah and Shri Jayesh V. Doshi, are entitled to develop said Building No. 8 to 12, which are being denoted by Letter F-2, E-2, G-4, E-8 and F-6, in the layout of the said properties in the name and style of M/s. Shree Siddivinayak Enterprises as per the permissions and sanctions granted by the Authorities entitled to sell the flats and other concerned and also premises in the said building to the intending purchasers thereof.

Dated: 23rd day of June, 2007.



472(5)



## गाव नमुना सात (अधिकार अभिलेख पत्रक)

गांव - नियध्य

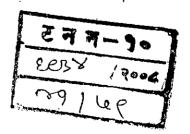
(पहाराष्ट्र जमीन अधिकार अभिलेख आणि नींदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यांतील नियम ३,५,६ आणि ७)

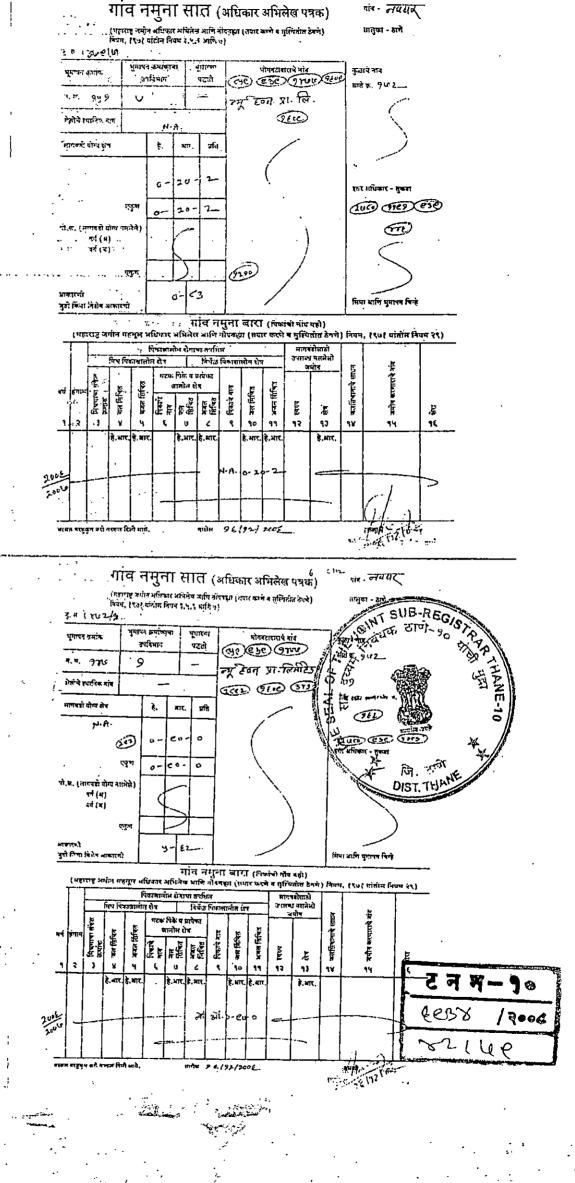
तालुका - ठाणे

5 r 6.301 n		· · · ·	·			•
भूमापन क्रमांक		क्रमाकाच विभाग		धारणा गढती	भोगवटादाराचे नांव (५९) १२४०) (७०१) (१३४६)	कुळाचे नाव
न.स. १४८	9	*			उट १२५० (००२) १९३४६) नम् हेबन प्रा. लिमीटेर्ड	खाते क्र. १ <i>७</i> 2
शेतीचे स्थानिक नांव		74· A	, <b>l</b> ,_	,	wez Geve	
लागवडी योग्य क्षेत्र'		je.	आर.	्र प्रति	(Fig. 1)	
g i se e se se e se e se e se e se e se	1		lo 9: -	0	. (	P este spojeck d, P
t de deservición de la companya de l	иц — 1919 1 — 3 — 4 1 — 3 — 1919	,2 i				इतर अधिकार - तुकडा (932) (28) (2000)
· · · · · · · · · · · · · · · · · · ·	एकुण 	2-	6.9	0		9,20
ते.ख. (लायवडी योग्यः वर्ग (अ) वर्ग (ब्र)	नसल्ल ) ू : :					
	एकुण		-		2000	
जकारणी नुडा किंवा विशेष आक	· .		94-3	Ý	9290	सिमा आणि भुमापन चिन्हे

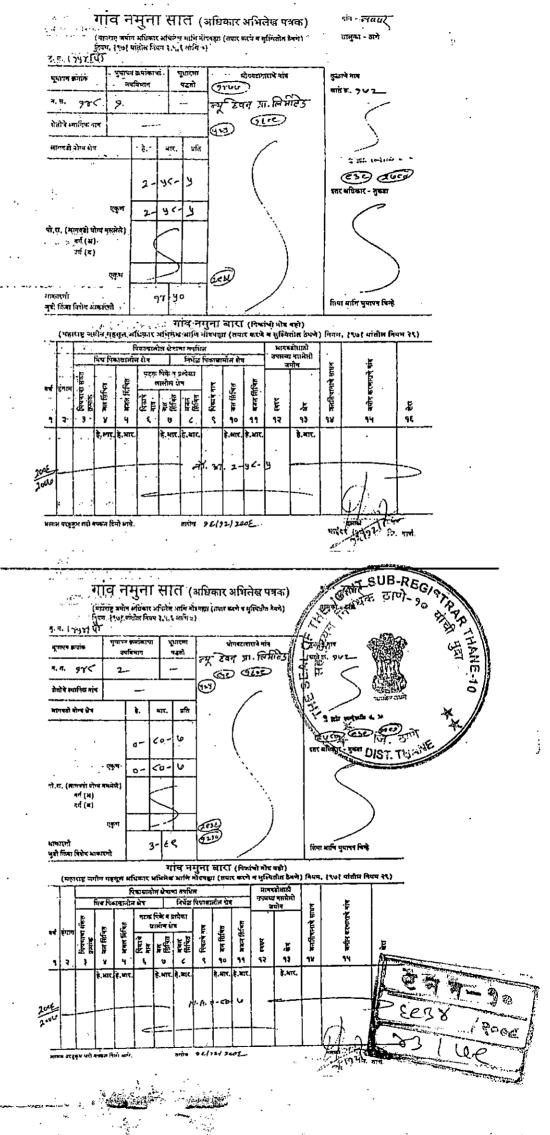
गांव नमुना बारा (पिकांची नोंद वही)

	(महा	राष्ट्र जम	तेन महर	सुल अधि	धेकार अ	रभिलेख	आणि र	नोंदवह्य	ा (सया	र करणे	व सुस्थित	तीत ठेवणे)	Jan 19	1897E	न्यूल निय	उम २९)	
(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार कर पिकाखालील क्षेत्राचा तपशिल											लागवडीसाठी उपलब्ध नसम्बद्ध						
			मेश्र पिव	ाखालील	क्षेत्र		निर्भेळ	पिकाखा	लोल क्षेत्र		उपलब्ध জ	नस्यत्वर	٠.	il.			
·e	i :	। संकेत	ાંત	मित		पिके व प्र ालील से		गव	भेत	नित	· si	AL 0,	जलर्सिचानाचे साधन		<sup>द्भा</sup>	ANE-1	
ंदर्ष	हंगाम	मिश्रणाचा इत्मांक	जल सिचित	अजल सिचित	पिकाचे नाव	जल सिंचित	अजल सिचित	पिकाचे नाव	जल सिंचित	अजल सिचित	, स्वस्	THE SI	1	100 miles		95	
٩	२	" <b>३</b>	R	<u>ا</u> ا	દ્દ	Ø	36	8	90	99	92	150	9 <del>/8</del>	क्षि जावी	NE /		
			हे.आर.	हे.आर.	'	हे.आर.	हे.आर.		हे.आर.	हे.आर.		हे.आर.ैं	No.	DIST. TON	N. T. Carlot		
۲.							-	M· A·	2-4	9-0	_						
فأقدا								 						Vil	- Λ_		
 अस	सत वर्	कुम खरी	नवकल वि	<u>।</u> देली आसे.		<u> </u>	तारोख	981	7212	 -ev E	<u> </u>	<u></u>	with the same of t	THE THE CO	जिस स्वर् भी रि	वर्ष त. डाणे.	





1. 1.



#### वाचलं

१) में न्यु होयन प्रा.लि. चे कुळमुखत्वारधातक श्री हर्पदमाई दोपी साशांतीनगर,शांतींवधार. जीमरासोड:ता.जि. ठाणे दिनांक. १९/१२/२००२ संजीचा अर्ज.

त्यांगलवार ठाण यांचा चांकशी अध्याल क्ष.जमीनवाव/२/वशी-१८०/०३ दिनांक २२/१/२००३ अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश

- 9) ऋ युग्लसी/टीपी/ डब्ल्यूएसएचएस-२०/एसआर-११०५ दि. १३/९/२००० २)क्र.युएलर्सा/ र्टापी/डब्युएसएचएस-२०/एसआर-११०१ दि.११/८/२००० ३) क्र युएलसी/ डब्ल्युएसएचएप-२०/एसआर-१०९४ दि.८/६/२००० ४) लगत पत्र क्र.युएलसी/टिए/एटीपी/ कलम-२०/एसआर-१५०१ दि.८/६/२००० ४
- ४) शासनाचं नगर्विकास विभागाकडील क्र. मुदत १०/२००६/७३८/नाजकथा-२ दिनीक १४/७/०६
- ५) प्रांत अधिकारी, ठाणे यांचे कडील विनशंती आदेश क्र एनएपी/५९ दि.२५/५/१९६० -- े
- ६) क्ल्भगार आयुक्त, मुंवई यांचे कडील क्र काआ/नाहप्र/ प्र क्र ३४/२००५/कार्यासन-२२ ्टि:३१/५/०६



मिरा भाईदर महानगरपालिका यांचे कडील वांधकाम परवानगी क्र.मिभा/मनपा/<u>नर</u> /९२५/४८७० ३००२-०३ दिनांक ३१/८/२००२ २) क्र मिभा/मनपा/नर/९८९/२००५-०६ दि.२६/७/२००५ अन्नान्य शाखा ( भूसंपादन ) यांचे कडील पत्र क्र. सामान्य/का-४/टे-३/भूसं/कावि-६३७४९डि. ३०/१/२००३

हि २२/५/२००३ राजिंच्या दैनिक ' कोकण सकाळ ' मधील जाहीरनामा उन्हें के वाच हि, 'अस्ते २००६ ' संभीय देवीपत्र

आदंश :-

ज्या अर्थी, में न्यु हेवन प्रा.िंग. यांचे कुळमुखत्यारधारक श्री हर्षद पी दोषी रा. मिरा रोंड् ता.जि.डोणे यांनी ठाण जिल्ह्यातील ठाणे तालुक्यातील मोज-नवुद्धर येथील स.नं.१४२/१, १४८/१,२१४४/१,२,१५९/७(जुना स.नं.४७२/१,४५४/१,२,४५६८,१५४४/१) मालकीच्या जर्मानीतील क्षेत्र ७३३४०-०० ची.मी. पंकी मिर्ग महिद्दरभिंहानगरेपोलिकुक मजुर गांधकाम नकाशाप्रमाणे ७२०४०-०० ची.मी एवडया जागेची सहितान व वाणिज्य या क्रियु भारतिहाँ प्रयोजनार्थ गांपर करण्याची परवानगी मिळण्या वायत अर्ज क्रियोज आहे.

आणि ज्या अर्थि दि.२२/१/२००३ रांजी अर्जदार मांची देनिक वित्तिकण सकाळ ती प्रतिप्रतात जाहिरात दिलेली होती त्याचर मुदर्तात कोणती है है स्वर्णन सकाळ ती सालेली नहीं

त्या अर्थी आता महाराष्ट्र जमीन महमुल अधिनियम १९६६-चं कुलम ४४ अन्वेम जिल्लाधिकारीठाणं चांच्याकडं निहित करण्यांत आलेल्या अधिकारांठाडा विप्रक्र तेन उक्न जिल्लाधिकारी याद्वारं में न्यु हेवन प्रा.लि. रा. मिरा रोड ता.जि. ठाण याना तीलुका ठाणं चंधील मीज-नवदर यंथील स.नं.१४७/१,१४८/१,२,१४९/१,३,१५१/७ (जुना स.नं.४७२/१, ४५४/९. २.४५३/६.२, ४७९/७) मधील ७३३४०-०० चां.मी. पंकी मिरा भाईंदर महानगरपालिके कडील मंजुर वांधकाम नकाशा प्रमाणं क्षेत्र ७२०४०-००चां मी पंकी ४९२६९-२० चां.मी. रहिवान व ५८३०-७८ चां.मी. वाणिज्य या विगर शेतकी प्रयोजनार्थ वापर करण्या वावत पुढील शनींवर अनुज्ञा (परमीशन) दंण्यांत यंत्र अपृत मिरा भाईंदर महानगरपालिके कडील मंजुर वांधकाम अनुज्ञेय नाही.

५) ही पी रोड खालील क्षेत्र

७२१६-५० चो.मी.

२) आर जी

९७२३-५२ चां मी

### त्या भर्ता अशाः-

र्हा परवानमी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
 अनुज्ञात्राही व्यक्तीने ( ग्रॅटीने ) अशा जमीनीचा वापर व त्यावरील इमारतीच्या आणि किल अन्य यांधकामाचा उपयोग उन्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यांत परवानमी देण्यांत क्रा

₹/...

12002

28/16

ें आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किया लिया क्षेणलाही भाग किया अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाण विद्याकपून तथा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करता कामा नये.

अशि परवानमी देणा-या प्राधिका याकहून अशा भूखंडावी किया त्यांचे जे कोणतेश उपपृष्टिः करण्या वावत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करना कामा नये.

अनुझायारी व्यवसीने (अ) जिल्हाधिकारी व संवधित नगरपातिका प्राधिकरण यांचे यमाधान होईल अशा रीतीन अशा जर्मानीत रखे, गटारे वगेरे वांचून आणि (व) भूमापन विभागा कडून अशा पृखडांची पांजणी व स्थाच सीमांकन करून ती जमीन या आदेशाच्या तारखं पागुन एक वर्याच्या आंत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकितत केली पाहिजे. आणि अशा विकित ती जमीन विकित केली पाहिजे आणि अशा अतिन ती जमीन विकित केली आर्थ अर्थन त्या जमीनीची कोणत्यारी रीतीने विल्लंबाट अवस्था कामानीची

अनुज्ञाग्राफ्री व्यक्तीस असा भूंखंड विकायधाचा असेल किंदा त्यांनी इतर प्रकारे विल्हेवाट लाखवर्धा असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशात आणि सनदीमध्ये नमूद केलेल्या असींचे पालन करुनचं विकणं किंवा अशा शर्तीनुसारच त्यांची अन्य प्रकारे विल्हेबाट खाराणं आणि त्यांचे निप्पादित केलेल्या विलेखात तसा खास उल्लेख करणे हे त्यांचे कर्तव्य असेल.

या सोवृत जोडलेल्या स्थळ आराखडयात आणि किंवा इमारतीच्या नकाशात निर्दिप्ट केल्या प्रमाणे इतस्या जोते क्षेत्राचर यांधकाम करण्या विषयी ही परवानभी देण्यांत आलेली आहे. एउट भूखंडातील नुकाशानु दर्शविल्या प्रमाणेच उर्वरित क्षेत्र विना वांधकाम मोकळे मोडले पण्डिले

६ ४) - प्रदेशांतन वासकाम र नकाशान दशीवनान्य मानव्या पंका आग्न एक्नवार्ध असू भव

प्रानावित इमारत किंवा कांणतिई। काम (असल्यास) त्यांच्या द्वानका कुन्यात करणणानुः।
 अनुसामार्था च्यानीने (ग्रॅटीने) गिरा भाईदर महानगरप्रतिक स्वित्र वधनकारक असले किंवा

अनुशामार्थ। व्यवनीनं सायत जोडलेल्या नकाशात दश्रीबर्ल्याः प्रमाप्ये स्थातिक मास्कर्द्धः । (अपिन भार्जीनल डिस्टेसिस ) मोडले पाहिजे.

(ऑयन मार्जीनल डिस्टेंग्स ) मोडल पाहिजे. र्र्स क्रिक्स क्रिक्स

अनुज्ञायाहाँ व्यक्तीनं अशा जमीनीचे विगर शेतकी प्रयोजनार्य वापर करण्यांत ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्यांने अशा जमीनीच्या वापरात वदल केला असेल तर तो दिनांक त्यांने एक महिन्याच्या आंत तलाठ्या मार्फत ठाणे तहसिलदारांस फळविले पाहिज. जर तो असे करण्यांय चुकेल तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापनानीन चदल व विगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवारी करण्यांस असा अनुज्ञायाही पात्र ठरेल.

अशा जर्मानीचा ज्या प्रयोजनार्य वापर करण्यास परवानगी दिली असेल त्या प्रयोजनार्य वापर करण्यास प्रारंभ करण्याच्या दिनांकापासून सदर अनुज्ञाप्राहीने त्या जिमनीच्या संवंधात दर चा.मी. मार्ग १-१८-८ रुपये दराने विगर शेतकी आकारणी दिली पाहिजे. उक्त प्रमाणदर हा दिनांक ३५/७/२००६ या हमी कालावधी पर्यंत अंमलात राहील. किंवा परवानगीच्या नार उप पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे विनदोती दराने विनशेती आकार उप वंधनकारक राहिल. अशा जिमनीच्या वापरात कोणत्याही प्रकारचा वदल करण्यांत आला नर त्या प्रसंगी निराळया दराने विगर शंतकी आकारणीच्या हमीची मुदत अजून समास्त हारकारों आहे ही गोष्ट विचारांत येण्यांत येणार नाही.

आहं ही गोंग्ट विचारांत वेण्यांत येणार नाही.

अतं सदर जागंची अती तातडींची मोजणी की रक्कम रु.९०००/-(अक्षरी रु. नुड्हेजीर मात्र) चलप है. ३९५/२००६ दिनांक १८/७/२००६ अन्ययं शासन जमा कंली आहं कि. ३९५/२००६ दिनांक १८/७/२००६ अन्ययं शासन जमा

The second second



۷.

१८अ.

- 93. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्या नंतर अशा जमीनीचे जितके क्षेत्रप्तज आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणि सनदीमध्ये नमूद केलेले क्षेत्र तसंच विगरशेतकी आकारणी यांत वदल करण्यांत येईल:
  - पुर सदर अमीनीच्या विगरशेतकी वापरास प्रारंभ कल्याच्या दिनांका पासून एक वर्षांच्या कालावधीत अनुङाग्रीने अशा जमीनीवर आवश्यक ती इमारत वांचली पाहिजे. अन्यथा सदरहू आदेश रदद समजण्यात रोईल. व अनुज्ञाग्राही यांना अकृपिक परवानगीताठी नव्याने अर्ज सादर करावा लागन
  - 94. पूर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच वांधलल्या इमारतीत अनुज्ञाग्राहीने कांणतीही भर वालता कामा नये किंवा ती मध्ये कोंणताही फेरवदल करता कामा नये. मात्र अशी भर धालण्यासाठी किंवा फेरवदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशी भरीचे किंवा फेरवदलाचे नकाशे मंजूर करुन घेतले असतील तर ती गोप्ट वेगळी.
  - १६. अनुज्ञाप्राही व्यक्तीने आजुवाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठयाची व सांडपाण्याचा निवरा करण्याची व्यवस्था केली पाहिले

जमीनीच्या विगरशंतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात वदल व विगरशंतकी आकारणी) नियम १९६९ यातील अनुभूची पाच मध्ये विलेल्या नमुन्यात एक सनद कठन देऊन तीत या आदेशातील सर्व शर्ती समाविष्ट करणे त्यास वंधनकारक असेल.

या आदेशात आणि समदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तील उक्तांचन केलयाम उक्त अधिनियमाच्या उपवंधान्यये अमा अनुज्ञाग्राही ज्या कोणत्याही शर्मतीय वार्च रेंग्ल हो श्री श्री सेंग्लिय वार्च ने यह उना हाण्याच्या जिल्ह्यांच्छा याम मा निर्दे र विदे वार्च वार्च केलिया भरत्यानंतर उक्त जमीन किंचा भूखंड अर्जदाराच्या ताव्यात राहू दण्याचा अधिकार असेल.

- वरील खंड अ) मध्ये काहींही अंतर्भूत असले तरीही या परवानगीच्या तरतूरीविरुद्ध जाऊन कांणतीही इमारत किंवा वांधकाम उभे करण्यांत आले असले किंवा तरतूरी विरुद्ध या इमारतीच्या किंवा वांधकामाचा वापर करण्यांत आला असेल किंवा तरतूरी विरुद्ध या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विपयी किंको करिवरिक करिवरिक करिवरिक कार्याच्या जिल्हाधिका-याने निर्देश रेणे विधी संगत असले क्रमच ठाण्याच्या जिल्हाधिका-याने निर्देश रेणे विधी संगत असले क्रमच ठाण्याच्या जिल्हाधिका पाला अशी इमारत किंवा थांधकाम काढून टाकण्याचे किंको शिक्ष करवदकी किंवाचे कहम क्रमच घंण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुजाप्राही ब्युविधिक क्रम जनाति महसुलाची येक्सचिका स्वणून वसुल करून घंण्याचा अधिकार असेल.
- 9९ दिलेली ही परवानगी मुंबई कुळबिहबाट व शंतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंत्रीयत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या केंडी अंमलाह्न असलेका इतर कोणत्याही कायद्याचे कोणतेही उपवंध प्रकरणाच्या अन्य सिद्धीति स्वार्थिक स्वार्थिक लागू होतील. त्या उपवंधाच्या अधिन असले.
- २० अनुज्ञाप्राही यांनी विगरशेतकी आकारणीच्या पाचपट रक्कम रु ३,९६,५५५/- (अक्षरी रु तिन लाख शहाण्णव छजार पाचशे पंचावन्न मान्न ) रुपांतरीत कर (कन्व्हर्शन टॅक्स) तहसिलदार ठाणे यांचे कडील पावती क्र ५९९५०६१ दि.१८/७/२००६ अन्वये सरकार जमा केली आहे
- २१. अनुज्ञाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच वायदाम केले पाहिजे.
- २२. अनुज़ाप्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील वांधकाम नकाशा व्यतिरिक्त जाटा वांधकाम केल्यास अगर वांधकामा मध्ये वदल करुन जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुजागाही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वयं फांजदारी स्वरुपाचा गुन्हा दाखल करण्यांस प्राप्त रक्तालि क असे खादा श्रुांधकाम दूर करण्यांस पात्र

ERRY

/ **२००**८

रार्हाल कार्ये.

14.

₹₹.

याः प्रकरणातः पिण्याच्या पाण्याची साय करण्याची जवावदारी अनुज्ञाग्नाही यांचेवर वंधनकारक राहील आणि पिण्याच्या पाण्याची साय झाली आहे किंवा कसे या वावत खात्री झाल्याशियाय भिरा भाईंदर महानगरपालकेने संबंधित विकासकास इमारत वापर परवाना देऊ नये.

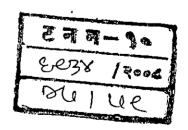
अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश की १) क्र युएलसी/टीए/डव्स्पूप्सएचएस-२०/एसआर-११०५ दि. १३/९/२००२ २) क्र. युएलसी/टीए/डव्स्पूप्सएचएस-२०/एसआर-१९०५ दि.११/२००० ३)क्र युएलसी/ डव्स्युप्सएचएस-२०/एसआर-१०९४ दि.८/६/२००० अन्वयं प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायदा १९७६ चे कलम २० अन्वयं योजना मंजुर केलेली आहे.सदर आदेशा मध्ये नामूद केले प्रमाणे ठराविका मापाच्या सदनिका वांधणे हे परदानगीधारक यांचेवर वंधनकारक, राहील. त्याच प्रमाणे ज्या सदनिका शासनाकडे वर्ग करावयाच्या आहेत त्यांचा तावा शासनास देणे परवानगीधारक यांचेवर वंधनकारक राहील.

अपर जिल्हाधिकारी व सक्षम प्राधिकारी, नागरी संकुलन ठाणे यांचे कडील आदेशाची मुदत संपर्ली असल्यामुळे प्रत्यक्ष वांधकाम करणेपूर्वी सदरची मुदतवाढ प्राप्त करून घेणे अनुजाप्राही यांचेवर वंधनकारक राहील

> सही/-( नंदकुमार जंत्रे ) जिल्हाधिकारी ठाणे

मिन्यु हेबन प्रा.लि. रा मिरा रोड वा.(॥, क्षाणे





मिरा भाईंदर महानगरपालिका

🕽 मुख्य कार्यालय, भाईंदर (प.), छत्रपती शिवाणी महाराज मार्ग, ता. जि. ठाणे - ४०१ १

दिनांक :-

जा. क्र. मि.भा./मनपा/नर/---3255 /- १६०५

जमीन/जागामालक - मे. न्य हेव्हल प्रातिः अधिकार पत्रधारक - श्री. हर्षद भी. दोशी व मधु एच, दोशी द्वारा - वास्तुविशारदं - मे. अविनाश महात्र ॲन्ड असो.

> विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - नवघर अर्थे क्र./ हिस्सा क्र. नवीन <u>१४९/१, १४८/१,२, १४७/१, १५१/७</u> जुना <u>र्रेप इंपे., ४५४वै.,पै., ४७२/१, ४७२/७</u> पा जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र मिलणेबाबतः 🐪

संदर्भ :- १) आपला ति.१६/१२/२००६ चा अर्ज.

- २) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. व.एल.सी./एटोपी/डब्स्य.एस.एच.एस.-२०/एस.आर- ११०१, वि.११/०८/२०००, एसआर-११०५, वि.१३/०९/२०००, एसआर-१०९४, वि.०८/०६/२००० ची मंजूरी तं भुवत १०/२००६/ े <u>७३८/ना</u>जकधा-२, दि.१२/०७/२००६ अन्वये मदतवाढ.
- मा. जिल्हाथिकारी ठाणे यांचेकडील अकृषिक परवानगी ः आर्देश क्र. महसूल/क-१/टे-१/एनएपी/एसआर-२२४/०२, - दि.१४/०७/२००६.
  - ८) या कार्यालयाचे यत्र क्र. मिभा/मनपा/नर/१२५८/३८% दि.२९/०७/२००६ अन्वये बांधकाम परवानुहर्रि संधाद्वीतःहे
  - 🖎) अग्निशमन विभागाऋडील पत्र क्र. मनपा अग्निर्भ २०६/०६-०७. दि.१८/०८/०६ व पत्र क्र. मनपा/अमिएरिएरि/०६

वि.१२/०१/२००७ अन्वये नाहरकत

··ः सुधारीत बांधकाम प्रारंभपेक्ष (फक्त जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ प्रांतिसः गहानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ ( प्रकरण १२ सह ) विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार मितः भाईंदर महानगरपालिका क्षेत्रातील मौजे - नवघर सि.स.नं./सर्वे क्र./हिस्सा क्र. नवीन यरील प्रमाणं जूना वरील प्रमाणे या जागेतील रेखांकम, इमारतीचे बांधकाम नकाशांस खालील अदी न शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

?) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास + वाणिज्य वापरासाठीच करण्याचा आहे.

२) सदरच्या वांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

नक्।शार्रामाणे जानेवर प्रत्यक्ष मोजणी करून घेणेची आहे व त्याँची तालुका निरिक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रात या क्युनियाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठ विणेची आहे व त्यास पूजूरी धेणे आर्वश्यक आहे.

सवर. भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद यं शतींचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक

व वास्तुविशारद जबाबदार राहील.

या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे सदर नुकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते आवश्यकः आहे. संलिप्नित ठे वणे व सार्वजनिक वापरासाठी खुले ठे वणेची जबाबदारी विकासक/ यास्तुविशास्त् / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कांणतीही हरकत असणार नाही.

६) नुगरी जमीन धारणा कायदा १९७६ चे तरतुदीना व महाराष्ट्र जमीन महसुल कोणत्याही प्रकारची बाधा येता कामा नये व या अधिनियम च्या तरतुदीस दोन्हीं कायदयान्वये पारीत झालेल्या व वापुढे वेळोवेळी होणा-या सर्व आदेशाची अंगलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची

७) रेखांकनातः /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आनली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या भाराकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता वंदीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासके व इतर अमर्किपी स्वतुनिमाही कायदेशीर हक्क असणार नाही.

८) गालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अज्यार अवकासक वास्तुविशिष्ट्रकी शारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरित्र जागेस प्रक्रिकी उपलक्ष्य है असल्याची व जागेच्या हदी जागेवर प्रत्यक्षपणे जुद्धातिण्याची जब्ह्यास्त्री अर्जदार म विकासक, वास्तुविशारद यांची राहील. यामध्ये तफाबुट निर्माण झाल्यस सुधारील मंजुरी घेणे क्रमप्राप्त आहे.

९) मंजुर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागो (आर.ज़ीर) अपि विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पुणं करने वापरासाठी कायम स्वस्पी खुली ठे वणे बंधनकारक राहील.

१०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.

११) इमारातीस उदवाहन, अग्निशामक तरतुद, पाण्याची जिमनीवरील व इमारतीवरील अशा दोन टाक्या, टोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.

१२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी व्रिकासक/धारक यांची राहील. तसेच सांडपाण्याची सोय व मैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहील.

{ }}###

は一般ではいい १३) अर्जदारिनि स.नं., हि.नं., मीजे, महानगरपालिका मंजूरी, बिल्डरचे नांव, आर्किटेक्ट्रचे<sub>नां</sub>र नाव, अकृष्ट्रिक मंजुरी व इतर मंजुरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जीगेव्स् लावण्यान आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहील. तसेच सर्व मजुरीचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी

उपलब्ध करत है वर्ण ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागद्यत्रे जागैवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

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

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

वक्षारोपण करण्यात वावे.

१६) मंजूर बांधकाम नकाशे व जामेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीन्सार त्वरीत सुधारीत बांधकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अन्यथा हे बायकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठरते त्यानुसार उक्त अनिधकृत बांधकाम तोङ्ण्याची कार्यवाही करण्यात येईल.

/यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे ं पर्यादित है वन त्यानसार कार्यान्वीत करणे बंधनकारक राहिल

ोचे कार	संख्या - १	दळ + मजले	भार SUB-REGION (१) विश्वासी के स्टूबर्स स्तावित संख्यक्रिक स्त्र स्था के स्थित स्था के स्था क
कार	संख्या  १	बळ + मजले	र्भ र्भ स्तावित बांधकारिक
	- · · · ·		( <b>\</b> \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	ર		🎎 🎺 क्षेत्र चौ.मी. 🗞 🦖
	•	तळ + १२	क्षित्र चा.मा. कुल्
1	₹.	, तळ + १०" ∦ _ ।	IN CONSTRUCT TO
9	१	तळ + १२ 🖔 🖔	
	8	ਜਲ + ७ 📲 ਪੰ	· I WANTE YI.
8	? .	तळ + १० औ	₹ ?? <b>६</b> ९.७४ ₹
la,	8	तळ + १०	A BSOMORY
E <sub>i</sub>	5	तळ + <i>७</i>	DISPERMINA
	8	तळ + <b>१०</b>	7404.33
3	१	तळ + ७	१८९०.७१
\$	₹ .	तळ + ७	११०७.७९
-	, 3	तळ <b>+ १</b> २	७१.१३६६
	Ŕ	स्टिल्ट + १२	५२०९.७८
₹	Ė	तळ + १२ -	६४१४.८२
₹	ą	स्टिल्ट + ७	२०८८.२४
ሄ .	Ę	. <u>तळ</u> + ७	४७५०.४४
₹	२	, तळ	१६४.०८
	į.	जास्तीचे बाल्कनी क्षेत्र	४३९.१५
	1	जास्तीचे जिन्याचे क्षेत्र	१९.६१५
١ .		7. I	
			.xह२९१ ह९ चौ.मी.
		\$	जास्तीचे बाल्कनी क्षेत्र जास्तीचे जिन्याचे क्षेत्र

(गु86) सांसकोमी गाहित्य रस्त्यावर व सार्वजनिक ठि काणी ठे वता येणार नाही. याबाबतचे भारतचल्लाम झुल्यास महानगरपालिककडून आपणाविस्थ्य दंडात्मक कार्यवाही करण्यात संर्हेल. में

१९) हुमारतीचे बांधकामाबाबत व पुर्णत्वाबाबत नियमावलीतील बाब के रेड ते ४६ ची काटेकोरपणे अंगलबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद, स्टूक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल,

- २०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रह करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविरुद्ध विहीत कार्यवाही करण्यात येईल.
- 🥕 १) मंजुर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.
  - ्र) मंजुर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसंख्याचे निदर्शनास आल्यास.
  - . ३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व ः इतर् अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास . अथवा वापुरात बदल करण्याचे नियोजित केल्यास.
  - ्४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी प्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुधंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही कर्ण्यात येईल.
- २१) प्रस्तावीत इमारतीमध्ये तळम्जल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व था जागेचा वापर वाहनतळासाठीच करण्यात यावा.
- २२) मंजुर विकास योजनेत विकास योजना रस्त्याने / रस्ता स्वीकरणाने बाधीत होणारे सेत्र ७२१६.५० चौ.मी. महानग्ररपालिकेकडे हस्तांतर केले असल्याने व हया हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चट्ट क्ष्मुख्या क्रिक्ट च्या हस्तांतर केलेल्या जागेच्या मोबदल्यात आपणांस अतिरिक्त चट्ट क्ष्मुख्या क्रिक्ट च्या क्षांची असल्याने सदरचे क्षेत्र कायमस्वरयी खुले क्रिक्ट च्या जागेचा मेहिकी हक्क इतरांकडे कोणत्याही परिस्थितीत व केव्हाही खण्डिकरता क्ष्मुख्य मोबदला आपणांस इतर संबंधिसास व धार्मिकी स्विकारतां होगार नाही.
- २३) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जीस्ट उंचीचे इमारतीचे अन्याम्य व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमेशापद्व साह्य करणे बंधनिकारक आहे.
- २४) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.
- २५) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालु असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यकारी करण्यात यदेल

2038 12006 491 40 प्नीविकसीत / नव्याने पुर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावृत् होण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची सहिल. याबाबतची सर्व कायदेशीर पुर्तता ( विकासकाने रहिवाशांसोबत करावयाँची कर्रारामा व इत्स बाबी) विकासकाने /धारकाने करणे बंधनकारक राहील.

२७) या मंजुरीची मुदत दि.2.1.1924... प्रासून दि...32.12.1025 पर्यंत राहील. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल अन्यथा सदरची मंजुरी कायदेशीररीत्या आपोआप रदद होईल.

२८) स्वरच्या आदेशातील समूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपर्यवेक्षक स्ट्रक्चरल अभियंता व धारक यांची राहील.

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

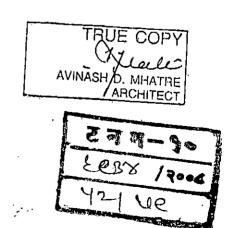
३०) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.

३६) रेखांकनातील दर्शविलेल्या ॲमिनीटी ओपन स्पेस हस्तांतरीत करणे आपणावर बंधनकारक राहिल.

मनपा/नर/३ ५९४/ ०६/०८

ほっり2/200U





## मिरा भाईंदर महानगरपालिका

सुख्य कार्यालय, भाईदर (प.), छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१

जा. क्र. मि.भा./मनपा/नर/- <u>१२५८</u> / २००६ क ज

दिनांक :-२०१५) १०० ह

• जमीन/जागामालक - मे. न्यु हेव्हन प्रा.लि. अधिकार पत्रधारक - मे. रशेश बी. शहा व मधु एच. दोशी द्वारा - वास्तुविशारद - मे. अविनाश म्हात्रे ॲन्ड असो.

> विषय:- मिरा भाईंदर महानगरपालिका क्षेत्रातील भौजे - नवघर सर्वे क्र./ हिस्सा क्र. नवीन १४९/१, १४८/१,२, १४७/१, १५९/७ जुना ४५३एँ., ४५४एँ.,पै., ४७२/१, ४७९/७ या जागेत नियोजित बाधकामास बांधकाम प्रारंभपत्र मिळणेबाबत.

संदर्भ :- १) आपला दि.१९/०७/२००६ चा अर्ज.

२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र. यु.एल.सी./एटीपी/डब्ल्यु.एस.एच.एस.-२०/एस.आर- १९०९, दि.११/०८/२०००, एसआर-१९०५, दि.१३/०९/२०००, एसआर-१०९४, दि.०८/०६/२००० ची मंजूरा व युदत १०/२००६/७३८/नाजकथा-२, दि.१२/०७/२००६ अन्वये मुदतवाढ.

३) मां. जिल्हाधिकारी ठाणे यांचेकडील अकृष्टिक परवानगी आदेश क्र. महसूल/क-१/टे-१/एनएपी/एकडील २०१८/१६६०० है. १८/०७/२००६

४) या कार्यालयाचे पत्र क्र. मिभा/मनपा वर्रे १८९/०५००। दि.२६/०७/२००५ अन्वये प्राथमिक पर्वीनगी.

: बांधकाम प्रारंभपत्र :- (स्थरीत स्थांकनासह) (फवत जोत्यापर्यंत)

महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह ) विकास कार्य करण्यासाठी / वांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नृतार मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे — नव्यर सि.स.नं./सर्वे क्र./हिस्सा क्र. नवीन वरील प्रमाणे जूना वरील प्रमाणे या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस खालील अटी व शर्तींचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात येत आहे.

१) सदर भुखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या <u>रहिवास + वाणिज्य</u> वापरासाठीच करण्याचा आहे.

२) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर कोणतेही बांधकाम करता येणार नाही.

v

मंजूर नुकाशाप्रमाणे जागेवर प्रत्यक्ष मोजणी करन घेणेची आहे व त्यांची तालुका निरिक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठ विणेची आहे व त्यास मंजूरी घेणे अधिश्यक आहे.

हैं) सदर श्रृंखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही तसच मंजुर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजुर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद "अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासके

व वास्तुविशारद जबाबदार राहील.

५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजुर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलिग्नित ठे वणे व सार्वजनिक वापरासाठी खुले ठे वणेची जबाबदारी विकासक/ वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.

नागरी जमीन धारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुन कोणत्याही प्रकारची बाधा येता कामा नये व या अधिनियम च्या तरतुदीस ु दान्ही का्यद्यान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमुलबलावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची

राहील ु ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलली स्यामासीकः अंतराची जागाः ही सार्वजनिक असून महानगरपालिकेच्या मालकांची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी स्ता स्वीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर्र असलिचि रहेणाताही कायदेशीर इक्क असणार नाही.

८) पालको हक्काबायतचा वाद उत्पन्न झाल्यास त्यास अर्घदार, विकासक वास्तुविष्ठिति थारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वर्गील जागेसी सूच मार्ग उपल्ला असल्याची व जागेच्या हही जागेवर प्रत्यक्षपणे सूर्वविण्याची जुन्मीवरारी अर्जहा विकासक, वास्तुविशारद यांची राहील. यामध्ये तस्तुवृत निर्माण झाल्यास सुधार मंजुरी घेणे क्रमप्राप्त आहे.

९) मंजुर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागी आर जी रे विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पुर्ण करेंने

वापरासाठी कायम स्वरूपी खुली ठेवण वंधनकारक राहील.

१०) मंजुर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.

१९) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जिमनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.

१२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहील. तसेच सांडपाण्याची सोय व मेलविसर्जनाची व्यवस्था करण्याची जबाबदारी ्विकासकाची/ धारकाची राहील:

द्वन घeess ] 200**6** u e

- १३) अर्जदाराने स.नं., हि.नं., मौजे, महानगरपालिका मंजूरी, बिल्डरचे नांव, ऑिकटेक्टचे नांव, अर्जिटेक्टचे नांव, अर्कृषिक मंजुरी व इतर मंजुरींचा तपशील दर्शविणारा फलक प्रत्यक्ष, जागेवर लांवण्यात आल्यानंतरच इतर विकास कोमास सुरवात करणे बंधनकारक राहील. तसेच सर्व मंजुरींचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करने ठे वणे ही वास्तुविशारद व विकासक यांची संयुक्त जवाबदारी आहे. अशी कागदपत्र जागेवर प्राप्त न झाल्यास तात्वडीने काम बंद करण्यात थेईल.
- १४) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापुर्वी मातीची चाचणी (Soil Test) पेकन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक वाबी विचारात पेकन (Specifically earthquake of highest intensity in siesmic zone should be considered) अग सी.ती. डिझाईन तयार करन संबंधीत सक्षम अधिका-यांची मंजुरी घेणे. तसेच इंचारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण क्यवस्था याबावत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करन कार्यान्वीत करणे तसेच यांयकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पुर्ण करन त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहील.
- १५) रेखांकनातील जागेत विद्यमान झाड़े असत्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पुर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत चुक्षारोपण करण्यात यावे.
- १६) मंजुर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजुरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजुर विकास नियंत्रण नियमावलीनुसार अनिधकृत ठ रते त्यानुसार उक्त अनिधकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

	. 1	•			
					T SUB-REG
अ.क.	इग्गरतीचे	संख्या		तळ + मजले 🔊	त SUB-REG
	नांग/गंकार	1			क्षेत्र राज्यो
१	એ-?	2	<u> </u>	पार्ट तळ 🚜७०%	3947,99
२	ंबी	8		पार्ट तळ 🖟 पु	\$ 12.893F
- 2	डी-१	१	Į	पार्ट तळ 👯 🖫	17 3700.35n
ሄ	ई-२	?	[	तळ + <b>१</b> ५०	20197.79
4	इं- ३	8	 	तळ + 🎉 🐉	२०७३.२३
Ę	इं-४	- 8	'	तळ + ७००	जि उत्ति २०७ रोज
v	एफ-२	२		110 110 1 0 11/2	DST. THAMBUS. 49
6	एफ-३	१	ii ii	पार्ट तळ + ७	PESE.VE
9	जी-२	१		तळ + ७	· ११०७.७९
१०	एच-२	8	٠	पार्ट तळ + ७	१३५६.९४
११	एच-३	२	į	तळ + ७	२७३३,६८
१२	एच-४	२		নক + ৬	१३५६.९४
१३	. 'क्यु	€,	Ì.	पार्ट तळ + ७	५०४०,३६
२४	क्युं-१	२		पार्ट तळ + ७	9876,98
સ્વ,	क्यु-२	7		तळ + ७	So.05#9
१६.	एस-१	8		तळ	५६.६४
१७	एस-३	8		तळ ्	८२.०४
१८	४-भ्र	8	*	. 10	१०.१५
१९	एस-५	8		दाल म	३२.५५
एकूण				¿ erg /:	२००८ चै.०४७.१० चो.म
	•	· .	und.	4416	Q.

१८) बांधकाम साहित्य रस्त्यावर व सार्वजनिक ि काणी ठे वता येगार नाही. याबाबतचे उल्लंधन झाल्पास महानगरपालिकेकंडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात यहात

(१९)-इम्रास्त्रीचे बायकामाबाबत व पुर्णात्वाबाबत नियमावलीतील बाब क्रं.४३ ते ४६ ची कार्टकोरपणे अंग्लबजावणी करण्याची संपुर्ण जबाबदारी विकासक, वास्तुविशारद.

रद्रक्चाल अभियंता, बांधकाम प्रयंवेक्षक व धारक यांची राहिल.

२०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रह करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रावेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधिताविस्थ्य विहीत कार्यवाही करण्यात येईल.

१) मंजुर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

रे) मंजुर बांधकाम नकाशे व प्रारंभे पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.

३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ य इतः अधिनियमान्वये प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.

४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची भाहिती व विधी प्राहयता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येडेल.

२१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजुर बांधकाम नकाशाप्रमाणे ठे वण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२२) मंजुर विकास योजनेत विकास योजना रस्त्याने / रस्ता स्वीकरणने विकास योजारे क्षेत्र ७२१६.५० चो.मी. महानगरपालिकेकडे हस्तांतर केले अस्त्याने कर्ता है स्वार्थ है कि क्षेत्र केलेल्य जागेच्या मोबदल्यात आपणांस अतिरिक्त चटई क्षेत्र खाली मंजुरी देण्यात आपणांस अतिरिक्त चटई क्षेत्र खाली मंजुरी देण्यात आपणांस अतिरिक्त चटई क्षेत्र खाली मंजुरी देण्यात आपणांस होता खाले खाले क्षेत्र अतिकास पार्थ होता के क्षेत्र काणां का बाबदारी विकासकाची राहील. तसेच या कि काणां का बाबदारी विकासकाची परिस्थितीत व केव्हाही वर्ग करती विणार नहीं जानेच या है क्षेत्राचा इतरांकडून मोबदला आपणांस इतर संबंधितास व धारकास स्विकारता येणार नाही.

२३) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमेश्वरीचे अहिन्सित व्यवस्थेवावत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करें वंद्यनकारक आहे.

२४) मंजुर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्यांचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.

२५) प्रस्तावातील इमारतीचे बांधकाम पुर्ण झाल्यानंतर नियमाप्रमाणे पुर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तदनंतरच इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालु असल्याचे निदर्शनास आल्यास वास्तुविशास्द, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यक्ति करण्यात पूर्वतः

E 9 4- 90 ERSV 19006 पूर्नविकसीत / नव्याने पूर्ण होणाऱ्या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जवाबदारी वारत्विशारद, विकासक व धारक यांची राहील. याबाबतची सर्व कायदेशीर पूर्तता ( विकासकाने रहिवाशांसोबत करावयांचा करावतामा व इतर बाबी) विकासकाने /धारकाने करणे बंधनकारक राहील.

कायदेशीररीत्या आयोआप रदद होईत.

२८) यापुर्वीचे पत्र क्र. <u>मिभा/मनपा/नर/९८९/०५-०६, दि.२६/०७/०५</u> अन्वये देण्यात आलेली मंजुरी रदद करण्यात येत आहे.

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

(०) जागेवर रेन वॉटर हार्वेस्टींगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे च त्याबावत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर

करणे आपणावर बंधनकारक राहिल.

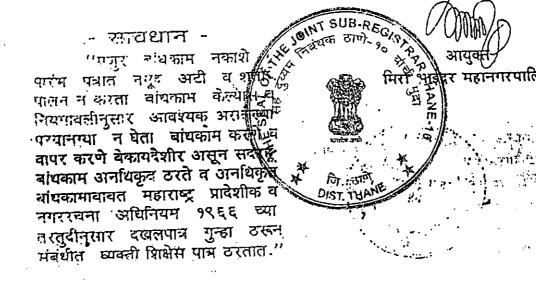
३१) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सोलार वॉटर हिटिंग सिस्टीम) बसबून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.

३२) रेखांकनातील दर्शविलेल्या ॲमिनीटी ओपन स्पेस हस्तांतरीत करणे आपणावर

्बंधनकारक राहिल.

मनपा/नर/१४५८/२००६/०५

はかりののと







१. सहजित्हानिबंधक, ठाणे व्. दुय्यम निवंधक ,नवघर, ता जि.ठाणे. कं.युएलसी/टिए/एटीपी/कलम-२०/सद .नो/ एस आर १०९४ + एस आर ११०१ एस आर ११०५ अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन, ठाणे. <sup>दिनांक :</sup> 11 3 APR 2007

विषय:- नागरी जिमन कमाल धारणा अधिनियम १९७६ कलप २० योजना अंतर्गत सदनिका नोंदणी बाबत

- ৭) योज़ना क्रं. एस आर ৭০९४, दि ০८/০६/२००० स.क्र. ४५४ पे, ४५४ पे क्षेत्र १९,६००.०० ची.भी. जिमनधारक : मे न्यू. हेवन पा.लि.
  - २) योजना क्रं, एस आर ११०१, दि ११/८/२००० स.क. ४५३ पे, ४५४ पे, ४७२/१.४७३ पे क्षेत्र १९,६००.०० ची.मी. जिमनधारक : मे न्यू: हेवन प्रा.िल.
  - ३) योजना क्रं. एस आर १९०५. दि १३/०९/२००० मौजे : नवघर , क्षेत्र ९२,०७६.२५ चौ.मी. स.कं. ४५३ पै. ४७९/७ जिमनधारकः मे न्यू. हेवन प्रा.ि.

संदर्भ :- १) विकासक यांचा अर्ज दि . ०२/०३/०७

२) मा जिल्हाधिकारी यांचे पत्र के महसूल/क-१/टे-१ एनएपी/एस आर २२४/०२,दि. १८/०७/०६

3)मंजूर बांधकाम नकाशे व सुद्दितिका बांधकारेन आ कं.मि.भा./म.न.पा./न्तुर्भेद्धि/वृद्देण्ठेष ,दि.०৭/০२/০७/

महोदय.

संदर्भित पत्रा अन्वये विकासकाने विषयांकित जमिन मिछ्नि नवघर, जु भू हिं. ४५४प . य ,स.कं.४५३पै,४५४ पै, ४७२/१, ४७३पै , स.कं.४५३पे,४७९/७, कर्नुत्रे सदनिका नॉस्प्री ना हरकत दाखला अपेक्षिलेला आहे. उपरोक्त विषयासंदर्भात कळविणेत येते की, खालील अटी ये स्तितिस अधिनः राहुने स्वीजनेतील

विषयांकित जमिनी करीता मि.भा.म.न.पा.चे संदर्भित पत्र के अधिकाम नकाशा/सुधारित प्रारंभपत्रातील सर्व इमारती मधील सदिनका नोंदणी करणेस या कार्यालयाची हरकत

नाही.

अधिकारपत्रधारकाने / जिमनधारक दि. १२/०४/०७ चे प्रक्रिका नुसार शासन देय सदनिका दिंड वर्षात प्रत्यापित करेन आ घोडित निर

- २. योजनाधारक / विकासकाने दि. १२/०४/०७ रोजीच्या नोटरीयुक्त
  प्रतिज्ञापत्राव्दारे असे लिहुन दिले आहे कि "विषयांकित जिमनीवरील इमारतीमधुन
  जासून देय सदिनका योजना आदेशानुसार प्रत्यापित करेन तसेच शासन देय सदिनका
  हि तळ आणि अतिम मजल्यावरील देणार नाही आणि सदर योजनेतील इमारतीचे
  काम पूर्ण होईल त्या समप्रमाणात शासन सदिनका प्रत्यापित करेन"
- उ. पूल योजना आदेश क्र.युएलसीं िटए/डब्ल्यु एस एच एस २०/एस आर १०९४ विनांक ०८/०६/२०००, व आदेश क्र.युएलसी/िटए/कलम २०/एस आर ११०१ वि.११/०८/२००० व आदेश क्र.युएलसी/िटए/एटीपी/डब्ल्युएसएचएस-२०, एस आर ११०५, वि.१३/०९/२०००मधील अटी व शर्ती पूर्वीप्रमाणेच योजनाधारक/विकासकर्त यावर बंधनकारक सहतील.
- प्रं मा सर्वोच्च न्यायालयाने कलम २० खालील योजनांबाबत दि ३१/०१/१९० रोजी दिलेल्या निर्देशाचे काटेकोरपणे पालन करणेत यावे.
- पाजनेतील खुल्या बाजारात विकावयाच्या सदिनका रु.७८१ /- चौ.फूट ( अक्षरी सात्र) एववयाएँशी मात्र) या दराने विकाव्यात व त्यासाठी ठेवलेले विक्रि रिजस्टर विहित नमुन्यात भरून पडताळणीसाठी या कार्यालयास दर महिन्याच्या ५ सारश्चेत्या आतं साद्रश्रकरणेल यावे

निष्ण निष्ण । १९ १५ (०) प्रि जिल्हाधिकारी व सक्षम प्राधिकारी, टोणे नागरी संकुलन, टाणे.

प्रत

९) मा आयुक्त, मिरा भाईदरे किनारमाहिका योना महितीसाठी व पुढील कार्यवाहीसाठी.

२/- आपले संदर्भिय पेत्र केन्द्र (च्च) च्या अनुषंगाने विषयांकित जिमनीवरील इनारतीस सदनिका नींद्रशी ना हरकत दाखला पारीत करण्यात आला आहे कार्य डाले

२) भे.न्यू.हेवन प्रा.लि.

( जमिनधारक )

व्दारा श्री हर्षद पी दोशी

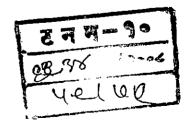
( अधिकारपत्रधारक )

पत्ताः हर्षं प्लाझाः, १ ला मजला,

१०० फूटी रोड, सेक्टर नं २ च्या समोर,शांतीनगर, मिर् हिंड (पू.)

आपण या कार्यालयात सादर केलेली प्रतिज्ञापत्र / हमीपत्र क्षेत्रेश्वर कागदर्जिनी विद्यात खोटी आहे असे निदर्शनास आल्यास आपणास पूर्णपणे जबाबदार धरण्येत् दोईल आणि स्ना.ज.क.धा.अधिनियम १९७६ च्या कलम अंतर्गत आपणावर फसवणुकीबाबेन् कार्यबीही व्यक्तियोत येईल याची कृपया नोंद घ्यावी.

3) नियड नस्ती.





NO. ULC/TA/ATP/W.S.H.S.-20/S.R.1105 Office of the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Collectorate Bldg. 2<sup>nd</sup> Floor, Thane. Dated: 29/08/2006.

#### READ

- 1. Govt. in Housing and Assistance Department Resolution No. ULC/1092/(5313)/D-XIII dated 22<sup>nd</sup> October 1992
- 2. This office orders No. ULC/TA/W.S.H.S. 20/S.R.-1105

  Dated 13/09/2000.
- 3. Application from Shri. Harshad P. Doshi POA of M/s. New Heaven Private Ltd. dt. 19/7/2006

## CORRIGENDUM

Exemption under section 20 (New) has been granted in favour of M/s. New Heaven Private Ltd. of village Navghar, Tal & Dist. Thane for the area 12076.25 sq. mtrs. from S. No. 453(Pt), 479/7 as per condition mentioned in the sec order dt. 13/9/2000.

Now the Govt. have revised guidelines for the land to be exempted under section 20(1) of the Urban Land (Ceiling & Regulation) Act 1376. Now vide resolution No. ULC/1082/(5131)/1371, dt. 22210/92 by that resolution scheme holder has given option to pay 30% of the market value of component 'A' & scheme holder is allowed to develop the component 'A' as per guidelines dt. 22/10/92 In which in Component 'A' the scheme holder allow to construct tenement for middle and higher groups is: Multistoréyed building instead of core houses sites & Services and one room tenements for lower income groups.

Accordingly applicant requested to revise schedule under section 20 of the said order vide letter dated 20/4/2006.

And whereas, I Addl. Collector & Competen Authority Thank
Satisfied with the application of the applicant while scrutinizing the scheme
it is necessary to revised the schedule as per Govt. Resolution.

price of land in component 'A' as per circular dt. 22/10/92.

is there fore directed that the schedule attach to order 11/8/2000 to hereplaced by the revised schedule as per following conditions.

- 1. The said person shall make full utilization of land exempted purpose aforesaid by constructing on the said land 236 Nos. tenement upto 25.00 sq. mtrs. plinth area, 137 nos. tenement upto 50.00 sq. mtrs. plinth area, 159 Nos. tenement upto 80.00 sq. mtrs. plinth area specified in revised schedule.
- 2. The said person shall sell 5% of the permissible space index in the form of tenement 12 Nos. tenement upto 25.00 sq. mtrs. Plinth area, 7 nos. tenement upto 50.00 sq. mtrs. Plinth area, 4 Nos. tenement upto 80.00 Sq. Mtrs. person nominated by the state Government at the rate of 50% of rate applicable to tenements to be sold in open market is to be determined as per formula prescribed in Govt. Circular dated 29/12/1990.

All other conditions mentioned in the order dated 11/8/2000 remain

unchanged.

SHRI. ASHOK SHINGARE); doi: Collector & Competent Author Juane Urban Agglomeration, Than

To,
M/s. New Heaven Private Line
C/o. Shri. Harshad P. Doshi

## Copy submitted to:

I. The Frincipal Secretary, Urban Mantralaya, Mumbai 32.

Development Department

EUSY.

/ **Road** 

Copy Forwarded with compliments to,

1. The Commissioner, Mira Bhayander Municipal Commissioner, Bhayander for information and with request not to issue occupation certificate unless N.O.C. regarding handing over tenement to Govt. by this office to scheme holder.

CHOLERATION ACT

## SCHEDULE

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

1. Name & Address of the person: M/s. New Heaven Private Ltd.

holding the land ; C/o. Shri. Harshad P. Doshi

A/103, Rajashree Apts. Royal

Complex, Eksar Road, Borivali

(W) Mumbai 400 092

2. Status of the person : Individual

3. Date of Application : 19/7/06

4. Name of Urban Agglomeration: Thane Urban Agglomeration &

in which the exemption is : 8 Km's Peripherial area of

sought : Bruhan Mumbai Urban

Agglomeration.

5. Description & Property for which exemption is sought :

a) District :

Takula :

Village :

c) Total surplus area in Sq.Mtrs. :

d) Total area under scheme :

e) Area of land to be exempted:

f) Area under compulsory open

space

g) Net buildable area under scheme:

h) Built-up area to be sold to Govt.: nominees at fixed rate.

Total No. of tenement to be constructed

Thane

Thane '

Navghan

454 (Pt), 454(Pt)

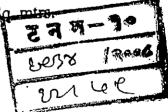
51276.25 sq. mtrs.

19600.00 Sq. mtrs.

19600.00 sq. mtrs.

19600.00 Sq. mtrs.

980.00 Sq.



2/

Tenement upto

25 sq.mirs. - 236 Nos.

50 sq. mtrs - 137 Nos.

80 sq. mtrs. - 159 Nos.

 No. of tenginents to be sold to Government nominees at fixed rate:

a) Tenement upto

25 sq. mtrs. - 12 Nos.

50 sq.mtrs.- 7 Nos.

80 sq. mtrs. - 4 Nos.

Subject to approval of building plans from Mira Bhayander Municipal

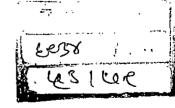
Corporation.

a Lugiri

Sill. Collector & Competent Authority,

Miane Urban Agglomeration, Thane.







NO. ULC/TA/ATP/W.S.H.S.-20/S.R.1101 Office of the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Collectorate Bldg. 2<sup>nd</sup> Floor, Thane. Dated: 29/08/2006.

### READ

- 1. Govt, in: Flousing and Assistance Department Resolution No. ULC/1092/(5313)/D-XIII dated 22<sup>nd</sup> October 1992
- This office orders No. ULC/TA/W.S.H.S. 20/S.R.-1101
   Dated 11/08/2000.
- 3. Application from Shri, Harshad P. Doshi POA of M/s. New Heaven
  Private Ltd. dt. 19/7/2006

#### CORRIGENDUM

Exemption under section 20 (New) has been granted in favour of M/s. New Heaven Private Ltd. of village Navghar, Tal & Dist. Thane for the area 19600.00 sq. mtrs. from S. No. 453(Pt), 454(Pt), 472/1, 473 (Pt), as per condition mentioned in the see order dt. 11/8/2000.

Now the Govt. have revised guidelines for the land to be empted under section 20(1) of the Urban Land (Ceiling & Begalation) Acc. 11 Now vide resolution No. ULC/1082/(5131)/D-XII, de 22/10/92 by Main resolution scheme holder has given option to pay 30% of the mainer value of component A' & scheme holder is allowed to develop the component 'A' assigner guidelines di. 22/10/92 In which in Component A' the scheme holder allow to construct tenement for middle and higher group i.e. Application of building instead of core houses sites & Services and one room tenements for lower income groups.

of the said order vide letter dated 20/4/2006.

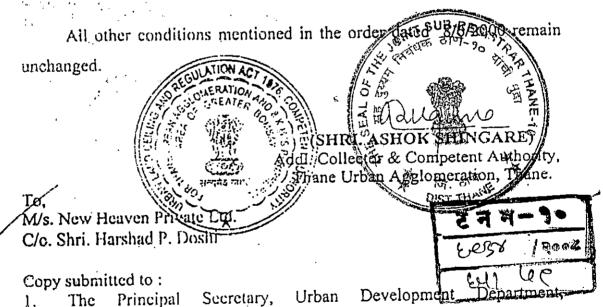
And whereas, I Addl. Collector & Competent Authority Thane Satisfied with the application of the applicant while scrutifizing the scheme it is necessary to revised the schedule as per Govt. Resolution.

he scheme holder paid amount Rs. 2,32,29,799/- against 30% market price:of and in component 'A' as per circular dt. 22/10/92.

is therefore directed that the schedule attach to order dt. 8/6/2000 to creplaced by the revised schedule as per following conditions.

The said person shall make full utilization of land exempted purpose aforesaid by constructing on the said land 100 Nos. tenement upto 40.00 sq. mtrs. Plinth area 188 Nos. Tenement upto 25.00 Sq. Mtrs. Plinth area, 109 Nos. Tenement upto 50.00 Sq. mtrs. Plinth area, 69 Nos. tenement upto 80.00 sq. mtrs. plinth area plinth area specified in revised schedule.

The said person shall sell 5% of the permissible space index in the form of tenement. 5 Nos. tenements with plinth area upto 40.00 sq. mtrs. Plinth area 10 Nos. tenement upto 25.00 sq. mtrs. Plinth area, 7 nos. tenement upto 50:00 sq. mtrs. Plinth area, 3 Nos. tenement upto 80.00 Sq. Mirs. person nominated by the state Government at the rate of 50% of rate applicable to tenements to be sold in open market is to be determined as per formula prescribed in Govt. Circular dated 29/12/1990.



Copy Forwarded with compliments to,

Mantralaya, Mumbai 32.

The

The Commissioner, Mira Bhayander Municipal Corporation, Bhayander for information and with request not to issue occupation certificate unless N.O.C. regarding handing over tenement to Govt. by this office to scheme holder.

## SCHEDULE

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

Name & Address of the person:

holding the land

M/s. New Heaven Private Ltd.

C/o. Shri. Harshad P. Doshi

A/103, Rajashree Apts. Royal Complex, Eksar Road, Borivali

(W) Mumbai 400 092

Status of the person 2.

Date of Application 3.

Individual

19/7/06

Name of Urban Agglomeration: 4.

in which the exemption is

sought

Thane Urban Agglomeration & 8 Km's Peripherial area of Bruhan Mumbai Urban

Agglomeration.

Description & Property for 5. which exemption is sought

District a)

Takula

Village

S.No. b)

Total surplus area in Sq.Mtrs. c)

Total area under scheme d)

Area of land to be exempted e)

Area under compulsory open n space

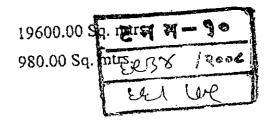
Net buildable area under scheme: g)

Built-up area to be sold to Govt.: h) nominees at fixed rate.

> Total No. of tenement to be constructed



19600.00 sq. mtrs.



a) Enement upto

25 sq.mtrs. - 188 Nos.

40 sq.mtrs.- 100 Nos.

50 sq. mtrs - 109 Nos.

80 sq. mtrs. - 69 Nos.

7. No. of tenements to be sold to Government nominees at fixed rate

a) Tenement upto

25 sq. mtrs. - 10 Nos.

40 sq.mtrs.- 5 Nos.

50 sq.mtrs.- 7 Nos.

80 sq. mtrs. - 3 Nos.

Subject to approval of building plans from Mira Bhayander Municipal

Corporation.

(SHRI. ASHOK SHINGARE)

. Collector & Competent Authority,

Thane Urban Agglomeration, Thane.



Eers coa



NO, ULC/TA/ATP/W.S.H.S.-20/S.R.1094 Office of the Addl. Collector & Competent Authority, Thane Urban Agglomeration, Collectorate Bidg. 2<sup>nd</sup> Floor, Thane. Dated: 29/08/2006.

#### READ

- Government Housing and Assistance Department Resolution No. ULC/1092/(53J3)/D-XIII dated 22nd October 1992
- This office orders No. ULC/TA/W.S.H.S. 20/S.R.-1094 Dated - 08/06/2000.
- Application from Shri, Harshad P. Doshi POA of M/s. New Heaven Private Ltd. dt. 19 7/2006.

### CORRIGENDUM

Exemption under section 20 (New) has been granted in favour of M/s. New Heaven Private Ltd. of village Navghar, Tal & Dist. Thane for the area 19600.00 sq. mtrs. from S. No. 454(Pt), 454(Pt) as per condition memion in the see order dt. 08/06/2000.

Now the Govt. have revised guidelines for the to be under section 20(1) of the Urban Land (Ceiling & Hegunation) Now yide resolution No. ULC/1082/(5131)/D-XII de 22/10/92 by that resolution scheme holder has given option to pay 30% of the market value of component 'A' & scheme holder is allowed to develop the composition per guidelines dt. 22/10/92 In which in Component 'A' the scheme holder allow to construct tenement for middle and higher groups i.e. Multistoreyed building instead of core houses sites & Services and one room tenements for lower income groups.

Accordingly applicant requested to revise schedule under section 200 of the said order vide letter dated 20/4/2006.

And whereas, I Addl. Collector & Competent Auth Satisfied with the application of the applicant while scrutinizing the scheme it is necessary to revised the schedule as per Govt. Resolution.

୍ରକ୍ଟ ଦର୍ଷ

## SCHEDULE

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

Name & Address of the person:

M/s. New Heaven Private Ltd.

holding the land

C/o. Shri. Harshad P. Doshi

A/103, Rajashree Apts. Royal

Complex, Eksar Road, Borivali

(W) Mumbai 400 092

2. Status of the person Individual

Date of Application 3.

19/7/06

Name of Urban Agglomeration:

Thane Urban Agglomeration &

in which the exemption is

8 Km's Peripherial area of

Bruhan Murabai Urban

Agglomeration.

5: Description & Property for which exemption is sought

Thane

Thane

Takula ~Village

District

Navghar

S.No. b)

a)

g)

453 Pt, 47段度

51276.25 sq must.

Total surplus area in Sq.Mtrs. c) Total area under scheme

d) Area of land to be exempted e)

12076.25 sq. mtrs.

Area under compulsory open :: f)

space.

Net buildable area under scheme:

12076.25 Sq. mtrs.

Built-up area to be sold to Govt.: h) nominees at fixed rate.

603.76 S

Total No. of tenement to be constructed

..2/-

The scheme holder paid amount Rs. 2,32,29,799/- against 30% market of land in component 'A' as per circular dt. 22/10/92.

is it is there fore directed that the schedule attach to order 13/9/2000 to be soplaced by the revised schedule as per following conditions.

- The said person shall make full utilization of land exempted purpose aforesaid by constructing on the said land 144 Nos. Tenement upto 25.00 Sq. Mirs. Plinth area, 84 Nos. Tenement upto 50.00 Sq. mirs. Plinth area, 53 Nos. tenement upto 80.00 sq. mirs. plinth area plinth area specified in revised schedule.
- 2. The said person shall sell 5% of the permissible space index in the form of tenement 8 Nos. tenement upto 25.00 sq. mtrs. Plinth area, 4 nos. tenement upto 50.00 sq. mtrs. Plinth area, 3 Nos. tenement upto 80.00 Sq. Mtrs. person nominated by the state Government at the rate of 50% of rate applicable to tenements to be sold in open market is to be determined as performula prescribed in Govt. Circular dated 29/12/1990

All other conditions mentioned in the order dated 13/9/2000 formain

unchanged.

(SHRINASHOE SHING (RE)

d. Collector & Semperation Authority
Thane Urban Agglomeration, Thane.

M/s. New Heaven Private Etc C/o. Shri. Harshad P. Doshi

all charts of the

Maria Maria daga da lata da lata

### Copy submitted to:

1. The Principal Secretary, Urban Development Department Mantralaya, Mumbai 32.

Copy Forwarded with compliments to,

1. The Commissioner, Mira Bhayander Murcipal Corporation, Bhayander for information and with request not to issue occupation certificate unless N.O.C. regarding handing over tenement to Govt. by this office to scheme holder.

a) Tenement upto : 25 sq.mtrs. - 144 Nos.

50 sq. mtrs - 84 Nos.

80 sq. mtrs. - 53 Nos.

7. No. of tenements to be sold to Government nominces at lixed rate

a) Tenement upto : 25 sq. mtrs. - 8 Nos.

50 sq.mtrs.- 4 Nos.

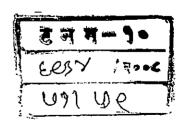
: 80 sq. mtrs. - 3 Nos.

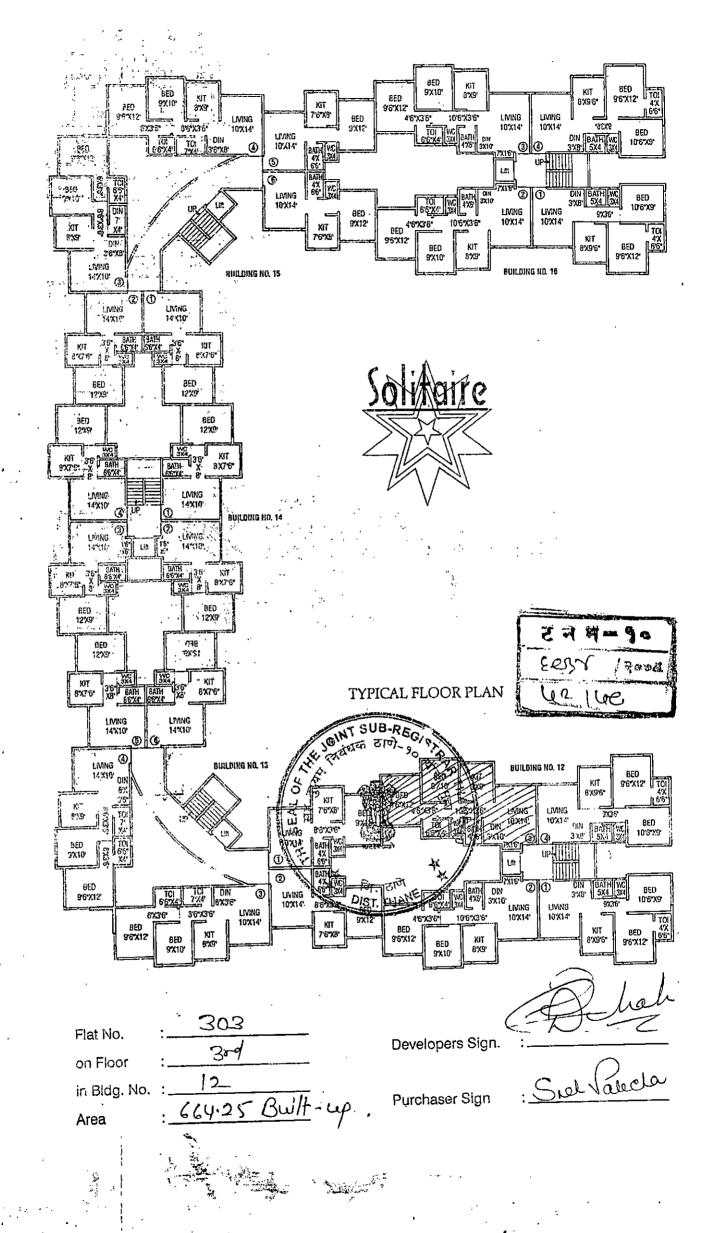
Subject to approval of building plans from Mira Bhayander Municipal Corporation.

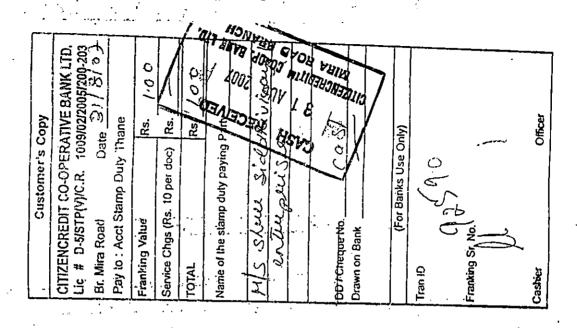


(SHRI. ASHOK SHINGARE)
Addl. Collector & Competent Authority,
Thane Urban Agglomeration, Thane.









OWER OF ATTORNE

TO ALL TO WHOM THESE PRESENTS SHALL COME: We, I., HRI JAYESH V. DOSHI, 2) SHRI DILESH C. SHAH an indian Inhabitants of Mumbai, an authorised signatory of M/S. SHREE SIDDHIVINAYAR ENTERRISES: a Joint Venture Company, having its Administration office at A-11, Shant Shapping Centre, Near Railway Station, Mira Road (E), Dist Thane, Mumbai 401 107, SEND GREETINGS.

WHEREAS the company is carrying on construction activities in the name & style of M/S. SHREE SIDDHIVINAYAK ENTERPRISES proposed project to be known as SOLITAIRE - III Residential & Commercial Building on piece and parcel of land bearing Survey no.454/1,2 & 453 /1 at Village - Bhayander, Mira Road (E) Dist - Thane in the course of the company's business activities, it is required to execute Agreements & / or Deed of Confirmation & / or Execution / Registration of the documents before the office of the Sub - Registrar of assurance.

Eezy :...

1338E3 AUG

AUG 31 2007

WITH THE LANGUAGE

State of the second

9.3010.com

AND WHEREAS certain documents require Registration at the office of the Sub-Registrar of Assurance.

AND WHEREAS 1) SHRI JAYESH V. DOSHI, and 2) SHRI DILESH C. SHAH, on behalf of the company hereby authorize Mr. Navinchandra S. Shah and Mr. Mangal B. Patel both adult, Indian Inhabitants, having address at A/11, Shantr Shopping Centre, Opp. Riv. Station, Mira Road (E), 401 107 as the Company's true & lawful A (TORNEYS for the purpose of the documents before the office of the Sub-registrar of Assurance.

KNOW NOW YE AND THESE PRESENTS WITNESSTH THAT 1) SHRI JAYESH V. DOSHI, and 2) SHRI DILESH C. SHAH, do hereby appoint, nominate & constitute the said Mr. Navinehandra S. Shah & Mr. Mangal B. Patel as the Company's true & lawful Attorneys to do the following acts, deeds & things.

To appear before the Sub-registrar of assurance concerned in respect of any document herebefore executed by the Company or to be executed by the company hereafter as AUTHORISED SIGNATORY to admit, execution of such documents by them.

For & on behalf of the Company to present for Registration and Documents herebefore executed by us or to be executed by us AUTHOMSED SENATORY.

- 3. To do all acts, deeds & things for & on behalf of the Company to cause the attendance of its executing parties to any documents before the Sup-Registrar of Assurance & to make any applications or submission in writing for the purpose of effectively registering any documents as its ATTORNEYS may deem fit & proper.
- 4. AND we are on behalf of the company agree to ratify & confirm all & whatsoever our said ATTORNEYS shall purport to be done or cause to be done by virtue of these presents.

IN WITNESS WHEREOF 1) SHRI JAYESH V. DOSHI, and 2) SHPLDILESH.

C. SHAH, an Indian Inhabitants of Mumbai have hereunto set & surscribed but hand at Mumbai on this

18th Day of Seft

ا من المنظم ا المنظم المنظ

2007

A

SIGNED, SEALED AND DELIVERED

By the withinnamed

1) SHRI JAYESH V. DOSHI

2) SHRI DILESH C. SHAH

Members of MVS. SHREE SIDDHIVINAYAK ENTERPRISES )

In the presence of ...

Specimen Signature of ATTORNEYS MR. NAVINCHANDRA S. SHAH

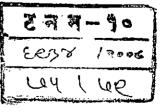
्रमानकार शायकात्रायः साउ latol,

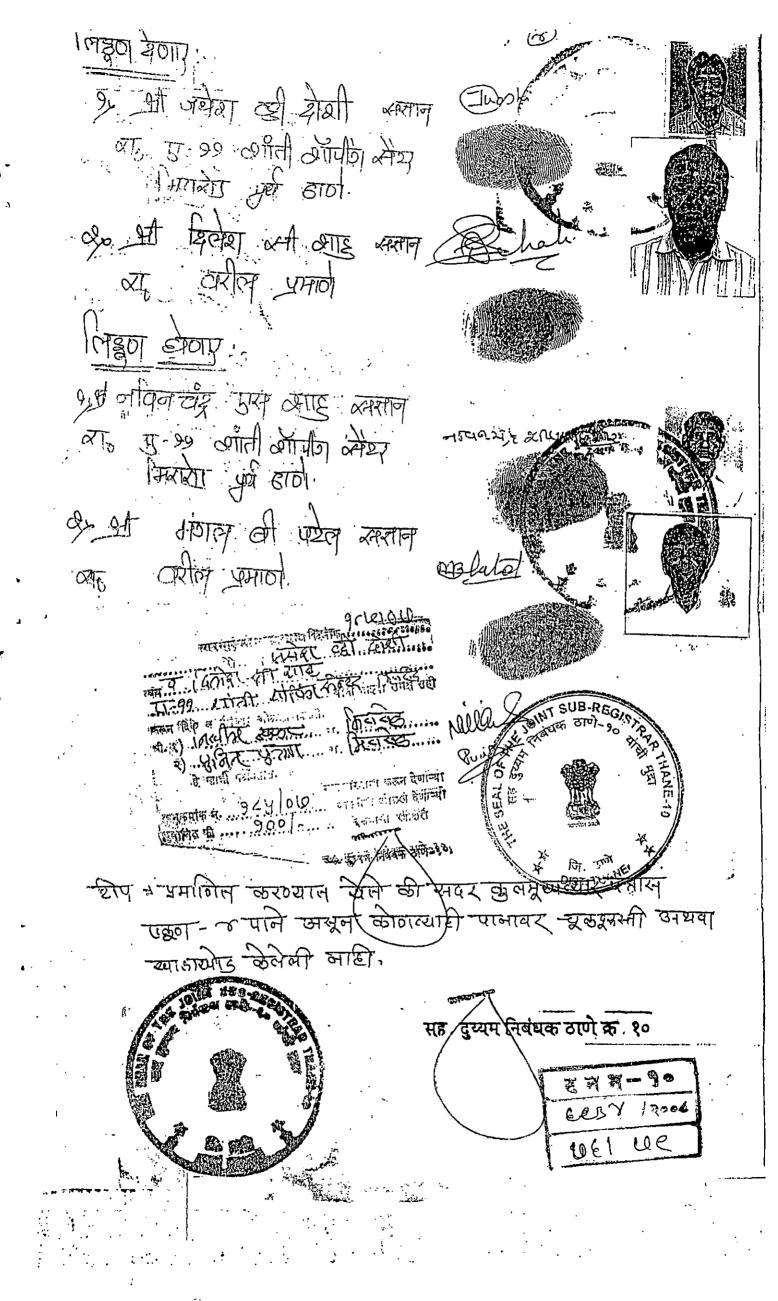
MR. MANGAL B. PATEL

entified by us.

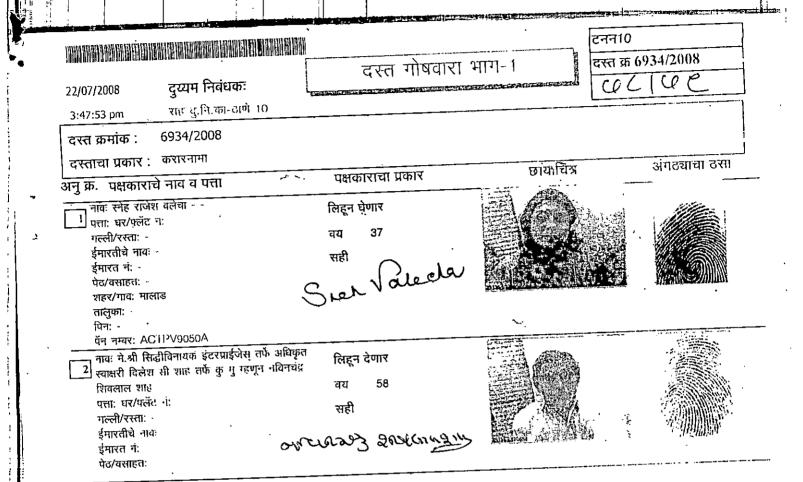
BEFORE ME







Original नॉदणी 39 म Regn. 39 M पावती पावती क्र.: 6934 दिनांक 22/07/2008 गावाचे नाव नवघर 2008 ਟਜਜ10 - 06934 -दस्तऐवजाचा अनुक्रमांक करारनामा दस्ता ऐवज़ाचा प्रकार सादर करणाराचे नाव:रनेह राजेश वलेया -18800.00 नोंदणी फी 1580.00 नक्कल (अ. 11(1)), पृष्टांकनाची नक्कलं (आ. 11(2)), रुजवात (अ. 12) च छायाचित्रण (अ. 13) -> एकत्रित फ़ी (79) 20380.00 एकूण आपणास हा दस्त अंदाजे 4:01PM ह्या वेळेस मिळेल बाजार मुल्य: १४७५०० रु. म्रस्तेले मुद्रांक शुल्क: 76600 क. वेगकाचा प्रवार होती/सनाकर्णहारे क्रिकेचे नाद व मत्ता एवं ही एक सी देक कि हुंच्डुं: S.al Valecta



सह. दुख्यम निवंधक ठाणे क १०



दरत गोषवारा भाग - 2

ਟਜਜ10

दस्त क्रमांक (6934/2008).

दिनाक:22/07/2008

welve

दस्त क्र. [टनन10-6934-2008] चा गोषवारा

बाजार मुल्य :1879500 मोबदला 1879500 भरलेले मुद्रांक शुल्क : 76600

पावसीय वर्णन नांव: रनेह राजेश वलेबा

पावती क्र.:6934

दरत हजर केल्याचा दिनांक :22/07/2008 03:43 PM निष्पादनाचा दिगाँक : 17/07/2008

दस्त हजर करणा-याची सही:

el Valeda

१८८०० : नोंदणी की

ः।क्कल (अ. ११(१)), पृष्टाकनाची

नक्कल (आ. 11(2)).

रुजवात (अ. १२) व छ।याचित्रण (अ. १३) >

एकत्रित फी

20380: एकुण

दस्ताचा प्रकार :25) करारनामा

शिक्का के. 1 वी वेळ : (सादरीकरण) 22/07/2008 03:43 PM

शिक्का के. 2 थी वेळ : (फी) 22/07/2008 03:46 PM

शिक्का क्र. 3 वी वेळ : (कंबुली) 22/07/2008 03:47 PM

शिवका क्र. 1 वी वेळ : (ओळख) 22/07/2008 03:47 PM

दस्त नोंद केल्याचा दिनांक : 22/0//2008 03:47 PM

सह देख्यम निलंशक ठाणो क १०

ओळख:

खालील इसग असे निवेदीत करतात की. ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,

Roloish Dubey

Roy God Just

वं त्यांची ओळख पटवितात.

1) राजेश बलेबा - ,घर/फ़लॅट नं: -

गल्ली/रस्ताः -

र्डमारतीचे नावः -

ईमारत नं: -

पेट/वसाहतः

शहर/गाव:गिरारोड प्

ताल्काः

पिन:

2) राकेश दुवे ्धर/फ्लंट नं: वरीलप्रमाणे

गल्ली/रस्ताः

ईमारतीचे नावः

ईभारत नं: पेट/वसाहतः

शहर/गाव:-

तालुकाः पिन: -

प्रमाणीत करणेत येते की या दस्तास एकूण 🤆 ्रागने आहेत

सह दुव्यम निर्वधके ठाणे-१०

पुस्तक क्रमांक

EC 3 8 . 24 May 10 ATTE

सह. कुर्नाम सिक्टा अध्यक्त. २०

सह सहस्यमि निस्धिक ठाणे क १०



द्य्यम निबंधक: सह दु.नि.का-ठाणे 10

Tuesday, July 22, 2008

6934/2008 सूची क्र. दोन INDEX NO. II

3:48:19 PM

नवघर गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे खरूप करारनाग व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) गोवदला रू. 1,879,500.00 बा.भा. रू. 1,879,500.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास)

(1) सर्वे क्र.: 149/1,151/7,147/1,148/1,2. वर्णनः सदिनका क्र 303/3 स गजला, विल्डीम नं.-12,सॉलिटेर-3, नवघर, मिरारोड पू.ठाणे.ह्या धरतांस पुरवणी करारनांगा जोडला आहे.

(1)61.71चौ.गि.बि.अप.

(३)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1) में श्री सिद्धीविनायक इंटरप्राईजेस् तर्फे अधिकृत स्वाहरी दिलेश की एक तर्फ कुना संग्यून नविनचंद्र शिवलाल शाह - : घर/फ़लंट नः : गल्ली/सरवाः : ईमानकेस प्रतः : देमारवानः : पेठ/वसाहतः : शहर/गावः मिरारोड पू: तालुकाः : विनः : देन नन्तर

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव

(1) स्नेह राजेश वलेचा - -; घर/फ़लॅट नं: -: महली/रहताः : ईम्हरतके कहाः । ईस्परतके कहाः । पेछ/वसाहतः -; शहर/गावः भालाङः तालुकाः :पिम. ; पन नम्बरः /तः । १५०००)

व संपूर्ण पत्ता (7) दिनांक

करून दिल्याचा 17/07/2008

(8)

नॉदणीचा

22/07/2008

(9) अनुक्रमांक, खंंड व पृष्ट

6934 /2008

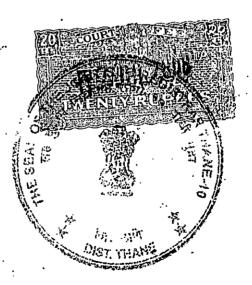
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

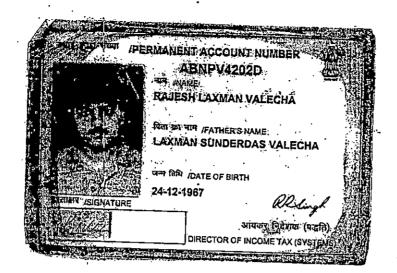
₹ 76575.00

(11) वाजारभावाप्रमाणे नोंदणी

रत 18800.00

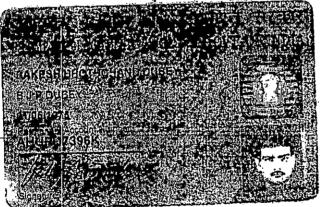
(12) शेरा





" Roylines









Robert Duber

